

CONTRACT

THIS CONTRACT is made this 17th day of November, 2021, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and **Walsh Construction Company II, LLC** 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:

McKinley Street Grade Separation Project - Project No. 2012-12, NIB No. 22-020CA

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 **60 Working Days** shall start on the date of issuance of the Notice to Proceed No. 1. This period shall be used by the Contractor to obtain acceptance from the City for all submittals or other supporting documentation associated with the Initial Project Submittals, Bridge Erection and Fabrication Submittals and Early Critical Path Submittals, obtain permits from all jurisdictional agencies, and procure the necessary material and equipment to complete the Work.

Upon the City's acceptance of the Initial Project Submittals, Bridge Erection and Fabrication Submittals and Early Critical Path Submittals and Contractor's securing of all permits necessary to complete the Work, the Contractor shall submit a written request to the City requesting authorization to commence Work. If acceptable to the City, the City will issue Notice to Proceed No. 2 that will authorize commencement of the Work. The Contractor shall complete all Work required by the Contract Documents within **460 Working Days** of issuance of the Notice to Proceed No. 2. 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 **Sixty Million Eight Hundred Ninety-nine Thousand Nine Hundred Twenty-nine Dollars (\$60,899,929.00)** Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES.

4.1 Substantial Completion:

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **Twelve Thousand Five Hundred Dollars (\$12,500.00)** 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.

Additionally, the Contractor understands and agrees that if it fails to complete the Work, or specified portions thereof, the City will sustain damages that are difficult to quantify and specify as of the date of execution of this Contract. The Contractor therefore agrees to pay the amounts specified below, not as a penalty but as liquidated damages to compensate the City for the damages it would sustain as a result of a delay in completion of each specified portion of the Work described in this Article 4. Each specified portion of the Work and the corresponding Liquidated Damages is specified below. Each type of Liquidated Damages will be assessed on a cumulative basis:

4.2 Move-In Period

The Contractor will pay the City the sum of **Twelve Thousand Five Hundred Dollars (\$12,500.00)** for each and every calendar day beyond the time prescribed in the Contract Documents for finishing the Work during the Move-In Period, as specified in Article 2, as Liquidated Damages and not as a penalty or forfeiture.

4.3 City Provided Properties

The City will provide the Contractor rights-of-way, easements, real property interests, or rights-of-entry, necessary to complete the Work. The Contractor must comply with City Provided Property Obligations that include all requirements and conditions to be performed by the Contractor, including but not limited to, night time work, facilities to protect in place or remove, advanced written notice and contact to property owners/representatives, equipment/personnel limitations, parking lot/landscape private property restoration conditions upon completion of work, and access limitations as negotiated between the City and private property owners associated with City Provided Property and included within the Contract Documents. All Work within City Provided Properties must be completed per the Contract Documents and accepted by the City within Temporary Construction Easement Occupancy Durations listed in the table below:

City Provided Property Number	Property Address / Assessors Parcel Number(s)	Temporary Construction Easement Occupancy Durations
MSGGS-01	172-420-001	2 Months (60 Calendar Days)
MSGGS-02	172-420-002 & 003	6 Months (180 Calendar Days)
MSGGS-03A	115-290-033	3 Months (90 Calendar Days)
MSGGS-03B	115-290-045	3 Months (90 Calendar Days)
MSGGS-04	115-290-034	6 Months (180 Calendar Days)
MSGGS-05	115-290-035	6 Months (180 Calendar Days)
MSGGS-07	115-300-026	1) 6 Months (180 Calendar Days) for TCE Area along McKinley Street 2) 3 Months (90 Calendar Days) for TCE Area along Estelle Street
MSGGS-10/11	115-300-050	1) 6 Months (180 Calendar Days) for TCE Area along McKinley Street 2) 3 Months (90 Calendar Days) for TCE Area along Estelle Street
MSGGS-13A	172-050-006	3 Months (90 Calendar Days)
MSGGS-13B-E	172-050-001, 002, 003, & 005	3 Months (90 Calendar Days)

¹ The Temporary Construction Easement Occupancy Durations commence on the intended use date provided in the Contractor's written notice of intended use that is approved by the City or the actual date of use, occupancy, or work, whichever occurs first.

The Contractor shall not use, occupy, or commence any working or non-working operations on City Provided Property until the Contractor has provided written notice to the City of the intent to use and received written approval from the City. Contractor's written notice of intended use shall be provided to the City by the Contractor a minimum of forty-five (45) working days in advance of the intended date of use, occupancy, or commencement of working or non-working operations.

The Contractor will pay the City the amount of **One Thousand Five Hundred Dollars (\$1,500)** for each City Provided Property for and every calendar day of delay beyond the above Temporary Construction Easement Occupancy Durations for finishing Work within the City Provided Properties, as Liquidated Damages and not as a penalty or forfeiture.

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

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

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

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

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

ARTICLE 8. PREVAILING WAGES. Contractor is aware of the prevailing wage requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing

Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages 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 of any failure or alleged failure to comply with the Prevailing Wage Laws.

[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	WALSH CONSTRUCTION COMPANY II, LLC
By:	By:
_____ Savat Khamphou, P.E., P.L.S. Public Works Director/City Engineer	_____ Signature
	_____ Name
Reviewed By:	_____ Title
_____ Joshua Cosper, P.E., P.L.S. Consultant Project Manager	_____ License Number
Reviewed By:	
_____ Norman Bush Purchasing Manager	
Attest:	
_____ Sylvia Edwards, City Clerk City of Corona, California	