



**CITY OF CORONA
DEPARTMENT OF WATER AND POWER**

NOVEMBER 9, 2016

NOTICE INVITING BIDS (“NIB”) No. DWP 16-MW1B

RECLAIMED WATER RETROFIT AND IRRIGATION SERVICES

AT GROUP 1B LOCATIONS

NIB AND CONTRACT DOCUMENTS

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November 9, 2016

SUBJECT: NOTICE INVITING BIDS (“NIB”) NO. DWP 16-MW1B

SECTION I

INVITATION

The City of Corona Department of Water & Power (“City”) invites bids from qualified vendors for:

Reclaimed Water Retrofit and Irrigation Services at Group 1B Locations

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 | November 9, 2016 |
| 2. Mandatory Pre-bid Meeting/Job Walk | November 17, 2016 at 9:00 A.M. |
| 3. Written Questions from Bidders Due | November 18, 2016 by 5:00 P.M. |
| 4. Responses from City Due | November 28, 2016 |
| 5. Bids Due (time & date) | December 1, 2016 by 2:00 P.M. |
| 6. Bid Evaluation Completed | December 1, 2016 |
| 7. Successful Bidder Selection | December 1, 2016 |

SECTION II

INSTRUCTIONS TO BIDDERS

A. Pre-Bid Meeting

A **mandatory** pre-bid meeting/job walk will be held at the jobsite on November 17, 2016. Mandatory pre-bid meeting/job walk will begin at the intersection of Mountain Gate Drive and S. Lincoln Avenue, Corona, CA 92882 at 9:00 A.M. The four landscape maintenance areas in Zone 19 and Zone 20 for this project will be included in the bid walk and attendance will be verified at all sites. All prospective Bidders are required to attend. Bids will only be accepted from those contractors who have attended the pre-bid meeting.

All participants attending the mandatory Pre-Bid Conference are required to furnish and wear Personal Protective Equipment (PPE) consisting of, at minimum, yellow or yellow-green reflective safety vests, hard hats, long trousers, closed-toe shoes and eye protection.

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.
3. 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.

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 may issue a written addendum clarifying the matter.

2. Submitting Requests

All questions, clarifications or comments shall be put in writing and must be received by the City no later than **November 18, 2016 at 5:00 p.m.**, and must be emailed to Melinda Weinrich at Melinda.Weinrich@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) 817-5762 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 of Corona'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. Submission of Bids

1. Date and Time

All bids are to be submitted to City of Corona Department of Water & Power, Attention: Melinda Weinrich. Bids **must** be received no later than 2:00 PM, December 1, 2016. Bids received after this time and date shall be rejected by the City as non-responsive and returned unopened (NO EXCEPTIONS).

2. **Address**

Bids shall be addressed as follows:

City of Corona Department of Water & Power
Attn: Melinda Weinrich
755 Public Safety Way
Corona, CA 92880

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 returned unopened without exception. Postmarks are not accepted.**

3. **Identification of Bids**

Bidder shall submit a bid package consisting of:

- a) a completed and **signed original** Price Form
- b) Non-Collusion Declaration
- c) Designation of Subcontractors Form
- d) Contractor's Certificate Regarding Workers' Compensation
- e) Information Required of Bidders
- f) Experience Statement
- g) Industrial Safety Record

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

“NIB No. DWP 16-MW1B: Reclaimed Water Retrofit and Irrigation Services at Group 1B Locations”

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.

F. **Bid Withdrawal**

Bidders' authorized representatives may withdraw bids that have been submitted only by written request. Such request must be received by the Water Resources Supervisor before

the Bid Submission Date & Time. After that time, Bidders may not withdraw their bids for a period of sixty- (60) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw their bid(s).

G. Pre-Contractual Expenses

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

1. preparing its bid in response to this NIB;
2. submitting 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.

H. 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.**

I. Safety Requirements/Violations

Safety at the Project site during performance of the work is of paramount concern to the City. Accordingly, bidders must not have committed any serious or willful violations of federal or state OSHA regulations within the last five (5) years. Bidders must identify the number of OSHA violations on the Industrial Safety Record form. Any serious or willful violation will render a bid as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the Industrial Safety Record form may result in rejection of the bid as non-responsive or the bidder as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the bidder with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the bid as non-responsive.

J. Acceptance of Order

The successful bidder(s) will be required to accept a Purchase Order and/or execute a written Agreement (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 contractor(s) and any sub-contractors are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Contract. The Business License is not a prerequisite for submission of a bid. Inquiries 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 3.7.9 for Prevailing Wage requirements.
10. SB854 Notice Requirements

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a bid proposal for

this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

11. 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.
12. 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.
13. Coordination With Agencies. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.
14. Damage. The contractor shall be held responsible for any breakage, loss of the City of Corona'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.
15. 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.

16. Independent Contractor. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.
17. 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 3.13, Insurance.) and naming the City, its officers and agents, Additional Insured by endorsement.
18. 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.
19. Permits. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
20. Personal Protection Equipment. The City requires protective equipment, including but not limited to hard hats, yellow or yellow-green reflective safety vests, eye protection, long trousers, and closed-toe shoes, be worn at all times by the Contractor, all subcontractors, sub-subcontractors, vendors or suppliers for the work performed at the jobsite, and Contractor shall be responsible for actively enforcing the requirement for the protection of all its workers. This requirement shall be in addition to any current safety practices as required by federal, state and local laws, ordinances, rules and regulations.
21. 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.
22. 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.

23. 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. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.
24. View Job Site. A **mandatory** job walk will be conducted by Melinda Weinrich, or her designee, on **November 17, 2016 at 9:00 a.m.** Prospective Bidders shall meet at the job site, located at the intersection of Mountain Gate Drive and S. Lincoln Avenue, Corona, CA 92882. The four landscape maintenance areas in Zone 19 and Zone 20 for this project will be included in the bid walk and attendance will be verified at all sites. For questions concerning the job walk, call (951) 817-5762. Bidders must attend the walk-through to be eligible to bid.

All participants attending the mandatory Pre-Bid Conference are required to furnish and wear Personal Protective Equipment (PPE) consisting of, at minimum, yellow or yellow-green reflective safety vests, hard hats, long trousers, closed-toe shoes and eye protection.

25. 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.

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 Water Resources Supervisor. In order for a Bidder’s protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the bid opening date;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;

4. Specify, in detail, the grounds of the protest and the facts supporting the protest; 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 City's Water Resources Supervisor, or other designated City staff member, shall review the basis of the protest and all relevant information. The Water Resources Supervisor will provide a written decision to the protestor within fourteen (14) calendar days. The protestor may then appeal the decision of the Water Resources Supervisor to the Customer Care Manager within five (5) calendar days of the date of the written decision from the Water Resources Supervisor. The Customer Care Manager will provide a written decision to the protestor's appeal. The decision from the Customer Care Manager is final and no further appeals will be considered.

Q. 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'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 will use its best efforts to inform bidder of any request for disclosure of any such document. The City, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

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

To insure confidentiality, bidders are instructed to 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 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.

R. 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 AND SCOPE OF WORK

General Requirements

Contractor must provide reclaimed water retrofit and irrigation services under the following required conditions:

- Contractor shall have a minimum of three years' experience working on similar projects for municipalities or water districts. Contractor shall provide examples and references in the bid package.
- All work must be done according to the City's standards and Recycled Water Rules and Regulations. Standards are available on the City's website at www.coronadwp.org.
- All work must be done in a thorough and workmanlike manner to the satisfaction of the General Manager of DWP, or his authorized designee, and comply with all legal construction and landscape maintenance practices. The premises must be maintained at the level of service provided for in these specifications at all times.
- Contractor shall have an active Landscaping Contractor (C27) License or Plumbing Contractor (C36) License from the State of California Contractors State License Board.
- All irrigation work must be performed by qualified personnel.
- Contractor must pick up all City-provided supplies at DWP's centralized warehouse location.
- Contractor must furnish all labor, tools, materials and equipment to provide irrigation retrofit to the project, unless otherwise specified that the City of Corona Department of Water and Power will be furnishing materials and equipment.
- The City of Corona DWP normal working days are Monday through Thursday between 7:00 a.m. to 5:00 p.m. and Friday 8:00 a.m. to 5:00 p.m. Contractor may be required to work some nights, Fridays, and weekends in order to complete project.
- Contractor must maintain open and clear communication with authorized DWP personnel.
- Contractor is expected to respond and communicate with DWP in a reasonable time frame to all calls (within 24 hours or less, or one working day for nonemergency issues).
- Design of all on-site reclaimed water facilities shall conform to the requirements herein and the Uniform Plumbing Code (UPC). To review the City's Engineering Standards please visit the City's website at:
<http://discovercorona.com/City-Departments/Public-Works/Development-and-Permits/Standard-Plans.aspx>

- The reclaimed water system shall be separate and independent of any potable water system. Cross –connections between the potable water system and the reclaimed water system are prohibited.
- **A Corona Department of Water and Power (CDWP) representative must inspect ALL work when the plumbing is complete and exposed.**
- Test Points: Test points for potable and reclaimed water systems shall be installed at locations approved by CDWP. Locations vary by site and facility. General locations are near the meter connection and water inlet to the building. For reclaimed systems a ¼” - 1” FNPT shut-off valve is generally used. For the domestic system the backflow device at the meter and a ¼” FNPT shut-off valve at the building are generally used. Contact CDWP Cross-Connection Control group for test point requirements and locations.
- Hose bibs on reclaimed water systems are prohibited.
- Reclaimed Pipe Identification: All reclaimed water irrigation plumbing shall be purple reclaimed pipe or wrapped with identification tape. The purple color shall be Pantone 522 (purple). Identification tape for protection and identification of the pipeline shall be prepared with black printing on a purple field having the words “CAUTION: RECYCLED WATER – DO NOT DRINK” and “PELIGRO: AGUA IMPURA – NO BEBER”. Identification tape shall be installed over the pipe longitudinally and shall be centered over the pipeline. The tape shall run continuously the entire length of the pipe and shall be at least three (3) inches in width. The tape shall be fastened to each pipe length by plastic tape banded around the pipe with fasteners no more than 5 feet apart. Taping attached to the sections of pipe before laying in the trench shall have flaps sufficient for continuous coverage.
- Reclaimed Exposed Piping for Existing Irrigation Systems: All reclaimed water lines, risers and appurtenances located above grade shall be identified by either a paint band system or adhesive vinyl tape. Paint bands shall be 1-inch wide fusion bonded epoxy coating. Paint bands and adhesive vinyl for reclaimed water shall be purple in color and shall be located a maximum of 10 feet apart. The paint and adhesive vinyl shall be resistant to alkalis, acids, chipping, sunlight, fading and moisture.
- Reclaimed Water Controlled Valve identification: Reclaimed water control devices shall be tagged with identification tags. Tags shall be weatherproof plastic with minimum dimensions of 2¼ inch by 2¾ inch, purple in color, with the words “RECYCLED WATER – DO NOT DRINK” and “AVISO – AGUA IMPURA – NO TOME” imprinted.
- Reclaimed Quick Couplers: All quick couplers on the reclaimed or proposed reclaimed system shall be removed and replaced with an irrigation riser and threaded ball valve with a plug and appropriate identification. The ball valve shall be installed in the center of the irrigation box with the outlet side facing upward and shall fully open and fully close with no interference. The irrigation lid shall not make contact with the shut off valve or plug when appropriately placed on the irrigation box. A minimum of Schedule 80 pipe shall be used.

- Reclaimed Pipe Requirements: All reclaimed water irrigation mainlines less than 3 inches shall be Schedule 40 purple reclaimed piping. All irrigation plumbing 3 inches and greater shall be Class 315 piping. (Above ground application shall be copper or brass pipe at the regulation station and a minimum of UVR pipe at above ground station valves).
- All irrigation mainlines shall be installed with Schedule 80 fittings (above ground application shall be copper or brass pipe at the regulation station and a minimum of UVR pipe at above ground station valves).
- All intermittent pressure lateral piping shall be Schedule 40 piping and a minimum of Schedule 40 fittings.
- All reclaimed water irrigation which crosses hardscape (driveway, sidewalk, street etc.) shall be sleeved with Schedule 80 piping and fittings. The sleeve shall be a minimum of twice the diameter of the pipe being sleeved.
- All sleeves shall appropriately identify the pipe being sleeved as potable or reclaimed in accordance with the requirements set forth in the “Reclaimed Water Design Requirements for On-site Facilities”.
- Piping: All piping shall be homogeneous throughout, free from visible cracks, holes, or foreign materials. The pipe shall be free from blisters, dents wrinkles or ripples, dye, and heat marks.
- Protection of Pipes: Pipes passing through concrete or cinder walls and floors or other corrosive material shall be protected against external corrosion by a protective sheathing or wrapping or other means that will withstand any reaction from the lime and acid of concrete, cinder or other corrosive material. Sheathing or wrapping shall allow for movement including expansion and contraction of piping. Minimum wall thickness of material shall be 0.025 inch (0.64 mm).
- Concrete: Shall be Class 560-C-3250 unless otherwise stated.
- Tracer Wire Installation for Non-Electrically Conductive Pipe: Tracer wire color shall be “blue” for domestic water (potable) pipelines and “purple” for reclaimed water pipelines. The tracer wire shall be a #12 AWG (or larger) insulated tracer wire. The tracer wire shall be laid within 6 inches of the plastic pipe where practical and directly above the pipe if possible. Tracer wire shall not be wrapped around pipe or connectors except at the riser. **Never** wrap tracer wire around polyethylene pipe or fittings. The tracer wire shall be installed so that electrical continuity is maintained throughout the pipe system. Tracer wire access points shall be accessible at all new water valve boxes, water meter boxes, blow-offs, ARVs, fire hydrants, irrigation turnouts and access manholes. Concentrations of multiple proposed valves near pipe intersections, i.e. tees or crosses, may require more than one access point assembly in each valve box collar. Tracer wire access points shall be within public right-of-way or public utility easements. Connections to the tracer wire shall be as few as possible. Connections will be made by stripping the insulation back 1 inch and joining the two ends using an approved mechanical connector. (**Twisting of**

copper wire is not acceptable). Connectors shall be able to effectively seal moisture by means of a dielectric non-hardening silicone sealant, manufacturer approved for direct burial and rated for a minimum of 50V. To complete this connection, wrap all exposed wire thoroughly with electrical tape. A minimum 5 feet of additional tracer wire shall be coiled, buried and terminate at the ends of the pipeline. Of the 5 feet of tracer wire section at the ends of the pipeline, 1 foot of insulation shall be stripped back, prior to burial.

- Metallic Identification Tape: A potable water identification tape with a metallic backing or a reclaimed identification tape with a metallic backing meeting all requirements set forth in the “Reclaimed Water Design Requirements for On-site Facilities” may be used in lieu of tracer wire when approved by a City Department of Water and Power Representative.
- Irrigation Wire Pull Box Distance: Pull boxes must be installed a minimum of every 200 feet or every 4 sweeps.
- Irrigation Wire Pull Box Installation: see City Engineering Standard 619.
- Irrigation Wire: All irrigation wiring shall be a minimum of 14 gauge solid UF. Wiring shall be continuous, free from fading, blemishes, rips, tares, and cuts.
- Wire Connections: For City of Corona property all wire splices shall be “Spears Dri Splice (DS-100)” with “DS400 Silicone Blue Sealant” or approved by CDWP equal.
- Landscape Trenching: see City Engineering Standard 601.
- Point of Connection (POC) Equipment and Sequence: The reclaimed water POC equipment and sequence is the following: the reclaimed meter, ball valve, union, strainer, booster pump (if necessary), pressure regulator (if necessary), ball valve, master valve (normally closed) and flow sensor (If necessary). Within 5 feet of the last valve install an irrigation riser and threaded ball valve with a plug and appropriate identification. The ball valve shall be installed in the center of the irrigation box with the outlet side facing upward and shall fully open and fully close with no interference. The irrigation lid shall not make contact with the shut off valve or plug when appropriately placed on the irrigation box. A minimum of Schedule 80 pipe shall be used.
- Horizontal Separation: A minimum horizontal separation of 10 feet between parallel, buried reclaimed and potable water pipelines shall be maintained. If a 10 foot horizontal separation is not practical, a separation of at least 4 feet may be allowed, subject to special construction conditions determined by the City Department of Water and Power (Standard 419).
- Vertical Separation at Crossings: Where a buried reclaimed water mainline crosses a buried potable water pipeline, the reclaimed water mainline shall be located a minimum of 12 inches below the potable water pipeline. Reclaimed water mainlines are allowed over potable water pipelines with a minimum of 12 inches vertical separation if the reclaimed water pipeline is installed in a pipe sleeve which extends a minimum of 10 feet

on either side of the potable water piping. Intermittently pressurized irrigation laterals may be located a minimum of 12 inches above potable water pipelines without sleeving.

- Reclaimed Water Line Crossing Under Existing Utility: see City Engineering Standard 407R.
- Common Trench Installation: Reclaimed water and potable water piping may be laid in the same trench provided the following conditions are followed: the bottom of the potable water pipe, at all joints, shall be at least 12 inches above the top of the reclaimed water pipe. The potable water pipe shall be placed on a solid shelf excavated at least 12 inches horizontally from the reclaimed water pipe.
- Depth of Cover and Thrust Blocking: Building foundation design shall take into account placement of underground utilities and shall accommodate future excavation for repair. All on-site reclaimed water piping shall be buried to a minimum depth from finished grade to the top of the pipe (minimum cover). **Irrigation mainline pipe** requires 24 inches minimum cover from finished grade. **Intermittent pressure lateral pipe** requires 12 inches minimum cover from finished grade. All reclaimed water piping solvent welded joints shall be protected against movement with thrust blocks or restrained joints or other approved methods conforming to the UPC, City Engineering standard 401, and City Engineering standard 607 for plastic pipe. All water piping (Reclaimed or Potable) 3 inches or greater shall be protected against movement with thrust blocks or restrained joints or other approved methods conforming to the UPC and City Engineering standard 401.
- Reclaimed Warning Signs: Reclaimed Warning Signs shall be installed no greater than 6 feet above grade and in accordance with City standard 519. Signs shall be placed upright with no obstruction and in a direction approved by a City representative.
- Potable Water Pipe Identification: All new potable piping shall be wrapped with blue potable identification tape having the words "POTABLE WATER". Identification tape shall be installed over the pipe longitudinally and shall be centered over the pipeline. The tape shall run continuously the entire length of the pipe and shall be at least three (3) inches or pipe diameter, whichever is less, in width.
- Potable Water Controlled Valve identification: Potable water control devices in the reclaimed use area shall be tagged with identification tags. Tags shall be weatherproof plastic with minimum dimensions of 2¼ inch by 2¾ inch, blue in color, with the words "POTABLE WATER" and "AGUA PARA TOMAR" imprinted.
- Depth of Cover for Potable Pipelines: All potable pipelines shall be installed a minimum of 12 inches from finished grade.
- Copper Pipe: All Copper piping shall be Type "L" or greater for reclaimed lines.
- PVC for Dual Plumbed (reclaimed water in the building) Systems: All PVC not used on the irrigation system must be schedule 80 or greater.
- Pipe Material and Installation: Any pipe used in the installation and/or repair of a reclaimed water system must be approved by the Corona Department of Water and

Power. All on-site water plumbing shall be installed in accordance with the Uniform Plumbing Code and all other local governing codes, rules and regulations. All piping shall be continuously and permanently marked with the manufacturer's name or trademark, nominal size, and schedule or class indicating the pressure rating. All on-site reclaimed or domestic (potable) piping shall be identified in accordance with the City of Corona standards.

- Irrigation Fixture: All fixtures, master valves, flow sensors, irrigation valves, irrigation controllers, and shut-off valves shall be installed according to the manufacturer's specifications.
- Master valve and flow sensor: wiring shall contain a minimum of six (6) wires; red and black for the master valve, blue and white for the flow sensor, as well as a minimum of two (2) green spare wires. Install master valves in a purple irrigation jumbo box when possible. Wiring shall be continuous from the flow sensor and master valve to the irrigation controller. For sites owned by the City of Corona the master valves shall be epoxy coated.
- Wye-strainer: shall be epoxy coated with a 20-mesh or finer screen.
- Pressure Regulators: Where the static water pressure to the facility exceeds 80 psi (552 kPa), an approved-type pressure regulator preceded by an adequate strainer shall be installed and the pressure reduced to 80 psi or less. Pressure regulator(s) equal to or exceeding 1 1/2 inches shall not require a strainer unless required by the City of Corona Department of Water and Power. Pressure regulators installed on the City of Corona irrigation systems shall be 75 psi to 125 psi or as noted by the City of Corona Department of Water and Power.
- Irrigation Controller/Clock: Programming of an irrigation controller shall be in sequence with station 1 as close as practical to the irrigation controller. Reclaimed water shall be applied at a rate that does not exceed the infiltration rate of the soil. Where varying soil types are present, the design of the reclaimed system shall be compatible with the lowest infiltration rate present.
- Potable and Non-Reclaimed Irrigation Backflow Installation: Reduce Pressure Principle Backflow Preventers shall be installed in accordance to the City Standard 428.
- Dual Plumbed Systems: shall conform with all requirements under the current UPC and Chapter 16A of the UPC.
- Physical Barrier between Potable and Reclaimed Water Systems: A reclaimed water use area shall have a physical boundary between any potable water use areas; such as a sidewalk, mow strip, fence-line, etc. The delineation between the potable and reclaimed use areas shall be a minimum of four inches. The use of mow strips to delineate between a reclaimed water use area and a potable water use area is required if there is no other physical barrier between the two use areas. Depending on the potential of a cross-connection and the degree of hazard between the potable and reclaimed use areas the City

of Corona may require specific and/or increased standards on delineating barriers on reclaimed use sites.

- Mow Strips: Mow strips shall be constructed in accordance to the City Standard 622.
- Cage Construction and Installation: The cage side walls and roof must be constructed of expanded metal. Other metal may be used if approved by a City of Corona Department of Water and Power Representative. The cage pattern shall be no greater than 1 ½ inch by 3 inch and designed in a manner to protect against vandalism and theft. The cage shall be completely powder coated. The cage shall be installed on hinges to allow for complete and unrestricted access to all fixtures and piping within the cage. The cage shall be securely fastened to a concrete slab. The concrete slab will extend a minimum of the entire cage and will be a minimum of 6 inches below finished grade. The cage shall be lockable by pad lock in a manner to prevent access to all fixtures and piping within the cage. The cage shall not make contact with anything within or outside of the cage when fully opening and closing.
- Testing: Upon completion of a section of the water supply system, it shall be tested and proved tight under a water pressure determined by the City of Corona Department of Water and Power Representative. The water pressure shall be taken from a local source and shall be similar to the working pressure under which it is to be used. The piping shall withstand the test without leaking for a period of not less than 15 minutes. Test gauges shall comply with section 318.0 of the plumbing code.
- Change-Orders, Plan Changes: Change order(s) and/or plan change(s) shall be in writing and will include the change(s) to be made; the work to be performed; the cost; signature of the owner or owner's representative; and the signature of the contractor or contractor's representative. A copy of the change order(s) and/or plan(s) change shall be submitted to the City of Corona Department of Water and Power for final review and approval.
- Issued Materials: Contractor shall be responsible for all materials issued out at all times and shall be required to allow inspection by City's Representative, or his designee, of vehicles transporting materials and stock issued and in the Contractor's possession at any reasonable time. It is Contractor's responsibility to visually inspect all City-issued equipment and materials for apparent damage and notify City of such damage prior to accepting such issued materials. After acceptance of City-issued materials by Contractor, damaged, lost, or stolen City-issued materials shall be replaced by Contractor at Contractor's sole cost and expense.
- All work shall be completed within 90 working days beginning the effective date of the Notice to Proceed.
- Contractor shall be required to provide a 100% payment bond for contracts exceeding \$25,000.

Safety Requirements

- Contractor must request an Underground Service Alert (USA) on all projects regardless of location at least 48 hours prior to regularly scheduled work and must request an Emergency Now Alert when there is an emergency situation. Contractor must provide the ticket number for this service to DWP personnel as soon as the ticket number is received.
- All employees and sub-contractors must follow the applicable local, State and federal laws and regulations. Project requires adherence to Cal-OSHA standards or City of Corona standards if City standards supersede Cal-OSHA standards.
- Contractor shall provide and require the use of safety gear for all employees and sub-contractors. At minimum this includes the following:
 - Safety Vests – Performance Class 3 fluorescent yellow, yellow-green, with retro reflective stripping that conforms to the standards in ANSI 107-2004.
 - Hard Hats – Type 1 hard hats for protection against impact and penetration of falling objects or electrical shock/burns (600 volts or less) must comply with the “American National Standard for Personal Protection – Protective Headwear for Industrial Workers Requirements” (ANSI) Z89.1.
 - Eye Protection – The type of protection required must be determined by the type and degree of the hazard and must comply with ANSI Z87.1-1989 “American National Standard Practice for Occupational and Educational Eye and Face Protection” and California Code of Regulations Title eight section 3382 “Eye and Face protection.”
- Contractor must provide traffic control as necessary and required by the California Manual on Uniform Traffic Control Devices. Contractor must provide proof of traffic control training. If a Temporary Traffic Control Plan is required, DWP will prepare the Temporary Traffic Control Plan in conjunction with the City of Corona Traffic Engineering Division and DWP will provide the required traffic control.

Specific Project Requirements / Scope of Work

Zone 19, Kalispell A – 3058 S Lincoln Avenue

- All work shall conform to the Reclaimed Water Design Requirements, California Plumbing Code, and City of Corona Engineering Standards.
- Install one 2” reclaimed meter service west of the S. Lincoln Ave. and Highgrove St. intersection. **(CDWP will Perform Work).**
- At the irrigation backflow s/n B12629 remove the existing master valve, flow sensor, wye-strainer, pressure regulator, risers, concrete, cage and irrigation backflow s/n B12629. Cap the line downstream of the flow sensor and paint purple.
- From the reclaimed meter run a 2” purple line to the irrigation mainline. 12” directly above the reclaimed water line warning tape shall be laid with black printing on a purple field having the words “CAUTION: BURIED RECLAIMED WATER LINE BELOW”. The tape shall be continuous the entire length of the pipe and shall be at least three inches in width. Before connecting to the irrigation main line, install, in this order, a brass riser

to a brass ball valve, wye-strainer, pressure regulator (75-125 psi), union, brass ball valve, brass riser, master valve, flow sensor, and ball valve. Connect to existing irrigation system upon approval from CDWP. Wye-strainer and pressure regulator shall be horizontal, upright and 12" above grade, in an area approved by CDWP. Pour concrete around the brass risers 6" in depth and 6" in diameter.

- From the master valve and flow sensor run a total of six (6) wires; blue and white for the master valve, red and black for the flow sensor, as well as a minimum of two (2) green spare wires to the irrigation controller. Run conduit through the concrete pad of the controller and run the newly placed 6 wires through this conduit and properly connect the master valve and flow sensor. Use a minimum of 1" conduit for all wires.
- Install 6 reclaimed warning sign, in the grass areas, in the locations and directions, identified by CDWP. Reclaimed warning signs and the nuts and bolts shall be provided by CDWP.

Zone 20, Fieldstone Crescent Grove – 3350 S Lincoln Avenue

- Remove the existing master valve, flow sensor, wye-strainer, pressure regulator, risers, concrete, cage and irrigation backflow s/n A192348. Cap the line downstream of the flow sensor and paint purple.
- From the reclaimed meter run a 2" purple line through the 4" sleeve on Mountain Gate Dr. at the Lincoln Ave. and Mountain Gate Dr. intersection. Install ball valves at either end of the sleeve per Corona Standard 604. Continue the line through the sidewalk and install, in this order, a brass riser to a brass ball valve, wye-strainer, pressure regulator (75-125 psi), union, brass ball valve, brass riser, master valve, flow sensor, and ball valve. Connect to existing irrigation system upon approval from CDWP. Wye-strainer and pressure regulator shall be horizontal, upright and 12" above grade, in an area approved by CDWP. Pour concrete around the brass risers 6" in depth and 6" in diameter.
- From the master valve and flow sensor run a total of six (6) wires; blue and white for the master valve, red and black for the flow sensor, as well as a minimum of two (2) green spare wires to the irrigation controller and properly connect the master valve and flow sensor. Use a minimum of 1" conduit for all wires. Use existing pull boxes.
- Install 7 reclaimed warning signs, in the grass areas, in the locations and directions, identified by CDWP. Reclaimed warning signs and the nuts and bolts shall be provided by CDWP.

Zone 20, Meter 8 – 3010 Highgrove Street

- At the irrigation backflow s/n A006058 remove the existing master valve, flow sensor, wye-strainer, pressure regulator, risers, concrete, cage and irrigation backflow s/n A006058. Cap the line downstream of the flow sensor and paint purple.
- At the end of both irrigation systems where they are adjacent to each other run a 2" purple line approximately 125' between the irrigation main lines and connect with approval from the CDWP inspector. Place a ball valve on the newly installed 2" line.
- At the end of both irrigation systems where they are adjacent to each other run a minimum of 2" conduit approximately 30' between the pull boxes on either system. Installation into pull boxes shall be in accordance with the City of Corona Standard 619. Conduit shall be a minimum of 18" in depth.
- Run twenty-three 14 gauge wires approximately 1640' (approximately 1740' of wire per strand) from the controller on Kentfield Way to the controller at the Foothill and

Highgrove intersection. Connect the wires to the stations wires at the controller on Kentfield Way, leaving the spares. Install a new Calsense controller (the controller will be provided by CDWP) at the Foothill and Highgrove controller box wire all stations to the controller in an order described by the CDWP inspector. Confirm all stations run properly from the controller.

- Install 1 reclaimed warning sign, in the grass areas, in the locations and directions, identified by CDWP. Reclaimed warning signs and the nuts and bolts shall be provided by CDWP.

Zone 20, West Pacific Ascot – 986 W Foothill Parkway

- Remove the existing master valve, flow sensor, wye-strainer, pressure regulator, risers, concrete, cage and irrigation backflow s/n A163078. Cap the line downstream of the flow sensor and paint purple.
- From the reclaimed meter run a 2” purple line, approximately 440’ to the irrigation mainline. Before connecting to the irrigation main line, install, in this order, a brass riser to a brass ball valve, wye-strainer, pressure regulator (75-125 psi), union, brass ball valve, brass riser, master valve, flow sensor, and ball valve. Connect to existing irrigation system upon approval from CDWP. Wye-strainer and pressure regulator shall be horizontal, upright and 12” above grade, in an area approved by CDWP. Pour concrete around the brass risers 6” in depth and 6” in diameter.
- From the master valve and flow sensor run a total of six (6) wires; red and black for the master valve, blue and white for the flow sensor, as well as a minimum of two (2) green spare wires to the irrigation controller. Run conduit from the pull box directly behind the controller up through the concrete pad of the controller and run the newly placed 6 wires through this conduit. Properly connect the master valve and flow sensor. Use a minimum of 1” conduit for all wires. Use existing pull boxes. Approximately 1750’ of wire per strand will be used.
- Installation into pull boxes shall be in accordance with City of Corona Standard 619.
- Install 7 reclaimed warning sign, in the grass areas, in the locations and directions, identified by CDWP. Reclaimed warning signs and the nuts and bolts shall be provided by CDWP.

General Landscape Lincoln Overpass South 301 N. Lincoln Avenue

- Install one 2” reclaimed service on N. Lincoln Ave. at the north east corner of the N. Lincoln Ave. and Railroad St. intersection. **(CDWP will Perform Work).**
- Remove the 3” backflow s/n B41111 and install in its place a 2” wye-strainer, 2” pressure regulator (75-125 psi), and 2” brass ball valve. Paint all plumbing and fixtures purple.
- Remove the potable meter from the irrigation system by cutting the line.
- From the reclaimed meter run a 3” purple line to the 3” riser and connect the piping.
- Install 5 reclaimed warning signs, in the grass areas, in the locations and directions, identified by CDWP. Reclaimed warning signs and the nuts and bolts shall be provided by CDWP.

A Corona Department of Water and Power (CDWP) representative must inspect all work when the plumbing is complete and exposed. Once the inspection is complete and the CDWP representative is satisfied the trenches may be filled. A minimum of 24 hours or one working day

of advanced notice by the contractor to the City is required in order to schedule the site inspection.

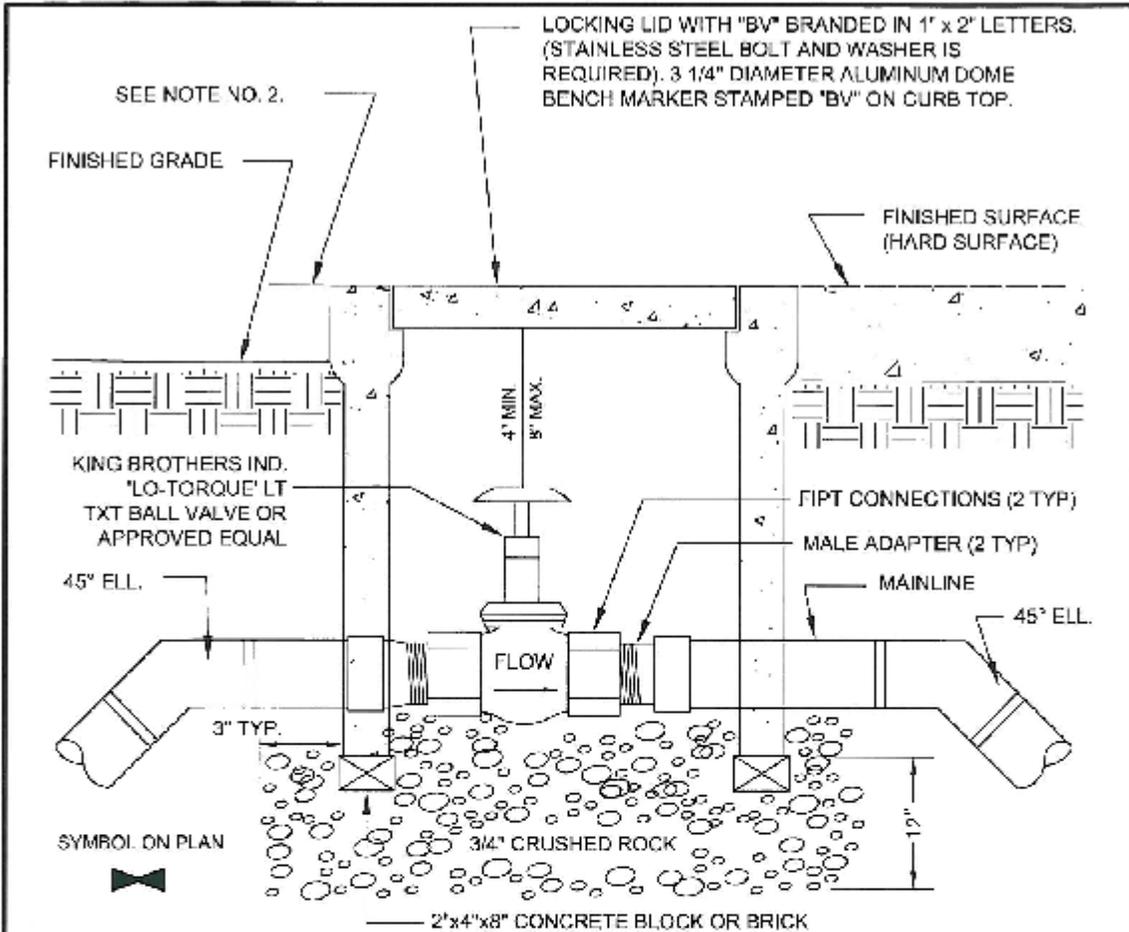
- Replace all quick couplers with risers, schedule 80 ball valves, and a plug.
- Install purple snap caps or paint irrigation heads purple throughout the irrigated area.
- Paint all irrigation lids purple and tag all irrigation valves as reclaimed within the irrigated area.
- Paint all exposed irrigation lines purple at a minimum of every ten feet.
- Paint all irrigation risers purple.
- All paint shall be exterior oil based and approved by CDWP before use.

Materials provided by CDWP

- CDWP will provide the following materials for the project:
 - Valve boxes (for broken or damaged boxes that cannot be painted)
 - Irrigation lids (for broken or damaged lids that cannot be painted)
 - Tags for valve boxes
 - Master valve
 - Pressure regulator
 - Flow sensor
 - Reclaimed water warning signs and metal posts

Invoicing Requirements

- All invoices must clearly state project name, job location, purchase order number, line items of equipment and labor cost by task, cost, a contact name, and provide supporting documentation.
- Detailed invoice records are required as part of CDWP's submission to the Metropolitan Water District of Southern California (MWD) for the Onsite Reclaimed Water Retrofit Incentive Program.
- Invoices are required to be submitted within three weeks of project completion.

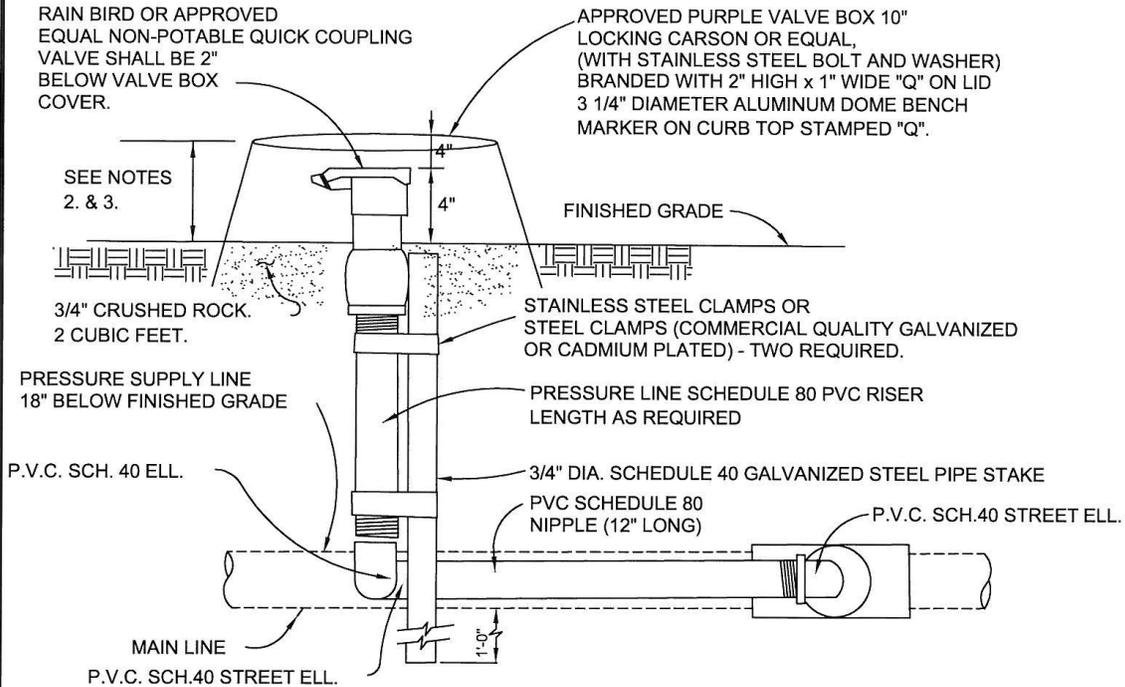


NOTES:

1. AREA AROUND BOX CAN EITHER BE PLANTED, HARD SURFACED OR A COMBINATION.
2. TOP OF BOX : 1/2" ABOVE GRADE FOR LAWN.
1" ABOVE GRADE FOR GROUND COVER.
3. 3/4" CRUSHED ROCK SHALL COVER VALVE BOX PIPE OPENINGS TO PREVENT SOIL ENTRY.
4. USE PLASTIC LOCKING PURPLE VALVE BOXES EXCEPT IN SIDEWALK OR SLAB AREA.
5. USE OF DUAL UNION BALL VALVES IS PROHIBITED.
6. TEFLON TAPE IS REQUIRED ON ALL THREADED CONNECTIONS.
7. ALL 2 1/2" VALVES OR LARGER SHALL BE PLACED IN A 15" x 21.5" LOCKING VALVE BOX.
8. 3 1/4" ALUMINUM DOME BENCH MARKERS AVAILABLE AT FORESTRY SUPPLIERS, INC. AT 1-800-647-5368, OR www.forestry-suppliers.com.

	APPROVED BY: <i>Kip D. Field</i>	11/23/09	CITY OF CORONA	
	CITY ENGINEER KIP D. FIELD	DATE	BALL VALVE	
REVISION	DESCRIPTION	BY	DATE	STANDARD PLAN NUMBER: 504
				of 1

NOTE:
PLACE 3/4" CRUSHED ROCK AFTER INSTALLATION OF VALVE BOX.



ELEVATION

NOTES:

1. ALL PIPE AND FITTINGS SHALL BE SCHEDULE 80 PVC UNLESS OTHERWISE SPECIFIED.
2. QUICK COUPLER VALVE BOX IN LAWN AREAS SHALL BE SET 1/2" ABOVE GRADE.
3. QUICK COUPLER VALVE BOX IN SHRUB AREAS SHALL BE SET AT 1" ABOVE GRADE.
4. PIPE SIZE FROM MAIN LINE SHALL MATCH QUICK COUPLER INLET DIAMETER.
5. DISSIMILAR METALS SHALL BE SEPARATED BY AN APPROVED DIELECTRIC COUPLING.
6. SCHEDULE 80 PLASTIC PIPE SHALL BE USED ABOVE FINISHED GRADE.
7. 3 1/4" ALUMINUM DOME BENCH MARKERS STAMPED WITH 'QC' AND INSTALLED ON ADJACENT CURB TOP. AVAILABLE AT FORESTRY SUPPLIERS, INC. 1-800-647-5368 OR AT www.forestry-suppliers.com.

SYMBOL ON PLAN



BELOW GRADE PIPING INSTALLATION



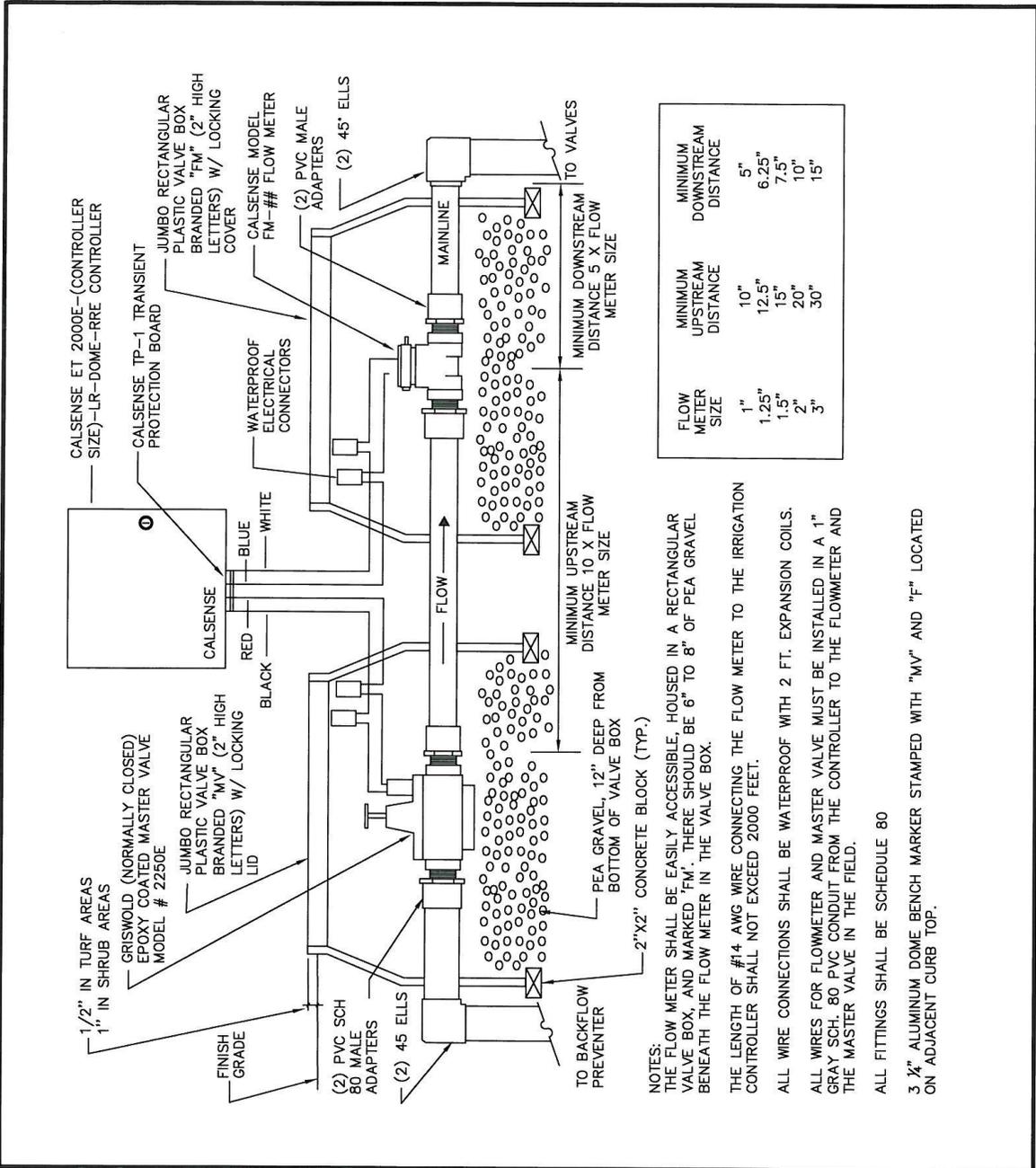
APPROVED BY:
Kip D. Field 11/23/09
CITY ENGINEER DATE
KIP D. FIELD

CITY OF CORONA

QUICK COUPLER VALVE
UNDERGROUND

REVISION	DESCRIPTION	BY	DATE

STANDARD PLAN NUMBER: **605** SHT 1 OF 1



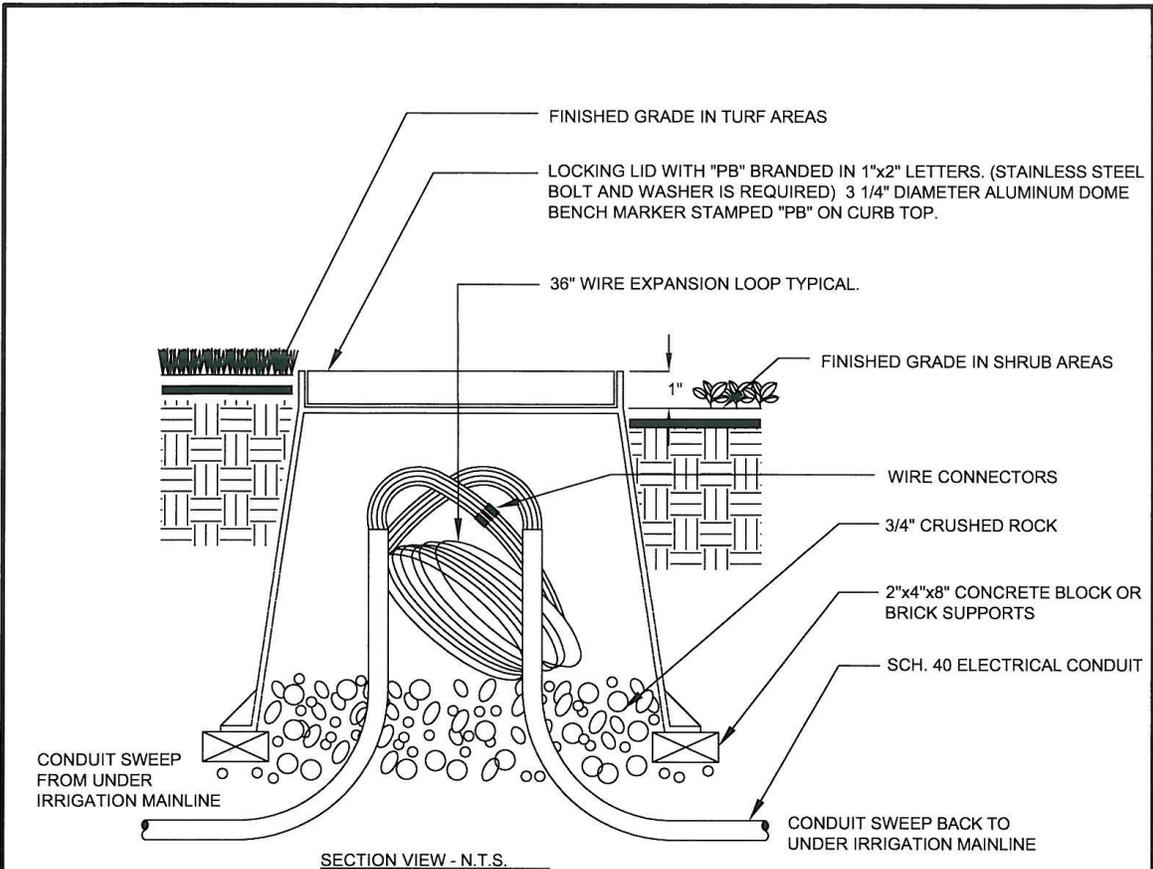
FLOW METER SIZE	MINIMUM UPSTREAM DISTANCE	MINIMUM DOWNSTREAM DISTANCE
1"	10"	5"
1.25"	12.5"	6.25"
1.5"	15"	7.5"
2"	20"	10"
3"	30"	15"

NOTES:
 THE FLOW METER SHALL BE EASILY ACCESSIBLE, HOUSED IN A RECTANGULAR VALVE BOX, AND MARKED "FM". THERE SHOULD BE 6" TO 8" OF PEA GRAVEL BENEATH THE FLOW METER IN THE VALVE BOX.
 THE LENGTH OF #14 AWG WIRE CONNECTING THE FLOW METER TO THE IRRIGATION CONTROLLER SHALL NOT EXCEED 2000 FEET.
 ALL WIRE CONNECTIONS SHALL BE WATERPROOF WITH 2 FT. EXPANSION COILS.
 ALL WIRES FOR FLOWMETER AND MASTER VALVE MUST BE INSTALLED IN A 1" GRAY SCH. 80 PVC CONDUIT FROM THE CONTROLLER TO THE FLOWMETER AND THE MASTER VALVE IN THE FIELD.
 ALL FITTINGS SHALL BE SCHEDULE 80
 3/4" ALUMINUM DOME BENCH MARKER STAMPED WITH "MV" AND "F" LOCATED ON ADJACENT CURB TOP.



APPROVED BY: *Kip D. Field* 11/23/09
 CITY ENGINEER DATE
 KIP D. FIELD
 REVISION DESCRIPTION BY DATE

CITY OF CORONA
 FLOW METER
 STANDARD PLAN NUMBER: 608 SHT 1 of 1



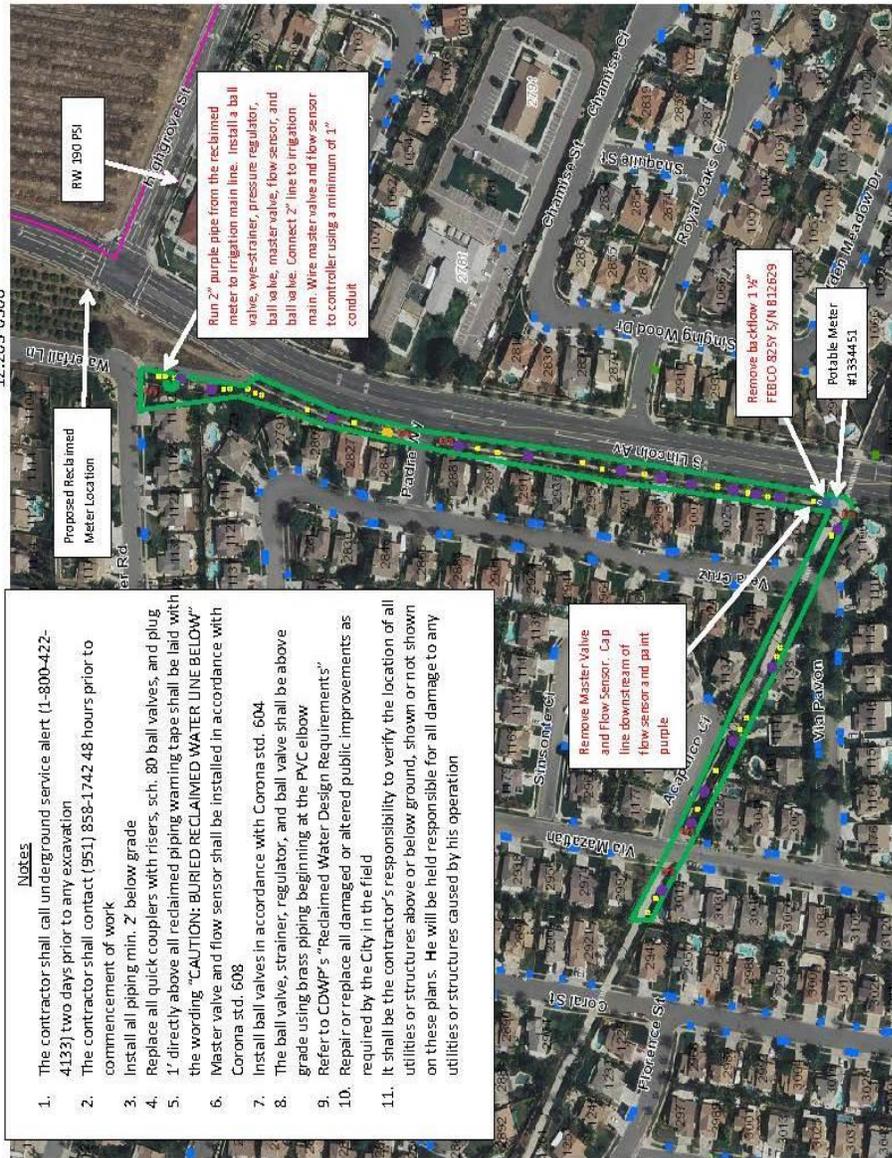
- NOTE:
1. AREA AROUND BOX CAN EITHER BE PLANTED, HARDSCAPE, OR A COMBINATION.
 2. TOP OF BOX:
1/2" ABOVE GRADE FOR TURF AREAS
1" ABOVE GRADE FOR PLANTER AREAS
 3. USE PLASTIC LOCKING RECTANGULAR BOXES EXCEPT IN SIDEWALK OR SLAB AREAS.
 4. PLASTIC WIRE PULL BOX TO BE A MINIMUM OF 2', MAXIMUM OF 3' FROM IRRIGATION CONTROL VALVE BOX.
 5. PLACE IRRIGATION WIRE CONDUIT IN SAME TRENCH AS MAINLINE WITH 4" OF SOIL SEPARATION.



APPROVED BY:			
<i>Kip D. Field</i>		11/23/09	
CITY ENGINEER		DATE	
KIP D. FIELD			
REVISION	DESCRIPTION	BY	DATE

CITY OF CORONA	
IRRIGATION WIRE PULL BOX	
STANDARD PLAN NUMBER: 619	SHT 1 OF 1

Zone 19, Kalispell A
 3058 S. Lincoln Ave.
 12.203-0306



Notes

1. The contractor shall call underground service alert (1-800-422-4133) two days prior to any excavation
2. The contractor shall contact (951) 858-1742 48 hours prior to commencement of work
3. Install all piping min. 2' below grade
4. Replace all quick couplers with risers, sch. 80 ball valves, and plug 1' directly above all reclaimed piping warning tape shall be laid with the wording "CAUTION: BURIED RECLAIMED WATER LINE BELOW"
5. Master valve and flow sensor shall be installed in accordance with Corona std. 608
6. Install ball valves in accordance with Corona std. 604
7. The ball valve, strainer, regulator, and ball valve shall be above grade using brass piping beginning at the PVC elbow
8. Refer to CDWFP's "Reclaimed Water Design Requirements"
9. Repair or replace all damaged or altered public improvements as required by the City in the field
10. It shall be the contractor's responsibility to verify the location of all utilities or structures above or below ground, shown or not shown on these plans. He will be held responsible for all damage to any utilities or structures caused by his operation

- Potable Use Area Boundary
- Potable Meter
- Irrigation Controller
- Station Valve
- Quick coupler
- Potable Backflow
- Isolation Valve
- Capped Riser
- Reclaimed Warning Sign

Zone 19, Kalispell A
3058 S. Lincoln Ave.
12.209-0306



Zone 20, Fieldstone Crescent Grove
 3350 S. Lincoln Ave.
 12.203-0301

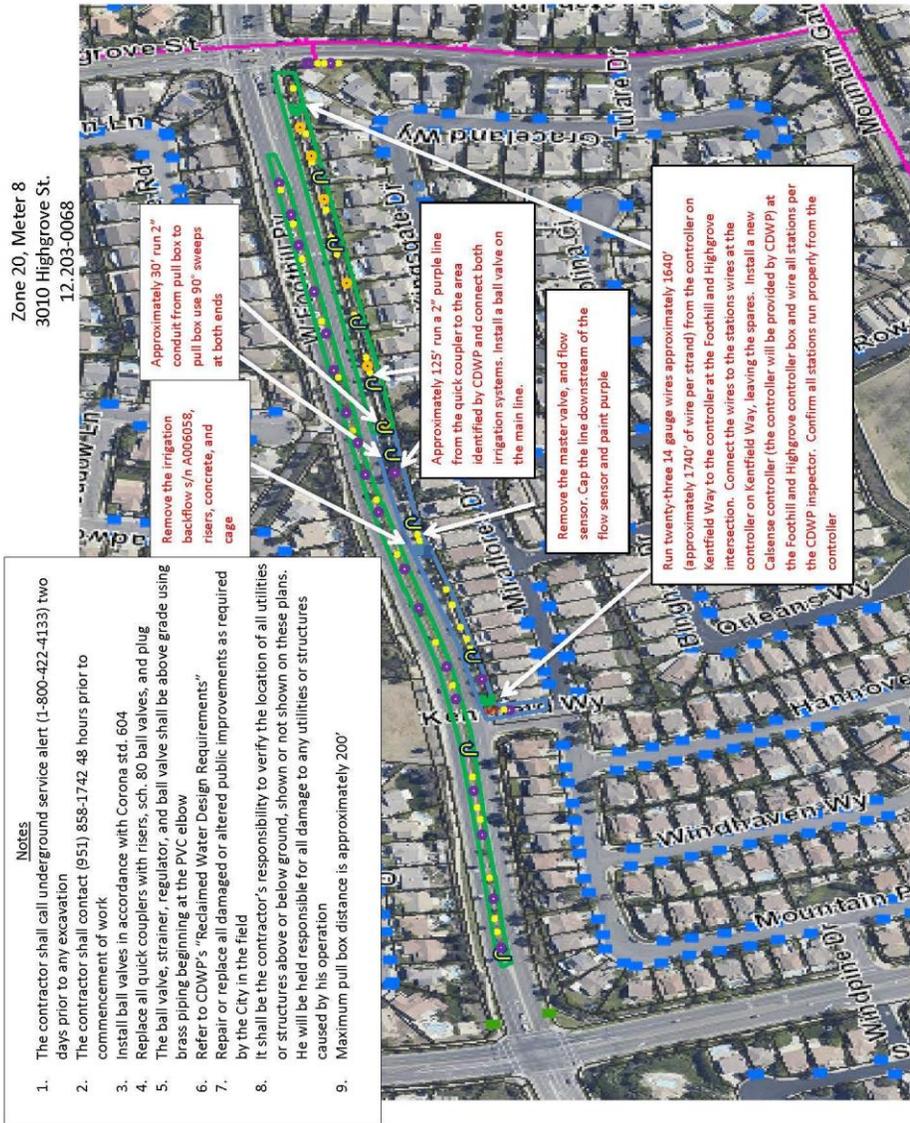
- Notes**
1. The contractor shall call underground service alert (1-800-422-4133) two days prior to any excavation
 2. The contractor shall contact (951) 858-1742 48 hours prior to commencement of work
 3. Master valve and flow sensor shall be installed in accordance with Corona std. 608
 4. Install ball valves in accordance with Corona std. 604
 5. Replace all quick couplers with risers, sch. 80 ball valves, and a plug
 6. The ball valve, strainer, regulator, and ball valve shall be above grade using brass piping beginning at the PVC elbow
 7. Refer to CDWP's "Reclaimed Water Design Requirements"
 8. Repair or replace all damaged or altered public improvements as required by the City in the field
 9. It shall be the contractor's responsibility to verify the location of all utilities or structures above or below ground, shown or not shown on these plans. He will be held responsible for all damage to any utilities or structures caused by his operation



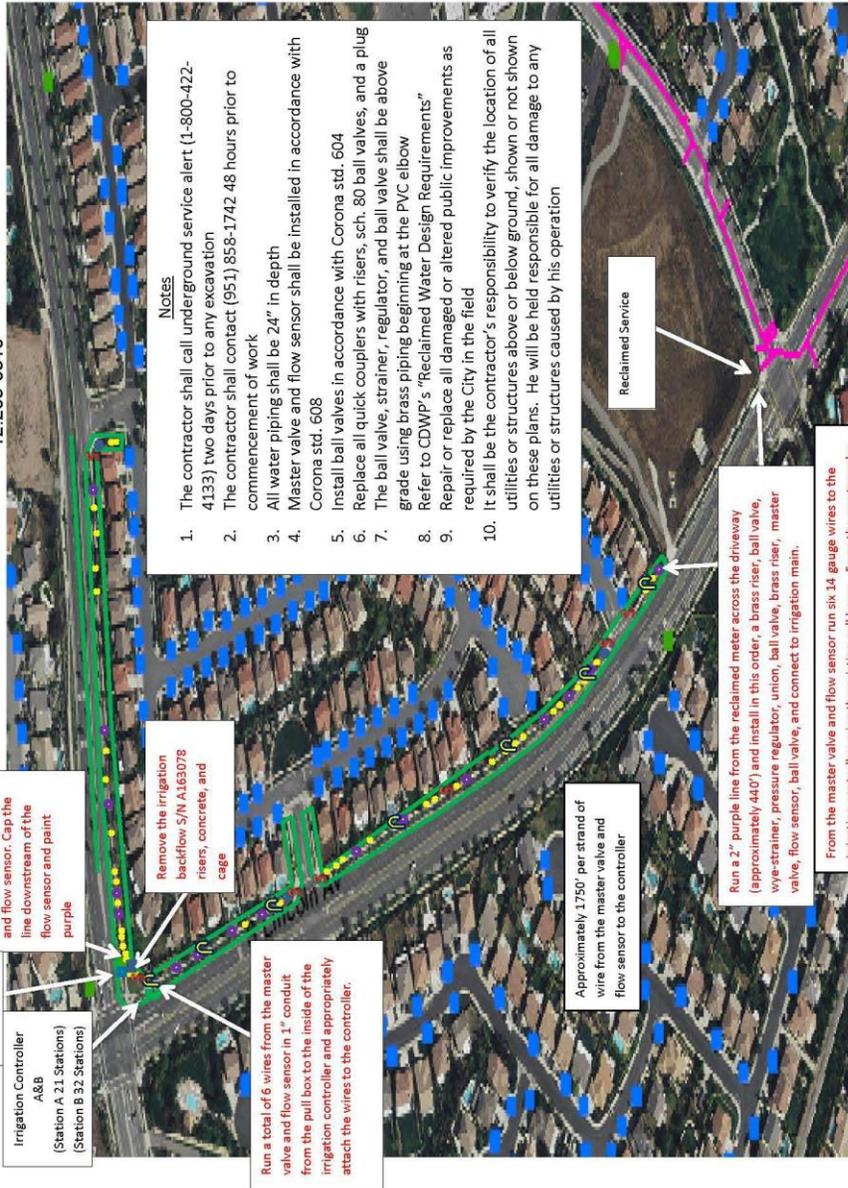
Zone 20, Fieldstone Crescent Grove
3350 S. Lincoln Ave.
12. 203-0301



- Potable Use Area Boundary
- Reclaimed Use Area Boundary
- Reclaimed Meter #68410945
- Irrigation Controller
- Irrigation Station Valve
- Capped Riser
- Quick Coupler
- Reclaimed Warning Sign
- Potable Meter # 70010415
- Potable Backflow s/n #A006058



Zone 20, West Pacific Ascot
986 W. Foothill Pkwy.
12.203-0310

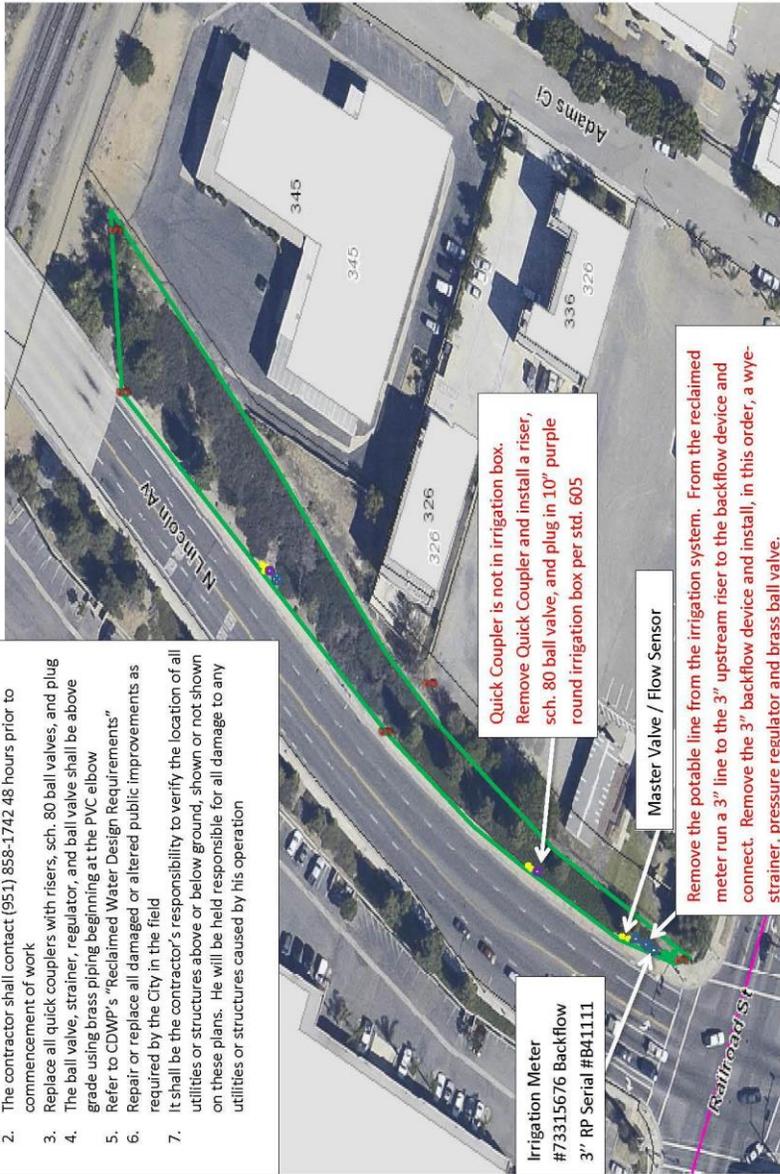


Zone 20, West Pacific Ascot
986 W. Foothill Pkwy.
12.203-0310



General Landscape, Lincoln Overpass South
 301 N. Lincoln Ave.
 12.203-0302

- Notes**
1. The contractor shall call underground service alert (1-800-422-4133) two days prior to any excavation
 2. The contractor shall contact (951) 858-1742 48 hours prior to commencement of work
 3. Replace all quick couplers with risers, sch. 80 ball valves, and plug
 4. The ball valve, strainer, regulator, and ball valve shall be above grade using brass piping beginning at the PVC elbow
 5. Refer to CDWP's "Reclaimed Water Design Requirements"
 6. Repair or replace all damaged or altered public improvements as required by the City in the field
 7. It shall be the contractor's responsibility to verify the location of all utilities or structures above or below ground, shown or not shown on these plans. He will be held responsible for all damage to any utilities or structures caused by his operation



- Irrigation Use Area
- Proposed Reclaimed Warning Sign
- Station Valve
- Quick Coupler
- Potable Backflow
- Potable Meter
- Controller
- Isolation Valve



Quick Coupler is not in irrigation box. Remove Quick Coupler and install a riser, sch. 80 ball valve, and plug in 10" purple round irrigation box per std. 605

Master Valve / Flow Sensor

Irrigation Meter #73315676 Backflow 3" RP Serial #B41111

Remove the potable line from the irrigation system. From the reclaimed meter run a 3" line to the 3" upstream riser to the backflow device and connect. Remove the 3" backflow device and install, in this order, a wye-strainer, pressure regulator and brass ball valve.

**Reclaimed Water Design Requirements
For On-site Facilities
Version 1.1 Date June 2, 2016**

Design of all on-site reclaimed water facilities shall conform to the requirements herein and the Uniform Plumbing Code (UPC). To review the City's Engineering Standards please visit the City's website at:

<http://discovercorona.com/City-Departments/Public-Works/Development-and-Permits/Standard-Plans.aspx>

The reclaimed water system shall be separate and independent of any potable water system. Cross – connections between the potable water system and the reclaimed water system are prohibited.

A Corona Department of Water and Power (CDWP) representative must inspect ALL work when the plumbing is complete and exposed.

Test Points: Test points for potable and reclaimed water systems shall be installed at locations approved by CDWP. Locations vary by site and facility. General locations are near the meter connection and water inlet to the building. For reclaimed systems a ¼" - 1" FNPT shut-off valve is generally used. For the domestic system the backflow device at the meter and a ¼" FNPT shut-off valve at the building are generally used. Contact CDWP Cross-Connection Control group for test point requirements and locations.

Hose bibs on reclaimed water systems are prohibited.

Reclaimed Pipe Identification: All reclaimed water irrigation plumbing shall be purple reclaimed pipe or wrapped with identification tape. The purple color shall be Pantone 522 (purple). Identification tape for protection and identification of the pipeline shall be prepared with black printing on a purple field having the words "CAUTION: RECYCLED WATER – DO NOT DRINK" and "PELIGRO: AGUA IMPURA – NO BEBER". Identification tape shall be installed over the pipe longitudinally and shall be centered over the pipeline. The tape shall run continuously the entire length of the pipe and shall be at least three (3) inches in width. The tape shall be fastened to each pipe length by plastic tape banded around the pipe with fasteners no more than 5 feet apart. Taping attached to the sections of pipe before laying in the trench shall have flaps sufficient for continuous coverage.

Reclaimed Exposed Piping for Existing Irrigation Systems: All reclaimed water lines, risers and appurtenances located above grade shall be identified by either a paint band system or adhesive vinyl tape. Paint bands shall be 1-inch wide fusion bonded epoxy coating. Paint bands and adhesive vinyl for reclaimed water shall be purple in color and shall be located a maximum of 10 feet apart. The paint and adhesive vinyl shall be resistant to alkalis, acids, chipping, sunlight, fading and moisture. The purple color shall be Pantone 522.

Reclaimed Water Controlled Valve identification: Reclaimed water control devices shall be tagged with identification tags. Tags shall be weatherproof plastic with minimum dimensions of 2¼ inch by 2¾ inch, purple in color, with the words "RECYCLED WATER – DO NOT DRINK" and "AVISO – AGUA IMPURA – NO TOME" imprinted.

**Reclaimed Water Design Requirements
For On-site Facilities
Version 1.1 Date June 2, 2016**

Reclaimed Quick Couplers: All quick couplers on the reclaimed or proposed reclaimed system shall be removed and replaced with an irrigation riser and threaded ball valve with a plug and appropriate identification. The ball valve shall be installed in the center of the irrigation box with the outlet side facing upward and shall fully open and fully close with no interference. The irrigation lid shall not make contact with the shut off valve or plug when appropriately placed on the irrigation box. A minimum of Schedule 80 pipe shall be used.

Reclaimed Pipe Requirements: All reclaimed water irrigation mainlines less than 3 inches shall be Schedule 40 purple reclaimed piping. All irrigation plumbing 3 inches and greater shall be Class 315 piping. (Above ground application shall be copper or brass pipe at the regulation station and a minimum of UVR pipe at above ground station valves).

All irrigation mainlines shall be installed with Schedule 80 fittings (above ground application shall be copper or brass pipe at the regulation station and a minimum of UVR pipe at above ground station valves).

All intermittent pressure lateral piping shall be Schedule 40 piping and a minimum of Schedule 40 fittings.

All reclaimed water irrigation which crosses hardscape (driveway, sidewalk, street etc.,) shall be sleeved with Schedule 80 piping and fittings. The sleeve shall be a minimum of twice the diameter of the pipe being sleeved.

All sleeves shall appropriately identify the pipe being sleeved as potable or reclaimed in accordance with the requirements set forth in the "Reclaimed Water Design Requirements for On-site Facilities".

Piping: All piping shall be homogeneous throughout, free from visible cracks, holes, or foreign materials. The pipe shall be free from blisters, dents wrinkles or ripples, die, and heat marks.

Protection of Pipes: Pipes passing through concrete or cinder walls and floors or other corrosive material shall be protected against external corrosion by a protective sheathing or wrapping or other means that will withstand any reaction from the lime and acid of concrete, cinder or other corrosive material. Sheathing or wrapping shall allow for movement including expansion and contraction of piping. Minimum wall thickness of material shall be 0.025 inch (0.64 mm).

Concrete: Shall be Class 560-C-3250 unless otherwise stated.

Tracer Wire Installation for Non-Electrically Conductive Pipe: Tracer wire color shall be "blue" for domestic water (potable) pipelines and "purple" for reclaimed water pipelines. The tracer wire shall be a #12 AWG (or larger) insulated tracer wire. The tracer wire shall be laid within 6 inches of the plastic pipe where practical and directly above the pipe if possible. Tracer wire shall not be wrapped around pipe or connectors except at the riser. **Never** wrap tracer wire around polyethylene pipe or fittings. The tracer wire shall be installed so that electrical continuity is maintained throughout the pipe system.

**Reclaimed Water Design Requirements
For On-site Facilities
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Tracer wire access points shall be accessible at all new water valve boxes, water meter boxes, blow-offs, ARVs, fire hydrants, irrigation turnouts and access manholes. Concentrations of multiple proposed valves near pipe intersections, i.e. tees or crosses, may require more than one access point assembly in each valve box collar. Tracer wire access points shall be within public right-of-way or public utility easements. Connections to the tracer wire shall be as few as possible. Connections will be made by stripping the insulation back 1 inch and joining the two ends using an approved mechanical connector. **(Twisting of copper wire is not acceptable).** Connectors shall be able to effectively seal moisture by means of a dielectric non-hardening silicone sealant, manufacturer approved for direct burial and rated for a minimum of 50V. To complete this connection, wrap all exposed wire thoroughly with electrical tape. A minimum 5 feet of additional tracer wire shall be coiled, buried and terminate at the ends of the pipeline. Of the 5 feet of tracer wire section at the ends of the pipeline, 1 foot of insulation shall be stripped back, prior to burial.

Metallic Identification Tape: A potable water identification tape with a metallic backing or a reclaimed identification tape with a metallic backing meeting all requirements set forth in the "Reclaimed Water Design Requirements for On-site Facilities" may be used in lieu of tracer wire when approved by a City Department of Water and Power Representative.

Irrigation Wire Pull Box Distance: Pull boxes must be installed a minimum of every 200 feet or every 4 sweeps.

Irrigation Wire Pull Box Installation: see City Engineering Standard 619.

Irrigation Wire: All irrigation wiring shall be a minimum of 14 gauge solid UF. Wiring shall be continuous, free from fading, blemishes, rips, tares, and cuts.

Wire Connections: For City of Corona property all wire splices shall be "Spears Dri Splice (DS-100)" with "DS400 Silicone Blue Sealant" or approved by CDWP equal.

Landscape Trenching: see City Engineering Standard 601.

Point of Connection (POC) Equipment and Sequence: The reclaimed water POC equipment and sequence is the following: the reclaimed meter, ball valve, strainer, booster pump (if necessary), pressure regulator (if necessary), union, ball valve, master valve (normally closed) and flow sensor (If necessary). Within 5 feet of the last valve install an irrigation riser and threaded ball valve with a plug and appropriate identification. The ball valve shall be installed in the center of the irrigation box with the outlet side facing upward and shall fully open and fully close with no interference. The irrigation lid shall not make contact with the shut off valve or plug when appropriately placed on the irrigation box. A minimum of Schedule 80 pipe shall be used.

Horizontal Separation: A minimum horizontal separation of 10 feet between parallel, buried reclaimed and potable water pipelines shall be maintained. If a 10 foot horizontal separation is not practical, a

**Reclaimed Water Design Requirements
For On-site Facilities
Version 1.1 Date June 2, 2016**

separation of at least 4 feet may be allowed, subject to special construction conditions determined by the City Department of Water and Power (Standard 419).

Vertical Separation at Crossings: Where a buried reclaimed water mainline crosses a buried potable water pipeline, the reclaimed water mainline shall be located a minimum of 12 inches below the potable water pipeline. Reclaimed water mainlines are allowed over potable water pipelines with a minimum of 12 inches vertical separation if the reclaimed water pipeline is installed in a pipe sleeve which extends a minimum of 10 feet on either side of the potable water piping. Intermittently pressurized irrigation laterals may be located a minimum of 12 inches above potable water pipelines without sleeving.

Reclaimed Water Line Crossing Under Existing Utility: see City Engineering Standard 407R.

Common Trench Installation: Reclaimed water and potable water piping may be laid in the same trench provided the following conditions are followed: the bottom of the potable water pipe, at all joints, shall be at least 12 inches above the top of the reclaimed water pipe. The potable water pipe shall be placed on a solid shelf excavated at least 12 inches horizontally from the reclaimed water pipe.

Depth of Cover and Thrust Blocking: Building foundation design shall take into account placement of underground utilities and shall accommodate future excavation for repair. All on-site reclaimed water piping shall be buried to a minimum depth from finished grade to the top of the pipe (minimum cover). **Irrigation mainline pipe** requires 24 inches minimum cover from finished grade. **Intermittent pressure lateral pipe** requires 12 inches minimum cover from finished grade. All reclaimed water piping solvent welded joints shall be protected against movement with thrust blocks or restrained joints or other approved methods conforming to the UPC, City Engineering standard 401, and City Engineering standard 607 for plastic pipe. All water piping (Reclaimed or Potable) 3 inches or greater shall be protected against movement with thrust blocks or restrained joints or other approved methods conforming to the UPC and City Engineering standard 401. 3 inch pipe size thrust blocks shall conform to the requirements of 4 inch pipe size in the City Engineering standard 401.

Reclaimed Warning Signs: Reclaimed Warning Signs shall be installed no greater than 6 feet above grade and in accordance with City standard 519. Signs shall be placed upright with no obstruction and in a direction approved by a City representative.

Potable Water Pipe Identification: All new potable piping shall be wrapped with blue potable identification tape having the words "POTABLE WATER". Identification tape shall be installed over the pipe longitudinally and shall be centered over the pipeline. The tape shall run continuously the entire length of the pipe and shall be at least three (3) inches or pipe diameter, whichever is less, in width.

Potable Water Controlled Valve identification: Potable water control devices in the reclaimed use area shall be tagged with identification tags. Tags shall be weatherproof plastic with minimum dimensions of 2¼ inch by 2¼ inch, blue in color, with the words "POTABLE WATER" and "AGUA PARA TOMAR" imprinted.

**Reclaimed Water Design Requirements
For On-site Facilities
Version 1.1 Date June 2, 2016**

Depth of Cover for Potable Pipelines: All potable pipelines shall be installed a minimum of 12 inches from finished grade.

Copper Pipe: All Copper piping shall be Type "L" or greater for reclaimed lines.

PVC For Dual Plumbed (reclaimed water in the building) Systems: All PVC not used on the irrigation system must be schedule 80 or greater.

Pipe Material and Installation: Any pipe used in the installation and/or repair of a reclaimed water system must be approved by the Corona Department of Water and Power. All on-site water plumbing shall be installed in accordance with the Uniform Plumbing Code and all other local governing codes, rules and regulations. All piping shall be continuously and permanently marked with the manufacturer's name or trademark, nominal size, and schedule or class indicating the pressure rating. All on-site reclaimed or domestic (potable) piping shall be identified in accordance with the City of Corona standards.

Irrigation Fixture: All fixtures, master valves, flow sensors, irrigation valves, irrigation controllers, and shut-off valves shall be installed according to the manufactures specifications.

Master valve and flow sensor: wiring shall contain a minimum of six (6) wires; red and black for the master valve, blue and white for the flow sensor, as well as a minimum of two (2) green spare wires. Install master valves in a purple irrigation jumbo box when possible. Wiring shall be continuous from the flow sensor and master valve to the irrigation controller. For sites owned by the City of Corona the master valves shall be epoxy coated.

Wye-strainer: shall be epoxy coated with a 20-mesh or finer screen.

Pressure Regulators: Where the static water pressure to the facility exceeds 80 psi (552 kPa), an approved-type pressure regulator preceded by an adequate strainer shall be installed and the pressure reduced to 80 psi or less. Pressure regulator(s) equal to or exceeding 1 1/2 inches shall not require a strainer unless required by the City of Corona Department of Water and Power. Pressure regulators installed on the City of Corona irrigation systems shall be 75 psi to 125 psi or as noted by the City of Corona Department of Water and Power.

Irrigation Controller/Clock: Programming of an irrigation controller shall be in sequence with station 1 as close as practical to the irrigation controller. Reclaimed water shall be applied at a rate that does not exceed the infiltration rate of the soil. Where varying soil types are present, the design of the reclaimed system shall be compatible with the lowest infiltration rate present.

Potable and Non-Reclaimed Irrigation Backflow Installation: Reduce Pressure Principle Backflow Preventers shall be installed in accordance to the City Standard 428.

**Reclaimed Water Design Requirements
For On-site Facilities
Version 1.1 Date June 2, 2016**

Dual Plumbed Systems: shall conform will all requirements under the current UPC and Chapter 16A of the UPC.

Physical Barrier between Potable and Reclaimed Water Systems: A reclaimed water use area shall have a physical boundary between any potable water use areas; such as a sidewalk, mow strip, fence-line, etc. The delineation between the potable and reclaimed use areas shall be a minimum of four inches. The use of mow strips to delineate between a reclaimed water use area and a potable water use area is required if there is no other physical barrier between the two use areas. Depending on the potential of a cross-connection and the degree of hazard between the potable and reclaimed use areas the City of Corona may require specific and/or increased standards on delineating barriers on reclaimed use sites.

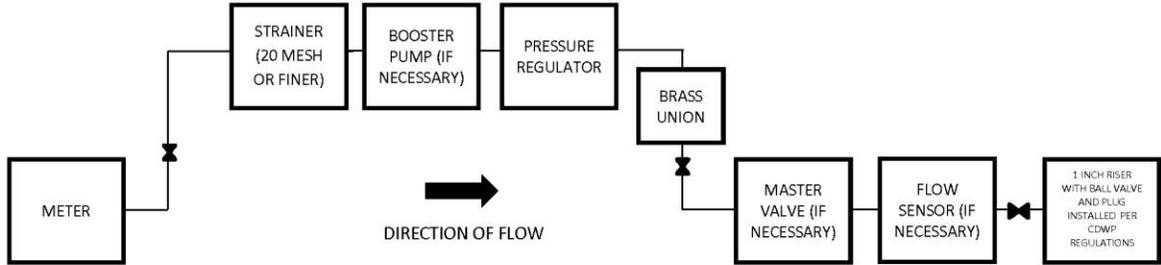
Mow Strips: Mow strips shall be constructed in accordance to the City Standard 622.

Cage Construction and Installation: The cage side walls and roof must be constructed of expanded metal. Other metal may be used if approved by a City of Corona Department of Water and Power Representative. The cage pattern shall be no greater than 1 ½ inch by 3 inch and designed in a matter to protect against vandalism and theft. The cage shall be completely powder coated. The cage shall be installed on hinges to allow for complete and unrestricted access to all fixtures and piping within the cage. The cage shall be securely fastened to a concrete slab. The concrete slab will extend a minimum of the entire cage and will be a minimum of 6 inches below finished grade. The cage shall be lockable by pad lock in a manner to prevent access to all fixtures and piping within the cage. The cage shall not make contact with anything within or outside of the cage when fully opening and closing.

Testing: Upon completion of a section or of the water supply system, it shall be tested and proved tight under a water pressure determined by the City of Corona Department of Water and Power Representative. The water pressure shall be taken from a local source and shall be similar to the working pressure under which it is to be used. The piping shall withstand the test without leaking for a period of not less than 15 minutes. Test gauges shall comply with section 318.0 of the plumbing code.

Change-Orders, Plan Changes: Change order(s) and/or plan change(s) shall be in writing and will include the change(s) to be made; the work to be performed; the cost; signature of the owner or owner's representative; and the signature of the contractor or contractor's representative. A copy of the change order(s) and/or plan(s) change shall be submitted to the City of Corona Department of Water and Power for final review and approval.

Point of Connection Sequence Detail for Reclaimed Water Sites



NOTES:

- 1) STRAINER SHALL BE AT LEAST THE SAME NOMINAL SIZE AS THE METER SIZE
- 2) BACKFLOW PREVENTOR SHALL BE THE SAME NOMINAL SIZE AS THE METER SIZE
- 3) BACKFLOW PREVENTOR REQUIRED ON USER SITES USING A FERTIGATION SYSTEM, PUMP OR AS REQUIRED BY CDWP
- 4) STRAINER, PRESSURE REGULATOR AND BACKFLOW PREVENTOR SHALL BE LOCATED ABOVE GROUND
- 5) STRAINER, AND PRESSURE REGULATOR SHALL BE INSTALLED 12" ABOVE GRADE, HORIZONTAL AND UPRIGHT
- 6) BOOSTER PUMP IF REQUIRED NEEDS TO HAVE A LOW FLOW/PRESSURE SWITCH
- 7) 1 INCH RISER WITH BALL VALVE SHALL BE LOCATED WITHIN 5 FEET OF THE NEAREST UPSTREAM VALVE
- 8) MASTER VALVE AND FLOW SENSOR SHALL BE INSTALLED PER CORONA STANDARD 608

 BALL VALVE

SAMPLE IRRIGATION DETAIL
RECLAIMED WATER POC SEQUENCE

SECTION IV

BID CONTENT AND FORMS

A. BID FORMAT AND CONTENT

1. Presentation

Bids should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. 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. 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. NON-COLLUSION DECLARATION

Bidder shall submit with their bid a completed, signed, and notarized Non-Collusion Declaration.

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.

BIDDER: _____

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 _____

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 _____

**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

CITY OF CORONA

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

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

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

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

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

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

by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

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

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed 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)

Surety

By: _____
Attorney-In-Fact

ACKNOWLEDGMENT

State of California
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

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

**INFORMATION REQUIRED OF BIDDERS
To Be Submitted With Bid**

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

1. Name of Bidder:

2. Type, if Entity:

3. Bidder’s Address:

E-mail Address

Telephone Number

Contractor’s License Number

DIR Registration Number

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

4.1 Under what other or former names has Bidder's organization operated?

5. If Bidder’s organization is a corporation, answer the following:

5.1 Date of Incorporation: _____

5.2 State of Incorporation: _____

5.3 President's Name: _____

5.4 Vice President's Name(s): _____

5.5 Secretary's Name: _____

5.6 Treasurer's Name: _____

6. If an individual or a partnership, answer the following:

6.1 Date of Organization: _____

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

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

8. List other states in which Offeror's organization is legally qualified to do business.

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

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

11. Has Bidder entered into a settlement agreement involving a public works project of more than \$100,000 within the last two years with any City or public agency? If so, note when, where and why. *This information may be the basis for rejecting the bid as being nonresponsive or the Bidder as nonresponsible following a hearing.*

12. Within the last five years, has any officer or partner of Bidder's

organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

13. List Trade References:

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

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

**EXPERIENCE STATEMENT
To Be Submitted With Bid**

Provide experience and past performance information in the format provided below which demonstrates three (3) or more years of comparable experience. Add additional pages, if necessary.

Project # 1 Name: _____

Owner: _____

Describe Type of Project: _____

Project Cost: \$ _____

Project Time: _____ Calendar Days _____

Owner's Representative/Project Manager: _____

Owner's Representative Telephone No.: _____

Completion Date: _____

Project # 2 Name: _____

Owner: _____

Describe Type of Project: _____

Project Cost: \$ _____

Project Time: _____ Calendar Days _____

Owner's Representative/Project Manager: _____

Telephone No.: _____

Completion Date: _____

Project # 3 Name: _____

Owner: _____

Describe Type of Project: _____

Project Cost: \$ _____

Project Time: _____ Calendar Days _____

Owner's Representative/Project Manager: _____

Telephone No.: _____

Completion Date: _____

Project # 4 Name: _____

Owner: _____

Describe Type of Project: _____

Project Cost: \$ _____

Project Time: _____ Calendar Days _____

Owner's Representative/Project Manager: _____

Telephone No.: _____

Completion Date: _____

Project # 5 Name: _____

Owner: _____

Describe Type of Project: _____

Project Cost: \$ _____

Project Time: _____ Calendar Days _____

Owner's Representative/Project Manager: _____

Telephone No.: _____

Completion Date: _____

INDUSTRIAL SAFETY RECORD

(To be Completed and Submitted With Bid)

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

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

(Print Firm Name)

(Signature/Date)

(Print Name and Title)

BID / PRICE FORM

REQUEST FOR QUOTES: NIB No. DWP 16-MW1B
DESCRIPTION OF NIB: Reclaimed Water Retrofit and Irrigation Services at Group 1B

BIDDER’S NAME/ADDRESS: _____

NAME/TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE _____

Please provide detailed Firm Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the Technical Specification/Scope of Work requirements.

Unit costs shall include all materials, supplies, labor, equipment, and all ancillary costs required to complete the work.

**BID SCHEDULE
SCOPE OF WORK**

Contractors are to provide a total bid for the Scope of Work, excluding quantity specific items that are described in the Unit Cost Items (in Summary Bid Table).

UNIT COST ITEMS

The following items are to be bid with a per unit price:

- Painting of Valve boxes
- Capping sprinklers/rotors with purple caps
- Tagging control valves
- Painting sprinklers
- Applying stickers to sprinklers

SUMMARY BID TABLE

Cost Categories	Quantity**	Unit Cost	Total Cost
<i>Mark Valve Box</i>	1		
<i>Sprinkler Marking</i>	1		
<i>Tag Control Valves (each)</i>	1		
Total Bid Amount			

*Select the marking method for the valve box and sprinklers in the table above (enter in highlighted area). See marking options below. Provide pricing for all options.

**Total quantity will be determined by the City and communicated via an addendum at least 72 hours prior to the proposal due date and time.

COST BREAKDOWN

Alternative Sprinkler Markings	Cost per Sprinkler (\$/each)	Total Cost
Paint valve box		
Install new valve box		
Paint Sprinklers		
Sticker Sprinklers		

LABOR

Contractors are to provide in the table below the hourly rate for the types of labor being completed.

NO.	TITLE	JOB DESCRIPTION	HOURLY RATE
1			
2			

NO.	TITLE	JOB DESCRIPTION	HOURLY RATE
3			
4			
5			
6			
7			
8			
9			
10			

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'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 contractors?
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.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

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

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

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.

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

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

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all the representations made herein are true and correct.

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____ 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) Contractor Information Form
- 4) Experience Statement
- 5) Sub-Contractors List
- 6) Industrial Safety Record
- 7) Contractor's Certificate Regarding Workers' Compensation

SECTION V
FORM OF AGREEMENT
CITY OF CORONA
SHORT-FORM CONSTRUCTION/INSTALL CONTRACT
WITH [*INSERT NAME***]**
(RECLAIMED WATER RETROFIT AND IRRIGATION SERVICES AT GROUP 1B
LOCATIONS)

1. PARTIES AND DATE.

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

2. RECITALS.

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing **Reclaimed Water Retrofit and Irrigation Services at Group 1B Locations** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that is familiar with the plans of City.

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

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

2.5 Corona Utility Authority. Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Contract is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Contract on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Notice Inviting Bids No. DWP 16-MW1B**

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as

specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

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

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

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

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

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

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **90 Working Days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the Work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.7 Compensation and Payment.

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

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

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

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

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

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

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

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

3.7.9 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Contract Price is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than two hundred (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

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

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

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

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

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

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

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

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

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

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.5, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.26.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.26.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its Work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate

facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any of the Work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform Work on this Project.

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

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

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

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more

broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

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

3.10 Claims; Government Code Claim Compliance.

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

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

3.10.3 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.12 Indemnification.

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

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

3.13 Insurance.

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

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

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

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

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

3.13.3.1 General Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled

underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

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

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from Work performed by Contractor.

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

3.13.4 Builder's Risk/Installation Floater Policy Requirements. Builder's Risk/Installation Floater 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. In addition, the insurer shall waive all rights of subrogation against the City.

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

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

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

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

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

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

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

3.14 Bond Requirements.

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

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

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense.

Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.16 or any of its sub-sections.

3.16.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any of the Work relating to the Project or this Contract to make the same verifications and comply with all requirements and restrictions provided for in Section 3.16.1.

3.16.3 Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.16.1 or 3.16.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.16.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.16.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.17 General Provisions.

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

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

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

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

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

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

Contractor:

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

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: *****INSERT NAME & DEPARTMENT*****

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

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

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

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

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

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

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

3.17.11.2 Corona Utility Authority. To the extent that this Contract is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Contract, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Contract with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

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

3.17.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

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

employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

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

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

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

[SIGNATURES ON NEXT 2 PAGES]

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

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

CITY OF CORONA

By:

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

Attest:

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

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

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

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

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

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

EXHIBIT "A"
PLANS AND SPECIFICATIONS

[INSERT SCOPE HERE]

EXHIBIT "B"
SPECIAL CONDITIONS

1. 100% Payment Bond required for contracts exceeding \$25,000.
2. Contractor shall comply with the city's franchise agreement with Waste Management Company of the Inland Empire for the removal of all construction waste and rubbish generated by the project.

EXHIBIT "C"
CERTIFICATION
LABOR CODE - SECTION 1861

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

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

By: _____
*****INSERT NAME*****
*****INSERT TITLE*****

By: _____
*****INSERT NAME*****
*****INSERT TITLE*****