

**AGREEMENT FOR PUBLIC IMPROVEMENTS
910 SOUTH VICENTIA AVENUE
Non-Master Plan Improvements, DWG#: 17-002P**

This Agreement is made and entered into as of this **15th day of November, 2017**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and Midoros, LLC, a California Limited Liability Company with its principal offices located at **190 W. 3rd Street, Santa Ana, CA 92701** (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 South Vicentia Avenue** 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 **Twenty-Six Thousand, Eight Hundred Dollars and No Cents (\$26,800.00)** 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:

The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:

MIDOROS, LLC
190 W. 3rd Street
Santa Ana, CA 92701

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

MIDOROS, LLC
a California Limited Liability Company

By: _____

Signature

Print Name

Title

By: _____

Signature

Print Name

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On 10/12/17 before me, Suzanne Kay, notary public
(Here insert name and title of the officer)

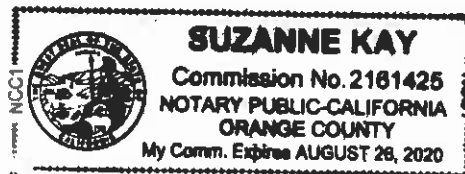
personally appeared Rene Saul Delgado
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Public
(Title or description of attached document)

Improvements
(Title or description of attached document continued)

Number of Pages 5 Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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:

LOT 3 OF L. L. ANDREWS TRACT AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 37 OF MAPS,
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 110-113-003-6

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

SEE ATTACHED

Faithful Performance	\$26,800.00
Labor and Material	\$13,400.00

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

Project: PGR160042
Location: 910 S. VICENTIA AVENUE AVE., CORONA, CA 92882
DWG No: 17-002P

DATE: 9.22.17

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Labor & Materials Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	\$20,491	\$26,800	\$13,400
2 Master-Planned R/W (Public) Improvements			
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:

LAN N. PHAM

Engineer's Name & Signature

LAN & ASSOCIATES

Company

714-414-9215/ LANPHAM09@HOTMAIL.COM

Tel No/Email

9.22.17
WET STAMP & DATE



Project #: PGR160042
Location: 910 S. VICENTIA AVENUE AVE., CORONA, CA 92882

Location: 910 S. VICENTIA AVENUE AVE., CORONA, CA 92882

Concrete				
Alley Approach, 8" PCC	SF	\$15.00		\$
Curb Only 6"	LF	\$20.00		\$
Curb Only 8"	LF	\$24.00		\$
Curb & Gutter 6"	LF	\$25.00		\$
Curb & Gutter 8"	LF	\$26.00		\$

Cross Gutter & Spandrel	SF	\$16.00		\$
D/W Approach, Complete	EA	\$4,000.00	1	\$ 4,000.00
D/W Approach, 6"	SF	\$11.00		\$
D/W Approach, 8"	SF	\$13.00		\$
Pavement, 6"	SF	\$11.00		\$
Pavement, 8"	SF	\$12.00		\$
Sidewalk, 4"	SF	\$10.00	85	\$ 850.00
V-Gutter	SF	\$15.00		\$
W/C Ramp	EA	\$2,500.00		\$
W/C Ramp	SF	\$10.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
SUBTOTAL				\$ 4,850.00

Storm Drain

Box Culvert (Including Backfill)	CY	\$3,500.00		\$
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$
Catch Basin, W<8'	EA	\$7,000.00		\$
Catch Basin, W>8'	EA	\$10,500.00		\$
Channel, Reinf. Conc. Lined	SF	\$13.00		\$
Channel, Open Conc. <24"	LF	\$160.00		\$
Channel, Open Conc. 27"-36"	LF	\$260.00		\$
Channel, Open Conc. 42"-72"	LF	\$500.00		\$
Collar, 45"-60"	EA	\$1,300.00		\$
Collar, >60"	EA	\$2,000.00		\$
Encasement	LF	\$65.00		\$
Energy Dissipater	LS	\$7,000.00		\$
Grate Inlet, 12" x 12"	EA	\$500.00		\$
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$
Headwalls, Gravity Type	EA	\$2,000.00		\$
Headwalls, Wing Type	EA	\$9,000.00		\$
Inlet Apron	EA	\$3,000.00		\$
Junction Structure	EA	\$10,000.00		\$
Manhole, H<8'	EA	\$4,500.00		\$
Manhole, H>8'	EA	\$5,500.00		\$
Pipe, 18" RCP	LF	\$160.00		\$
Pipe, 24" RCP	LF	\$180.00		\$
Pipe, 30" RCP	LF	\$190.00		\$
Pipe, 36" RCP	LF	\$200.00		\$
Pipe, 42" RCP	LF	\$220.00		\$
Pipe, 48" RCP	LF	\$230.00		\$
Pipe, 54" RCP	LF	\$300.00		\$
Pipe, 60" RCP	LF	\$325.00		\$
Pipe, 66" RCP	LF	\$360.00		\$
Pipe, 72" RCP	LF	\$400.00		\$
Pipe, 78" RCP	LF	\$420.00		\$

Pipe, 84" RCP	LF	\$450.00		\$
Pipe, 18" CMP	LF	\$110.00		\$
Pipe, 24" CMP	LF	\$130.00		\$
Pipe, 30" CMP	LF	\$150.00		\$
Pipe, 36" CMP	LF	\$180.00		\$
Pipe, 42" CMP	LF	\$190.00		\$
Pipe, 48" CMP	LF	\$200.00		\$
Pipe, 54" CMP	LF	\$220.00		\$
Pipe, 60" CMP	LF	\$250.00		\$
Pipe, 4" PVC	LF	\$20.00		\$
Pipe, 4" Perf PVC	LF	\$20.00		\$
Pipe, 6" PVC	LF	\$25.00		\$
Pipe, 8" PVC	LF	\$30.00		\$
Pipe, 10" PVC	LF	\$35.00		\$
Pipe, 12" PVC	LF	\$40.00		\$
Pipe, 18" PVC	LF	\$50.00		\$
Rip-Rap, Grouted	SF	\$10.00		\$
Rip-Rap, Grouted	Ton	\$75.00		\$
Transition Structure	EA	\$5,000.00		\$
Underwalk Drain, W<6'	EA	\$2,500.00		\$
Underwalk Drain, W>6'	EA	\$3,500.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Street Lights

Pull Box No. 3 1/2	EA	\$300.00		\$
Pull Box No. 5	EA	\$400.00		\$
Service Point	EA	\$5,500.00		\$
St. Light, 501 - 1 only	EA	\$5,400.00		\$
St. Light, 501 - 2 to 5	EA	\$5,200.00		\$
St. Light, 501 - 5+	EA	\$4,500.00		\$
St. Light, 502 - 1 only	EA	\$5,800.00		\$
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$
St. Light, 502 - 5+	EA	\$5,000.00		\$
St. Lt. Conduit, 1" Sch 80				\$
<500 LF	LF	\$12.00		\$
>500 LF	LF	\$10.00		\$
St. Lt. Conduit, 1 1/2"				\$
<500 LF	LF	\$16.00		\$
>500 LF	LF	\$14.00		\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

Traffic

Signal, 6 phse+MstrCont.	EA	\$240,000.00		\$
--------------------------	----	--------------	--	----

Signal, 8 phse+MstrCont.	EA	\$265,000.00		\$
Signal, Both+Interconnect	LF	\$20.00		\$
Striping, 4" Std wht/ylw	LF	\$0.50		\$
Striping, 6" Std wht/ylw	LF	\$0.65		\$
Striping 12" Std wht/ylw	LF	\$2.50		\$
Striping, Skip	LF	\$0.35		\$
Striping, Double	LF	\$0.75		\$
SUBTOTAL				\$

Walls

Retaining Walls	SF	\$15.00		\$
-----------------	----	---------	--	----

Miscellaneous

Barricade, 40'	EA	\$1,600.00		\$
Water Lateral	EA	\$5,000.00		\$
Water Meter Installation	EA	\$2,500.00	1	\$ 2,500.00
Paving Replacement, Trench	LF	\$16.00	130	\$ 2,080.00
Pressure Reducing Station	EA	\$90,000.00		\$
Shoring for Trenches > 5' Deep	LF	\$17.00		\$
Street Name Signs	EA	\$500.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
SUBTOTAL				\$ 4,580.00

Sewer

Manhole, 5' dia., 12' to 20' deep	EA	\$7,000.00		\$
Manhole, 5' dia. > 20' deep	EA	\$9,000.00		\$
Pipe, 4" PVC	LF	\$24.00		\$
Pipe, 6" PVC	LF	\$30.00		\$
Pipe, 8" PVC	LF	\$37.00		\$
Pipe, 10" PVC	LF	\$44.00		\$
Pipe, 12" PVC	LF	\$50.00		\$
Pipe, 15" PVC	LF	\$57.00		\$
Pipe, 4" DIP	LF	\$33.00		\$
Pipe, 6" DIP	LF	\$39.00		\$
Pipe, 8" DIP	LF	\$48.00		\$
Pipe, 10" DIP	LF	\$54.00		\$
Pipe, 12" DIP	LF	\$61.00		\$
Pipe, 15" DIP	LF	\$73.00		\$
SUBTOTAL				\$

Miscellaneous Sewer

Adjust Manhole	EA	\$1,560.00		\$
Clean Out	EA	\$1,080.00		\$
Saddle	EA	\$1,170.00		\$

OTHER= Sewer Lateral	EA	\$2,000.00	1	\$	2,000.00
OTHER=				\$	
OTHER=				\$	
SUBTOTAL				\$	2,000.00

Water

Pipe, 4" Class 150	LF	\$30 00		\$	
Pipe, 6" Class 150	LF	\$38 00		\$	
Pipe, 8" Class 150	LF	\$41 00		\$	
Pipe, 10" Class 150	LF	\$46 00		\$	
Pipe, 12" Class 150	LF	\$51 00		\$	
Valve, 4"	EA	\$1,230 00		\$	
Valve, 6"	EA	\$1,410 00		\$	
Valve, 8"	EA	\$1,680 00		\$	
Valve, 10"	EA	\$2,030 00		\$	
Valve, 12"	EA	\$2,270 00		\$	
Valve, 14"	EA	\$3,000 00		\$	
Valve, 16"	EA	\$3,550 00		\$	
SUBTOTAL				\$	

Miscellaneous Water

Air & Vac, 1"	EA	\$2,700 00		\$	
Blow Off, 2"	EA	\$1,500 00		\$	
Blow Off, 4"	EA	\$3,800 00		\$	
Fire Hydrant, 6"	EA	\$4,400 00		\$	
Fire Service, 6"	EA	\$10,500 00		\$	
Fire Service, 8"	EA	\$14,750 00		\$	
Hot Tap, 8"	EA	\$3,550 00		\$	
Hot Tap, 10"	EA	\$3,900 00		\$	
Hot Tap, 12"	EA	\$4,750 00		\$	
Service, 1"	EA	\$1,050 00	1	\$	1,050.00
Service, 2"	EA	\$2,200 00		\$	
OTHER=				\$	
OTHER=				\$	
OTHER=				\$	
SUBTOTAL				\$	1,050.00

TOTAL COST \$ 20,491.00

PREPARED BY:

LAN PHAM

Engineer's Name & Signature
LAN & ASSOCIATES

Company
714-414-9215

Tel No/Email

9-22-17

WET STAMP & DATE



**AGREEMENT FOR GRADING, EROSION CONTROL, AND DRAINAGE
IMPROVEMENTS FOR 910 SOUTH VICENTIA AVENUE, DWG#: 17-002P**

This Agreement is entered into as of this **15th day of November, 2017**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **Midoros, LLC a California Limited Liability Company**, with its principal offices located at, **190 W. 3rd Street, Santa Ana, CA 92701**, (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 South Vicentia Avenue** (hereinafter referred to as "Project") has submitted to the City for its approval grading, erosion control and drainage plans (hereinafter referred to as "Plans") completed in accordance with Chapter 15.36 of the City of Corona Municipal Code or as required by conditions of approval for Project. Developer desires to commence grading, erosion control and drainage improvements an estimate of which is listed in "Exhibit A" attached hereto and made a part hereof (hereinafter referred to as the "Grading Work") The Grading Work listed in Exhibit "A" is understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and completed as shown on approved Plans. If during the course of Grading Work it is determined that alterations from the approved Plans are necessary, the Developer shall undertake such design and construction changes as may be reasonably required by City at Developers own expense.

SECOND: Developer and City desire to enter into this Agreement for the completion of the Grading Work and the furnishing of security for the performance of this Agreement in accordance with the City Ordinances and the conditions of approval for Project.

THIRD: Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Four Thousand, Two Hundred Dollars and No Cents (\$4,200.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost of the Grading Work changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement, the Grading Work, or the plans shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement, the Grading Work, or the plans.

FOURTH: Developer shall complete or have completed at its own cost and expense all Grading Work and other associated improvements required by the City as part of the approval of Project within 18 months from the date of this agreement. The City may, either before or after the expiration of the time provided herein and in its sole and absolute discretion, provide Developer with additional time within which to complete the Grading Work and Improvements. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppels, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Grading Work was to have been completed hereunder.

FIFTH: Developer and its contractors, if any, shall perform all work necessary to complete the Grading Work under this Agreement 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. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

SIXTH: If Grading Work or construction of any Improvements has commenced prior to execution of this Agreement, Developer shall warrant that the Grading Work and Improvements is in compliance with the approved Plans and with this Agreement. If found not to be in compliance with the approved Plans or this Agreement, Developer shall remove and repair at Developer's sole expense such Grading Work and Improvements to the satisfaction of the City.

SEVENTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default or complete the Grading Work and Improvements. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required. All such work or remedial activity shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the required Grading Work and Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to permit adequate coordination by City.

EIGHTH: City shall not be responsible or liable for the maintenance or care of any Grading Work or Improvements. Developer shall maintain all of the Grading Work and Improvements in a state of good repair until they are completed by Developer and approved by City, and until the security for the performance of this Agreement is released. If Developer fails to properly maintain the Grading Work and Improvements, City may do all necessary work and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Grading Work and Improvements or their condition. Developer shall be responsible for maintaining all Grading Work and Improvements including onsite drainage improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement for a period of one (1) year following completion of the work and acceptance by City. Upon completion of any public drainage improvements by Developer and approval and acceptance by City, twenty-five percent (25%) of the original face value of the surety shall continue in full force and effect for the purpose of guaranteeing repair of defective workmanship and materials of the Improvements for the one (1) year period.

NINTH: Developer agrees that any and all Grading Work done or to be done in conjunction with the Project shall conform to all state and local laws, ordinances, regulations and other requirements, including City's Grading Ordinance. In order to prevent damage to Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the above time schedule and prior to City's approval and release of surety. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

TENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

ELEVENTH: If Developer fails to complete all or any part of the Grading Work required by this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

TWELVETH: Developer shall procure and maintain, and shall require its contractors to procure and maintain, for the duration of this Agreement, insurance of the types and in the amounts and in a form and from insurers satisfactory to the City. Developer and its contractors shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City. All certificates and endorsements must be received and approved by the City before work pursuant to this Agreement can begin. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

THIRTEENTH: Should either party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit.

FOURTEENTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:
City of Corona
Public Works Dept.
400 South Vicentia Avenue
Corona, CA 92882

DEVELOPER:
MIDOROS, LLC
190 W. 3rd Street
Santa Ana, CA 92701

FIFTHTEENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

SIXTEENTH: This Agreement shall be binding on the successors and assigns of the parties

By: **MIDOROS, LLC**
a California Limited Liability Company

By:

Signature

Print Name

Title

Signature

Print Name

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On 10.12.17 before me, Suzanne Kay, notary public
(Here insert name and title of the officer)

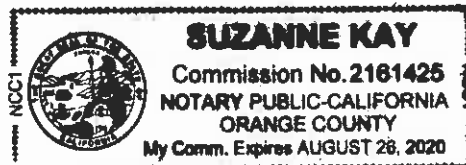
personally appeared Rene Saul Delgado
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for grading
(Title or description of attached document)
Erosion control, Drainage
(Title or description of attached document continued)

Number of Pages 5 Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"
LIST OF GRADING WORK

(Engineer's Cost Estimate Attached)

Quantity of Grading	\$4,200.00
Erosion Control	\$2,500.00

BOND ESTIMATE SHEET

(Use for Grading Work, Erosion Control, or Survey & Monumentation Bond Only)

Project: PGR160042
Location: 910 SOUTH VICENTIA AVENUE, CORONA, CA 92882
DWG No: 17-002P

1. GRADING SECURITY		
(a) Grading Work, See Note 2	\$1,750	
(b) Erosion Control, See Note 3	\$4,200	
TOTAL GRADING BOND ESTIMATE (See Notes 2, 4, & 6)		\$5,950
EROSION CONTROL CASH BOND (See Note 5)		\$2,500

2. SURVEY & MONUMENTATION BOND	
Attach Engineer's or PLS letter of estimate Monumentation Cost, signed & stamped by the Engineer or PLS. (Bond at 100%)	

NOTES:

1. All construction cost estimates should be attached to this form
2. Grading Bond Estimate shall be calculated at 30% of the grading construction cost, but not less than \$2500
3. Security for erosion control shall be 100% of the erosion control cost, but not less than \$2500
For Erosion Control cost exceeding \$2500, a minimum of 25% shall be in cash and not less than \$2500,
the remainder may be added to the grading bond.
4. A maximum of 75% of the erosion control cost may be added to the grading bond, when applicable
5. A minimum of 25% of the erosion control cost shall be posted in cash, but not less than \$2500
6. Sum of 30% of 1(a) & 75% max of 1(b), only when applicable per above.
7. City staff shall review all estimates and may change the amount of the engineer's
estimated bonds. No arrangements for bonds or fees should be made until you
receive the City's completed Bond and Fee Letter.
8. A current title report shall be submitted for bonding purposes.

PREPARED BY:



9.25.17

WET STAMP & DATE

LAN N. PHAM, RCE 29595
LAN & ASSOCIATES
13139 HARBOR BLVD., GARDEN GROVE, CA 92843
714-414-9215/lanpham09@hotmail.com
Tel No/Email



QUANTITY ESTIMATE FOR GRADING

Project #: PGR160042

Location: 910 S. VICENTIA AVE., CORONA, CA 92882

Item	Unit	Unit Cost	Quantity	Cost
Grading Improvements - Concrete and Drainage Facilities				
Curb & Gutter, 8"	LF	\$25.00		\$
Curb & Gutter, 8"	LF	\$26.00		\$
Cross Gutter & Spandrel	SF	\$18.00		\$
Box Culvert (Including Backfill)	CY	\$3,500.00		\$
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$
Catch Basin, W<8'	EA	\$7,000.00		\$
Catch Basin, W>8'	EA	\$10,500.00		\$
Channel, Reinf. Concrete Lined	SF	\$13.00		\$
Channel, Open Concrete <24"	LF	\$150.00		\$
Channel, Open Concrete 27"-36"	LF	\$250.00		\$
Channel, Open Concrete 42"-72"	LF	\$500.00		\$
Collar, 45"-60"	EA	\$1,300.00		\$
Collar, >60"	EA	\$2,000.00		\$
Encasement	LF	\$65.00		\$
Energy Dissipater	LS	\$7,000.00		\$
Grate Inlet, 12" x 12"	EA	\$500.00		\$
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$
Grate Inlet, 36" x 36"	EA	\$2,000.00		\$
Headwalls, Gravity Type	EA	\$5,000.00		\$
Headwalls, Wing Type	EA	\$9,000.00		\$
Inlet Apron	EA	\$3,000.00		\$
Junction Structure	EA	\$10,000.00		\$
Manhole, H<8'	EA	\$4,500.00		\$
Manhole, H>8'	EA	\$5,500.00		\$
Pipe, 18" RCP	LF	\$150.00		\$
Pipe, 24" RCP	LF	\$180.00		\$
Pipe, 30" RCP	LF	\$190.00		\$
Pipe, 36" RCP	LF	\$200.00		\$
Pipe, 42" RCP	LF	\$220.00		\$
Pipe, 48" RCP	LF	\$230.00		\$
Pipe, 54" RCP	LF	\$300.00		\$
Pipe, 60" RCP	LF	\$325.00		\$
Pipe, 66" RCP	LF	\$350.00		\$
Pipe, 72" RCP	LF	\$400.00		\$
Pipe, 78" RCP	LF	\$420.00		\$
Pipe, 84" RCP	LF	\$450.00		\$
Pipe, 18" CMP	LF	\$110.00		\$
Pipe, 24" CMP	LF	\$130.00		\$
Pipe, 30" CMP	LF	\$150.00		\$
Pipe, 36" CMP	LF	\$180.00		\$
Pipe, 42" CMP	LF	\$190.00		\$
Pipe, 48" CMP	LF	\$200.00		\$

Erosion Control

REGISTERED PROFESSIONAL ENGINEER
LAN N. PHAM
No. 28595
Exp. 3/31/19
CIVIL
STATE OF CALIFORNIA