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CITY OF CORONA

Riverside County, California

FORMAL BIDDING

PUBLIC WORKS DEPARTMENT

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

SOUTH MALL BUILDING "B"

PROJECT NO. FC-2027-09
NIB 27-020SB

FUNDED BY

CITY OF CORONA
PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM

July 2027

PREPARED BY

CITY OF CORONA
PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS
400 S. VICENTIA AVE, CORONA, CA 92882-2187
951-739-2266

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CONTRACT DOCUMENTS AND SPECIAL PROVISIONS
FOR THE
CITY OF CORONA

SOUTH MALL BUILDING "B"

FORMAL

PROJECT NO. FC-2027-09
NIB 27-020SB

APPROVAL

For City of Corona

Signed by:
Jennifer Seccombe
05FD009615D34A4...

JENNIFER SECCOMBE, P.E.
Public Works Director

11/5/2026

Date

Signed by:
Javier Luna
3CEADDA0255E4F2...

JAVIER LUNA, P.E.
CIP Manager/Assistant City Engineer

Initial
ER

11/5/2026

Date

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CITY OF CORONA
PUBLIC WORKS DEPARTMENT

SOUTH MALL BUILDING "B"

PROJECT NO. FC-2027-09
NIB 27-020SB

BID AND CONTRACT DOCUMENTS

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CITY OF CORONA
PUBLIC WORKS DEPARTMENT

NOTICE INVITING BIDS

The City of Corona, Public Works Department ("City") will receive sealed bids for the **South Mall Building B Project, FC-2027-09, NIB 27-020SB** ("Project") through the City's PlanetBids electronic bidding system no later than **December 8, 2026, 2:00 pm**. Bids submitted after this time will not be accepted by the electronic bidding system. At said time it will be bidder's responsibility to log into the PlanetBids system for the City of Corona to view the apparent low bidder for the project. Bids shall be valid for 90 calendar days after the bid opening date. Bids must be submitted on the City's Bid Forms.

Prospective Bidders must visit the City's Bids and Requests for Proposals Vendor Portal at https://www.planetbids.com/portal/portal.cfm?CompanyID=39497 and register as a new vendor in PlanetBids in order to download Contract Documents, including the Instructions to Bidders, plans and specifications, and to receive addenda and notifications when issued. Bidders will also submit electronic bids through this website. The City will also make the Contract Documents available for review at one or more plan rooms.

All electronic Bids must be accompanied a bid security in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price pursuant to Section 13. Bid Guarantee (Bond) of the Instructions to Bidders. The bid security MUST be submitted in hard copy directly to the City prior to the specified date and time for bid opening as set forth in the Instructions to Bidders.

A Non-MANDATORY Pre-Bid Conference will be held at South Mall, 725 S. Main Street, Corona, CA 92882 on the following date(s) and time(s): November 17, 2026, starting promptly at 9:00 am – 11:00 am. Prospective Bidders and all attendees shall meet at the front of the building. **All participants must furnish and wear Personal Protective Equipment (PPE) consisting of, at minimum, yellow or orange reflective safety vests, long trousers, and closed-toe shoes**. **Bidders are required to RSVP their attendance at the Pre-Bid Conference no later than 3:00 p.m., November 16, 2026 by emailing Scott Briggs at Scott.Briggs@coronaCA.gov with the name(s) and phone number(s) of Bidder's personnel attending the non-mandatory pre-bid conference.** Prospective bidders MAY visit the Project Site without making arrangements through the Project Manager.

Before the Contract is awarded, the successful bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in one of the following appropriate classifications(s) of contractor's license(s), for the work bid upon, and must maintain a valid California State Contractor's License throughout the duration of the Contract: **Class 'B' General Building Contractor license**. The contractor or subcontractor must hold all required licenses to properly remove asbestos, lead, and any other hazardous materials listed in **Appendix A.** The

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contractor will also need to follow the procedures in the plan in **Appendix B**. This project is a public work in the State of California, funded in whole or in part with public funds. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including the forfeitures and debarment. The State Wage Decision is available from the City's Representative and is also available online at http://www.dir.ca.gov/dlsr/. Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

The City will contract with a third-party labor compliance firm to monitor and enforce the applicable provisions of the federal Davis-Bacon and Prevailing Wage Laws, including but not limited to the standard provisions requiring payment of prevailing wages, maintenance and submission of certified weekly payroll records, hiring of apprentices, and compliance and enforcement by the DIR pursuant to SB854. Contractor shall work with City staff and consultants to ensure full compliance with applicable Prevailing Wage Laws.

It shall be Bidder's responsibility to allow sufficient time to complete and submit its bid including all required documentation referred to in the Contract Documents prior to the stated deadline. Electronic bid submission cannot be completed unless bidder properly uploads all required documents. Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

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

Bidders experiencing any technical difficulties with the bid submission process may contact Planet Bids Support at 818-992-1771. If you continue to have difficulty, call City of Corona Purchasing Department at 951-736-2274. Neither the City, nor PlanetBids, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.

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

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995.120, and is admitted by the State of California.

City will withhold retention in the amount of 5% of each progress payment. Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Work is subject to the payment of not less than prevailing wages pursuant to Chapter 1 (beginning at Section 1770 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 Contract 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 Project Manager 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 Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. 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. 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.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions. In addition, the applicable approved Notice Designating Sole Source Equipment and Product Specifications is available upon request from the City's contact person specified herein. Please note that if PCC 3400(c) findings have been made and are applicable to this Project, there may be only one subcontractor qualified or authorized to perform a portion of the Work, so each bidder must take note and ensure that you list the proper subcontractor on the Designation of Subcontractors form.

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The successful bidder 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, the successful bidder 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. The successful bidder will be required to 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 the successful bidder, its subcontractors, or others for whom the successful bidder is responsible under its indemnity obligations.

CARB implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at: https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf.

Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Award of Contract: The City shall award the Contract for the Project 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.

For further information, contact Scott Briggs, Lead Purchasing Specialist at (951) 736-2369 or via email at scott.briggs@corona.ca.gov

Signed by: Jennifer Seccombe 05FD009615D34A4...

Date: 11/5/2026

JENNIFER SECCOMBE, P.E.
Public Works Director

Signed by: Javier Luna 3CFADDA0255E4F2...

Date: 11/5/2026

JAVIER LUNA, P.E.
CIP Manager/Assistant City Engineer

Initial ER

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CITY OF CORONA
PUBLIC WORKS DEPARTMENT

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City through the City's PlanetBids electronic bidding system on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain a complete set of Contract Documents at no cost through the City's PlanetBids electronic bidding system. The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must still register with the City's PlanetBids electronic bidding system to obtain the required Contract Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF CONTRACT DOCUMENTS

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent through the City's PlanetBids electronic bidding system: https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf utilizing the Questions & Answers tab. Questions must be submitted no later than 5:00 p.m., November 20, 2026.

Any interpretation of the Contract Documents will be made only by written addenda duly issued through the City's PlanetBids electronic bidding system. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

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Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a **Non-Mandatory** Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Copies of Addenda will be posted to the City's PlanetBids electronic bidding system website. Each prospective bidder that has registered to receive a set of the Contract Documents will be notified by email when Addenda have been posted for the Project to the electronic bidding system. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the City's Finance Department, Purchasing Division, to verify that he has received all Addenda issued, if any, prior to the bid opening. Bidders shall acknowledge receipt of all Addenda by indicating in the appropriate place in the Bid that they have received all Addenda.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents and are provided herein. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an

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authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the bid form may result in the bid being deemed non-responsive.

8. 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.

9. DESIGNATION OF SUBCONTRACTORS; PCC 3400(C) FINDINGS

Pursuant to State law, Bidders must designate the name, location, DIR registration and contractor's license number of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor's form. Please note that if the "PCC 3400(c)" column in the Designation of Subcontractor's form states "yes", then 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 (a copy of the applicable approved Notice Designating Sole Source Equipment and Products Specifications is available upon request from the City). In such cases, there may be only one subcontractor qualified or authorized to perform a portion of the work described, so Bidders must take note and ensure that you list the proper subcontractor.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code (as well as Public Contract Code Section 20103.5 when federal funds are involved), the successful bidder must possess proper licenses for performance of this Contract before the Contract is awarded. Subcontractors must possess the appropriate licenses for each specialty subcontracted before the Contract is awarded. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

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11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

The bid security must be submitted in hard copy directly to the City and shall be delivered to the City's Finance Department – Purchasing Division office, 400 South Vicentia Ave., Suite 320, Corona, CA 92882 prior to the bid closing date and time specified in the Notice Inviting Bids.

If Bidder elects to provide the required bid security in the form of a bid bond, the original hard copy bid bond must be submitted to the City at the address indicated above prior to the specified date and time for bid opening. The City must receive an original bid bond and therefore it should not be included in the PlanetBids upload.

An electronic bid not accompanied by (a) cash; (b) certified check made payable to the City; (c) or cashier's check made payable to the City; or (d) an acceptable bid bond payable to the City, submitted in hard copy to the City may be rejected.

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13. SUBMISSION OF SEALED BIDS

All Bids must be submitted at the time and place and in the manner set forth in the Notice Inviting Bids. Bids must be made on the bid forms set forth herein. If the Notice Inviting Bids requires the use of the electronic bidding system, pursuant to Public Contract Code Sections 1600 and 1601, Bids must be made on the bid forms provided therein.

City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery

14. DELIVERY AND OPENING OF BIDS

Bids will be received by the City in the manner set forth in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bid results will be posted to the City's PlanetBids electronic bidding system no earlier than the close of bid. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. The Bid shall state the unit prices, the total amount of each bid item and the Total Bid Price for which the Bidder proposes to complete the work as specified by the Contract Documents, including but not limited to labor, materials and goods. If the unit price and the total amount stated by a Bidder for any item do not agree, the unit price alone shall be considered as representing Bidder's intention, and the total price for that item shall be corrected by the City to conform thereto.

15. WITHDRAWAL OF BID

Electronic bids may be withdrawn prior to the date and time set forth in the Notice Inviting Bids. If hard copy bids are authorized by the City, a Bid may be withdrawn by the Bidder prior to bid opening only by means of a written request signed by the Bidder or its properly authorized representative.

16. RELIEF FROM THE BID DUE TO A MISTAKE

Pursuant to Sections 5100 through 5107 of the Public Contract Code, a Bidder may be relieved of its bid by the City.

Pursuant to Section 5103 of the Public Contract Code, the Bidder shall establish to the satisfaction of the City that:

A. A mistake was made.

B. The Bidder gave the City written notice of the mistake within 5 days after the date of the

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Bid opening specifying in detail how the mistake occurred.

C. The mistake made the Bid materially different than the Bidder intended it to be.

D. The mistake was made in filling out the Bid and not due to error in judgment or to carelessness in inspecting the Work site, or in reading the Plans and Specifications.

Pursuant to Section 5105 of the Public Contract Code, a Bidder who claims a mistake shall be prohibited from participating in further bidding on the Contract on which the mistake was claimed.

17. BASIS OF AWARD; BALANCED BIDS

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid as determined from the base bid items, only. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

18. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit a subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

19. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

20. AWARD PROCESS

Once 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 Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (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.

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21. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's Deputy Director of Finance. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing within five (5) calendar days after the bid opening date;

B. Clearly identify the specific irregularity or accusation;

C. Clearly identify the specific City staff determination or recommendation being protested;

D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and

E. 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 Deputy Director of Finance, or other designated City staff member, shall review the basis of the protest and all relevant information. The Deputy Director of Finance will provide a written decision to the protestor. The protestor may then appeal the decision of the Deputy Director of Finance to the Finance Director. The decision from the Finance Director is final and no further appeals will be considered.

22. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

23. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300. City expenses for administration of the Escrow Agreement shall be billed quarterly to the Contractor pursuant to the City's current Fee Recovery Schedule effective October 4, 2026:

Set up fees (one time only)	$361.00
Monthly maintenance fee	$117.00

24. PREVAILING WAGES

Refer to the Notice Inviting Bids and Article 8 of the Contract for Prevailing Wage requirements.

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25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

26. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. 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 as such in the State of California and satisfactory to the City. The Performance Bond and 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.

27. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the General Conditions, including any deadlines for substitution requests**.**

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

29. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

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30. 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 Information Required of Bidders page. Any serious or willful violation falling within the timeframes noted above may render a bid as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the Information Required of Bidders page 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.

31. IRAN CONTRACTING ACT

Pursuant to the Iran Contracting Act of 2010 (public contract code 2200-2208), vendors/bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars ($1,000,000) or more if the vendor/bidder engages in investment activities in Iran. For bids $1,000,000 or more, bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the state of California and shall complete the Iran contracting act certification form and submit with their bid. Failure to do so may deem contractor's bid non-responsive.

32. FLEET COMPLIANCE CERTIFICATION

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the bid non-responsive.

END OF INSTRUCTIONS TO BIDDERS

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BID FORM

NAME OF 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:

SOUTH MALL BUILDING "B"
PROJECT NO. FC-2027-09, NIB 27-020SB

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

The undersigned hereby proposes to the City to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the City, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Bid Schedule.

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 Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is either:

☐ CURRENTLY LICENSED: Bidder is currently licensed in accordance with the law providing for the registration of Contractor as follows:

License No. _____

Expiration Date_____

Class of License_____

☐ TO BE LICENSED: Bidder shall have the following license in accordance with the law providing for the registration of Contractors before the Contract is awarded:

Class of License_____

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If the bidder is a joint venture, each member of the joint venture must include the above information.

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

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

Addenda No. _____ Dated: _____

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.

2. Attached is the fully executed Non-Collusion Declaration form.

3. Attached is the completed Designation of Subcontractors form.

4. Attached is the completed Bidder Information Form.

5. Attached is the completed Subcontractor Experience Form.

6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

7. Attached is the completed Fleet Compliance Certification

8. Attached is the fully executed Iran Contracting Act Certification form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

The basis of Award of this Contract shall be on the lowest total for the base bid items, only. 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. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

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If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates.

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: _____

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BID SCHEDULE

Contractor shall complete the Electronic Bid Schedule found in the Line Items tab within the PlanetBids electronic bidding system and enter its bid prices there to furnish all labor, materials, equipment, tools, transportation, and services, and 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.

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Builder's Risk Insurance for Earthquakes and/or Tidal Waves (Acts of God)	LS	1		
2.	Hazardous Building Materials Abatement Work per report prepared by Ninyo & Moore titled **Hazardous Building Materials Survey** dated January 16, 2026, and in accordance with **Procedure 5 Plan** prepared by Ninyo & Moore dated January 23, 2026.	LS	1		
3.	Demolition Work identified in the Demolition Permit for Corona South Mall Building B- **Approved Demolition Plans-Permit: B25-04335**. Approved on February 11, 2026. File name: Demolition_Permit_B25-04335-Approved.	LS	1		
4.	Work identified in Corona South Mall Building 'B' Core and Shell Improvement Plans- **Approved Building Plans- Permit: B25-04476**. Approved on October 07, 2026.File Name: Building Plans-Permit_B25-04476-_Approved.	LS	1		
5.	Work identified in City of Corona South Mall Building 'B' **Precise Grading Plans** prepared August 25, 2026. File name: Precise Grading Plans-Permit _PWGR2026-0017-Approved.	LS	1		
6.	Work identified in **Public Improvements Drawing No. 1541 Delta 1** prepared on August 13, 2026. File name: Public Improvements Set-Permit_PWPR2026-001-Approved.	LS	1		
7.	Work identified in Building Improvement for Corona South Mall Building "B" - **Fire Protection Plans** prepared September 17, 2026. File name: Fire Protection Plans- Approved.	LS	1		
8.	Work Identified in the Corona South Mall Building "B" **Tenant Improvement**, issued	LS	1		

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	October 14, 2026. File name: TI - Plan Check Submittal – PC2.				
9.	Allowance – Southern California Edison Utility Coordination-	LS	1	$50,000	$50,000
10	Allowance – Southern California Gas Company-	LS	1	$25,000	$25,000

If the Contract Documents specify alternate bid items, the following Alternate Bid amounts shall be added to the Total Bid Price entered above, at the City's sole option. The City can choose to include one or more of the Alternate Bids in the Project. If any of the Alternate Bids are selected by the City, the resulting amount shall be added to the Total Bid Price for the Project. The City may select one or more of the Alternate Bids at the below-stated Bid Price up to sixty (60) days following award of the Contract. The City can award/select Alternate Bid items at any time(s).

NO.	ALTERNATE ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Asphalt pavement grind and overlay in alleyway south of Building B, between S Main Street and Ramona Avenue, shown in Bid Alternates exhibit BID.01	LS	1		
2	Asphalt pavement grind and overlay in the alleyway between Building B parking lot and 8th Street, shown in Bid Alternates exhibit BID.	LS	1		

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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 _____

Dated _____

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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BID BOND

The makers of this bond are, _____ _____, as Principal, and _____ _____, as Surety and are held and firmly bound unto the City of Corona, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated _____, 2026, for the South Mall Building "B" Project.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2026, the name and corporate seal of each corporation.

(Corporate Seal)

_____
Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

(Attach Attorney-in-Fact Certificate)

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Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: **This acknowledgment is to be completed for Contractor/Principal.**

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Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: **This acknowledgment is to be completed for the Attorney-in-Fact.** The Power-of-Attorney to local representatives of the bonding company must also be attached.

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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, including bridges, 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 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.

Portion of Work to be done by Subcontractor	**Name of Subcontractor**	**Location of Business (Address)**	**CSLB Contractor License No.**	**DIR Registration Number**

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Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business (Address)	CSLB Contractor License No.	DIR Registration Number

(Attach additional sheets if necessary)

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS

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INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[***Indicate not applicable ("N/A") where appropriate.***]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

_____

_____

_____

Email Address Telephone Number

4.0 _____ _____

License Number DIR Registration Number

5.0 How many years has Bidder's organization been in business as a Contractor? _____

6.0 How many years has Bidder's organization been in business under its present name? _____

6.1 Under what other or former names has Bidder's organization operated?:_____

7.0 If Bidder's organization is a corporation, answer the following:

7.1 Date of Incorporation: _____

7.2 State of Incorporation: _____

7.3 President's Name: _____

7.4 Vice-President's Name(s): _____

_____

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7.5 Secretary's Name: _____

7.6 Treasurer's Name: _____

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization: _____

8.2 Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

9.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

10.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

_____

11.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

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13.0 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.*

_____

_____

14.0 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:

_____

_____

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

_____

_____

16.0 List Trade References:

_____

_____

_____

_____

17.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

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18.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

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B. LIST OF CURRENT PROJECTS (Backlog)

[***Duplicate Page if needed for listing additional current projects.***]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone

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C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[***Duplicate Page if needed for listing additional completed projects.***]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

Docusign Envelope ID: 584E14D8-EAEC-8CB5-82CC-535F5EF98E3A

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

   _____

   _____

   _____

2. Summarize each person's specialized education:

   _____

   _____

   _____

3. List each person's years of construction experience relevant to the project:

   _____

   _____

   _____

4. Summarize such experience:

   _____

   _____

   _____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

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Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____
_____
_____
_____
_____

E. SAFETY REQUIREMENTS/VIOLATIONS

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

___ Serious ___ Willful ___ Repeat ___ Other ___ Unclass ___ Total

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F. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

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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 forgoing 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, bid 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

_____

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Party Submitting Bid

NON-COLLUSION DECLARATION

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FLEET COMPLIANCE CERTIFICATION

IN-USE OFF-ROAD DIESEL FUELED FLEETS

THIS FORM IS TO BE COMPLETED BY BIDDERS AND ALL SUBCONTRACTORS

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☐ The Fleet is subject to the requirements of the Regulation, and the appropriate **Certificate(s) of Reported Compliance have been attached hereto**.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and **reasoning for exemption has been attached hereto**.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ The Fleet does not fall under the Regulation or are otherwise exempted and a **detailed reasoning is attached hereto**.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: 584E14D8-EAEC-8CB5-82CC-535F5EF98E3A

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID IF BID AMOUNT IS $1,000,000 OR MORE)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a public entity contract for goods or services of $1,000,000 or more, a bidder must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder identified below, and the bidder identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Bidder Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in (City/State)*

Docusign Envelope ID: 584E14D8-EAEC-8CB5-82CC-535F5EF98E3A

IRAN CONTRACTING ACT

Docusign Envelope ID: 584E14D8-EAEC-8CB5-82CC-535F5EF98E3A

CONTRACT

THIS CONTRACT is made this _____ day of _____, 20___, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and _____, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

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

SOUTH MALL BUILDING "B", PROJECT NO. FC-2026-##, NIB ##-###CA

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

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **365 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars ($_____). 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 **$9,500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

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

Notice Inviting Bids
Instructions to Bidders
Contractor's Bid Forms

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Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Special Provisions, including - Section R
Technical Specifications
Greenbook Standard Specifications, 2024 Edition (Sections 1-8 Excluded)
Addenda
Appendices
Plans and Contract Drawings
Standard Plans
Reference Documents
Manufacturer's Installation Recommendations and Instructions
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

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responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. This Contract is subject to compliance monitoring and enforcement by the DIR. o contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5 and 1771.1. The Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project 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's Project Manager. 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.

ARTICLE 9. ASSIGNMENT/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, the following provisions shall apply: (1) City enters into this Contract on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s); and (2) 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 on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

[SIGNATURES ON FOLLOWING PAGE]

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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:** _____ Signature _____ Name _____ Title **Attest:** _____ Sylvia Edwards, City Clerk City of Corona, California **Recommended By:** _____ Signature _____ Name _____ Title	**[NAME OF CONTRACTOR]** **By:** _____ Signature _____ Name _____ Title _____ License Number **By:** _____ Signature _____ Name _____ Title

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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Corona (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **South Mall Building "B", Project No. FC-2027-09NIB 27-020SB** (hereinafter referred to as the "Project").

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

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

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

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains.

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Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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

(3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed

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thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

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SIGNATURES ON FOLLOWING PAGE]

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SIGNATURE PAGE FOR
CITY OF CORONA
PERFORMANCE BOND

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

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

_____
Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

_____
Name (Type or Print)

_____
Title (Type or Print)

SURETY
(Seal of Surety)

_____
Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

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

THIS IS A REQUIRED FORM
Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

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

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

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Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: **This acknowledgment is to be completed for Contractor/Principal.**

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, 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 of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ Individual
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Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

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Number of Pages

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Date of Document

_____
Signer(s) Other Than Named Above

NOTE: **This acknowledgment is to be completed for the Attorney-in-Fact.** The Power-of-Attorney to local representatives of the bonding company must also be attached.

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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 designsated as the "Principal," a contract for the work described as follows: **South Mall Building "B", Project No. FC-2027-09 NIB 27-020SB** (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.

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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.

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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

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Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

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Date of Document

_____
Signer(s) Other Than Named Above

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COUNTY OF _____

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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 of Notary Public

OPTIONAL

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☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the City .

b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal or tsunami waves.

c. Approval means written authorization by Engineer and/or City .

d. Contract Documents includes all documents as stated in the Contract.

e. City and Contractor are those stated in the Contract. The terms City and Owner may be used interchangeably.

f. Day shall mean calendar day unless otherwise specifically designated.

g. Engineer shall mean the Public Works Director or his or her designee, of the Public Works Department for the City of Corona, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents.

h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or City.

i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or City is intended, unless stated otherwise.

j. Install means the complete installation of any item, equipment or material.

k. Material shall include machinery, equipment, manufactured articles, or construction such as formwork, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

l. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

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m. Project is The Work planned by City as provided in the Contract Documents.

n. Provide shall include providing complete in place, that is, furnish, install, test, and make ready for use.

o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-8 of the Standard Specifications for Public Works Construction ("Greenbook"), 2024 Edition, which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.

q. The Work means the entire improvement planned by the City pursuant to the Contract Documents.

r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

a. **Contract Documents**. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

b. **Interpretations**. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives
2. Addenda
3. Special Conditions
4. Special Provisions
5. Technical Specifications
6. Plans and Contract Drawings
7. Contract
8. General Conditions
9. Instructions to Bidders
10. Notice Inviting Bids
11. Contractor's Bid Forms

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12. Greenbook Standard Specifications, 2024 Edition (Sections 1-8 Excluded)
13. Standard Plans
14. Reference Documents
15. Appendices
16. Manufacturer's Installation Recommendations and Instructions

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

c. **Conflicts in Contract Documents**. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.

d. **Organization of Contract Documents**. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, digital copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

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c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.

d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

a. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.

Notwithstanding the above, pursuant to Section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.

d. Pursuant to Government Code section 4216.2, Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days but not more than 14 days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the

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underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. The date of the notification shall not count as part of the two working day notice. Before notifying the appropriate regional notification center, the Contractor shall delineate the area to be excavated. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

e. The Contractor's attention is directed to the requirements of Government Code section 4216.2 (c) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting." The Contractor shall notify the City in advance of this meeting.

f. The Contractor is solely responsible for contacting the regional notification center prior to any excavation, and operators are solely responsible for marking their subsurface installations to comply with Government Code section 4216 et seq. The Contractor's sole remedy for any failure of an operator to properly mark its subsurface installations is limited to a claim against the operator pursuant to Government Code section 4216 et seq., and the Contractor cannot assert a claim against the City for an operator's failure.

ARTICLE 6. SCHEDULE

a. **Estimated Schedule.** Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

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b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.

c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SUBSTITUTIONS

a. Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

b. Unless specifically designated in the Contract Documents, 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 the Contract Documents. However, the City may have adopted certain uniform standards for certain materials, processes and articles.

c. 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 the Contractor. 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.

d. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the 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

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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.

e. The Contractor shall bear all of the City's costs associated with the review of substitution requests.

f. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article.

g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

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b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the City. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

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ARTICLE 12. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

b. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the City.

ARTICLE 13. 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. The City reserves the right to Approve all subcontractors. The 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.

ARTICLE 14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City.

b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.

c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

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ARTICLE 15. UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, internet, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, internet, gas, oil, and sewer charges required for completion of the Project.

c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.

d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the City, use the City's existing utilities by compensating the City for utilities used by Contractor.

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the City. Contractor may either request reimbursement from the City for such fees, or shall be responsible for arranging and coordination with City for the payment of such fees.

ARTICLE 17. TRENCHES

a. Trenches Five Feet or More in Depth. The Contractor shall submit to the City, in advance of excavation, 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 any trench or trenches five feet or more in depth. If the plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations,, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Project site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

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b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2) Subsurface or latent physical conditions at the site differing from those indicated.

3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the City's applicable waste reduction and recycling requirements, the Contractor shall manage all construction and demolition (C&D) waste using one of the following methods:

1. **City Franchise Hauler:** Utilize the City's designated franchise hauler for the collection, transportation, and processing of C&D waste; or
2. **Self-Haul:** Self-haul source-separated recyclable materials to an appropriate recycling or processing facility.

If the Contractor elects to self-haul C&D waste, the Contractor shall submit weight tickets, receipts, and written documentation demonstrating that the required waste diversion goals have been achieved with each monthly progress payment request. The Contractor shall also complete and execute any certification forms required by the City or other applicable agencies to document compliance with applicable waste diversion and recycling requirements.

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All costs associated with C&D waste management, recycling, documentation, reporting, and compliance with these requirements shall be the sole responsibility of the Contractor.

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, 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 Article 52.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9

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and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT

a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.

c. Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. 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

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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.

e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

ARTICLE 23. CLEANING UP

a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Engineer. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq*). All Project surveying notes and "cut-sheets" are to be provided to the City after the

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completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

ARTICLE 25. EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

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d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

f. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

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1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2) Provide substantial barricades around any shrubs or trees indicated to be preserved.

3) Deliver materials to the Project site over a route designated by the Engineer.

4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

6) 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.

7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

9) At the completion of work each day, leave the Project site in a clean, safe condition.

10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

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ARTICLE 28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. INSPECTOR'S FIELD OFFICE

a. The Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning at Contractor's expense.

b. A table satisfactory for the study of plans and two chairs shall be Provided by Contractor. Contractor shall Provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars ($25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.

b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise Approved by the Engineer:

    1) Powered Vehicles

    2) Construction Equipment

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3) Loading and Unloading Vehicles

4) Domestic Power Tool.

ARTICLE 32. PAYROLL RECORDS

a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").

c. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

d. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

e. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.

f. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole

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responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

g. In the event of noncompliance with the requirements of this Section, the Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the City, forfeit one hundred dollars ($100) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

h. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 33. PREVAILING RATES OF WAGES

a. The 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 certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws.

b. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

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c. It is most efficient for the Contractor to obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may obtain a copy of the prevailing rates of per diem wages from the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

d. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

e. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than two hundred dollars ($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.

f. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other

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classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law. As a condition precedent to City's lawful capacity to enter this Contract, and in executing this Contract, Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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 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 this Article 36 or any of its sub-sections.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Contract to make the same verifications and comply with all requirements and restrictions provided for in this Article 36.

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 Article 36; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Article 36; or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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Debarment of Contractors and Subcontractors. Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

ARTICLE 36. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 37. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

ARTICLE 38. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars ($1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

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ARTICLE 39. COMMERCIAL GENERAL LIABILITY INSURANCE

a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, occurrence version Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than five million dollars ($5,000,000) 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, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

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f. Such insurance shall comply with the provisions of Article 44 below.

ARTICLE 40. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this occurrence version Contract Automobile Liability Insurance in the amount of, at least, five million dollars ($5,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the City. Such insurance shall comply with the provisions of Article 44 below.

ARTICLE 41. BUILDERS' RISK ["ALL RISK"]

a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, and Acts of God, in an amount to cover 100% of the replacement cost. City shall be named as loss payee as their interest may appear. The City accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the City a certificate evidencing fire insurance coverage.

b. In accordance with CA Public Contract Code section 7105(a), the insurance premium for any damage to the work caused by an Act of God is a separate bid item.

c. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

    1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

    2) Coverage shall include all materials stored on site and in transit.

    3) Coverage shall include Contractor's tools and equipment.

    4) Insurance shall include boiler, machinery and material hoist coverage.

d. Such insurance shall comply with the provisions of the Contract Documents.

ARTICLE 42. 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. Defense costs shall be paid in addition to the limits.

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ARTICLE 43. POLLUTION LIABILITY/ASBESTOS POLLUTION LIABILITY

Contractor shall procure and maintain, and require its subcontractors performing work involving environmental remediation, asbestos abatement or other pollution or hazardous materials services, including related professional services, to procure and maintain, for a period of five (5) years following completion of the contract, Contractors Pollution Liability and Asbestos Pollution Liability insurance with limits no less than **$2,000,000 per claim or occurrence and $4,000,000 aggregate** per policy period of one year. The policies shall not contain exclusions for lead based paint, asbestos or mold. If any coverage is written on a claims made form, the retroactive date must be shown, and this date must be before the execution of the date of the agreement or the beginning of contract work. If coverage is cancelled or nonrenewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, or start of work date, Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirement must be submitted to the City for review.

The policies shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the liability arising out of Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith and including any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials, if applicable. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Such insurance shall comply with the provisions of Article 44, Form and Proof of Carriage of Insurance.

ARTICLE 44. FORM AND PROOF OF CARRIAGE OF INSURANCE

a. 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. Insurance deductibles or self-insured retentions must be declared by the Contractor and approved by the City.

b. Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The City, its Directors and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance

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carrier(s) that shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance, 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 receipt by Contractor. In the event of a material modification or cancellation of coverage, the City may terminate or Stop Work pursuant to the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

d. The City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 45. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and

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its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

1) Adverse Weather days: Workday Delays due to adverse weather conditions will not be allowed for weather conditions which fall within parameters listed herein. Adverse weather delays may only be allowed if the number of days of adverse weather exceeds these parameters and Contractor can verify that adverse weather caused delays. Adverse weather shall be included from the Contractors CPM Schedule for working days (WD) – Contractor may choose what days in the following month they wish to include. A total of 36 days per Calendar year. If excess weather days are encountered per Standard Specification, the Contractor may be entitled to a time extension for the excess days experienced. The excess or scarcity of adverse weather days shall be calculated over a calendar year.

Month	Adverse Weather Days		Month	Adverse Weather Days
January	5		July	0
February	5		August	0
March	5		September	0
April	5		October	3
May	3		November	5
June	0		December	5

2) If there are months with less than the anticipated number of inclement/adverse weather days specified herein, the City reserves the right to transfer the unused inclement weather days to other months of the Contract Time for which Contractor has requested a time extension because of adverse weather conditions.

3) If there is a month with more than the anticipated number of inclement weather days specified herein, and Contractor has requested a time extension because of adverse weather, the City reserves the right to transfer unused or pre-used inclement weather days from other months of the Contract Time to the month in question. Contractor shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event, plus any inclement weather days transferred by the City from other month (whether completed or future) of the Contract Time has been exceeded.

4) The adverse weather day duration shall not be used in calculating the Contractors' productivity rate. The Contractor may choose which specific days in the month are to

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become non-working within the given month to the extent the adverse weather/rain day does not fall on a Holiday, Weekend, Black Friday, or previously excluded day.

5) The adverse weather day shall be promptly noted and within 24 hours after the occurrence provide written notification to the City in the form of a Time Impact Analysis ("TIA") with the minimum of information to be provided below:

- Detailed accounting of any/all working on-site (on non-working day) shall be documented, including critical path items and non-critical path, notification shall include a schedule with highlighted items on the schedule of tasks performed,
- Notification shall include back-up (photos) and detailed explanation as to why the schedule construction tasks cannot be worked on,
- Schedule shall include tracked non-working day and next scheduled duration after delay, if known,
- Notification shall also include plan to what current construction activities are happening to get back to the scheduled task and how long tasks are expected.
- TIA shall be numbered and dated sequentially when submitted.

d. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

e. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 46. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;

b. 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

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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.

c. 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.

d. 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.

e. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 47. 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 utilities, 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 but not limited to, internet, telephones, telephone appurtenances, computer and printer, and copying machine.

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7. Providing on-site communication facilities for the Owner and the Engineer.

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.

14. Pre-construction photos and video

ARTICLE 48. PAYMENTS

a. The City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.

b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising from this Contract.

e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

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f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 49. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the City may retain under other provisions of the Contract Documents the City may withhold payments due to Contractor as may be necessary to cover:

a. Stop Notice Claims.

b. Defective work not remedied.

c. Failure of Contractor to make proper payments to its subcontractors or suppliers.

d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.

e. Damage to another contractor or third party.

f. Amounts which may be due the City for claims against Contractor.

g. Failure of Contractor to keep the record ("as-built") drawings up to date.

h. Failure to provide updates on the construction schedule.

i. Site clean up.

j. Failure of the Contractor to comply with requirements of the Contract Documents.

k. Failure of the Contractor to return in good working order construction meters and potable water backflow prevention devices.

l. Liquated damages.

m. Legally permitted penalties.

Upon completion of the Contract, the City will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 50. CHANGES AND EXTRA WORK

a. **Change Order Work.**

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1) The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the City requests that proposals be submitted in less than seven (7) Days.

4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.

6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City.

7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the City's estimate of cost. If the change is issued based on the City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

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8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

(a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.

(c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of $1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates set forth in the California Department of Transportation ("Caltrans") Equipment Rental Rate Book in effect on the date the equipment is used.

(d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost of the Work" is defined as consisting of costs of labor, materials and tools and equipment only excluding markup.

ii. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at a rate of one percent (1.5%) of the Net Cost of the Work.

iii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

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iv. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

v. A markup of ten percent (10% on the first $5,000 of the subcontracted portion of the Extra Work and a markup of five percent (5%) on work added in excess of $5,000 of the subcontracted portion of the Extra Work may be added by the Contractor.

vi. No additional markup will be allowed for lower tier subcontractors.

9) For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

13) If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a change order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

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14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.

15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

16) For Change Orders, whether additive or deductive, and for work classified as Extra Work, the allowance for overhead and profit shall include fully burdened compensation for all project management, superintendence, insurance premiums, sick, holiday, vacation, taxes, field office expense, extended overhead, home office overhead, accounting, timekeeping, ownership oversight and any other items of expense e.g., Change Order estimating and preparation cost, claims preparation cost, project accounting, schedule analysis, project management, and field engineering.

Extended overhead shall be any and all costs incurred either in the field or at the Contractor's office resulting from Extra Work excluding direct costs related to direct hourly labor, equipment, or materials necessary to complete the Extra Work.

ARTICLE 51. OCCUPANCY

The City reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 52. INDEMNIFICATION

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses

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and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 53. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 54. RESOLUTION OF CONSTRUCTION CLAIMS

a. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

b. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.

c. Failure to follow the contractual requirements in this Article shall bar any claims or subsequent lawsuits for compensation or payment thereon.

d. The Contractor will submit the claim justification in the following format:

1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

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2) List of documents relating to the claim

(a) Specifications

(b) Drawings

(c) Clarifications (Requests for Information)

(d) Schedules

(e) Other

3) Chronology of events and correspondence

4) Analysis of claim merit

5) Analysis of claim cost

6) Analysis of time impact analysis in CPM format

7) Cover letter and certification of validity of the claim

e. Upon receipt of a claim pursuant to this Article, the City shall respond in writing within 45 days of receipt of a claim and shall identify what portions of the claim are disputed and undisputed. The City and Contractor may mutually agree to extend the 45 day response time.

f. Any undisputed portions of a claim shall be paid within 60 days of the day on which they became undisputed.

g. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.

h. The City's written response to the claim shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

i. **Meet and Confer.** If the City fails to respond to a claim or if Contractor disagrees with the City's response, Contractor may submit a written demand, within 15 days of the City's response or failure to respond, for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail. Upon receipt, the City shall schedule the conference within 30 days.

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j. **Meditation.** Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time. If the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

1) Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

k. If following the mediation, the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the completion of the Meet and Confer process.

l. Except as provided herein, nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

m. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

1) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to

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commencement of the action in accordance with Public Contract Code Section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

n. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

o. **Government Code Claim.** 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. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to the Contractor excepting only new unrelated claims that arise after the Government Code claim is submitted.

p. The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall

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result in the claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

q. Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and the City shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and the City.

ARTICLE 55. CITY'S RIGHT TO TERMINATE CONTRACT

a. **Termination for Cause**: The City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Project. If the City takes over The Work, the City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

b. **Termination For Convenience:** The City may terminate performance of The Work in whole or, in part, if the City determines that a termination is in the City's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1) Stop Work as specified in the Notice.

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2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.

5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.

6) Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."

7) These provisions are in addition to and not in limitation of any other rights or remedies available to the City.

c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

ARTICLE 56. WARRANTY AND GUARANTEE

a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

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c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

d. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.

e. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

1) Obtain for City all warranties that would be given in normal commercial practice;

2) Require all warranties to be executed, in writing, for the benefit of the City; and

3) Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

This Article shall not limit the City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 57. DOCUMENT RETENTION & EXAMINATION

a. In accordance with Government Code Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

b. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

c. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and

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completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 58. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 59. SEPARATE CONTRACTS

a. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.

c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 60. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective

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upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 61. NOTICE OF 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.

ARTICLE 62. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 63. INTEGRATION

a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 64. ASSIGNMENT/CORONA UTILITY AUTHORITY

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the City. Any assignment without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

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, the following provisions shall apply: (1) City enters into this Contract on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s); and (2) 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

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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.

ARTICLE 65. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 66. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor 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 the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the City makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 67. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 68. LAWS AND REGULATIONS

a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

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b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

ARTICLE 69. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the City, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 70. OWNERSHIP OF DRAWING

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of The Work.

ARTICLE 71. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 72. PERSONAL PROTECTION EQUIPMENT

The City requires personal protective equipment, including but not limited to hard hats, yellow or orange reflective safety vests, eye protection, long trousers and closed-toe shoes, be worn at all times by the Contractor, all subcontractors, sub-subcontractors, vendors or suppliers for the work performed at the jobsite, and Contractor shall be responsible for actively enforcing the requirement for the protection of all its workers. This requirement shall be in addition to any current safety practices as required by federal, state and local laws, ordinances, rules and regulations.

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SPECIAL CONDITIONS

SOUTH MALL BUILDING "B" CIP NO. FC-202X-XX

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1. PROJECT DESCRIPTION

The South Mall Building "B" project will convert an existing 99-cent store building into a food hall, roller rink, bar, and performance stage for events. This will provide an entertainment center for the community and surrounding cities.

2. LOCATION OF THE CONTRACT WORK SITE

The construction work is located at the South Mall Building "B" Project site at 725 South Main Street, Corona, California 92882 within the City of Corona, Riverside County, California. The project property site is surrounded by East 6th Street, Ramona Ave, South Main Street, and East 8th Street.

3. ISSUED FOR BID / PERMITTED PLAN SET CLARIFICATION

The Contractor is advised that the City will issue a grading permit to allow construction of the building pad. Upon completion of grading, the building pad shall be prepared, tested, and certified in accordance with the approved Geotechnical Report and accepted by the Building Official.

Following acceptance of the building pad certification and completion of all applicable agency reviews, the City will issue the final building permit and the corresponding permitted building plan set. The Issued for Bid (IFB) plans are provided for bidding purposes. Any revisions to the IFB plans will be issued through formal addenda or supplemental plan issuance, as applicable.

The Contractor shall be responsible for sequencing the Work to accommodate this permitting process, including completion of all required grading, compaction, testing, surveying, and geotechnical observations necessary to obtain building pad certification. The Contractor may proceed with authorized work under the grading permit, including grading, site preparation, utilities, and other approved site improvements. No vertical building construction shall commence until the final building permit has been issued by the City.

No additional compensation or extension of Contract Time will be granted for delays resulting from the Contractor's failure to properly sequence the Work or timely obtain the required building pad certification.

4. COORDINATION WITH CITY OPERATIONS AND FACILITY STAFF

The Contractor acknowledges that the South Mall Building "B" Project will result in a significant public facility that will be operated and maintained by the City following

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completion. The completed Project will include new civil and plumbing construction in the public right-of-way and parking lot that requires coordination among multiple City departments.

The Contractor shall coordinate construction activities, testing, training, commissioning, and project closeout activities with applicable City Operations staff to support a successful transition from construction to public operation.

The Contractor shall provide reasonable access and coordination opportunities for City staff, including, but not limited to, Parks and Recreation, Public Works, Facilities, Information Technology, Maintenance Operations, and other applicable City representatives, to review progress, understand installed systems, and prepare for operation and maintenance of the completed facilities.

Operations Coordination Meetings

The Contractor shall participate in coordination meetings with the City and applicable Operations staff as requested by the City. The Contractor shall coordinate with the City's Public Works or the Economic Development staff regarding operational considerations associated with public programming, events, and facility use. The Contractor shall consider operational requirements during construction and shall coordinate work to support the intended use and functionality of the completed facilities.

Pre-Opening Readiness Meeting

Prior to Substantial Completion and anticipated public opening of the facilities, the Contractor shall participate in a pre-opening readiness meeting with the City and applicable Operations staff. The Contractor shall cooperate with the City in resolving outstanding items identified during the readiness review prior to final acceptance.

Training and Demonstration Requirements

The Contractor shall coordinate and provide training for City staff regarding installed systems, equipment, and operational requirements prior to Substantial Completion. Training shall be provided by qualified representatives familiar with the installed systems. Training shall include operating procedures, preventive maintenance requirements, troubleshooting information, manufacturer recommendations, warranties, and applicable documentation.

Operations Review and Turnover Requirements

Prior to Substantial Completion, the Contractor shall coordinate with the City to complete an operations review of the completed improvements. The Contractor shall address

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deficiencies, incomplete work, and outstanding coordination items identified by the City that affect safe, efficient, and effective operation of the facilities.

The Contractor shall provide all required operation and maintenance manuals, warranties, testing reports, commissioning documentation, record drawings, training materials, and other closeout information necessary for City staff to operate and maintain the completed Project. The Contractor shall incorporate coordination with City Operations staff into the Project schedule and shall provide sufficient notice of major testing, startup, commissioning, training, and turnover activities to allow appropriate City participation.

5. COMMUNITY COORDINATION AND PROTECTION OF ADJACENT PROPERTIES

The Contractor acknowledges that the South Mall Building "B" Project is located within an established urban area adjacent to residential neighborhoods, businesses, public facilities, and other active community uses. The Contractor shall perform the Work in a manner that minimizes impacts to surrounding properties, residents, businesses, park users, and the public.

The Contractor shall coordinate construction activities, deliveries, staging areas, and equipment operations to minimize impacts to adjacent properties and maintain safe access to surrounding residences, businesses, sidewalks, and public roadways throughout construction. The Contractor shall provide advance notice to the City of construction activities that may result in significant impacts to the surrounding community, including major demolition activities, large equipment operations, temporary access restrictions, utility interruptions, or other disruptive activities. The Contractor shall maintain clean and orderly construction areas, including appropriate measures to control dust, debris, mud tracking, and materials extending beyond the Project limits. Construction lighting, noise, and operations shall be managed to minimize unnecessary impacts to adjacent residences, businesses, and public facilities. The Contractor shall designate a primary point of contact responsible for coordinating construction-related communications with the City and shall cooperate with the City in responding to questions or concerns from residents, businesses, park users, and other members of the community.

6. GROUNDBREAKING CEREMONY COORDINATION

The Contractor shall coordinate with the City to support a Project groundbreaking ceremony prior to commencement of major construction activities. The Contractor acknowledges that the South Mall Building "B" Project is a significant community investment and that the City may conduct a ceremonial groundbreaking event involving City officials, including members of the City Council, community stakeholders, and project representatives.

The Contractor shall coordinate with the City regarding event logistics and shall provide reasonable assistance necessary to support a safe and successful ceremony. The Contractor

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shall receive reasonable advance notice from the City regarding the anticipated date, time, and location of the groundbreaking ceremony. The Contractor shall coordinate the event within the constraints of the approved Project schedule and shall not perform activities that create an unsafe condition for event participants.

Unless specifically identified elsewhere in the Contract Documents, costs associated with supporting the groundbreaking ceremony shall be considered incidental to the Work.

7. EXISTING UTILITIES AND UNDERGROUND CONDITIONS

The Contractor shall exercise due diligence in reviewing available Contract Documents, existing utility information, survey information, and other available records prior to performing excavation, demolition, grading, trenching, or other subsurface work. The Contractor shall be responsible for coordinating construction activities with affected utility owners and agencies, including, but not limited to, City departments, Southern California Edison, telecommunications providers, water operations, and other utility stakeholders as applicable.

Utility Verification and Coordination
Prior to commencing excavation or other work that may impact existing utilities, the Contractor shall:

- Verify the location, depth, and alignment of existing utilities as necessary to perform the Work.
- Coordinate with Underground Service Alert (USA) and comply with all applicable requirements for utility locating and excavation.
- Perform additional utility investigation, including potholing or other verification methods, when necessary to confirm potential conflicts.
- Protect existing utilities and facilities from damage resulting from construction operations.
- Coordinate utility shutdowns, relocations, temporary services, and tie-ins with the City and affected utility owners.

The Contractor shall not rely solely on available record drawings or survey information and shall field verify existing conditions prior to performing work that may be affected by existing utilities.

Utility Conflicts and Unforeseen Conditions
If the Contractor encounters an existing utility, underground structure, or subsurface condition that differs from the Contract Documents or impacts the Contractor's ability to perform the Work, the Contractor shall immediately notify the City's Construction Manager and suspend affected work until direction is provided.
The Contractor shall not alter, relocate, disconnect, or remove existing utilities or infrastructure without prior written authorization from the City. The Contractor shall

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coordinate any required utility modifications, relocations, temporary services, or protection measures with the City and applicable utility owners. Utility work requiring specialized services, inspections, or approvals shall be performed in accordance with the requirements of the responsible utility owner.

Protection of Existing Infrastructure

The Contractor shall maintain continuous operation of existing utilities and services serving adjacent properties, City facilities, and other active uses unless otherwise approved by the City. The Contractor shall be responsible for repairing damage to existing utilities, infrastructure, and improvements resulting from the Contractor's operations, including damage caused by failure to properly locate, verify, protect, or coordinate work around existing facilities. The Contractor shall include utility coordination and verification activities in the Project schedule and shall account for required utility investigations, approvals, shutdowns, and coordination activities necessary to complete the Work.

8. OWNER-FURNISHED, CONTRACTOR-INSTALLED (OFCI) ITEMS

The Project includes certain materials, equipment, specialty items, and technology systems that will be furnished by the City and installed, connected, integrated, and commissioned by the Contractor. These Owner-Furnished, Contractor-Installed (OFCI) items require coordination between the City, Contractor, suppliers, manufacturers, and other Project stakeholders to ensure proper delivery, installation, protection, and integration into the completed Project.

The Contractor shall be responsible for coordinating all OFCI items with the Project schedule, construction sequencing, adjacent work, utilities, building systems, and applicable Contract Documents. The Contractor shall provide all labor, equipment, supervision, incidental materials, connections, supports, foundations, anchorage, pathways, testing, commissioning, and other work necessary for complete installation and operation of OFCI items unless specifically identified otherwise.

For all OFCI items, the Contractor shall:

- Coordinate delivery schedules with the City and incorporate installation activities into the Project schedule.
- Receive, unload, inspect, handle, and store OFCI items in a manner that protects the materials and equipment from damage, weather, theft, and deterioration.
- Provide secure storage and protection until installation and final acceptance.
- Verify dimensions, compatibility, access requirements, and installation conditions prior to installation.
- Coordinate installation with other trades and ensure OFCI items are properly integrated into the completed improvements.

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- Provide all required labor, equipment, temporary facilities, fasteners, supports, foundations, utilities, connections, pathways, and incidental work necessary for installation.
- Notify the City of any damaged, missing, or defective OFCI items upon receipt or discovery.
- Maintain manufacturer installation requirements, warranties, and documentation as applicable.
- Include OFCI installation activities in required submittals, schedules, coordination meetings, and commissioning activities.

Prior to concealment of walls, ceilings, or other building elements containing OFCI-related infrastructure, the Contractor shall coordinate a field verification meeting with the City and applicable representatives to confirm installation locations, pathways, rough-ins, and readiness for equipment installation. The OFCI will be shown in the Tentative Improvements Plans.

Furniture, Fixtures, and Equipment (FF&E)

The Contractor shall coordinate installation of City-furnished furniture, fixtures, and equipment associated with the South Mall Building "B" Project.

The Contractor shall verify room layouts, access requirements, dimensions, and installation requirements prior to placement. The Contractor shall provide any required blocking, anchorage, power connections, data connections, or other supporting work necessary for proper installation.

9. TRAFFIC CONTROL

The Contractor acknowledges that the South Mall Building "B" Project is located within an established community surrounded by residential neighborhoods, adjacent businesses, public facilities, and existing transportation infrastructure. Construction activities will occur within an active public environment and shall be performed in a manner that minimizes impacts to residents, businesses, pedestrians, bicyclists, motorists, emergency services, and surrounding properties.

The Contractor shall be responsible for maintaining safe and continuous access throughout construction and shall implement appropriate traffic control measures in accordance with the Contract Documents, approved traffic control plans, applicable standards, and the requirements of the City's Traffic Division.

Traffic Control Plan

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Prior to commencing construction activities that may impact public roadways, sidewalks, driveways, or pedestrian routes, the Contractor shall prepare and submit a Traffic Control Plan for review and approval by the City.

The Contractor acknowledges that additional traffic-related work may be required within the public right-of-way, including minor roadway improvements, driveway access modifications, traffic control enhancements, and transit-related improvements. Such improvements may include, but are not limited to, modifications to driveway channelization features (commonly referred to as "porkchops"), curb and access improvements, and installation of a new bus turnout.

The Contractor shall coordinate all right-of-way improvements with the City and shall provide all labor, equipment, materials, permits, notifications, and incidental work necessary to complete the improvements in accordance with approved plans and City requirements. The Contractor shall maintain safe access to adjacent properties throughout construction. The Contractor shall coordinate construction vehicle movements to minimize impacts to surrounding neighborhoods and businesses. The Contractor shall be responsible for furnishing, installing, maintaining, and removing all temporary traffic control devices necessary to safely perform the Work. The Contractor shall coordinate traffic control activities with all construction operations and shall include traffic control requirements in the Project schedule, site logistics plan, and construction sequencing.

No additional compensation shall be provided for traffic control measures required to safely perform the Work, unless specifically identified as a separate allowance or directed additional work by the City.

10. CONSTRUCTION NOISE AND VIBRATION CONTROL

The Contractor acknowledges that the South Mall Building "B" Project is located within an established community surrounded by residential neighborhoods, adjacent businesses, public facilities, and other sensitive receptors. Construction activities may generate noise and vibration impacts associated with demolition, grading, excavation, material deliveries, equipment operation, and building construction.

The Contractor shall perform all Work in a manner that minimizes unnecessary noise and vibration impacts to surrounding properties while maintaining compliance with applicable federal, state, and local regulations, including applicable City noise control requirements.

Noise Control Measures

The Contractor shall implement reasonable measures to minimize construction-related noise impacts, including, but not limited to:

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- Maintaining equipment and construction vehicles in proper operating condition, including properly functioning mufflers and noise control devices;
- Avoiding unnecessary idling of construction equipment and vehicles;
- Locating stationary equipment, staging areas, and material storage areas in locations that minimize impacts to nearby residences and businesses;
- Utilizing construction methods and equipment that reduce unnecessary noise when feasible;
- Sequencing work activities to minimize prolonged or repetitive high-noise operations;
- Providing advance notice to the City regarding activities expected to generate significant noise impacts, including demolition, concrete placement, utility work, and other major construction activities;
- Coordinating work activities to avoid unnecessary disruption to surrounding properties; and
- Promptly responding to noise-related concerns identified by the City.

Construction Hours

The Contractor shall perform construction activities during approved hours established by the City and shall comply with all applicable restrictions regarding allowable construction times, holidays, weekends, and nighttime work.

Work outside of approved construction hours shall not occur without prior written approval from the City, except for emergency conditions or activities specifically authorized by the Contract Documents.

Vibration Control

The Contractor shall consider potential vibration impacts associated with construction activities, including demolition, excavation, grading, compaction, and heavy equipment operation.

The Contractor shall implement appropriate measures to minimize vibration impacts to adjacent properties, existing improvements, utilities, and public facilities. The Contractor shall be responsible for evaluating construction methods and sequencing to avoid unnecessary impacts.

Community Coordination

The Contractor shall coordinate with the City regarding construction activities that may create significant temporary impacts to nearby residents, businesses, or public facilities. At

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the City's request, the Contractor shall provide advance notification of major activities, including anticipated duration, timing, and potential impacts.

The Contractor shall promptly investigate, and address noise-related complaints associated with construction operations and shall coordinate with the City regarding appropriate corrective measures.

Contractor Responsibility

The Contractor shall be responsible for implementing all noise and vibration control measures necessary to perform the Work in compliance with applicable requirements and to minimize impacts to the surrounding community.

No additional compensation shall be provided for routine noise and vibration control measures required to perform the Work, unless specifically authorized by the City as additional work.

11. GENERAL ALLOWANCE REQUIREMENTS

Allowance Work shall be done as Changes and Extra Work as specified in the General Conditions per Article 50. Allowance Item is the sum of money set aside for the Allowance Item. These amounts shall be included in the Contract Sum upon Award. If the cost of Work done under the Allowance Item is less than the amount assigned to the Allowance Item, the Contract Sum shall be reduced by the difference between the assigned amount and the actual cost.

No allowance work shall be performed without prior written authorization from the City. The City reserves the right to utilize, increase, decrease, or eliminate any allowance, in whole or in part, as determined to be in the City's best interest.

Payment for authorized allowance work shall be based on the actual and reasonable cost of the labor, materials, equipment, subcontracted services, or other approved expenses incurred in performing the work. The Contractor shall submit complete supporting documentation with each request for payment, including, but not limited to, invoices, receipts, subcontractor quotations or invoices, equipment records, labor records, and any other documentation requested by the City to substantiate the costs incurred.

Contractor overhead, profit, and markups associated with authorized allowance work shall be compensated only as permitted by the Contract Documents. No overhead, profit, markup, or other compensation shall be paid on the unused portion of any allowance.
Any unused allowance funds shall remain the property of the City and shall be deducted from the Contract Price through an appropriate Contract Change Order or other contract adjustment.

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12. SOUTHERN CALIFORNIA EDISON (SCE) UTILITY COORDINATION AND ALLOWANCE $50,000

The Contractor shall be responsible for coordinating with Southern California Edison (SCE) for all electrical utility requirements associated with the South Mall Building "B" Project. The Work may require modifications, relocations, upgrades, extensions, or new electrical service infrastructure to support the proposed Project improvements, including all new lighting, electrical panels, and any electrical system shown on the plans.

The Contract includes a Southern California Edison Utility Coordination Allowance in the amount of Fifty Thousand Dollars ($50,000) to compensate the Contractor for unforeseen or supplemental SCE-required work that is not fully defined at the time of bid. The allowance shall be used only upon written authorization from the City and shall be paid based on actual documented costs.

Potential SCE-related work may include, but is not limited to:

- Coordination, applications, reviews, and inspections required by SCE;
- Electrical service upgrades, modifications, or relocations;
- Installation, modification, or relocation of SCE-owned facilities;
- Transformer modifications or replacements;
- Primary and secondary electrical utility extensions;
- Underground conduit, vault, pull box, or service infrastructure modifications;
- Removal, relocation, or adjustment of existing electrical facilities that conflict with proposed improvements;
- Utility shutdown coordination and associated requirements;
- SCE-required testing, inspections, and acceptance activities;
- Restoration of affected improvements resulting from SCE-required work.

The Contractor shall be responsible for all coordination with SCE, including scheduling, submittals, applications, utility agreements, inspections, and compliance with SCE standards and requirements. The Contractor shall include all labor, materials, equipment, supervision, coordination, and incidental work necessary to complete SCE-related improvements unless specifically identified as payable from the allowance.

The Contractor shall not proceed with work associated with the SCE Utility Coordination Allowance without prior written authorization from the City's Construction Manager. The Contractor shall provide supporting documentation, including SCE invoices, approved proposals, labor records, material invoices, and other documentation required by the City to substantiate costs.

Any unused portion of the SCE Utility Coordination Allowance shall remain the property of the City and shall be deducted from the Contract Sum by Change Order at Project closeout.

13. SOUTHERN CALIFORNIA GAS COMPANY COORDINATION AND ALLOWANCE $25,000

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The Contractor shall be responsible for coordinating with Southern California Gas Company for all gas-related utility requirements associated with the South Mall Building "B" Project. The Work may require modifications, relocations, upgrades, extensions, or new gas line service infrastructure to support the proposed Project improvements, including all gas pipe, gas valve, gas meter, and any natural gas system shown on the plans.

The Contract includes a Southern California Gas Company Coordination Allowance in the amount of Twenty-Five Thousand Dollars ($25,000) to compensate the Contractor for unforeseen or supplemental SOCAL GAS-required work that is not fully defined at the time of bid. The allowance shall be used only upon written authorization from the City and shall be paid based on actual documented costs.

Potential SOCAL GAS-related work may include, but is not limited to:

- Coordination, applications, reviews, and inspections required by SOCAL GAS;
- Gas service upgrades, modifications, or relocations;
- Installation, modification, or relocation of SOCAL GAS-owned facilities;
- Gas pipeline modifications or replacements;
- Underground gas pipeline or service infrastructure modifications;
- Utility shutdown coordination and associated requirements;
- SOCAL GAS-required testing, inspections, and acceptance activities;
- Restoration of affected improvements resulting from SOCAL GAS-required work.

The Contractor shall be responsible for all coordination with SOCAL GAS, including scheduling, submittals, applications, utility agreements, inspections, and compliance with SOCAL GAS standards and requirements. The Contractor shall include all labor, materials, equipment, supervision, coordination, and incidental work necessary to complete SOCAL GAS-related improvements unless specifically identified as payable from the allowance.

The Contractor shall not proceed with work associated with the SOCAL GAS Utility Coordination Allowance without prior written authorization from the City's Construction Manager. The Contractor shall provide supporting documentation, including SOCAL GAS invoices, approved proposals, labor records, material invoices, and other documentation required by the City to substantiate costs.

Any unused portion of the SOCAL GAS Utility Coordination Allowance shall remain the property of the City and shall be deducted from the Contract Sum by Change Order at Project closeout.

14. WASTE MANAGEMENT

Contractor shall comply with the City's franchise agreement with Waste Management Company of the Inland Empire for the removal of all construction waste and rubbish generated by the Project.

15. CONTRACTOR'S SUPERVISION

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Article 11 of the General Conditions shall be deleted in its entirety and replaced with the following:

Contractor shall provide the following minimum levels of staffing at the Project site for the duration of the Project, unless otherwise agreed to by the City. Staff must be competent and experienced, and must be able to proficiently speak, read, and write in English. Contractor shall continuously provide efficient supervision of the Project.

1. Project Executive (as needed)
2. Senior Project Manager (as needed)
3. Project Manager (100% of the time)
4. General Superintendent (as needed)
5. Superintendent (100% of the time)
6. Assistant Superintendent (as needed)
7. Project Engineer (100% of the time)

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16. SITE SECURITY

Site security is the sole responsibility of the Contractor.

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TECHNICAL SPECIFICATIONS

THE FOLLOWING TECHNICAL SPECIFICATIONS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY

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DIVISION 02 - EXISTING CONDITIONS
02 41 19 SELECTIVE DEMOLITION

DIVISION 03 - CONCRETE
03 10 00 CONCRETE FORMS AND ACCESSORIES
03 20 00 CONCRETE REINFORCEMENT
03 30 00 CAST-IN-PLACE CONCRETE
03 35 43 POLISHED CONCRETE FINISHING
03 37 13 SHOTCRETE

DIVISION 04 - MASONRY
04 22 00 CONCRETE UNIT MASONRY

DIVISION 05 - METALS
05 12 00 STRUCTURAL STEEL FRAMING
05 40 00 COLD-FORMED METAL FRAMING
05 50 00 METAL FABRICATIONS
05 52 13 PIPE AND TUBE RAILINGS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES
06 10 00 ROUGH CARPENTY
06 16 00 SHEATHING
06 20 23 INTERIOR FINISH CARPENTRY
06 41 00 ARCHITECTURAL WOOD CASEWORK
06 64 00 PLASTIC PANELING
06 64 01 FRP PLASTIC PANELING

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
07 01 50.19 PREPARATION FOR REROOFING
07 13 26 SELF-ADHERING SHEET WATERPROOFING
07 14 16 COLD FLUID-APPLIED WATERPROOFING
07 21 00 THERMAL INSULATION
07 25 00 WEATHER BARRIERS
07 26 00 UNDER-SLAB VAPOR BARRIER
07 27 26 FLUID-APPLIED MEMBRANE AIR BARRIERS
07 54 19 POLYVINYL-CHLORIDE (PVC) ROOFING
07 62 00 SHEET METAL FLASHING AND TRIM
07 71 00 ROOF SPECIALTIES
07 72 00 ROOF ACCESSORIES
07 84 13 PENETRATION FIRESTOPPING

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07 84 43 JOINT FIRESTOPPING
07 92 00 JOINT SEALANTS
07 92 19 ACOUSTICAL JOINT SEALANTS

DIVISION 08 - OPENINGS
08 11 13 HOLLOW METAL DOORS AND FRAMES
08 11 16.13 INTERIOR ALUMINUM DOORS AND FRAMES
08 14 16 FLUSH WOOD DOORS
08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 62 00 UNIT SKYLIGHTS
08 71 00 DOOR HARDWARE
08 80 00 GLAZING

DIVISION 09 - FINISHES
09 22 16 NON-STRUCTURAL METAL FRAMING
09 24 00 CEMENT PLASTERING
09 29 00 GYPSUM BOARD
09 30 13 CERAMIC TILING
09 51 13 ACOUSTICAL PANEL CEILINGS
09 64 66 WOOD ATHLETIC FLOORING
09 65 13 RESILIENT BASE AND ACCESSORIES
09 67 23 RESINOUS FLOORING
09 84 36 SOUND-ABSORBING CEILING UNITS
09 91 13 EXTERIOR PAINTING
09 91 23 INTERIOR PAINTING
09 96 00 HIGH-PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES
10 14 23 PANEL SIGNAGE
10 14 23.16 ROOM-IDENTIFICATION PANEL SIGNAGE
10 21 13.19 PLASTIC TOILET COMPARTMENTS
10 26 00 WALL AND DOOR PROTECTION
10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES
10 43 00 EMERGENCY AID SPECIALTIES
10 44 16 FIRE EXTINGUISHERS

DIVISION 11 – EQUIPMENT
11 40 00 FOOD SERVICE EQUIPMENT
11 66 23.63 COLUMN PADDING

DIVISION 12 - FURNISHINGS
12 36 61.16 SOLID SURFACING COUNTERTOPS

Facility Services Subgroup

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DIVISION 21 - FIRE SUPPRESSION
21 05 17 SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING
21 05 18 ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING
21 05 23 GENERAL-DUTY VALVES FOR WATER-BASED FIRE-SUPPRESSION PIPING
21 05 29 HANGERS AND SUPPORTS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT

21 05 48 VIBRATION AND SEISMIC CONTROLS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT
21 05 53 IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT
21 10 00 WATER-BASED FIRE-SUPPRESSION SYSTEMS
21 11 19 FIRE DEPARTMENT CONNECTIONS
21 12 00 FIRE SUPPRESSION STANDPIPES
21 13 13 WET-PIPE SPRINKLER SYSTEMS

DIVISION 22 - PLUMBING
22 05 00 COMMON WORK RESULTS FOR PLUMBING
22 05 14 COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT
22 05 17 SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING
22 05 18 ESCUTCHEONS FOR PLUMBING PIPING
22 05 19 METERS AND GAGES FOR PLUMBING PIPING
22 05 23 GENERAL-DUTY VALVES FOR PLUMBING PIPING
22 05 29 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
22 05 48 VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT
22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
22 07 16 PLUMBING EQUIPMENT INSULATION
22 11 16 DOMESTIC WATER PIPING
22 11 19 DOMESTIC WATER PIPING SPECIALTIES
22 11 23 FACILITY NATURAL GAS PIPING
22 13 16 SANITARY WASTE AND VENT PIPING
22 13 19 SANITARY WASTE PIPING SPECIALTIES
22 34 00 FUEL-FIRED, DOMESTIC-WATER HEATERS
22 40 00 PLUMBING FIXTURES

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
23 05 00 COMMON WORK RESULTS FOR HVAC
23 05 29 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
23 05 48 VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT
23 05 53 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC

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23 09 00 INSTRUMENTATION AND CONTROL FOR HVAC
23 11 23 FACILITY NATURAL-GAS PIPING
23 31 13 METAL DUCTS
23 33 00 AIR DUCT ACCESSORIES
23 74 33 ROOFTOP PACKAGE UNITS

DIVISION 26 - ELECTRICAL
26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
26 05 44 SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
26 05 48.16 SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS
26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 05 72 OVERCURRENT PROTECTIVE DEVICE SHORT-CIRCUIT STUDY
26 05 73 OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY
26 05 74 OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY
26 08 00 COMMISSIONING OF ELECTRICAL SYSTEMS
26 09 23 LIGHTING CONTROL DEVICES
26 09 43.23 RELAY-BASED LIGHTING CONTROLS
26 22 13 LOW-VOLTAGE DISTRIBUTION TRANSFORMERS
26 24 13 SWITCHBOARDS
26 24 16 LOAD CENTERS AND SIGNAL TERMINAL CABINETS
26 24 16.01 PANELBOARDS
26 27 26 WIRING DEVICES
26 28 13 FUSES
26 28 16 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
26 29 23 VARIABLE FREQUENCY DRIVES
26 29 33 CONTROLLERS FOR FIRE-PUMP DRIVERS
26 33 53 STATIC UNINTERRUPTIBLE POWER SUPPLY
26 33 53 EMERGENCY LIGHTING INVERTER
26 51 19 LED INTERIOR LIGHTING
26 80 00 ELECTRICAL VEHICLE SUPPLEMENTAL

DIVISION 27 – COMMUNICATIONS – NOT USED

Site and Infrastructure Subgroup

DIVISION 31 - EARTHWORK
31 10 00 SITE CLEARING
31 20 00 EARTH MOVING
31 50 00 EXCAVATION SUPPORT AND PROTECTION

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DIVISION 32 - EXTERIOR IMPROVEMENTS
32 12 16 ASPHALT PAVING
32 13 13 CONCRETE PAVING
32 13 73 CONCRETE PAVING JOINT SEALANTS
32 17 13 PARKING BUMPERS
32 17 23 PAVEMENT MARKINGS
32 17 26 TACTILE WARNING SURFACING

DIVISION 33 - UTILITIES
33 14 15 SITE WATER DISTRIBUTION PIPING
33 42 00 STORMWATER CONVEYANCE
33 46 00 SUBDRAINAGE

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Docusign Envelope ID: 584E14D8-EAEC-8CB5-82CC-535F5EF98E3A

PLANS AND DRAWINGS

THE FOLLOWING PLANS AND DRAWINGS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

Building Plans- Permit_B25-04476-Approved
Corona South Mall_Bid Specifications_20261104
Demolition_Permit_B25-04335-Approved
Fire Protection Plans- Approved
Precise Grading Plans-Permit _PWGR2026-0017-Approved
Public Improvements Set-Permit_PWPR2026-001-Approved
TI- Plan Check Submittal – PC2
Updated Fire Protection Plan- Not Approved