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CONTRACT

THIS CONTRACT is made this **7th** day of **September, 2022**, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and **Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Company** hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

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

WRCRWA RECLAIMED WATERLINE, Project No. 2017-21, NIB No. 22-082CA

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

ARTICLE 2. TIME FOR COMPLETION. A Move-in period of **195 calendar days** shall start on the date of issuance of the Notice to Proceed. This period shall be used by the Contractor to confirm utility locations, turn in project submittals or other supporting documentation for approval and procure the necessary material and equipment to complete the Work. The Work shall commence on the last day of the Move-in period or the first Working Day the Contractor actually starts the Work, **whichever occurs first**. The Contractor shall complete all Work required by the Contract Documents within **150 Working Days**. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Four Million Five Hundred Ninety-five Thousand Three Hundred Seventy Dollars ($4,595,370.00)** Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$2,500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

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

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders

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Non-Collusion Declaration form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Federal Requirements
Technical Specifications
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract
Appendices

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

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

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

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

ARTICLE 8. PREVAILING WAGES. Contractor is aware of the prevailing wage requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may obtain a copy of the prevailing wages from the City. 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

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of any failure or alleged failure to comply with the Prevailing Wage Laws. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

ARTICLE 9. ASSIGNMENT/CORONA UTILITY AUTHORITY. Contractor understands that the City has entered into a management agreement with the Corona Utility Authority ("CUA") for the maintenance, management and operation of some of its utility system ("CUA Management Agreement"). To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, City enters into this Contract on behalf of the CUA and subject to the terms of the CUA Management Agreement. To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, Contractor has no right to terminate this Contract, either with or without cause, based upon the existence or non-existence of the CUA Management Agreement. Therefore, if the CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Contract on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

[REMAINDER OF PAGE BLANK – SIGNATURES ON FOLLOWING PAGE]

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

CITY OF CORONA **By:** _____ Savat Khamphou Public Works Director/City Engineer Reviewed By: _____ Tom Moody Utilities Director **Reviewed By:** _____ Mohammed Ibrahim, P.E. Senior Engineer **Attest:** _____ Sylvia Edwards, City Clerk City of Corona, California	**FERREIRA CONSTRUCTION CO., INC. DBA FERREIRA COASTAL CONSTRUCTION CO.** **By:** DocuSigned by: Brandon Pensick 25321A4072B47B... Signature Brandon Pensick Name Senior Vice President Title 985180 License Number