



October 10, 2016

SUBJECT: NOTICE INVITING BIDS (“NIB”) No. 17-027CG

SECTION I

INVITATION

The City of Corona Purchasing Division (“City”) invites bids from qualified vendors for:

Digester Gas Flare Installation - Corona Water Reclamation Facility #1

Please read this entire NIB package, paying particular attention to due dates, the Instructions to Bidders, Technical Specifications, and Bid Content and Forms. Bids must contain all requested information and forms, and must be signed by an authorized agent of the offering company, in order to be considered responsive.

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

1. Issue NIB	October 10, 2016
2. Advertise in Sentinel Weekly	October 7, 2016
3. Pre-Bid Meeting (Mandatory)	9:00 a.m., October 13, 2016
4. Written Questions from Bidders due	10:00 a.m., October 18, 2016
5. Responses from City Due	October 20, 2016
6. Bids Due (time & date)	1:00 p.m., October 25, 2016
7. Bid Evaluation Completed	October 27, 2016
8. Successful Bidder Selection	October 27, 2016

Table of Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	Instructions to Bidders
Section III	Technical Specifications
Section IV	Bid Content and Forms
Section V	Form of Agreement

SECTION II.

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

A mandatory pre-bid meeting will be held at **9:00 a.m., on October 13, 2016** at Water Reclamation Facility No. 1, **2205 Railroad St. Corona, CA 92880**. All prospective Bidders are required to attend. Bids will only be accepted from those who have attended the pre-bid meeting. Please meet in the main parking lot.

B. Examination of Bid Documents

1. By submitting a bid, Bidders represent that they have thoroughly examined and become familiar with the items required under this NIB and that they are capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future NIBs, for an undetermined period of time, the name of any Bidder for failure to accept a contract, failure to respond to two (2) consecutive NIBs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

C. Addenda

Substantive City changes to the requirements contained herein will be made by written addendum to this NIB. Any written addenda issued pertaining to this NIB shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. The City shall not be bound to any modifications to or deviations from the requirements set forth in this NIB as the result of oral instruction or communication.

D. Clarifications

1. Examination of Documents

Should a Bidder require clarifications of this NIB, the Bidder shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this NIB and will be posted on the City of Corona website (www.discovercorona.com).

2. Submitting Requests

All questions, clarifications or comments shall be put in writing and must be received by the City no later than **October 18, 2016 at 10:00 a.m.**, and must be emailed to Carlos Garcia at carlos.garcia@ci.corona.ca.us. Inquiries received after this date and time will not be accepted. It is the sole responsibility of Contractor to call (951) 279-3567 to ensure that all written questions, clarifications or comments were received by the City.

3. City Responses

- a. Responses from the City to substantive questions will be communicated in writing to all **Mandatory Pre-Bid Meeting** attendees by way of Addendum via e-mail and posted on the Bid Opportunities webpage on the City's website, <http://www.ci.corona.ca.us/City-Departments/Finance/Current-Bid-Opportunities.aspx>, no later than 72 hours prior to Bid Due Date and Time.
- b. It is the responsibility of bidders to make sure they have received all addenda prior to submitting their bid. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Bid Due Date and Time, the Bid Due date will be extended.

E. Informed Bidders

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

F. Submission of Bids

1. Date and Time

All bids are to be submitted to City of Corona Purchasing Division, Attention: Carlos Garcia. Bids **must** be received no later than **1:00 p.m., October 25, 2016**. Bids received after this time and date shall be rejected by the City as non-responsive (NO EXCEPTIONS).

2. **Address**

Bids shall be addressed as follows:

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

Bids may be delivered in person or by other delivery methods. It is the sole responsibility of bidders to ensure that their bids are received at the **time and place** indicated in the NIB. **Late or misdirected bids shall be rejected and unopened without exception. Postmarks are not accepted.**

3. **Identification of Bids**

Bidder shall submit a bid package consisting of:

- a) a **signed original and one (1) copy** of its bid, and
- b) a completed and signed Price Form.

The bid package shall be addressed as shown in Section I.E.2 above, bearing the Bidder's name and address and clearly marked as follows:

**“NIB No. 17-027CG:
Digester Gas Flare Installation - Corona Water Reclamation Facility
#1”**

4. **Acceptance of Bids**

- a. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
- b. The City reserves the right to withdraw this NIB at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this NIB.
- c. The City reserves the right to postpone bid opening for its own convenience.

G. **Bid Withdrawal**

Bidders' authorized representatives may withdraw bids that have been submitted only by written request. Such request must be received by the Purchasing Division before the Bid Submission Date & Time. After that time, Bidders may

not withdraw their bids for a period of ninety- (60) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw their bid(s).

H. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. preparing its bid in response to this NIB;
2. submitting that bid to City;
3. negotiating with City any matter related to this bid; or
4. any other expenses incurred by the Bidder prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

I. Award

Issuance of this NIB and receipt of bids does not commit the City to award a Purchase Order. The City reserves the right to award to other than the selected Bidder(s) should the selected Bidder(s) fail to accept award. **The City shall endeavor to award solely to the lowest responsive, responsible bidder.**

J. Acceptance of Order

The successful bidder(s) will be required to accept a Purchase Order and/or execute a written Agreement (if a Form of Agreement is included in this NIB) in accordance with and including as a part thereof this NIB, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

K. Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Bidder, the successful Bidder shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

L. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

M. Primary Bidders

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid unless in a sub-contractual relationship with respect to the Bids. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Bidders is prevented from submitting a Bid to the City as a primary bidder.

N. Special Provisions for Services

1. Accessibility. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
2. Authority of the City of Corona. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
3. 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 two identical counterparts of the 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 Contract Award. 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 Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.
4. Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for *any* monies withheld by the City to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

5. City of Corona Business License. The successful consultant(s) and any sub-consultants are required to obtain a City Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a bid. Inquires regarding Business License may be answered by calling (951) 736-2275. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.
6. Changes in Work. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.
7. Clean-up. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.
8. Compliance With OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.
9. Prevailing Wage. Refer to Section V, Form of Agreement, Section 3.3.5 for Prevailing Wage requirements.
10. Contract Incorporation. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.
11. Cooperation Between Contractors. The City reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other

contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

12. Coordination With Agencies. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.
13. Damage. The contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the contractor or his employee while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
14. Examination of Specification and Site. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.
15. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City . It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.
16. Insurance Requirements. Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Section V, Form of Agreement, Section 3.2.11 for Insurance requirements and naming the City, its officers and agents, Additional Insured by endorsement.
17. Measurements. It is the responsibility of the Bidder to make all measurements to determine his bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

18. Permits. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City of Corona from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

19. Protection of Public. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.
20. Rejection of Work. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.
21. Unknown Obstructions. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City, furniture, or utilities encountered within the work area.

22. View Job Site

Mandatory Job Walk. A mandatory job walk will be conducted by Carlos Garcia, or his designee, on **October 13, 2016 at 9:00 a.m.** Prospective Bidders shall meet at the job site, located at **2205 Railroad St. Corona, CA 92880**. For questions concerning the job walk, call (951) 903-9336. **Bidders must attend the walk-through to be eligible to bid.** Please meet in the main parking lot.

23. Subcontractors.

- a. Contractor agrees to bind every subcontractor to the terms of the Agreement 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 Agreement 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 Agreement shall not in any way relieve Contractor of its obligations in the Agreement Documents.

- c. Prior to substituting any subcontractor listed in the Proposal 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.

24. SB854 Notice Requirements.

- a. Pursuant to SB 854, which amended the Prevailing Wage Laws, this contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this contract unless registered with the DIR pursuant to Labor Code section 1725.5.
- b. **The DIR registration number for each contractor and subcontractor, if approved in advance by City, must be identified on Contractor's proposal** - failure to identify this number could result in the proposal being rejected as non-responsive. It is each contractor's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

O. Special Provisions for Materials and Equipment

1. Authorized Distributor. Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.
2. Brand Names. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.
3. Brand Substitutions. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City will be the sole judge of whether such alternates are

equivalent to the items specified. The City reserves the right to waive immaterial variations in the specifications.

Bidder shall submit requests, together with substantiating data, for substitution of any “or equal” material, process with their bid submittal. 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, Bidder 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 Bidder. The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.

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

The Bidder shall bear all of the City’s costs associated with the review of substitution requests.

The Bidder shall be responsible for all costs related to a substituted “or equal” material, process or article.

P. Filing of Bid Protests

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

1. Be filed in writing within five (5) calendar days after the posting of the bid summary;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and

5. Include all relevant, supporting documentation with the protest at time of filing.

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

If the protest is valid, the Purchasing Manager or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protestor.

Q. Safety Requirements/Violations

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, contractors must not have committed any serious or willful violations of federal or state OSHA regulations within the last five (5) years. Contractors must identify the number of OSHA violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form. Any serious or willful violation will render a proposal as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the CONTRACTOR'S INDUSTRIAL SAFETY RECORD form may result in rejection of the proposal as non-responsive or the contractor 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 contractor, 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 proposal as non-responsive.

R. Local Bidder Preference Program

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

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

The Local Program shall be applicable to only purchases of materials, supplies, and equipment as well as contracts for maintenance work and other general services projects, which are competitively bid and which involve an expenditure of two-hundred thousand dollars (\$200,000) or less. For recurring purchases, the Local Program shall be applicable only to the City's first two-hundred thousand

dollars (\$200,000) worth of such purchases for any fiscal year, as determined by city staff in its sole discretion.

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

S. Public Records

Responses (bids) to this Notice Inviting Bids (NIB) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each bid which bidder considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The City of Corona will use its best efforts to inform bidder of any request for disclosure of any such document. The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the bidder considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a bidder's proposal marked "Confidential", "Proprietary", or "Trade Secret", bidder shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, bidders are instructed to enclose all "Confidential, "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the bid documents. Because the bid documents are available for review by any person after award of a contract resulting from an NIB, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

T. 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. 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.
- c. 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.
- d. 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 accurately reflect the Work on the Project.

SECTION III.

TECHNICAL SPECIFICATIONS

Scope of Work – WRF 1 Digester Gas Flare

The Department of Water & Power desires to replace the existing digester gas flare with a new larger capacity Perennial Energy Digester gas Flare. The project consists of removal of the old flare, demo of the existing concrete pad, construction of a new concrete pad and installation of the new City furnished flare.

DWP will provide:

- New Skid mounted Perennial Energy Digester gas flare.
- Perennial Energy Drawings.
- Concrete foundation drawings.

The Contractor is responsible for:

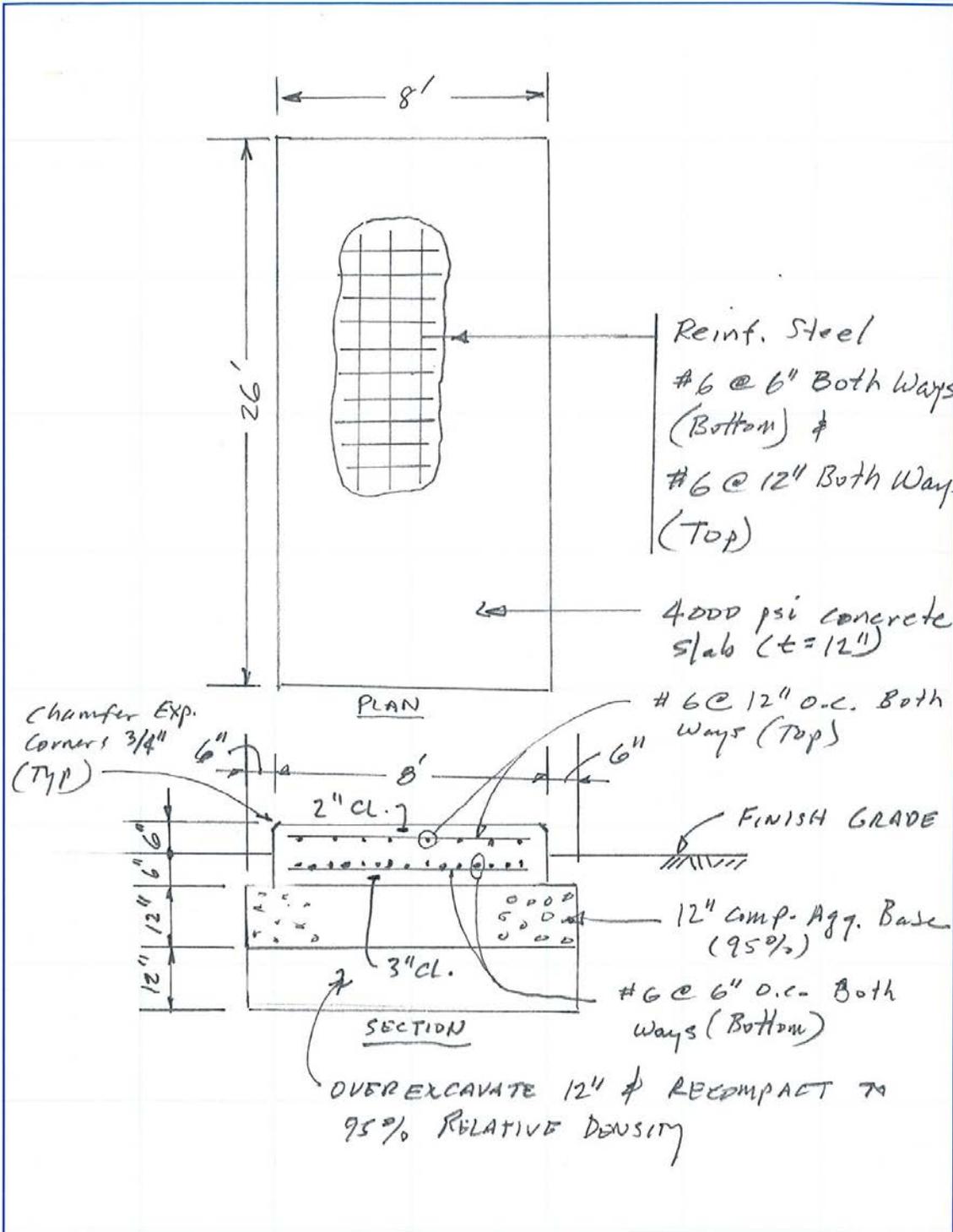
- Removal and disposal of the old Flare.
- Demo of Existing concrete pad and construction of a new Flare foundation per provided drawings.
- Install new ½ 316 stainless steel schedule 40 natural gas pilot line inside the foundation and stub up piping next to where the flare pilot gas connection is located on the skid.
- Construct a 2” PVC schedule-80 drain inside the foundation to transport gas condensate from the flare & digester gas inlet line to the pipe gallery for drainage. Pipe both condensate drains to the new 2” drain using schedule-40 316 stainless steel.
- The new Flare foundation will be 26’ X 8’ constructed per provided AKM drawings. The new Flare foundation will be constructed so that the new flare inlet digester gas flange lines up with the existing digester gas inlet piping/flange.
- Re connecting 480v 3 phase power and control wires. All new conduit and or fittings shall only be OCAL brand. There will be no splicing of wires. If longer wires are necessary the contractor will run home runs from the new flare electrical cabinet to the MCC origin where power is fed from.
- Construct concrete walkway decking around the new flare foundation 40’ X 16’5”.
- Match concrete grade from secondary clarifier walkway.
- Equipment Commissioning
- All auxiliary equipment and materials needed to accomplish this work.
- Completion of project within 45 business days. Work will only be allowed Monday through Saturday, 6:00 a.m. to 6:00 p.m.
- Maintain a Category “A” State of California’s Contractor’s License throughout the duration of the project.

In addition the Contractor shall be responsible for any damage to items related to the project that are identified by City by way of on-site inspections prior to start of work.

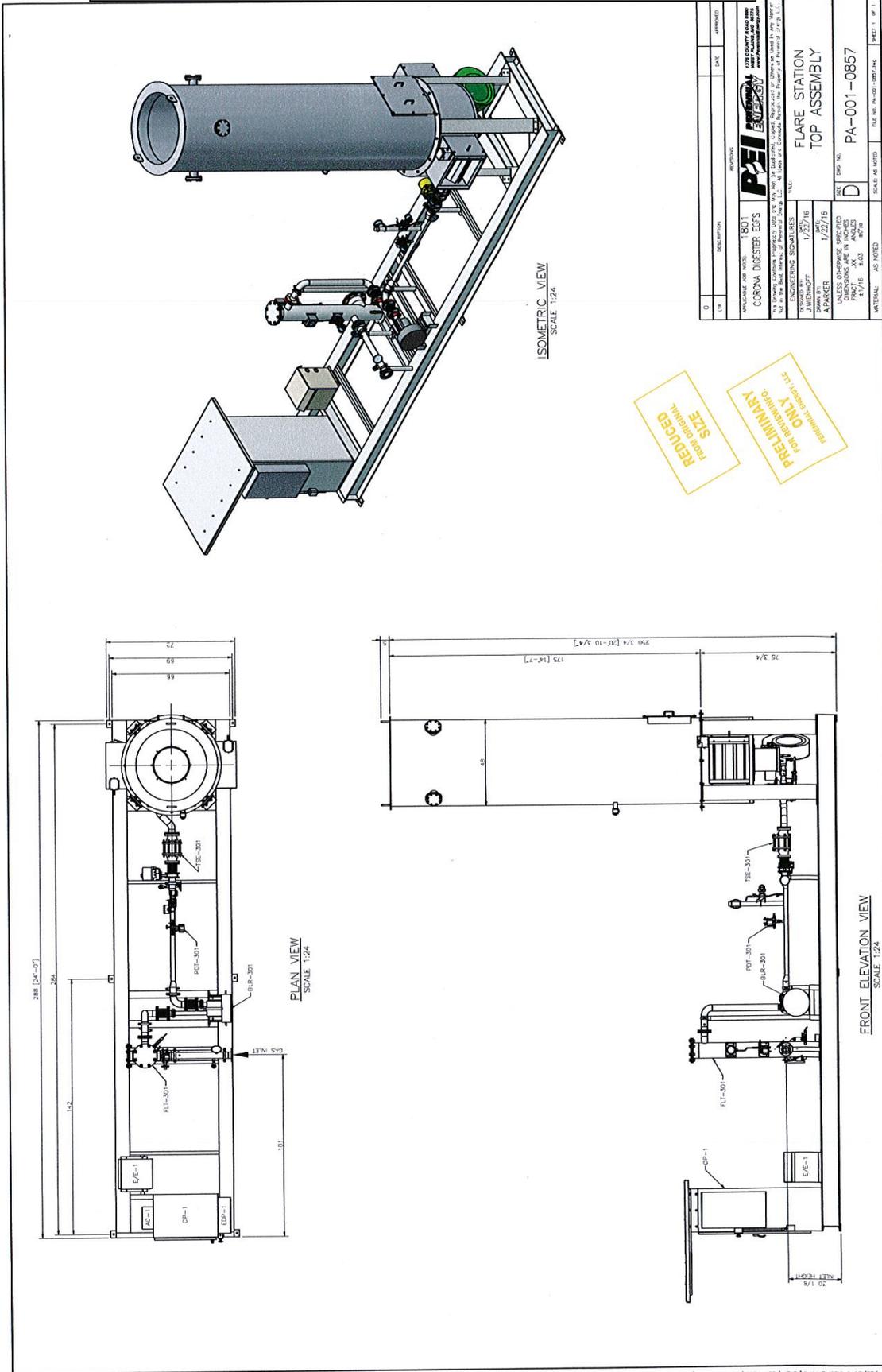
The item(s) that is damaged or broken by Contractor shall be replaced in like kind or to City specifications at the Contractor’s sole cost and expense.

Engineer's Concrete Pad Drawing

 AKM Consulting Engineers	Project Name: <u>WRF #1 - Enclosed Ground Flare</u>	Sheet <u>2</u> of <u>5</u>
	Project No.: _____ Computed by: <u>GW</u> Checked by: _____ Date: <u>8/2/16</u>	



Perennial Engineering Flare Drawing



REDUCED SIZE
 FROM ORIGINAL

PRELIMINARY
 FOR INFORMATIONAL PURPOSES ONLY
 PERENNIAL ENGINEERING, LLC

NO.	DESCRIPTION	DATE	APPROVED
1	ISSUED FOR CONSTRUCTION	1/22/16	

PROJECT NO.: 1801 CORONA DIGESTER EGGS 1515 EAST 15TH AVENUE DENVER, CO 80202 TEL: 303.733.8800 FAX: 303.733.8801 WWW.PEENGL.COM	PERENNIAL ENGINEERING ENGINEERING SOLUTIONS 1515 EAST 15TH AVENUE DENVER, CO 80202 TEL: 303.733.8800 FAX: 303.733.8801 WWW.PEENGL.COM	DRAWN BY: J. WENDEL DATE: 1/22/16 CHECKED BY: J. WENDEL DATE: 1/22/16 PROJECT: 1801 - CORONA DIGESTER EGGS DRAWING: PA-001-0857 SHEET: 1 OF 1
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3/5

ASCE 7-10



WIND LOAD CALCULATIONS FOR "RIGID" -- "OTHER STRUCTURES"

in accordance with IBC 2012, 1609.1.1

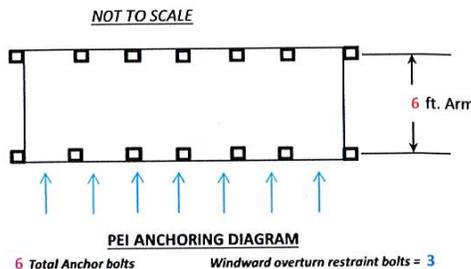
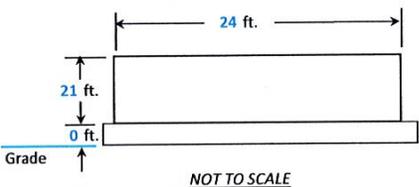
Chapter 29 - "Wind Loads on Other Structures and Building Appurtenances-MWFRS" ...
and Chapter 26 - "Wind Loads: General Requirements" by reference

PEI Project #: 1801

PEI Project Name: Corona

Structure Description: Skid

Structure Height (h) <small>(ft.)</small>	Height above Ground (z) <small>(ft.)</small>	Structure Dia. or Length (D) <small>(ft.)</small>	Basic Shape of Structure Table 26.6-1 <small>(Square, Hexagonal OR octagonal, or Round)</small>
21	21	24	S
Exposure Category Section 26.7 <small>(B, C or D)</small>	Risk Category Table 1.5-1 <small>(I, II, or III)</small>	Basic Wind Speed (V) Fig. 26.5-1, A, B or C <small>(Consult Figures if in Special Zone)</small>	Wind Directionality Factor (K_d) Table 26.6-1
D	III	115	0.95
Topographic Factor (K_{zt}) Section 26.8.2 Fig. 26.8-1	Gust Effect Factor Section 26.9.1	Terrain Exposure Constants Table 26.9-1	Velocity Pressure Exposure Coefficient (K_z) Table 29.3.1 Formula $K_z = 2.01 (z/z_g)^{2/\alpha}$
1.0	0.85	α 11.5 z_g 700	1.092
Velocity Pressure (q_z) Eq. 29.3-1 $q_z = 0.00256 K_z K_{zt} K_d V^2$ (lb/ft ²)	Force Coefficient Qualifier Fig. 29.5-1 $D\sqrt{q_z}$	Type of Surface Fig. 29.5-1 <small>(S smooth, R rough, V very Rough)</small>	Force Coefficient (C_f) Fig. 29.5-1 Table Interpolation
35.132	142.254 > 2.5	R	1.300
Aspect Ratio (h/D) Fig. 29.5-1 <small>(If < 1, Use 1)</small>	Area Normal to the Wind (A_f) Section 29.5 $A_f = hD$	Wind Force (F) Eq. 29.5-1 $F = q_z GC_f A_f$	Overture moment (M) @ CG = 0.5h $M = F (0.5h)$
0.88	204 ft ²	7,920 lbs	83,155 lb-ft



Shear Force per bolt (F_s) = Wind Force (F) / No. of Bolts
Therefore: 7,920 lbs. / 6 bolts = 1,320 lbs minimum shear strength/bolt

Overture Restraint Force (Tension)(F_T) = Overture Moment (M) / Arm
Therefore: F_T = 83,155 ft.lbs. / 6.00 ft. = 13,859 lbs
For: 3 bolts ... 4,620 lbs. minimum tensile strength / bolt

DOMINANT MOMENT IS THE RESULT OF WIND FORCES USE ... THIS SHEET FOR ANCHOR BOLT SELECTION CRITERIA !!!

1/2" Allow = 5295#
 Allow = 14680#

- Notes: 1) AB = 1/2" min. size (6 TOTAL)
 2) Min Emb = 12/2 = 6", use 6 3/8" Emb.
 3) Epoxy Anchors shall be SS 316.



Adhesive Anchor Cut Sheet

5/5

4.2.4

HIT HY 150/HIT-ICE Adhesive Anchor

Adhesive Anchoring Systems

HIT HY 150/HIT-ICE Allowable and Ultimate Bond/Concrete Capacity for HAS Rods in Normal Weight Concrete^{1,2,3}

Anchor Diameter in (mm)	Embedment Depth in (mm)	HIT HY-150/HIT-ICE Allowable Bond/Concrete Capacity				HIT HY-150/HIT-ICE Ultimate Bond/Concrete Capacity			
		Tensile		Shear		Tensile		Shear	
		$f_c = 2000$ psi (13.8 MPa) lb (kN)	$f_c = 4000$ psi (27.6 MPa) lb (kN)	$f_c = 2000$ psi (13.8 MPa) lb (kN)	$f_c = 4000$ psi (27.6 MPa) lb (kN)	$f_c = 2000$ psi (13.8 MPa) lb (kN)	$f_c = 4000$ psi (27.6 MPa) lb (kN)	$f_c = 2000$ psi (13.8 MPa) lb (kN)	$f_c = 4000$ psi (27.6 MPa) lb (kN)
3/8 (9.5)	1-3/4 (44)	720 (3.2)	1265 (5.6)	1390 (6.2)	1965 (8.7)	2710 (12.1)	4750 (21.1)	4175 (18.6)	5900 (26.2)
	3-1/2 (89)	1895 (8.4)	2705 (12.0)	3435 (15.3)	4860 (21.6)	7120 (31.7)	10160 (45.2)	10305 (45.8)	14575 (64.8)
	5-1/4 (133)	2635 (11.7)	2800 (12.5)	6485 (30.4)	9680 (43.1)	9880 (44.0)	10510 (46.8)	20535 (91.3)	29040 (129.2)
1/2 (12.7)	2-1/8 (54)	1220 (5.4)	1575 (7.0)	1980 (8.8)	2800 (12.5)	4580 (20.4)	5910 (26.3)	5940 (26.4)	8400 (37.4)
	4-1/4 (108)	2725 (12.1)	3935 (17.5)	5210 (23.2)	7370 (32.8)	10220 (44.5)	14760 (65.7)	15630 (69.5)	22105 (98.3)
	6-3/8 (162)	4300 (19.1)	5295 (23.6)	10380 (46.2)	14680 (65.3)	16140 (71.8)	19860 (88.3)	31140 (138.5)	44040 (195.9)
5/8 (15.9)	2-1/2 (64)	1620 (7.2)	1985 (8.8)	2460 (10.9)	3480 (15.5)	6090 (27.1)	7460 (33.2)	7380 (32.8)	10440 (46.4)
	5 (127)	4395 (19.6)	5250 (23.4)	7345 (32.7)	10385 (46.2)	16480 (73.3)	19690 (87.6)	22030 (98.0)	31155 (138.6)
	7-1/2 (191)	6025 (26.8)	8225 (36.6)	14630 (65.1)	20690 (92.0)	22595 (100.5)	30850 (137.2)	43890 (195.2)	62070 (276.1)
3/4 (19.1)	3-3/8 (86)	2365 (10.5)	3925 (17.5)	5430 (24.2)	7680 (34.2)	8870 (39.5)	14720 (65.5)	16295 (72.5)	23040 (102.5)
	6-5/8 (168)	4655 (20.7)	8885 (39.5)	12515 (55.7)	17700 (78.7)	17460 (77.7)	33330 (148.3)	37545 (167.0)	53095 (236.2)
	10 (254)	9515 (42.3)	12140 (54.0)	25200 (112.1)	35640 (158.5)	35695 (158.8)	45530 (202.5)	75600 (336.3)	106915 (475.6)
7/8 (22.2)	3-3/4 (95)	3080 (13.7)	4800 (21.4)	6700 (29.8)	9475 (42.1)	11555 (51.4)	18000 (80.1)	20105 (89.4)	28430 (126.5)
	7-1/2 (191)	7845 (34.9)	11020 (49.0)	16185 (72.0)	22890 (101.8)	29430 (130.9)	41000 (182.3)	48550 (216.0)	68665 (305.4)
	11-1/4 (286)	13330 (59.3)	16645 (74.0)	32245 (143.4)	45600 (202.8)	49990 (222.4)	62425 (277.7)	96730 (430.3)	136800 (608.5)
1 (25.4)	4-1/8 (105)	3445 (15.3)	4865 (21.6)	8260 (36.7)	11680 (52.0)	12920 (57.5)	18250 (81.2)	24790 (110.3)	35050 (155.9)
	8-1/4 (210)	8330 (37.1)	11635 (51.8)	19810 (88.1)	28015 (124.6)	31250 (139.0)	43640 (194.1)	59425 (264.3)	84040 (373.8)
	12-3/8 (314)	15540 (69.1)	19525 (86.85)	39465 (175.5)	55810 (248.3)	58280 (259.3)	73220 (325.7)	118395 (526.6)	167435 (744.8)
1-1/4 (31.8)	6 (152)	4645 (20.7)	7000 (31.1)	14760 (65.7)	20870 (92.8)	17430 (77.5)	26265 (116.8)	44280 (197.0)	62610 (278.5)
	12 (305)	15490 (68.9)	20770 (92.4)	40045 (178.1)	56635 (251.9)	58085 (258.4)	77900 (346.5)	120140 (534.4)	169900 (755.8)
	15 (381)	19210 (85.5)	26815 (119.3)	58520 (260.3)	82760 (368.1)	72040 (320.5)	100560 (447.3)	175560 (780.9)	248285 (1104.4)

1 Influence factors for spacing and/or edge distance are applied to concrete/bond values above, and then compared to the steel value. The lesser of the values is to be used for the design.

2 For $h_{ef} \geq h_{nom}$ average ultimate concrete shear capacity based on Concrete Capacity Design (CCD) method. For $h_{ef} < h_{nom}$ average ultimate concrete shear values based on testing.

3 All values based on holes drilled with carbide bit (see section 8.4.1) and cleaned with wire brush.

Visit Hilti Online 
www.us.hilti.com US
www.ca.hilti.com Canada

Electrical Point of Connection – New Flare

Disconnect electrical conduits here and run new conduit and wire to flare electrical cabinet. If more wire is needed to reach the electrical cabinet location, the contractor will run home runs from the flare cabinet to the PLC/ MCC.

Overhead clearance from ground to top of conduit will need to be a minimum of 7'5"

Disconnect digester gas feed line from flare and temporarily support gas line during construction.

Demolition of Existing Flare and Pad



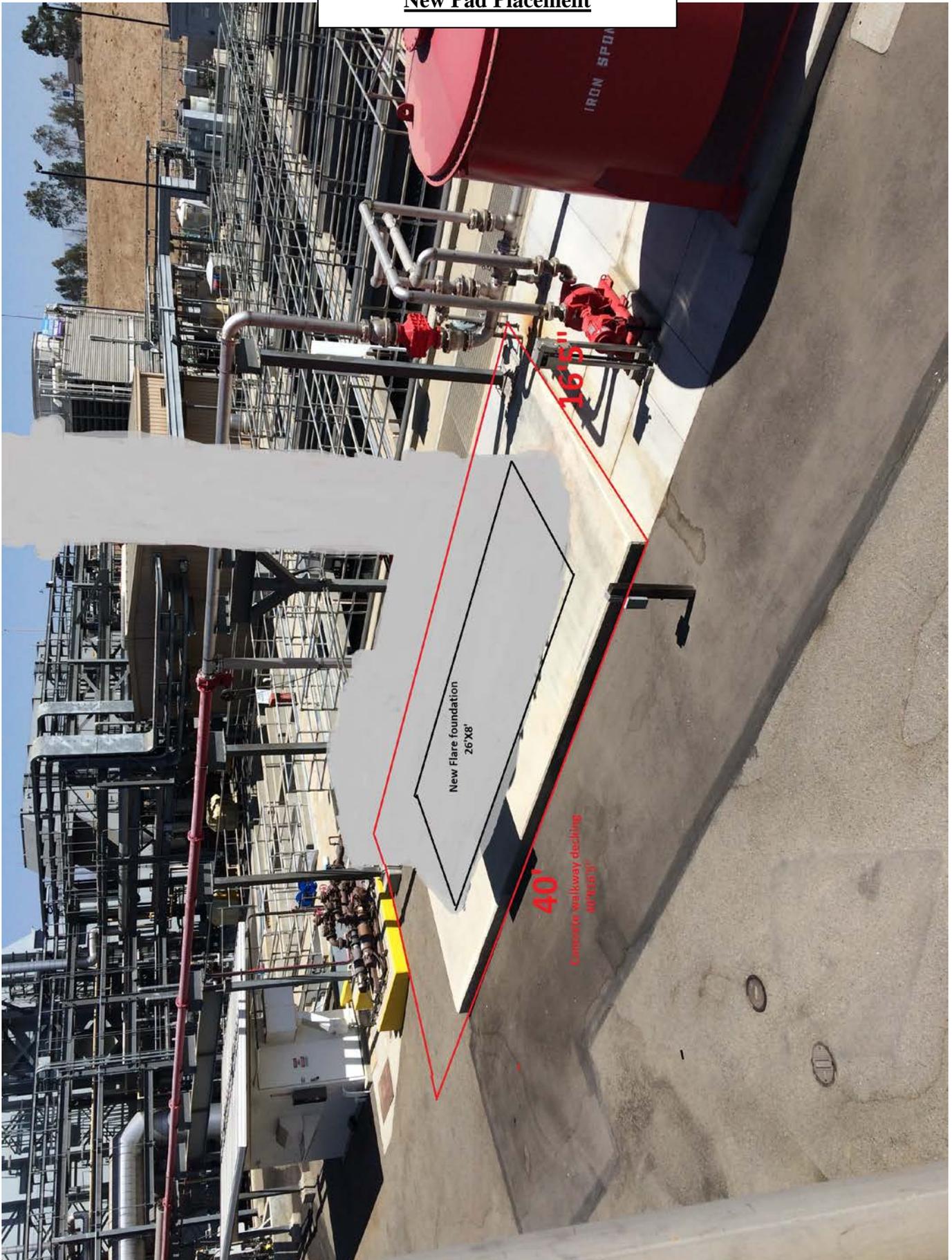
Electrical Cabinet Connection Point



New Digester Flare



New Pad Placement



SECTION IV.

BID CONTENT AND FORMS

A. BID FORMAT AND CONTENT

1. Presentation

Bids shall contain the following:

- a. identification of Bidder, including name, address and telephone;
- b. proposed working relationship between Bidder and subcontractors, if applicable;
- c. acknowledgment of receipt of all NIB addenda, if any;
- d. name, title, address and telephone number of contact person during period of bid evaluation;
- e. a statement to the effect that the bid shall remain valid for a period of not less than 60 days from the date of submittal; and
- f. signature of a person authorized to bind Bidder to the terms of the bid.

2. Appendices

Information considered by Bidder to be pertinent to this NIB and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this NIB are currently held by bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

C. BID / PRICE FORMS

Bidder shall complete the Bid / Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Bidder's identification information including a binding signature.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges must be shown separately on the Bid / Price Form.

D. 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.

BID / PRICE FORM

REQUEST FOR QUOTES: NIB No. 17-027CG

DESCRIPTION OF NIB : Digester Gas Flare Installation - Reclamation Facility #1

BIDDER'S NAME/ADDRESS: _____

NAME/TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE _____

Please provide lump sum bid amount in the spaces provided below, and any other incidental or additional costs required to complete the Scope of Work requirements.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Lump Sum Cost</u>
1	Mobilization/Demobilization	
2	Demolition & Disposal	
3	Concrete Pad Construction	
4	Flare Installation	

Total Bid Price Written in Numbers.....\$_____

Total Bid Price Written in Words:

Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

In the event that bidder intends to bid zero dollar value for any item shown in the Bid/Price Form, bidder shall enter “zero” or “0” in the space provided for price or cost. With the exception of “Reason(s) for No Bid”, all spaces in the Bid/Price Form shall be filled in by bidders. City reserves the right to reject as non-responsive any or all bids containing blank spaces.

Bidder shall complete the following required information:

Bidder's Acknowledgement Of His Understanding Of The Terms and Conditions. Signature

below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No . (circle one). If you answered “Yes”, please provide detail of said additional costs: _____

Have you included in your bid all informational items and forms as requested? Yes / No . (circle one). If you answered “No”, please explain: _____

Have you been or are you on any federal list of debarred or suspended bidders?
Yes / No (circle one)

This offer shall remain firm for 60 days from NIB close date.

Terms and conditions as set forth in this NIB apply to this bid.

Cash discount allowable _____% _____ days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this NIB . Below, please indicate all Addenda to this NIB received by your firm, and the date said Addenda was/were received. It is the bidder’s responsibility

to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the bid as non-responsive.

Verification of Addenda Received

Addenda No: _____ Received on: _____
Addenda No: _____ Received on: _____
Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

Forms to be returned with Bid response:

- 1) **Bid / Price Form**
- 2) **Non-Collusion Declaration**
- 3) **Local Bidder Preference Program Statement (If applicable)**
- 4) **Contractor Information Form**
- 5) **Experience Statement**
- 6) **Sub-Contractors List**
- 7) **Industrial Safety Record**
- 8) **Contractor's Certificate Regarding Workers' Compensation**

NON-COLLUSION DECLARATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ [title] of
_____ [bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, plotted, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, 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

Party Submitting Bid

State of California } CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
County of Riverside } ss.

On _____(date), before me, _____
(here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

Signature _____

LOCAL BIDDER PREFERENCE PROGRAM STATEMENT
To Be Submitted With Bid

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

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

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

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

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

Bidder’s Name

Address of Bidder within City limits
(a post office box does not qualify)

Bidder’s City of Corona business license number_____

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

Signature of Bidder

CONTRACTOR INFORMATION FORM

A. Information about Contractor

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

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

1 Name of Contractor: _____

2 Type, if Entity: _____

3 Contractor Address: _____

Email Address

Telephone Number

4. _____

License Number

DIR Registration Number

5 How many years has Contractor’s organization been in business performing water valve assessment services? _____

6 How many years has Contractor’s organization been in business under its present name? _____

6.1 Under what other or former names has Contractor’s organization operated?: _____

7 If Contractor’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): _____

7.5 Secretary’s Name: _____

7.6 Treasurer’s Name: _____

- 8 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 If other than a corporation or partnership, describe organization and name principals:
- _____
- _____
10. List other states in which Contractor's organization is legally qualified to do business.
- _____
- _____
- _____
11. What type of work does the Contractor normally perform with its own forces?
- _____
- _____
12. Has Contractor ever failed to complete any work awarded to it? If so, note when, where, and why:
- _____
- _____
13. Within the last ten years, has any officer or partner of Contractor'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:
- _____
- _____

14. List Trade References:

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

B. Personnel (copy this page if additional space is required)

The Contractor 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 experience relevant to the project:

4. Summarize such experience:

Contractor agrees that personnel named in this Proposal 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.

Additional Contractor's Statements:

If the Contractor 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:

C. Verification and Execution

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

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

Name of Contractor _____

Signature _____

Name _____

Title _____

Dated _____

**EXPERIENCE STATEMENT
To Be Submitted With Bid**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

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

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California Act (PCC section 4100 et seq.), each contractor shall set forth below: (a) the name and the location of the place of business; (b) the license 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 Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If Contractor is fully qualified to perform a portion of the Work listed below and will perform such Work, Contractor shall circle “Yes” under the “will you be self-performing” column below. Otherwise, if no subcontractor is specified for a portion of the Work or if more than one subcontractor is specified for the same portion of Work, and if that portion of Work is in excess of the amounts described in the paragraph above, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that portion of Work and that it shall perform that portion itself.

If the “PCC 3400(c)” column states “Yes” below, then please take note that a portion of the Work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name.¹ In such cases, **there may be only one subcontractor qualified or authorized to perform a portion of the Work described, so please take note and ensure that you list the proper subcontractor.**

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Location License # & DIR Registration # of Subcontractor	Portion of Work by Subcontractor
		Yes or No			
		Yes or No			
		Yes or No			
		Yes or No			

¹ A copy of the applicable approved Notice Designating Sole Source Equipment and Products Specifications is available upon request from the City.

Description of Work	PCC 3400(c) Apply?	Will you be Self-Performing? (Please circle)	If no, list Subcontractor	Location License # & DIR Registration # of Subcontractor	Portion of Work by Subcontractor
		Yes or No			
		Yes or No			
		Yes or No			

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

CITY OF CORONA

NOTICE INVITING BIDS NIB No. 17-027CG

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Corona (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

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

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ DOLLARS and _____ CENTS (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the

time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

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

**SIGNATURE PAGE FOR
CITY OF CORONA
PAYMENT BOND**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL

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

Name of Contractor/Principal (Type or Print)

By: _____
Name (Signature)

Name (Type or Print)

Title (Type or Print)

SURETY

(Seal of Surety)

Name of Surety (Type or Print)

By: _____
Attorney-In-Fact

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

NOTE: A copy of the Power-of-Authority to local representatives of the bonding company must be attached hereto.

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted with Contractor's Proposal)

Number of OSHA Violations within the last 5 years (must state zero if none):

___ **Serious** ___ **Willful** ___ **Repeat** ___ **Other** ___ **Unclass** _____ **Total**

Firm Name (Print)

Signature

Name and Title (Print)

Date

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

SECTION V.

**** SAMPLE - DO NOT EXECUTE ****

CITY OF CORONA

MAINTENANCE/GENERAL SERVICES AGREEMENT

WITH [*INSERT NAME***]**

([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing [***INSERT TYPE OF SERVICES***] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

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

.3 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 Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional *****INSERT TYPE OF SERVICES***** maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE***** (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all

Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, 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 Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement 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 Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2);

or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. (4) *Installation Floater*: Property Installation Floater.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease. (4) *Installation Floater*: completed value of the equipment installation.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services, work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors,

officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(D) Installation Floater Coverage. It is the Contractor's responsibility to maintain or cause to be maintained Installation Floater insurance for the completed value of the project with no coinsurance penalty provisions. City shall be named as loss payee as their interest may appear. The property installation floater shall provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment; and shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City's site.

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

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

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

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.2.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before any Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

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

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

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with

Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) ("Total Compensation") without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if 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. Pursuant to SB

854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements 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 Services 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 Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s [***INSERT TITLE***]. 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.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as

specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, 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 Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By:

[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

[***INSERT NAME***]
City Clerk

CONTRACTOR’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONTRACTOR***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

EXHIBIT "A"
SCOPE OF SERVICES

*****INSERT SCOPE*****

EXHIBIT "B"
SCHEDULE OF SERVICES

*****INSERT SCHEDULE*****

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES*****

[PURSUANT TO SECTION 3.2.12 ABOVE PAYMENT BOND IS REQUIRED*]**