



11/18/2022

**SUBJECT: NOTICE INVITING BIDS (NIB) NO. 23-032SB**

The City of Corona Utilities Department (City) invites qualified bids for:

**CITY OF CORONA UTILITES DEPARTMENT WRF1 TRUCK SCALE BID**

Parties interested in obtaining a copy of this NIB No. 23-032SB 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 No. 23-032SB and supporting documents at no cost and receive addenda and other notifications when issued.

**Closing: Bids shall be submitted electronically before 10:00am, December 28, 2022** 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 or subcontractor 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: valid General Engineering A Contractor or a C-61 with a D-21 Machinery and Pumps Contractor.

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 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. Contractor shall require all subcontractors providing labor and materials in excess of \$25,000.00 to supply a Payment Bond in the amounts of the subcontractor and in a manner required of the Contractor. The Contractor shall specify this requirement for subcontractor bonds in its written or published request for subcontractor bids in accordance with Public Contract Code Section 4108.

Award of Contract: The City shall award the Contract to the lowest responsive, responsible bidder as determined from the base bid alone by the City. 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.

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.

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

Signed,

Scott Briggs  
Lead Purchasing Specialist  
City of Corona | Administrative Services Department  
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11/18/2022

**SUBJECT: NOTICE INVITING BIDS (NIB) No. 23-032SB**

**SECTION I**

**INVITATION**

The City of Corona Utilities Department (City) invites bids from qualified contractors for:

**CITY OF CORONA UTILITES DEPARTMENT WRF1 TRUCK SCALE BID**

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.

**CITY INSURANCE REQUIREMENTS HAVE BEEN UPDATED.  
REFERENCE INSURANCE REQUIREMENTS ACKNOWLEDGMENT FORM  
IN SECTION V AND FORM OF AGREEMENT SAMPLE IN SECTION VI,  
SUBSECTION 3. 2. 10 INSURANCE, ET SEQ.**

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

- 1. Issue NIB .....November 18, 2022
- 2. Advertise in Sentinel Weekly .....November 18, 2022
- 3. Written Questions from Contractor Due.....10:00 am, November 30, 2022
- 4. Responses from City Due ..... December 8, 2022
- 5. Bids Due (Date & Time) ..... 10:00 am December 28. 2022
- 6. Bid Evaluation Completed..... December 29, 2022
- 7. Contractor Selection..... December 29, 2022
- 8. City Council Approval & Contract Award ..... February 1, 2023
- 9. Notice to Proceed..... February 13, 2023

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## **SECTION II.**

### **INSTRUCTIONS TO BIDDERS**

**A. Pre-Bid Meeting**

NOT APPLICABLE

**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 **10:00 am, November 30, 2022**. 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 **10:00 am December 28, 2022**.

### 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. Non-Collusion Declaration
- b. Acknowledgment of Terms and Conditions of the City's Short Form Construction Contract
- c. Acknowledgment of Insurance Requirements Check Sheet
- d. Insurance Requirements Check List
- e. Information Required of Bidders
- f. Statement of Past Contract Disqualifications

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

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 initial contract term will be for approximately 75 working days and shall be effective on or about February 13, 2023 through June 6, 2023.

**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) 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 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 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.

**V. Local Bidder Preference Program**

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two-hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

**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. Filing of Bid Protests**

Bidders may file a “protest” of a bid with the City’s Purchasing Manager. In order for a bidder’s protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the bid opening date.
2. Clearly identify the specific irregularity or accusation.
3. Clearly identify the specific City staff determination or recommendation being protested.
4. Specify, in detail, the grounds of the protest and the facts supporting the protest.
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City’s Purchasing Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor within fourteen (14) calendar days. The protestor may then appeal the decision of the Purchasing Manager to the Finance Director within five (5) calendar days of the date of the written decision from the

Purchasing Manager. The Finance Director will provide a written decision to the protestor's appeal. The decision from the Finance Director is final and no further appeals will be considered.

**Z. 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.



18. Cost Breakdown and Periodic Estimates. Contractor shall furnish on forms Approved by the City:
1. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
  2. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month;
  3. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form;
  4. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request;
  5. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment;
  6. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

19. Mobilization.

- A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.
- B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
  1. Obtaining and paying for all bonds, insurance, and permits.
  2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
  3. Installing temporary construction power, wiring, and lighting facilities.
  4. Establishing fire protection system.

5. Developing and installing a construction water supply.
  6. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
  7. Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.
  8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
  9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
  10. Arranging for and erection of Contractor's work and storage yard.
  11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
  12. Full-time presence of Contractor's superintendent at the job site as required herein.
  13. Submittal of Construction Schedule as required by the Contract Documents.
- C. Mobilization/Demobilization costs shall not exceed 5% of the total bid amount`

### SECTION III.

#### TECHNICAL SPECIFICATIONS/SCOPE OF WORK

##### A. PROJECT DESCRIPTION

Scope of work for the Supply, Installation & Commissioning of fully electronic Road Weighbridge at City of Corona Water Reclamation Facility Number 1 (WRF1) located at 2205 Railroad Street, Corona, CA 92880. Including civil work like construction of Weighbridge foundation, electrical, etc. job is to be considered as turnkey.

##### B. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Contractor shall be responsible for furnishing all materials, transportation, labor, equipment, and all services and materials necessary to facilitate complete the comprehensive scope of work

- Freight and delivery are to be included in the price of the scale.
- Installation must be performed by a Factory Authorized Scale Distributor.
- Coverage shall include complete lightning strike protection warranty.
- The above ground, digital truck scale shall include guide rails
- The City of Corona is not exempt from California sales tax, the sales tax rate for Corona is 8.75%
- Foundation and construction shall be performed by an authorized contractor.
- The first year of warranty must include inspections and preventative maintenance every 6 months.

##### TECHNICAL SPECIFICATIONS FOR NEW ELECTRONIC WEIGH BRIDGE

Capacity	200,000 lbs.
Platform size	70' x 11'
Load cell	6 – 8 minimum, stainless steel
Capacity of Load cell	75k
Type of Load cell	Powercell PDX or equal
Type of Load cell Protection	IP69K or equal
Type of Beam	Integral I beam design
Platform Plates	3/8" tread steel deck plate
Surface Preparation	Foundation plans must be provided
Interface	Preferred Ethernet IP or RS232
Electronic Hardware	Scale weight indicator and 2 high-intensity outdoor remote displays with 6" tall digits, mounted on opposing ends of scale
Make	Sidewinder \ Air-weigh or equal
Weighbridge Warranty	5 years minimum
Electrical	120 vac
Safety	4" Bollards- 4 total, one on each corner of the scale to protect the scale

## SCOPE OF WORK

- a) Supply & transportation of the material from the supplier's site to FOB City of Corona 2205 Railroad St Corona CA, 92880.
- b) Unloading & storing the materials at worksite.
- c) Complete and final installation; Site grading, Construction of foundation, Assembly, Erection, installation, grouting, testing, Commissioning & calibration using standard weights.
- d) Necessary tools, lifting equipment & measuring instruments shall be brought by the supplier.
- e) All the civil jobs connected with foundation, including restoration of AC (patching back) to match new concrete.
- f) All the Design drawings of platform, foundation, must be provided by the firm for approval before starting the work and the final drawings after completion of job.
- g) Two sets of manuals for every component/device used in the weigh bridge. (Electronic manuals acceptable).
- h) Job should be considered as turnkey, and weighbridge shall be fully operational upon completion – any items missed as part of the scope of work mentioned above are not exclusions to the scope of work required by supplier/contractor to complete the job.
- i) City will provide 120 vac power inside an above ground junction box. The junction box will be located within 10 feet of the Scale on the southwest corner. The City will also provide an enclosure above the junction box to house the scale level indicator.

## ELIGIBILITY CRITERIA

- a) The supplier or its principals certify the weigh bridge will meet all requirements for certification in California
- b) The supplier or its principal should have valid dealer and repair service center for the weigh bridge within the United States (U.S.) and the copy of the information shall be attached with the technical bid.
- c) The supplier or its principals shall be a manufacturer of all the critical components of the weigh bridge including the load cell and the indicator and shall have manufacturing and testing facility in the U.S.
- d) The supplier or its principals to provide at least four municipal or other public utility/entity references for work of a similar nature performed by Bidder within the last five years.

## SPECIAL CONDITIONS

- a) Detailed catalog of the products explaining the features and technical parameters of the products shall be submitted along with the bid.
- b) Necessary training shall be imparted to our technical and operational personnel for proper upkeep and operation of the machine for a period of 1 day (8 hours). This training needs to include lubrication schedules, preventive maintenance schedules, calibration schedules and other manufacture related aspects regarding best maintenance practices.
- c) Total lightning protection shall be provided for load cells, indicator, and platform.
- d) Pre dispatch inspection is required for Load cells, Indicator, and platform.
- e) Details of installations of similar or higher capacity Weigh Bridge with year of installation shall be submitted along with the Technical Bid.
- f) Supplier must provide the recommend list of spare parts to be available at site for the maintenance.
- g) Supplier needs to provide asset management information to include life cycle of each component.

**C. LOCATION MAP/SITE PHOTOS**



## 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.

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 SHORT FORM CONSTRUCTION CONTRACT**

This is to acknowledge that we have read the City of Corona Short-Form Construction Contract (Contract) and will sign the Contract, as presented, without exception, for the City's NIB No. 23-032SB.

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(Bidder Name)

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(Print name and title of person signing for firm)

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(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 23-032SB 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:

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(Firm Name)

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(Print name and title of person signing for firm)

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(Signature/Date)

CITY OF CORONA  
 NIB NO. 23-032SB 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 <b>OR</b>			YES
CG 20 37 <b>and</b> 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)?			YES
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) <b>and</b> 9 (non-owned)?			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?			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?			YES
Will your insurance policies have a (30) days' notice of cancellation endorsement?			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?			YES
Does your insurance have any deductibles and/or self-insurance retentions?			YES

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

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**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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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:

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14. 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.

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15. List Trade References:

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

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

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## 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.<sup>1</sup> 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

<b>Department:</b>			<b>Division:</b>	
<b>Prepared By:</b>			<b>Title:</b>	
<b>Vendor Name:</b>			<b>P. O. #:</b>	
<b>Contract Amount: \$</b>			<b>Change Order Amount: \$</b>	
<b>Project Name:</b>				
<b>Description of Project:</b>				
<b>Date Prepared:</b>				
<b>Performance Evaluation Period: (select one)</b>				
<b>Weekly</b> <input type="radio"/>	<b>Monthly</b> <input type="radio"/>	<b>Quarterly</b> <input type="radio"/>	<b>Annually</b> <input type="radio"/>	<b>Other</b> <input type="radio"/>
<b>Vendor Category: (select one)</b>				
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"/>		
<b>Evaluation Score Range and Criteria Factors</b>				
<b>EXCELLENT</b>	<b>ABOVE AVERAGE</b>	<b>AVERAGE</b>	<b>BELOW AVERAGE</b>	<b>UNSATISFACTORY</b>
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"> <li>1. <i>Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.</i></li> <li>2. <i>Quality of Work Performed: A measure to determine if the actual performed met the quality desired.</i></li> <li>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></li> <li>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></li> <li>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></li> <li>6. <i>Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.</i></li> <li>7. <i>Customer Service: How knowledgeable was the vendor regarding the product or service, was</i></li> </ol>				

*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)

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(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: \_\_\_\_\_

**LOCAL BIDDER PREFERENCE PROGRAM STATEMENT**

**To Be Submitted with Bid**

This bid shall be subject to the City of Corona local bidder preference program. To qualify, bidders must be a “local business” with: (i) fixed facilities with one or more employees, which may include a sole proprietor, located at an address within City limits (a post office box alone is insufficient); and (ii) an appropriate City business license/permit. Bidders seeking to qualify for this local program shall provide supporting information and certify in writing that they meet the above requirements as part of the bid submittal.

A qualifying local business shall be entitled to a reduction of five percent (5%) in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law.

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City’s first two- hundred thousand dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

The Local Program shall also establish a preference for the purchase of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than two-hundred thousand dollars (\$200,000). Such preference shall allow the City to take into consideration the net sales tax to be returned to the City as a result of an award to a qualifying Local Business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the City’s purchasing policy.

Local Bidder Preference Qualifications: (Bidder–provide the following information)

\_\_\_\_\_  
Bidder’s Name

\_\_\_\_\_  
Bidder’s Address within City limits (a post office box does not qualify)

Bidder’s City of Corona Business License Number: \_\_\_\_\_

I hereby certify that I qualify for the City of Corona Local Bidder Preference Program.

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

List at least four municipal or other public utility/entity references for work of a similar nature performed by Bidder within the last five 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: \$ \_\_\_\_\_

Bidder's Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

[\*\*\*MODEL - REMOVE THIS TITLE WHEN USED\*\*\*]

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.

**[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.

**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:

**City of Corona Utilities Dept WRF1 Truck Scale Bid, NIB No. 23-032SB**

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: _____

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.

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: \_\_\_\_\_

**BID 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.

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>ITEM COST</b>
1.	Mobilization/Demobilization cost shall not exceed 5% of the total bid amount`	LS	1		
2.	Cost of Scale, Transportation of scale and materials to job site, installation and all other items as outlined in SECTION III, TECHNICAL SPECIFICATIONS/SCOPE OF WORK	LS	1		
3.	Construction Survey Staking and Verification of Utility Locations, Existing Electrical Work and Field Dimensions	LS	1		
4.	Testing, Calibration, commissioning, and training as outlined in SECTION III, TECHNICAL SPECIFICATIONS/SCOPE OF WORK	LS	1		
5.	Operation and Maintenance Manuals, Project Warranties, Project Record Documents	LS	1		
6.	Selective Site Demolition, remove and dispose of AC pavement	LS	1		
<b>TOTAL BID AMOUNT</b>					

**SECTION VI.**  
**FORM OF AGREEMENT**

**\*\*\*MODEL - REMOVE THIS TITLE WHEN USED\*\*\***

**CITY OF CORONA**  
**SHORT-FORM CONSTRUCTION CONTRACT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT PROJECT NAME\*\*\*])**

**1. PARTIES AND DATE.**

This Contract 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 organization organized under the laws of the State of California with its principal place of business at 400 S. 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 Contract.

**2. RECITALS.**

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. 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.

2.3 Project. City desires to engage Contractor to render such services for the [\*\*\*INSERT NAME OF PROJECT\*\*\*] Project (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, [\*\*\*INSERT APPLICABLE PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS\*\*\*] as required by the Contract.

2.5 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 Contract is deemed to be a "material

contract" under either of the CUA Management Agreements, City enters into this Contract on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

### 3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **\*\*\*INSERT APPLICABLE DOCUMENTS\*\*\***.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

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(CITY ATTY: 04-15)

NIB No. 23-032SB

Section VI. "Form of Agreement",

CITY OF CORONA UTILITIES DEPT WRF1 TRUCK SCALE BID

The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within [75 working days] days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and 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 Work. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Work 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 Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is

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determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the Work governed by this Contract on behalf of Contractor 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 under this Contract 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, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] Dollars (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.



3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others, including, but not limited, to Section 10262 of the Public Contract Code.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall

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(CITY ATTY: 04-15)

pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 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 Work is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Contract Price 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 Contract 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 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 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/](http://www.dir.ca.gov/dlsr/). In the alternative, 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. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than two hundred (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, 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. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board (“Permit”). It shall be Contractor’s sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a “living document” that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor’s sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of the City, and any other applicable municipality, drainage district, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor’s failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor’s failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City’s attorney’s fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.5, Contractor warrants that all employees and

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subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.26.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.26.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its Work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, 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 Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. 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 Contract or the Work, 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 Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any of the Work knowing it 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. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits,

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Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform Work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 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 Contract.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.10.2 Third Party Claims. Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The City is entitled to recover its reasonable costs incurred in providing such notification.

3.10.3 Government Code Claims. 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.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees,

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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 Contractor's Work, the Project or this Contract, including without limitation the payment of all expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Work is 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 Contractor.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.12.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

### 3.13 Insurance.

3.13.1 Time for Compliance. Promptly following the Effective Date of this Contract, but in no event before Contractor commences any Work under this Contract, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence Work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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 Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by 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 Contract. Such insurance shall meet at least the following minimum levels of coverage:



3.13.2.1 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); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City).

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (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 per accident for bodily injury or disease; and (4) *Builders'/All Risk*: Completed value of the project.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 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 performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days notice of cancellation endorsement is not available Contractor shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Contractor; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers. Contractor's failure either to obtain or to forward the City any notice of cancellation issued to Contractor shall be considered breach of contract.

3.13.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.13.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.13.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.

3.13.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.13.8 Acceptability of Insurers. 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.

3.13.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be

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on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before any Work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.13.11 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 Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond, in the amount of the Total Contract Price and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond, in the amount of the Total Contract Price and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 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 effected bond within (ten) 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 Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 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

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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.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### 3.16 Employee/Labor Certifications.

3.16.1 Employment Eligibility; Contractor. By executing this Contract, 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 Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any

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violation of any such law during the term of this Contract 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 3.16 or any of its sub-sections.

3.16.2 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 of the Work relating to the Project or this Contract to make the same verifications and comply with all requirements and restrictions provided for in Section 3.16.1.

3.16.3 Employment Eligibility; Failure to Comply. Each person executing this Contract 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 Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.16.1 or 3.16.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.16.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.16.4 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

### 3.17 General Provisions.

3.17.1 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 Contract ("City's Representative"). City's Representative shall have the power to act on behalf

of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or here designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Contractor:**

\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882

Attn: \*\*\*INSERT NAME & DEPARTMENT\*\*\*

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.17.8, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.9 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.17.10 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.11 Successors and Assigns. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.11.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Work required under this Contract, 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 Contract. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Contract 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.

3.17.11.2 Corona Utility Authority. To the extent that this Contract is deemed to be a "material contract" under either of the CUA Management Agreements, CA\DD\02000.50104\1411367.9

(CITY ATTY: 04-15)

Contractor has no right to terminate this Contract, 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 Contract with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.17.12 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing Party in such action shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

3.17.13 Solicitation. Contractor maintains and 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.14 Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to 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 Work.

3.17.15 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

**[SIGNATURES ON NEXT 2 PAGES]**



**CITY’S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**SHORT-FORM CONSTRUCTION CONTRACT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT PROJECT NAME\*\*\*])**

IN WITNESS WHEREOF, the Parties have entered into this Contract 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**  
**SHORT-FORM CONSTRUCTION CONTRACT**  
**WITH [\*\*\*INSERT NAME\*\*\*]**  
**([\*\*\*INSERT PROJECT NAME\*\*\*])**

IN WITNESS WHEREOF, the Parties have entered into this Contract 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”  
PLANS AND SPECIFICATIONS**

The following plans and specifications are incorporated into this Contract herein by this reference:

**[\*\*\*INSERT GENERAL CONDITIONS/SPECIFICATIONS - INCORPORATE BY  
REFERENCE ANY NEEDED PLANS OR DRAWINGS\*\*\*]**

**EXHIBIT “B”  
SPECIAL CONDITIONS**

**\*\*\*INSERT SPECIAL CONDITIONS IF NECESSARY - OTHERWISE  
JUST INSERT “NOT APPLICABLE”\*\*\*]**

**EXHIBIT "C"**  
**CERTIFICATION**  
**LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**\*\*\*INSERT NAME OF CONTRACTOR\*\*\***  
a **\*\*\*INSERT TYPE OF LEGAL ENTITY\*\*\***

By: \_\_\_\_\_  
**\*\*\*INSERT NAME\*\*\***  
**\*\*\*INSERT TITLE\*\*\***

By: \_\_\_\_\_  
**\*\*\*INSERT NAME\*\*\***  
**\*\*\*INSERT TITLE\*\*\***

CA\DD\02000.50104\1411367.9

NIB No. 23-032SB

CITY OF CORONA UTILITIES DEPT WRF1 TRUCK SCALE BID

Section VI. "Form of Agreement",

(CITY ATTY: 04-15)



**CITY OF CORONA**  
**CITY OF CORONA UTILITES DEPARTMENT WRF1 TRUCK SCALE BID**  
**NOTICE INVITING BIDS (NIB) 23-032SB**  
**ADDENDUM No. 1**

**Purchasing Division**  
**400 S. Vicentia Ave., Ste. 320**  
**Corona, CA 92882**

**Contact: Scott Briggs**  
[scott.briggs@coronaca.gov](mailto:scott.briggs@coronaca.gov)  
**PH: (951) 736-2369**

**12/01/2022**

Addendum No. 1 to NIB 23-032SB issued to answer questions submitted by potential contractors and clarify sections of the NIB.

All provisions to this Addendum No. 1 are hereby incorporated by reference into the subject NIB 23 032SB. Bidders shall account for all provisions pursuant to this Addendum No. 1 in submitting their bids. Each bidder shall acknowledge receipt of this Addendum in the space provided herein.

**Question No. 1:**

If a Digital Load Cell is required, are you also requiring that there be no junction boxes for the scale? The load cell type specified in the technical bid spec is one that does not require a junction box.?

**City Response:**

Junction boxes are not needed for this type of load cell.

**Question No. 2:**

Does your technical specification require "digital" load cells vs analog load cells?

**City Response:**

Digital.

**Question No. 3:**

Will the City announce at the public bid opening, the make and models of each bidders scale (steel weigh bridge), and weigh indicator (digital instrument) to ensure all bidders that submissions meet your technical bid specifications?

**City Response:**

After the date and time of the bid due date has elapsed, all bids submitted are available for review on the Planet Bids website.

**Question No. 4:**

When is the public bid opening? We do not see a link to a online bid opening meeting or address information for a physical bid opening. We only see that bids are due December 28, 2022 10am PST.

**City Response:**

After the date and time of the bid due date has elapsed, all bids submitted are available for review on the Planet Bids website.

**Question No. 5:**

On page 2 of the NIB, the requirement for any sub contractors > \$25,000 to provide a Payment Bond. Is this Bond provided to the Contractor or does the City want the Bond issued to the City per the requirements of paragraph T? If it is provided to the City, are we to reduce the Contractors bond by the amount of the sub contractors bond?

**City Response:**

On page 2 of 3 in Section 1 of the Advertising Notice the fourth paragraph is deleted in its entirety and replaced with the following:

The successful bidder will be required to furnish the City with 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.

Should you have any additional questions or concerns, I can be reached at (951) 736-2369.

Thank you,

Scott Briggs  
Purchasing Specialist V



Sentinel Weekly News  
414 Grand Boulevard #823  
Corona, CA 92878  
951-737-9784  
Page 1 of 2

**Proof of Publication**  
State of CA, County of Riverside

2015.5 C.C.P.

Attn: Purchasing Dept.  
City of Corona, Purchasing  
400 S. Vicentia Ave.  
Suite 320  
Corona, CA 92882

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of the Sentinel Weekly News, a newspaper of general circulation, printed and published weekly in the City of Corona, Corona Public Notice District, County of Riverside, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Riverside, State of California on April 14, 2000, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/18/22

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Corona, CA on

Signature James L Forbes 11/18/2022

11/18/2022  
NOTICE INVITING BIDS (NIB) NO. 23-032SB  
The City of Corona Utilities Department (City) invites qualified bidders for:  
CITY OF CORONA UTILITIES DEPARTMENT WRF1 TRUCK SCALE BID  
Parties interested in obtaining a copy of this NIB No. 23-032SB 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 No. 23-032SB and supporting documents at no cost and receive addenda and other notifications when issued.  
Closing: Bids shall be submitted electronically before 10:00am, December 28, 2022 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 or subcontractor 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: valid General Engineering A Contractor or a C-61 with a D-21 Machinery and Pumps Contractor.  
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 nonresponsive. 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 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.

Contractor shall require all subcontractors providing labor and materials in excess of \$25,000.00 to supply a Payment Bond in the amounts of the subcontractor and in a manner required of the Contractor. The Contractor shall specify this requirement for subcontractor bonds in its written or published request for subcontractor bids in accordance with Public Contract Code Section 4108.  
Award of Contract: The City shall award the Contract to the lowest responsive, responsible bidder as determined from the base bid alone by the City. 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. No person, organization, or corporation is allowed to make, submit, or be interested in more than one bid unless in a subcontractual relationship with respect to the bid. A person, organization or corporation submitting subproposals or quoting prices on materials to Bidders is prevented from submitting a bid to the City as a primary Bidder.  
Issuance of this NIB

Sentinel Weekly News  
414 Grand Boulevard #823  
Corona, CA 92878  
951-737-9784  
Page 2 of 2

Attn: Purchasing Dept.  
City of Corona, Purchasing  
400 S. Vicentia Ave.  
Suite 320  
Corona, CA 92882

**Proof of Publication**  
State of CA, County of Riverside

2015.5 C.C.P.

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of the Sentinel Weekly News, a newspaper of general circulation, printed and published weekly in the City of Corona, Corona Public Notice District, County of Riverside, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Riverside, State of California on April 14, 2000, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/18/22

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Corona, CA on

Signature James I Forbes 11/18/2022

---

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

Signed,  
Scott Briggs  
Lead Purchasing  
Specialist  
City of Corona | Finance  
Department  
400 S. Vicentia Ave. ,  
Suite 320 | Corona, CA  
92882  
Phone: 951.736.2369 |  
Email:  
scott.briggs@coronaca.  
gov  
Website: www. coronca.  
gov

Sentinel Weekly News  
414 Grand Boulevard #823  
Corona, CA 92878  
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Page 1 of 1

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11/18/22

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Corona, CA on

Signature James L Forbes 11/18/2022

November 18, 2022  
SUBJECT: REQUEST FOR PROPOSALS (RFP) NO. 23-022AS  
The City of Corona Public Works Department (City) invites qualified proposals for:  
CORONA GREEN ALLEYS PROJECT  
Parties interested in obtaining a copy of this RFP No. 23-022AS 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 RFP No. 23-022AS and supporting documents at no cost and receive addenda and other notifications when issued.  
Closing: Proposals shall be submitted electronically before 2:00 PM, December 20, 2022, through the PlanetBids Vendor Portal. It is the consultant's responsibility to allow sufficient time to complete and upload its proposal, including all documentation required by this RFP, prior to the stated deadline. Electronic submission cannot be completed unless the consultant properly uploads all

required documents. The City will only consider electronic proposals that have been transmitted successfully and issued a time stamped confirmation number from PlanetBids indicating the proposal was successfully transmitted. Transmission of proposals by any other means will not be accepted. Consultants 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 the consultant to successfully transmit an electronic proposal shall be at the consultant's sole risk and no relief will not be given for late or improperly submitted proposals. Consultants experiencing technical difficulties with the proposal transmission process should contact PlanetBids Support at (818) 992-1771. Consultants 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 proposal submission date and time. The services under this RFP are 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 consultant, 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 consultant

at the job site. Pursuant to SB 854, which amended the Prevailing Wage Laws, certain categories of services are subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no consultant or subconsultant may be listed on a proposal for these contracts unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no consultant or subconsultant may be awarded a contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each consultant and subconsultant must be identified on the consultant's proposal - failure to identify this number could result in the proposal being rejected as nonresponsive. It is each Consultant'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 Services required under this RFP will be performed as part of an

applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and Consultant 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 Consultant employs workmen in an apprenticeable craft or trade. Funding for this Project is expected to be provided in full or in part pursuant to State of California Clean California Local Grant Project (State) Restricted Grant Agreement No. CCL-5104-050, AMS ADV ID. 0822000149, entered into between the City and the State of California Department of Transportation on or about July 27, 2022 ("Grant Agreement"). The successful Consultant and all subconsultants shall comply with all applicable federal and state laws, rules, and regulations, including but not limited to the Grant Agreement funding requirements and the CalTrans Local Assistance Procedures Manual (LAPM). The funding requirements are included in the Special Conditions found in

Section IV. Scope of Work of these RFP Documents. Issuance of this RFP and/or receipt of proposals does not commit City to award a contract.  
Signed,  
Annette Solorio  
Purchasing Specialist I  
City of Corona | Finance Department  
400 S. Vicentia Ave., Suite 320 | Corona, CA 92882  
Phone: (951) 739-4932 |  
Email: [solorio@coronaca.gov](mailto:solorio@coronaca.gov)  
Website: [www.coronaca.gov](http://www.coronaca.gov)