

**AGREEMENT FOR PUBLIC IMPROVEMENTS
910 ONTARIO AVENUE – RITE AID DWG. 16-006HI
Master Landscaping Improvements**

This Agreement is made and entered into as of this **5th day of April, 2017**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Cirks Construction Inc.**, with its principal offices located at, **1442 E. Lincoln Ave # 334, Orange, CA 92865**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **910 Ontario Ave – Rite Aid** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **Fifteen Thousand, Six Hundred Dollars and No Cents (\$15,600.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time may be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

CITY:
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Cirks Construction Inc.,
1442 E. Lincoln Ave # 344
Orange, CA 92865

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

CIRKS CONSTRUCTION INC.

By:

Print Name

Signature

Title

By:

Print Name

Signature

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Orange)

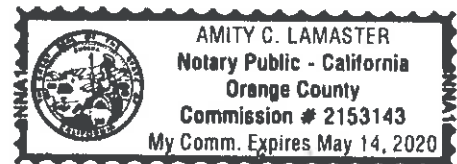
On 03/03/17 before me, Amity Lamaster, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth Dean Arko

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 Amity C. Lamaster

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Labor and Material Bond

containing 2 pages, and dated 03/01/17

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s) President
Title(s)

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

representing: KOC Construction
Name(s) of Person(s) or Entity(ies) Signer is Representing
- a dba of Cirkus Construction

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

PARCEL A:

PARCELS 1 AND 2, AS SHOWN BY PARCEL MAP NO. 36250, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, ON FILE IN BOOK 232, PAGES 57 AND 58 OF PARCEL MAPS, RECORDS OF SAID COUNTY RECORDER.

PARCEL B:

AN EASEMENT FOR INGRESS, EGRESS, DRIVEWAY AND INCIDENTAL PURPOSES AND SUBJECT TO THE TERMS AND PROVISIONS OF CONTAINED IN THE DOCUMENT ENTITLED, "DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENT" RECORDED MAY 13, 2011 AS INSTRUMENT NO. 2011-0212426 OF OFFICIAL RECORDS, AS DESCRIBED AND DEPICTED THEREIN.

APN: 113-420-004-7 and 113-420-008-1

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$15,600.00
Labor and Material	\$ 15,600.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Rite-Aid- Public Landscaping
Location: 910 W. Ontario Ave
DWG No: 10-006H1

DATE: 02/23/2017

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Materials
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements (Landscaping)	\$ 12,043.90	\$ 15,600.00	\$ 7,800.00
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

PREPARED BY:

Jim Baldwin
Engineer's Name & Signature
Landscapes Architect
Conceptual Design and Planning Company
Company
jbaldovin@cdpcinc.com
Tel No/Email 949.399.0870



WET STAMP & DATE

Corona CFD 2001-1-B / Ontario and Buena Vista	15043
Landscape Construction Cost Estimate	3/9/2016

Description	Quantity	Unit	Unit Cost	Extended Cost
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Irrigation and landscape	3183 sq. ft.		3.00	\$9,549.00
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street tree - 24" box	7 each		200.00	\$1,400.00
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LANDSCAPE SUBTOTAL				\$10,949.00
10% CONTINGENCY				\$1,094.90
TOTAL				\$12,043.90