



May 19, 2021

SUBJECT: NOTICE INVITING BIDS (NIB) 21-073RH

The City of Corona, Public Works Department, Maintenance Services Division (City) invites qualified bids for:

ON-CALL CITYWIDE CONCRETE REPAIRS

Parties interested in obtaining a copy of this NIB 21-073RH may do so by registering with PlanetBids as a City of Corona vendor by visiting the PlanetBids Vendor Portal: <https://www.planetbids.com/portal/portal.cfm?CompanyID=39497>. Registered vendors can download a copy of this NIB 21-073RH and supporting documents at no cost and receive addenda and other notifications when issued.

Closing: Bids shall be submitted electronically before 10:30 A.M., June 9, 2021 through the PlanetBids Vendor Portal. It is Bidder's responsibility to allow sufficient time to complete and upload its bid, including all documentation required by this NIB, prior to the stated deadline. Electronic submission cannot be completed unless Bidder properly uploads all required documents.

The City will only consider electronic bids that have been transmitted successfully and issued a time stamped confirmation number from PlanetBids indicating the bid was successfully transmitted. **Transmission of bids by any other means will not be accepted.** Bidders are solely responsible for informing themselves with respect to proper usage of the PlanetBids online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the reliability of their internet service. Failure of Bidder to successfully transmit an electronic bid shall be at Bidder's sole risk and no relief will not be given for late or improperly submitted bids.

Bidders experiencing technical difficulties with the bid transmission process should contact PlanetBids Support at (818) 992-1771. Bidders that continue to experience difficulty with the PlanetBids system should contact the City of Corona Purchasing Division at (951) 736-2274. Neither the City nor PlanetBids make any guarantees or assurances as to the timely availability of assistance or resolution of any given issue prior to the bid submission date and time.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: California Contractors License Board Classification 'A' or 'C-8'.

The work is subject to the payment of not less than prevailing wages pursuant to Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”). The Director of the Department of Industrial Relations (“DIR”) has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Agreement which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request from the City or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this contract subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a bid proposal for this contract unless registered with the DIR pursuant to Labor Code section 1725. 5. Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725. 5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder’s responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

The successful bidder and all subcontractor(s) under him, shall comply with all applicable Prevailing Wage Laws, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor, the payment of overtime, and the debarment of contractors and subcontractors. The successful bidder and all subcontractor(s) under him shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Agreement. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Civil Code of Procedure Section 995.120 and is admitted by the State of California.

Award of Contract:

Bidders must meet these minimum qualifications at the time of their response:

- Must identify and provide a minimum of five (5) years of experience performing similar service to multiple public agencies within a 50 mile radius of the City of Corona.
Provide a minimum of three (3) agencies,
- Contract value of a minimum of \$100,000 annually.

The City shall award the Contract to the lowest responsive, responsible bidder meeting the above requirements.

The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

Issuance of this NIB and/or receipt of bids does not commit City to award a contract.

Signed,

J. Richard Hogate
Purchasing Specialist Contractor for the
City of Corona | Purchasing Division | Finance Department
400 S. Vicentia Ave. , Suite 320 | Corona, CA 92882
Email: Richard.Hogate@coronaca.gov
Website: www.coronca.gov



May 19, 2021

SUBJECT: NOTICE INVITING BIDS (NIB) 21-073RH

SECTION I

INVITATION

The City of Corona, Public Works Department, Maintenance Services Division (City) invites qualified bids for:

ON-CALL CITYWIDE CONCRETE REPAIRS

Please read this entire NIB package and include all requested information and forms in your bid proposal. Bids must be signed by an authorized agent of the company submitting a bid in order to be considered responsive.

Tentative NIB Schedule
(Subject to change at City’s discretion)

- 1. Issue NIB on Planet Bids (Live Bidding) May 19, 2021
- 2. Advertise in Sentinel Weekly May 19, 2021
- 3. Notify Plan Rooms..... May 19, 2021
- 4. Written Questions from Contractor Due on Planet Bids before 11:30 A.M., May 26, 2021
- 5. Responses from City Due on Planet Bids..... June 2, 2021, 2021
- 6. Bids Due (Date & Time) on Planet Bids before 10:30 A.M., June 9, 2021
- 7. Bid Evaluation Completed..... June 16, 2021
- 8. Tentative Contractor Selection June 16, 2021
- 9. City Council Action July 21, 2021
- 10. Notice to Proceed..... August 18, 2021

Table of Contents

SECTION I Invitation

SECTION II Instructions to Bidders

SECTION III..... Technical Specifications/Scope of Work

SECTION IV Bid Content and Forms

SECTION V Bid Price Schedule

SECTION VI Form of Agreement (Sample)

SECTION II.

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

No pre-bid meeting will be held.

B. Examination of Bid Documents

Bidder shall read this entire NIB package and submit all requested information and forms with their bid. By submitting a bid, Bidders represent they have thoroughly examined and become familiar with the work required under this NIB, have reviewed the project location, specifications and understand the project objectives and are capable of performing quality work to achieve the City's objectives.

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' sole risk and Bidder cannot secure relief on the plea of error.

C. Addenda

Substantive City changes to the requirements will be made by written addendum. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Agreement. Copies of all Addenda will be furnished through the City's electronic bidding system, PlanetBids, no later than 72 hours prior to the Bid Due Date and Time. Bidders shall access any and all Addenda from the electronic bidding system's Addenda & Email tab for this NIB.

All registered vendors with a status of either bidder or non-bidder that have downloaded a copy of this NIB and supporting documents will be notified by a system generated email from PlanetBids when an Addendum has been issued. It is the sole responsibility of bidders to ensure they have received all addenda prior to submitting a bid. To this end, each bidder should contact the City's Purchasing Division prior to the bid proposal due date to verify receipt of all Addenda issued. Bidders shall acknowledge receipt of all Addenda when submitting their electronic bids.

D. Clarifications

1. Examination of Documents

Should a bidder require clarifications to this NIB, bidder shall notify the City in writing in accordance with Section D. 2 below. Should it be found that the point in question is not clearly and fully set forth in the NIB, the City shall issue a written addendum clarifying the matter.

2. Submitting Requests

Bidders shall submit all questions, clarifications or comments through the City's PlanetBids electronic bidding system:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=39497> utilizing the Questions & Answers tab. Bidder questions must be submitted no later than **11:30 A.M., May 26, 2021**. Please note the City's electronic bidding system will not allow inquiries to be submitted after this date and time.

3. City Responses

- a. Responses from the City will be communicated in writing by way of addendum in accordance with Section C above. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of any oral instruction.
- b. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the bid due date and time, the bid due date will be extended.

E. Bid Submission

1. Date and Time

All bids shall be submitted no later than **10:30 A.M., June 9, 2021**.

2. Electronic Submission

Bids shall be submitted electronically using the City's PlanetBids Vendor Portal. The City's electronic bidding system will not allow bids to be submitted after the due date and time. It is the Bidder's responsibility to allow sufficient time to complete and submit their bid, including all documentation required by this NIB, prior to the stated deadline. **Electronic submission cannot be completed unless Bidder properly uploads all required documents. Only electronic bids will be accepted; hard copy bids will be rejected as nonresponsive and returned unopened without exception.**

3. Bid Submittal Check List

Bidder must upload the following documents and forms to the electronic bidding system:

- a. Bid/Price Form
- b. Non-Collusion Declaration
- c. Acknowledgment of Terms and Conditions of the City's Maintenance/General Services Agreement
- d. Acknowledgment of Insurance Requirements Check Sheet
- e. Insurance Requirements Check List
- f. Statement of Past Contract Disqualifications

- g. Industrial Safety Record
- h. Acknowledgment of Vendor Performance Evaluation Form
- i. Information Required of Bidders Form
- j. Designation of Subcontractors Form
- k. Experience Statement
- l. Contractor's Certificate Regarding Workers' Compensation
- m. Local Bidder Preference Program Statement (if applicable)

4. **Acceptance of Bids**

The City may, in its sole discretion:

- a. Accept or reject any or all bids and to waive any informality or irregularity in any bid or the bidding process;
- b. Withdraw this NIB at any time without prior notice, and the City makes no representations that any contract will be awarded to any bidder responding to this NIB; or
- c. Elect to postpone the bid opening for its own convenience.

F. Bid Withdrawal

Electronic bids may be withdrawn by Bidder prior to the date and time set forth in Section E. 1 above. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the Bid Submittal Deadline. At no time may the successful Bidder withdraw its bid.

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the bidder in:

1. Preparing its bid in response to this NIB;
2. Submitting a bid to City;
3. Negotiating with City on any matter related to the bid; or
4. Any other expenses incurred by Bidder prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

H. Contract Award

Issuance of this NIB and receipt of bids does not commit the City to award a contract. After all bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the Contract.

The apparent successful Bidder should begin to prepare the following documents: (1) the required insurance certificates and endorsements; (2) the Performance Bond; and (3) the Payment (Labor and Materials) Bond when required by law or this bid package. Once the City notifies the Bidder of the award, the Bidder will have 10 consecutive calendar days from the date of this notification to execute the agreement and supply the City with all of the required documents and certifications. Regardless of whether or not the Bidder supplies the required documents and certifications in a timely manner, the contract time may begin to run 10 calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

I. Contract Term

The contract term shall be effective on or about July 7, 2021 through June 30, 2023 with two (2) additional two (2) option year renewal periods, on an as-needed basis, with no guaranteed usage for City Wide Concrete Repairs – On Call. Bid prices shall remain effective and in force for the entire first (1st) contract term. City reserves the right to exercise option year renewals in its sole discretion. Subsequent purchase order periods, if exercised by the City, are as follows:

Option 1, if exercised, shall be effective July 1, 2023 through June 30, 2025

Option 2, if exercised, shall be effective July 1, 2025 through June 30, 2027

Option year pricing shall be negotiated by the Parties prior to commencement of each additional new fiscal year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. **Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.**

J. Acceptance of Order

The successful bidder will be required to accept a Purchase Order and execute a written Agreement if a Form of Agreement is included in this NIB (see Section VI, Form of Agreement) in accordance with and including as a part thereof this NIB, including all requirements, conditions, and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement. The successful bidder shall be bound to accept all NIB requirements and terms and conditions of the Form of Agreement.

K. City of Corona Business License

The successful contractor and any subcontractors are required to obtain a City of Corona Business License prior to contract award and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquiries regarding the City Business License may be answered by calling 951-736-2275 or by visiting the City’s website:

<https://www.coronaca.gov/government/departments-divisions/finance/business-license-info>.

L. Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

M. Insurance Requirements

Within ten (10) consecutive calendar days after the notice of award, the successful bidder to whom a contract is awarded shall furnish the City, through its third-party insurance partner, Exigis, with certificates of insurance and endorsements evidencing coverage as specified in Section VI, Form of Agreement, Section 3.2.10 Insurance, et seq. and naming the City of Corona, its directors, officials, employees, volunteers and agents as additional insureds by written endorsement. Failure to do so may, in the sole discretion of the City, result in the forfeiture of the Contract Award.

Bidders are encouraged to have their insurance provider(s) review the insurance requirements, pursuant to Section VI. Form of Agreement, subsection 3.2.10 Insurance, et seq prior to bid submission to ensure the minimum coverage limits, endorsements and other requirements can be met.

Bidders shall review, complete and sign the Acknowledgment of Insurance Requirements Check Sheet included in Section IV. and return with their bid. Any exceptions or deviations to the City's insurance requirements must be submitted to the City during the Questions and Answers period.

N. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

O. Primary Bidder

No person, organization, or corporation is allowed to make, submit, or be interested in more than one bid unless in a sub-contractual relationship with respect to the bid. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a bid to the City as a primary Bidder.

P. Prevailing Wage

Refer to Section VI, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.

Q. SB854 Notice Requirements

This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5.

The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in Bidder's bid being rejected as non-responsive. It is each contractor's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws

R. Apprenticeable Crafts:

If the work is being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws, Bidder shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Bidder employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Bidder.

Within 10 days of award or no later than receipt of the Notice to Proceed, Bidder shall submit a copy of the completed Division of Apprenticeship Standards Public Works Contract Award – DAS 140 form to the City. Bidder shall submit copies of completed Division of Apprenticeship Standards Requests for Dispatch of an Apprentice – DAS 142 forms with the progress payment request immediately following submission to the appropriate Apprenticeship Committee in the craft or trade of the public work.

T. Payment (Labor and Materials Bond) and Performance Bond Requirements

Within ten (10) consecutive calendar days after the notice of award, the bidder to whom a contract is awarded shall deliver to the City a Payment (Labor and Materials) Bond and a Performance Bond in the form supplied by the City and included in the NIB documents. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and satisfactory to the City. The Payment (Labor and Materials) Bond and the Performance Bond shall be for one hundred percent (100%) of the Total Bid Price. The City does not require original, embossed corporate seals on any bonds. However, the City reserves the

right at any time to demand an original bond with an embossed corporate seal, and contractor shall supply such bond within seven (7) calendar days of any such request.

U. Safety Requirements/Violations

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, bidders must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations. Bidders must identify the number of OSHA violations on the INDUSTRIAL SAFETY RECORD form. Any serious or willful violation may render a bid as non-responsive. We strongly encourage full disclosure since failure to identify all violations on the INDUSTRIAL SAFETY RECORD form may result in rejection of the bid as non-responsive or the bidder as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the bidder, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the bid as non-responsive.

Mandatory Requirements while Performing Work in the City of Corona

- All contractor and subcontractor staff are required to wear all necessary PPE at all times when at work sites.
- Contractors shall require each of his employees to wear basic public works working attire with some identification of the employee and the Contracting Firm (hard hat, shirt or uniform). If Contractor normally issues uniforms, the Firm and employee's name shall be permanently displayed on the uniform.
- The Contractor and employees shall park vehicles and equipment to comply with all safety standards per the state and federal OSHA and Wastewater requirements – BMP's (for parked equipment).

V.

W. Vendor Performance

It is the intent of the City to create a long-term working partnership with the supplier. The City's representative will complete a Vendor Performance Evaluation Form on a periodic basis. An example of this type of form is included in Section IV and will be the basis for periodic assessments by the City to establish contract performance metrics.

X. Public Records

Responses (bids) to this NIB and the documents constituting any contract entered into thereafter become the exclusive property of the City and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City's use and disclosure of its records are governed by this Act.

Those elements in each bid which Bidder considers to be trade secrets, as that term is defined in Civil Code Section 3426. 1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or

“PROPRIETARY” by Bidder. The City will use its best efforts to inform Bidder of any request for disclosure of any such document. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information Bidder considers exempt from disclosure, the City will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City is required to defend an action arising out of a Public Records Act request for any of the contents of Bidder’s bid marked “Confidential”, “Proprietary”, or “Trade Secret”, Bidder shall defend and indemnify the City from all liability, damages, costs, and expense, including attorneys’ fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Bidders are instructed to upload separate files for all “Confidential,” “Proprietary,” or “Trade Secret” data when submitting their bid documents. The file names shall include the words “Confidential”, “Proprietary” or “Trade Secret”. Because bid documents are available for review by any person after award of a contract resulting from a NIB, the City shall not in any way be held responsible for disclosure of any “Confidential,” Proprietary,” or “Trade Secret” documents that are not uploaded as separate files and include “Confidential”, “Proprietary” or “Trade Secret” as part of the file name.

Y. Special Provisions for Services

1. Accessibility. Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. Contractor shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
3. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. Contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to Contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
4. Clean-up. During performance and upon completion of work on this project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.

5. Compliance With OSHA. Contractor agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Contractor will indemnify and hold the City harmless for any failure to so conform.
6. Contract Incorporation. This contract embodies the entire contract between the City and the successful Bidder. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the NIB, all addenda, Bidder's bid, supplemental agreements, change orders, labor and materials bond, payment and performance bond, and any and all written agreements which alter, amend or extend the contract.
7. Cooperation Between Contractors. The City reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.
8. Coordination With Agencies. Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.
9. Damage. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through Contractor's or his employees' negligence while working on City's premises. Contractor shall be responsible for restoring or replacing any equipment, facilities, etc., so damaged. Contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
10. Examination of Specifications and Site. Contractor is expected to carefully examine the site of the proposed work and all NIB specifications, drawings, documents, and forms. Contractor shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the technical specifications.
11. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this

contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.

12. Measurements. It is the responsibility of the Contractor to make all measurements to determine his bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

13. Permits. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

14. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

15. Rejection of Work. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

16. Subcontractors.

a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

b. City reserves the right to approve all subcontractors. City's approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

17. Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract, Contractor immediately bring it to the attention of the City.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, inlet/outlet piping, overflow/bypass structures, fencing, access roads, utilities and other adjoining property and structures, etc., and avoid damage thereto. Contractor shall immediately replace or repair any damage caused by the Work operations.

Contractor shall take care to prevent disturbing or covering any survey markers, monuments or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.

SECTION III.

TECHICAL SPECIFICATIONS/SCOPE OF WORK

A. PROJECT DESCRIPTION AND GENERAL INFORMATION

1. **Background**

The City Staff strives to provide the Residents of Corona with a well-maintained City concrete infrastructure and improvements through dependable service and quality workmanship to the repair of these structures. Therefore, the City's Maintenance Services Division is required to maintain and repair the City's concrete structures such as: sidewalks, driveways, accessibility facilities, curbs, gutters and catch basins. There are approximately 900 miles of sidewalk, over 800 miles of curbs and gutters plus numerous catch basins.

- The City may spend from \$500,000 to \$700,000 annually for concrete repairs.

2. **Goal/Purpose**

The purpose of this solicitation is to award an "As-Needed" agreement with a contractor for the repairs of the concrete infrastructure within the City Limits.

The Maintenance Services Division is responsible for completing or overseeing the minor repairs and/or maintenance of the City's concrete right of ways structures/improvements.

This solicitation is for minor repairs and/or maintenance ONLY. ALL major rehabilitation or construction of concrete structures and improvements are not included in the Scope of Work associated with this solicitation.

The Contractor shall be responsible to provide all deliverables described herein in strict accordance with the terms, covenants and conditions of the Contract and all applicable Federal, State and local laws, codes, rules and regulations. **Permissible work hours within the City of Corona are: 7 a.m. to 5 p.m., Monday through Thursday excluding City observed holidays.** Any deviations to these hours shall be preapproved by the Project Manager.

3. **Required Response Times for Concrete Maintenance Services**

The Contractor is required to respond with a crew to provide **concrete repairs** within one (1) working day and begin repairs within two (5) City working days; following email notification from the City Project Manager. The City will mark or identify the repair limits prior to the Contractor's arrival at the repair location.

The routine repairs will be at various locations throughout the City with an average of fourteen (14) locations per routine repair request. The City reserves the right to increase or decrease the number of locations per routine repair request.

B. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

The Contractor shall be responsible for furnishing all: Labor, materials, equipment, traffic control (unless performed by City Staff), mobilization to accomplish the removal (including saw cutting) and disposal of existing PCC improvements, 95% compaction of base, necessary forms and form oil, PCC, curing compound and surface finish, and all other items to facilitate the completion of this comprehensive scope of work, as noted in the bid form descriptions included in Section IV.

All concrete provided shall be this Mix Design – 560 C 3250 with curing compound. The work shall be per City of Corona Standard Specifications and the following Standard Plans: 122, 128 to 148 and 153, site conditions may cause some minor variance from the Standard Plans or as individual site conditions require.

Note: All unit prices shall include removal and lawful disposal of existing concrete, roots removal if any and irrigation repairs.

City Standard plans can be accessed from following link:

<https://www.coronaca.gov/government/departments-divisions/public-works/development-and-permits/standard-plans>

SECTION IV

BID CONTENT AND FORMS

A. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, Bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this NIB are currently held by bidder and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

B. BID / PRICE FORMS

Bidder shall complete the Bid / Price Form in its entirety including a binding signature and upload into the PlanetBids electronic bidding system. Bidders shall also enter their unit pricing on the Line Items tab in the PlanetBids electronic bidding system. (See Bid Price Schedule)

Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized, and discount thereon is disallowed.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges, if applicable, must be included in bidder's bid amount.

C. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

PARTY SUBMITTING BID: _____

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

The undersigned declares:

I am the _____ [title] of
_____ [bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, plotted, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Typed or Printed Name

Title

Party Submitting Bid

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA MAINTENANCE/GENERAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Maintenance/General Services Agreement (Agreement) and will sign the Agreement, as presented, without exception, for the City's NIB 21-073RH.

(Bidder Name)

(Print name and title of person signing for firm)

(Signature/Date)

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

(To be Completed and Submitted with Bid)

All applicable insurance requirements to this NIB are identified with a 'YES' under the "Applicable to Vendor" column on the NIB Insurance Requirements Check List.

Bidder acknowledges that we have reviewed the City of Corona Insurance Requirements Check List for NIB 21-073RH and understand that we will be able to provide the insurance coverage required. A sample certificate of insurance is enclosed for the City's preliminary review. Any deductibles or self-insured retention amounts have been specified below for City's review and approval.

Deductible Amounts/Self-insured Retentions:

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

CITY OF CORONA
 NIB 21-073RH INSURANCE REQUIREMENTS CHECK LIST
 (To be Completed and Submitted with Bid)

All applicable insurance requirements are identified with a ‘YES’ under the “Applicable to Vendor” column. Indicate Yes or No below if you are able to comply with the requirement.

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?			YES
Can your company provide Automobile Liability - \$1M?			YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?			YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$1M occurrence/\$2M aggregate?			Not Applicable
Can your company provide Technology Professional Errors and Omissions Liability Insurance - \$2M occurrence or \$2M aggregate?			Not Applicable
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A. M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?			YES
Can your company provide coverage with an insurer with a current A. M. Best's rating no less than (A-):X and authorized to issue the required policies in California?			YES

**Insurance Endorsements
 General Liability**

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)			YES
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith?			YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?			YES
Can your company provide Completed Operations as evidenced with the following endorsements?			YES
Endorsement form CG 20 10 11 85 OR			YES
CG 20 37 and one of the following			YES
CG 20 10			YES
CG 20 26			
CG 20 33			
CG 20 38			
Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the contractors' insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?			YES

Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?	<input type="checkbox"/>	<input type="checkbox"/>	YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) and 9 (non-owned)?	<input type="checkbox"/>	<input type="checkbox"/>	YES

Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor?	<input type="checkbox"/>	<input type="checkbox"/>	YES
Will your company provide a Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor?	<input type="checkbox"/>	<input type="checkbox"/>	YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?	<input type="checkbox"/>	<input type="checkbox"/>	YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?	<input type="checkbox"/>	<input type="checkbox"/>	YES
Does your insurance have any deductibles and/or self-insurance retentions?	<input type="checkbox"/>	<input type="checkbox"/>	YES

Use the space below to explain any "**NO**" responses.

**INFORMATION REQUIRED OF BIDDERS
To Be Completed and Returned With Bid**

[***Indicate not applicable (“N/A”) where appropriate***]

1. Name of Bidder: _____

2. Type, if Entity: _____

3. Bidder Address: _____

Email Address

Telephone Number

CSLB License Number

DIR Registration Number

4. How many years has Bidder’s organization been in business as a contractor?

5. How many years has Bidder’s organization been in business under its present name? _____

5.1 Under what other or former names has Bidder’s organization operated?

6. If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

7. If an individual or a partnership, answer the following:
- 7.1 Date of Organization: _____
- 7.2 Name and address of all partners (state whether general or limited partnership):
- _____
- _____
- _____
8. If other than a corporation or partnership, describe organization and name principals:
- _____
- _____
9. List other states in which Bidder's organization is legally qualified to do business.
- _____
- _____
- _____
10. What type of work does the Bidder normally perform with its own forces?
- _____
- _____
11. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- _____
- _____
12. Has Bidder entered into a settlement agreement involving a public works project of more than \$100,000 within the last two years with any City or public agency? If so, note when, where, and why. *This information may be the basis for rejecting the bid as nonresponsive or the Bidder as nonresponsible following a hearing.*

13. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

12. Have you been or are you on any federal list of debarred or suspended bidders? If yes, state the beginning and ending dates of the period of disbarment.

13. List Trade References:

14. List Bank References (Bank and Branch Address):

15. Name of Bonding Company and Name and Address of Agent:

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a bid, or completing any contracts for similar services as detailed in NIB 21-073RH.

1. Have you ever been disqualified from any contract? (circle one) Yes No

2. If yes, explain the circumstances:

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California (PCC section 4100 et seq.), each bidder shall set forth below: (a) the name and the location of the place of business (b) the license number and the DIR registration number, and (c) the portion of the Work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If Contractor is fully qualified to perform a portion of the Work listed below and will perform such Work, Contractor shall circle "yes" under the "will you be self-performing" column below. Otherwise, if no subcontractor is specified for a portion of the Work or if more than one subcontractor is specified for the same portion of Work, and if that portion of Work is in excess of the amounts described in the paragraph above, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself.

If the "PCC 3400(c)" column states "yes" below, then please take note that a portion of the Work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name.¹ In such cases, there may be only one subcontractor qualified or authorized to perform a portion of the Work described, so please take note and ensure that you list the proper subcontractor.

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Location, License Number & DIR Registration Number of Subcontractor	Portion of Work by Subcontractor
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Location, License Number & DIR Registration Number of Subcontractor	Portion of Work by Subcontractor
		Yes or No			
		Yes or No			
		Yes or No			

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Bid)

Number of Serious OSHA Violations within the last two (2) years or any Willful violations within the last five (5) years (must state zero if none):

___ **Serious** ___ **Willful** ___ **Repeat** ___ **Other** ___ **Unclass** _____ **Total**

Firm Name (Print)

Signature

Name and Title (Print)

Date

Vendor Performance Evaluation Form

Department:		Division:		
Prepared By:		Title:		
Vendor Name:			P. O. #:	
Contract Amount: \$		Change Order Amount: \$		
Project Name:				
Description of Project:				
Date Prepared:				
Performance Evaluation Period: (select one)				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input type="radio"/>		Professional Service - unique, technical, and/or infrequent functions performed by an independent consultant/vendor qualified by education, experience, and/or technical ability to provide services. <input type="radio"/>		
Products - a supplier of a tangible object that is manufactured or refined for sale. <input type="radio"/>		Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. <input type="radio"/>		
Evaluation Score Range and Criteria Factors				
EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)
<ol style="list-style-type: none"> 1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i> 2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i> 3. <i>Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.</i> 4. <i>Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.</i> 5. <i>Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.</i> 6. <i>Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.</i> 				

7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

Evaluation Criteria	Evaluation Score				
1. <i>Quality of Goods and Services</i>	5	4	3	2	1
2. <i>Quality of Work Performed</i>	5	4	3	2	1
3. <i>Timeliness of Delivery of Goods</i>	5	4	3	2	1
4. <i>Compliance with Law and Regulations</i>	5	4	3	2	1
5. <i>Safety and Protection</i>	5	4	3	2	1
6. <i>Appropriate of Tools/Technology</i>	5	4	3	2	1
7. <i>Customer Service</i>	5	4	3	2	1
8. <i>Overall Timeliness of Invoices</i>	5	4	3	2	1
9. <i>Overall accuracy of Invoices</i>	5	4	3	2	1

EXAMPLE:

OVERALL EVALUATION SCORE

4. 89

OVERALL EVALUATION RATING

EXCELLENT

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Date: _____

**EXPERIENCE STATEMENT
To Be Completed and Submitted with Bid**

List at least (3) municipal or other public utility/entity references for work of a similar nature performed by Bidder within the last (5) years.

Customer #1 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #2 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #3 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #4 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Customer #5 Name: _____

Contact Name: _____

Position: _____

Telephone Number: _____

Email: _____

Customer Address: _____

Period of Performance: _____

Description of Services: _____

Contract Amount: \$ _____

Bidder's Name _____

Signature _____

Print Name and Title _____

*****INSERT PAYMENT & PERFORMANCE BOND FORMS*****

CITY OF CORONA

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Corona (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ DOLLARS and _____ CENTS (\$ _____) 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the

claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

As-Needed or On-Call Services. Since the Contract Documents involve “as-needed” or “on-call” services, each individual call-out or project work order under the Contract Documents is a separate project for purposes of the City’s bidding and purchasing requirements. In addition, the term of such Contract Documents are based upon the expiration of a date certain and not upon the completion of the Project or any individual project work order. Thus, the Contractor may wish to change sureties or its bond during the term of the Contract Documents, including at the natural expiration of the initial term or any renewal term. Therefore, regardless of any term or timeframe limitation specified above, the obligations of this bond shall include any and all work authorized in accordance with the Contract Documents during any such period this bond was in place, regardless of when the initial term or any renewal term of the Contract Documents expires or is terminated, and regardless of when the Project or any individual project work order is completed. Nothing herein shall be construed to otherwise limit the guarantees and rights of this obligation, including those which may extend beyond when the initial term or any renewal term of the Contract Documents expires or is terminated, or beyond when the Project or any individual project work order is completed. Furthermore, the execution of separate and/or additional bond(s) during the initial term or any renewal term shall not extinguish, exonerate, or terminate the guarantees and obligations as set forth in this bond. Finally, when describing in the preceding paragraph the stipulation and agreement that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), any changes or alterations to the Contract Documents shall also include an increase in the compensation for a project work order.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR
CITY OF CORONA
PAYMENT BOND**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL

(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY

(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me,
(insert name and title of the officer)

personally appeared _____,
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 _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

CITY OF CORONA

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Corona (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS and _____ CENTS (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including, if provided as part of the Contract Documents, the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

As-Needed or On-Call Services. Since the Contract Documents involve “as-needed” or “on-call” services, each individual call-out or project work order under the Contract Documents is a separate project for purposes of the City’s bidding and purchasing requirements. In addition, the term of such Contract Documents are based upon the expiration of a date certain and not upon the completion of the Project or any individual project work order. Thus, the Contractor may wish to change sureties or its bond during the term of the Contract Documents, including at the natural expiration of the initial term or any renewal term. Therefore, regardless of any term or timeframe limitation specified above, the obligations of this bond shall include any and all work authorized in accordance with the Contract Documents during any such period this bond was in place, regardless of when the initial term or any renewal term of the Contract Documents expires or is terminated, and regardless of when the Project or any individual project work order is completed. Nothing herein shall be construed to otherwise limit the guarantees and rights of this obligation, including those which may extend beyond when the initial term or any renewal term of the Contract Documents expires or is terminated, or beyond when the Project or any individual project work order is completed. Furthermore, the execution of separate and/or additional bond(s) during the initial term or any renewal term shall not extinguish, exonerate, or terminate the guarantees and obligations as set forth in this bond. Finally, when describing in the preceding paragraph the waiver of notice and the provisions of California Civil Code Sections 2819 and 2845, any changes or alterations to the Contract Documents shall also include an increase in the compensation for a project work order.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
CITY OF CORONA
PERFORMANCE BOND**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL

(Corporate Seal of Contractor/
Principal, if a Corporation)

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY

(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, (insert name and title of the officer)

personally appeared _____ ,
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 _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

SECTION V.
BID FORM

BIDDER: _____

The undersigned, hereby declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

ON-CALL CITYWIDE CONCRETE REPAIRS, NIB 21-073RH

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Instructions to Bidders or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. DIR Registration No. _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____	Dated: _____
Addenda No. _____	Dated: _____
Addenda No. _____	Dated: _____
Addenda No. _____	Dated: _____

The basis of Award of this Contract shall be on the lowest total for the Bid Schedule. In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

Bidders must meet these minimum qualifications at the time of their response:

- Must identify and provide a minimum of five (5) years of experience performing similar service to multiple public agencies within a 50 mile radius of the City of Corona. Provide a minimum of three (3) agencies,
- Contract value of a minimum of \$100,000 annually.

The City shall award the Contract to the responsive, responsible bidder with competitive pricing and meeting the above requirements.

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids.

A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.

Cash discount allowable _____% _____ days. Unless otherwise stated, payment terms are Net Thirty (30) Days.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Signature: _____

Print Name: _____

Title: _____

Date: _____

V. BID PRICING SCHEDULE

Contractor shall complete the Electronic Bid Schedule found in the Line Items tab within the PlanetBids electronic bidding system. Provide firm fixed bid prices to furnish all labor, materials, supplies, equipment, tools, transportation, services, and any other incidental or additional costs to discharge all duties and obligations necessary and required to perform and complete the Project. A copy of the Bid Schedule below is provided for reference purposes only and need not be completed and returned.

The Contractor shall include all labor materials, equipment, traffic control, mobilization to accomplish the removal (including saw-cutting) and disposal of existing PCC improvements, 95% compaction of base, necessary forms and form oil, PCC, curing compound and surface finish, to complete the services per linear foot or square foot, as noted in the bid schedule descriptions.

Note: All unit prices shall include removal and lawful disposal of existing concrete, roots removal if any and irrigation repairs.

All concrete shall be the following Mix Design – 560 C 3250 with curing compound. The work shall be per City of Corona Standard Specifications and the following Standard Plans: 122, 128 to 148 and 153, site conditions may cause some minor variance from the Standard Plans.

Concrete Sidewalk, driveways and other flatwork shall include in the square foot price:

Bid Item	Description	Unit of Measure	Quantity	Per SF Price
1	4" thick PCC (i.e.: sidewalk, driveway, spandrel, etc)	SF	1 to 100	\$
2	4" thick PCC (i.e.: sidewalk, driveway, spandrel, etc)	SF	101 to 250	\$
3	4" thick PCC (i.e.: sidewalk, driveway, spandrel, etc)	SF	Over 250	\$
4	6" thick PCC (i.e.: sidewalk, driveway, spandrel, etc)	SF	1 to 100	\$
5	6" thick PCC (i.e.: sidewalk, driveway, spandrel, etc)	SF	101 to 250	\$
6	6" thick PCC (i.e.: sidewalk, driveway, spandrel, etc)	SF	Over 250	\$
7	8" thick PCC (i.e.: driveway, spandrel, etc)	SF	1 to 100	\$
8	10" thick PCC (i.e.: driveway, spandrel, etc)	SF	101 to 250	\$
9	12" thick PCC (i.e.: driveway, spandrel, etc)	SF	Over 250	\$

10	4" thick PCC Accessible Curb Ramp	SF	1 to 100	\$
11	4" thick PCC Accessible Curb Ramp	SF	101 to 250	\$
12	1 to 5 Tons CMB installation (95% compaction)	Ton	1 to 5	\$
13	6 to 10 Tons CMB installation (95% compaction)	Ton	6 to 10	\$
14	11 to 15 Tons CMB installation (95% compaction)	Ton	11 to 15	\$
15	16 and over Tons CMB installation (95% compaction)	Ton	16 and over	\$
Bid Item	Description	Unit of Measure	Quantity	Unit Cost Emergency
16	8" Cross gutter per standard 145 (including permanent pavement repair patching, min. 1' wide)	SF	1 to 25	\$
17	8" Cross gutter per standard 145 (including permanent pavement repair patching, min. 1' wide)	SF	26 to 50	\$
18	8" Cross gutter per standard 145 (including permanent pavement repair patching, min. 1' wide)	SF	50 to 75	\$
19	8" Cross gutter per standard 145 (including permanent pavement repair patching, min. 1' wide)	SF	Over 75	\$
20	6" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	1 to 100	\$
21	6" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	101 to 250	\$
22	6" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	Over 250	\$
23	8" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	1 to 100	\$
24	8" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	101 to 250	\$
25	8" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	Over 250	\$

26	10" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	1 to 100	\$
27	10" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	101 to 250	\$
28	10" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	Over 250	\$
29	12" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	1 to 100	\$
30	12" Curb and Gutter (including permanent pavement repair patching, min. 1' wide)	LF	101 to 250	\$
31	Imported fill material (base/clean dirt) with 95% compaction	Ton	1	\$
32	Adjust/Re-install mailbox	LS	1	\$
33	ADA Access Ramp per standard 146 (remove and replace)	LS	1	\$
34	ADA Access Ramp per standard 147 (remove and replace)	LS	1	\$
35	Catch Basin deck only replacement (see standard 204 A, B, C for rebar detail)	SF	25	\$
36	Catch Basin deck only replacement (see standard 204 A, B, C for rebar detail)	SF	50	\$
Total Bid Amount (sum of Items 1-36)				\$

SECTION VI.
FORM OF AGREEMENT

CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
ON-CALL CITYWIDE CONCRETE REPAIRS

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing [***INSERT TYPE OF SERVICES***] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for On-Call Citywide Concrete Repairs project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional On-Call Citywide Concrete Repairs project maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 15, 2021 to June 30, 2023 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The City has the right to extend the Term of this Agreement, in its sole discretion and under the same terms and conditions, for [***INSERT WRITTEN AMOUNT***] ([***INSERT NUMERICAL AMOUNT***]) additional two (2) periods, two-years (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If

Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 MINIMUM; per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 MINIMUM; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 MINIMUM; per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best’s rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents,

proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) ("Total Compensation") without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make

copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City Clerk's office. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Project is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: General Manager, DWP or their authorized designee

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
ON-CALL CITYWIDE CONCRETE REPAIRS

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

CITY OF CORONA

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
ON-CALL CITYWIDE CONCRETE REPAIRS

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

[***INSERT NAME OF CONTRACTOR***]
a [***INSERT TYPE OF LEGAL ENTITY***]

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

EXHIBIT “A” SCOPE OF SERVICES

The Contractor shall be responsible for furnishing all: Labor, materials, equipment, traffic control (unless performed by City Staff), mobilization to accomplish the removal (including saw cutting) and disposal of existing PCC improvements, 95% compaction of base, necessary forms and form oil, PCC, curing compound and surface finish, and all other items to facilitate the completion of this comprehensive scope of work, as noted in the bid form descriptions included in Section IV.

All concrete provided shall be this Mix Design – 560 C 3250 with curing compound. The work shall be per City of Corona Standard Specifications and the following Standard Plans: 122, 128 to 148 and 153, site conditions may cause some minor variance from the Standard Plans or as individual site conditions require.

Required Response Times for Concrete Maintenance Services:

The Contractor is required to respond with a crew to provide **emergency concrete repairs** within one (1) City working day and begin repairs within two (2) City working days; following email notification from the City Project Manager. The City will mark or identify the repair limits prior to the Contractor’s arrival at the repair location.

The Contractor is required to respond to **routine concrete repairs** within one (1) City working day and begin repairs within three (3) City working days; email notification from the City Project Manager. The routine repairs will be at various locations throughout the City with an average of fourteen (14) locations per routine repair request. The City reserves the right to increase or decrease the number of locations per routine repair request.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

[*INSERT SCHEDULE***]**

**EXHIBIT “C”
COMPENSATION**

INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSE

**SEE SECTION 3.2.12 ABOVE AND INSERT CITY’S REQUIREMENT
FOR PERFORMANCE/PAYMENT BONDS**