

CONTRACT

THIS CONTRACT is made this 5th day of April, 2023, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and **MLC Constructors, Inc.**, a California corporation, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**Fire Department Prevention Tenant Improvements
735 Public Safety Way, Suite 201 Project, NIB 23-025YL**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **90 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Hundred Nine Thousand Three Hundred Forty-four Dollars (\$109,344.00)**. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms

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Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Greenbook Standard Specifications (Sections 1-9 Excluded)
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor is aware of the prevailing wage 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. 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 Contract is subject to compliance monitoring and enforcement by the DIR. 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 City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages

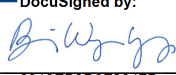
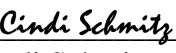
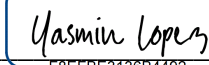
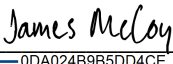

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for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may obtain a copy of the prevailing wages from the City's Representative. 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.

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

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<p>CITY OF CORONA</p> <p>By: <small>DocuSigned by:</small>  <small>8919EB3D9F2047D...</small> Brian Young Fire Chief</p> <p>Reviewed By: <small>DocuSigned by:</small>  <small>Cindi Schmitz...</small> Cindi Schmitz Fire Marshal</p> <p>Reviewed By: <small>DocuSigned by:</small>  <small>F8E4BE3136B4492...</small> Yasmin Lopez Purchasing Manager</p> <p>Attest: <hr/> Sylvia Edwards, City Clerk City of Corona, California</p>	<p>MLC CONSTRUCTORS, INC.</p> <p>By: <small>DocuSigned by:</small>  <small>0DA024B9E5DD4CE...</small> James McCoy President</p> <p><u>1068632</u> License Number</p> <p>By: <small>DocuSigned by:</small>  <small>C96B97EDB4BD43C...</small> Thomas Luby Secretary</p>
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Certificate Of Completion

Envelope Id: AE6B6AD5F36348DB8C6C53457666C170	Status: Completed
Subject: Complete with DocuSign: CONTRACT - MLC Constructors - FD Prevention TI - 2-23-2023 Partial PM E...	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Tammy Gonzalez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 S Vicentia Ave
	Corona, CA 92882
	Tammy.Gonzalez@CoronaCA.gov
	IP Address: 52.243.155.252

Record Tracking

Status: Original	Holder: Tammy Gonzalez	Location: DocuSign
3/20/2023 3:08:23 PM	Tammy.Gonzalez@CoronaCA.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Corona, CA	Location: DocuSign

Signer Events

Brian Young
 Brian.Young@coronaca.gov
 Fire Chief
 07/29/21
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 8919EB3D9F2047D...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 64.29.226.10

Timestamp

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 Viewed: 3/20/2023 3:48:10 PM
 Signed: 3/20/2023 3:48:25 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Cindi Schmitz
 cindi.schmitz@coronaca.gov
 Fire Marshal
 City of Corona
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 Cindi Schmitz
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 Signature Adoption: Pre-selected Style
 Using IP Address: 104.28.85.165
 Signed using mobile

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/20/2023 4:49:27 PM
Completed	Security Checked	3/20/2023 4:49:27 PM

Payment Events	Status	Timestamps
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