

CITY OF CORONA
COOPERATIVE AGREEMENT
FOR FUNDING OF ROAD IMPROVEMENTS
(CITY OF NORCO - RIVER ROAD)

1. PARTIES AND DATE.

This Funding Agreement for Road Improvements (“Agreement”) is made and entered into as of this 15th day of November, 2017 (“Effective Date”) by and between the City of Corona, a California municipal corporation organized under the laws of the State of California with its principal address located at 400 S. Vicentia Avenue, Corona, California 92882 (“Corona”) and the City of Norco, a charter city and municipal organization organized and operating under the laws of the State of California with its principal address located at 2870 Clark Avenue, Norco California 92860 (“Norco”). Corona and Norco are sometimes individually referred to as “Party” and collectively as “Parties” throughout this Agreement.

2. RECITALS.

2.1 River Road Improvement Project. Corona intends to repair and rehabilitate the pavement on that certain portion of River Road between Main Street and Corydon Street, as more particularly described in Exhibits “A” and “B” attached hereto and incorporated herein by reference (“River Road Improvement Project”). The River Road Improvement Project includes a portion that is within Norco’s jurisdiction; namely, the northerly side of River Road beginning 300 feet east of Springbrook Street and continuing to the end of the River Road Improvement Project at Corydon Street (“Norco Portion”). The River Road Improvement Project is part of a larger project to be completed by Corona more commonly referred to as the 2017 Streets Pavement Maintenance & Rehabilitation Project No. 2017-01.

2.2 Norco’s Funding for Norco Portion. Since the Norco Portion is located within the jurisdictional boundaries of Norco and Norco will receive a benefit from the Norco Portion and the entire River Road Improvement Project, Norco desires to pay the total costs of the Norco Portion subject to the terms and conditions of this Agreement.

3. TERMS.

3.1 Design and Construction of Road Improvements.

3.1.1 Design. Corona shall prepare, or cause to be prepared, Plans, Specifications and Estimates (“PS&E”) for the River Road Improvement Project. With respect to the Norco Portion, Corona shall prepare such PS&E in accordance with any standards which are provided by Norco to the City in writing on or before a date to be mutually agreed upon by the Parties. Corona shall have the River Road Improvement Project constructed in accordance with such PS&E.

3.1.2 Lead Agency. Corona shall be the lead agency for the design and construction of the River Road Improvement Project. Corona shall coordinate with any other government agency or utility company as necessary for the design and construction of the River Road Improvement Project. Corona shall prepare and obtain necessary environmental clearance in accordance with the California Environmental Quality Act, advertise and obtain all design and construction bids, award all contracts, and administer all contracts, including inspection, through completion of the River Road Improvement Project. Corona shall furnish or have furnished all equipment, tools, materials, labor and engineering services necessary to fully and adequately design and complete construction of the River Road Improvement Project.

3.1.3 Norco Cooperation. Norco agrees to issue to Corona, free of charge, upon application by Corona or Corona's contractor, the necessary encroachment permits to design and construct the Norco Portion within Norco's right-of-way. If Norco wishes to have Corona or Corona's contractor notify any residents or businesses of the construction of the River Road Improvement Project, Norco shall provide the names, addresses and, if requested by City, prepared mailing labels for such residents or business on or before any date reasonably established by Corona.

3.1.4 Norco Oversight; Communication. Norco, at no cost to Corona or the River Road Improvement Project, shall have the right of oversight of the Norco Portion, including any of the following at its discretion, but subject to any reasonable conditions or obligations as determined by Corona in its reasonable discretion: (1) providing prompt reviews and approvals, as appropriate, of the PS&E documents, change orders or any other submittals to Norco by Corona; (2) cooperating in the timely processing of the Norco Portion; and (3) furnishing a resident engineer during construction of the Norco Portion. Notwithstanding anything herein to the contrary, Corona shall remain the point of contact for the River Road Improvement Project, including the Norco Portion, and Norco shall not have any direct communications with the contractors without the prior approval of Corona. All communications desired by Norco shall be submitted to Corona's resident engineer assigned to the River Road Improvement Project for efficiency and to avoid confusion or disputes.

3.1.5 Insurance. Corona shall cause any contractor working on the River Road Improvement Project to maintain in force, until completion and acceptance of the River Road Improvement Project, a policy of Commercial General Liability Insurance, including coverage of Bodily Injury Liability, Personal Injury Liability and Property Damage Liability, in an amount of at least a \$1,000,000 per occurrence. In addition, any contractor shall also maintain a policy of Automobile Liability Insurance in an amount of at least a \$1,000,000. Corona shall require each policy to be endorsed to name Norco and its officers, agents and employees as additionally insured. Corona shall also require its contractors to maintain Worker's Compensation Insurance as required by law. The insurance requirements imposed upon the contractors shall be of the types and in the amounts typically required by Corona for similar public works construction projects.

3.1.6 Indemnification. Corona shall require its contractors to indemnify, defend and hold harmless Norco and its officers, agents and employees to the same extent provided for Corona and its officers, agents and employees.

3.2 Alterations to Road Improvements.

The improvements described in Exhibit "B" attached hereto are 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 improvements made and completed as shown on approved plans and specifications, and any subsequent approved alterations thereto. If, during the course of design, construction and installation of the River Road Improvement Project, it is determined by Corona that the public interest requires alterations in the improvements, Corona shall undertake such design, construction and installation changes as may be reasonably necessary.

3.3 Quality of Work.

The construction plans and specifications for the River Road Improvement Project shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations and other requirements. In addition, the River Road Improvement Project shall be completed in accordance with all maps, plans and specifications on file with Corona, as well as all applicable federal, state and local laws, ordinances, regulations and other requirements. It is understood and agreed that all work and improvements done pursuant to this Agreement shall conform to the standards applicable at the time work is actually commenced.

3.4 Payment of Costs for Road Improvements.

3.4.1 Total Cost; Norco's Estimated Costs. Norco agrees to pay one hundred percent (100%) of the Total Costs, as defined below, to construct the Norco Portion ("Total Cost"). For purposes of this Agreement, the term "Total Cost" shall mean all labor, materials, tools, equipment, services and incidental and customary work necessary to plan, engineer, design, environmentally review, permit, site, bid and construct the Norco Portion, including, without limitation, all costs and expenses for the following: engineering, legal and other consultant services throughout the preconstruction and construction phases; bid preparation and administration services, soil, project and other inspection and testing services; construction and project management services; and all construction and project close-out activities. The Total Cost for the Norco Portion is currently estimated to be One Hundred Forty Thousand Eight Hundred Thirty Dollars and Twenty Cents (\$140,830.20), as is more particularly described in Exhibit "C" attached hereto and incorporated herein by reference ("Norco's Estimated Costs").

3.4.2 Payment. Norco shall make payments to Corona as follows:

A. Norco Estimated Costs. Within thirty (30) days of the Effective Date of this Agreement, Norco shall pay to Corona Norco's Estimated Costs in immediately available funds.

B. Additional Contract Costs. In the event the Norco Portion of the contract awarded to the lowest responsive bidder for the River Road Improvement Project exceeds Norco's Estimated Costs, Corona shall invoice Norco for the amount that is the difference between the contract amount and Norco's Estimated Costs ("Additional Contract Costs"). Norco shall pay such Additional Contract Costs to Corona within thirty (30) days of the date of Corona's invoice.

C. Change Order Costs. Corona shall submit to Norco any contract change order that relates to changes to the work for the Norco Portion. Norco shall review such change orders promptly and in sufficient time to allow Corona to review and process them within the time required by its contract with the contractor. In the event Norco disagrees with any change order, the Parties shall promptly meet and confer in order to resolve such concerns; provided, however, that ultimately Corona shall have the final say and determination regarding whether to approve any change order in whole or in part. Once Corona approves a change order, Corona shall invoice Norco for its fair share of the change order cost ("Change Order Costs"). Norco shall pay such Change Order Costs to Corona within thirty (30) days of the date of Corona's invoice.

D. Final Costs. Upon completion of the River Road Improvement Project, Corona will prepare a final written accounting of the Total Cost for the Norco Portion ("Final Costs"). To the extent that the Final Costs exceed Norco's Estimated Costs, the Additional Costs and the Change Order Costs, if any, Norco shall pay to Corona the difference within thirty (30) days of receipt of an invoice from Corona detailing the Final Costs and any amounts due and payable by Norco. To the extent that the Final Costs are less than Norco's Estimated Costs, the Additional Costs and the Change Order Costs, if any, Corona shall refund to Norco the difference.

3.5 Termination.

This Agreement shall terminate upon final completion and acceptance by Corona of the River Road Improvement Project and payment by Norco of all amounts owed to Corona under this Agreement, as determined by Corona in its reasonable discretion, or upon mutual agreement of the Parties in writing and duly approved by both Parties.

3.6 Notices.

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

City of Corona:

City of Corona
400 S. Vicentia Ave.
Corona, CA 92882
Attention: Nelson Nelson,
Director of Public Works
Email: nelson.nelson@CoronaCA.gov

City of Norco:

City of Norco
2870 Clark Ave.
Norco, CA 92860
Attention: Chad Blais
Director of Public Works
Email: cblais@ci.norco.ca.us

Such notice may be provided by personal delivery, by first class mail, by express delivery or by email transmission. Notice shall be deemed to be made as follows: (A) when personally delivered, upon actual delivery; (B) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; (C) when sent by express delivery, upon delivery as documented by the delivery service; and (D) when sent via facsimile transmission, upon actual delivery as documented by any verifiable facsimile transmission record. Facsimile transmissions shall be followed by first class delivery along with a copy of the facsimile transmission record. Actual

notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7 Cooperation and Further Acts.

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

3.8 Attorneys' Fees.

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

3.9 Indemnification.

Each Party shall defend, indemnify and hold the other Party and its officials, officers, employees and agents free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying Party or its officials, officers, employees and agents related to the performance of this Agreement or the completion or maintenance of the Norco Portion, including attorneys' fees and other related costs and expenses; provided, however, that employees of any Party shall not be deemed to be agents of any other Party for purposes of this Section. Notwithstanding the foregoing, the indemnifying Party shall not settle any lawsuit with respect to the other Party to this Agreement without such Party's consent, which consent shall not be unreasonably withheld.

3.10 Entire Agreement; Amendments.

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

3.11 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any cause of action arising under this Agreement shall be in Riverside County.

3.12 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the Parties.

3.13 Assignment or Transfer.

No Party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.14 Construction, References and Captions.

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

3.15 Waiver.

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

3.16 No Third-Party Beneficiaries

There are no third-party beneficiaries of any right or obligation assumed by the Parties.

3.17 Invalidity and Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In addition, if any portion of this Agreement is declared to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the Parties to this Agreement, the Parties shall use their reasonable best efforts to amend this Agreement to remove the inappropriate provisions(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any Party, such Party may terminate this Agreement as soon as is reasonably practicable or as required by law.

3.18 Authority to Execute Agreement

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

3.19 Counterparts

This Agreement may be signed in one or more counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING TWO PAGES]

CORONA'S SIGNATURE PAGE FOR
CITY OF CORONA
COOPERATIVE AGREEMENT
FOR FUNDING OF ROAD IMPROVEMENTS
(CITY OF NORCO - RIVER ROAD)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

CITY OF CORONA,
a California municipal corporation

By: _____
MM Darrell Talbert
City Manager

Attest:

Patty Rodriguez
Interim City Clerk


Approved as to form:

Dean Derleth
City Attorney

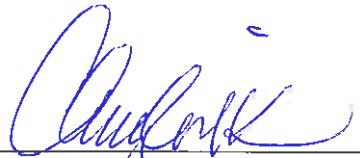
NORCO'S SIGNATURE PAGE FOR
CITY OF CORONA
COOPERATIVE AGREEMENT
FOR FUNDING OF ROAD IMPROVEMENTS
(CITY OF NORCO - RIVER ROAD)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

CITY OF NORCO,
a charter city and municipal organization
organized under California law


By: 

Greg Newton
Mayor

Attest: 

Cheryl L. Link, CMC
City Clerk

Approved as to form:



John R. Harper
City Attorney

EXHIBIT “A”

MAP DEPICTING RIVER ROAD IMPROVEMENT PROJECT

[SEE ATTACHED ONE (1) PAGE]

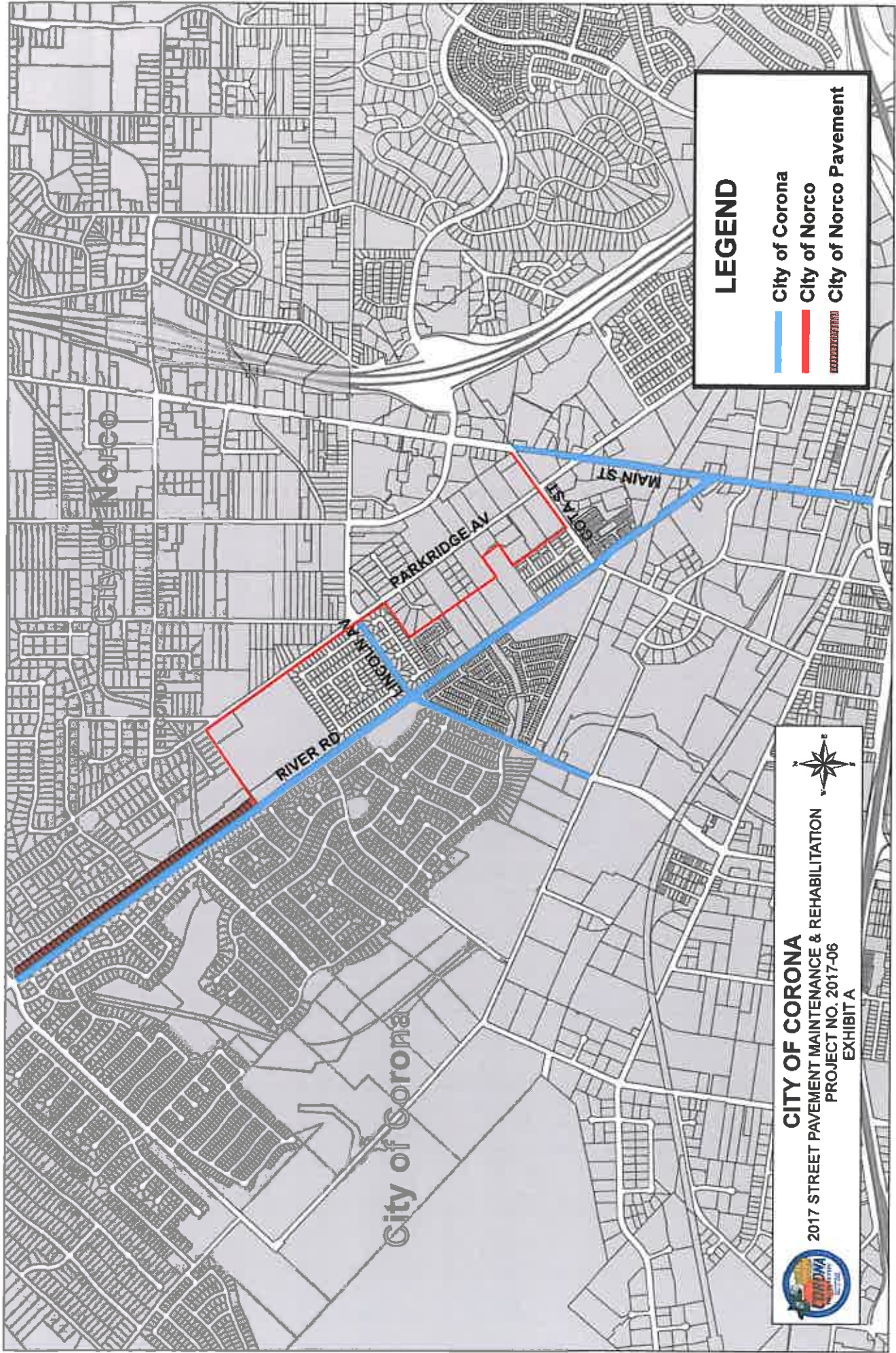


EXHIBIT “B”

BRIEF DESCRIPTION OF SCOPE OF WORK FOR ROAD IMPROVEMENTS

Scope of work:

- Grind existing pavement
- Construct leveling course and final Asphalt Concrete Cap
- Adjust utilities to final grade
- Remove and replace striping
- Reset centerline ties and survey monuments
- Miscellaneous contractual items such as mobilization, water consumption, clearing and grubbing.

EXHIBIT "C"

ENGINEERING COST ESTIMATE FOR NORCO ROAD IMPROVEMENTS

[SEE ATTACHED ONE (1) PAGE]

CITY OF CORONA
2017 STREETS PAVEMENT MAINTENANCE & REHABILITATION
PROJECT NO. 2017-01
RIVER RD FROM CORYDON TO 300' EAST OF SPRINGBROOK
NORCO PORTION ENGINEERING COST ESTIMATE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization	LS	1	\$5,600.00	\$5,600.00
2	Traffic Control	LS	1	\$5,200.00	\$5,200.00
3	Informational Project Sign	EA	1	\$600.00	\$600.00
4	Public Notification	LS	1	\$400.00	\$400.00
5	Implementation of BMPs	LS	1	\$660.00	\$660.00
6	Clearing and Grubbing	LS	1	\$660.00	\$660.00
7	Water Consumption	LS	1	\$200.00	\$200.00
8	Potholing	LS	1	\$250.00	\$250.00
9	Adjust Existing Utility Valves	EA	5	\$200.00	\$1,000.00
10	Adjust Existing Manhole Frame & Cover per City Standard 152	EA	2	\$500.00	\$1,000.00
11	Clean Water Valve	EA	20	\$35.00	\$700.00
12	Protect Existing Manhole from debris	EA	10	\$60.00	\$600.00
13	Grind existing AC Pavement (up to 0.15')	SF	87,000	\$0.25	\$21,750.00
14	AC Pavement(Leveling Course), Type C2-PG 64-10	TN	842	\$75.00	\$63,150.00
15	Thermoplastic Striping, Pavement Markings & Raised Pavement Markers	LS	1	\$8,500.00	\$8,500.00
16	Reset street centerline ties and survey monuments	EA	3	\$500.00	\$1,500.00

TOTAL BID

\$111,770.00

City Staff (3%)	\$3,353.10
Inspection (8%)	\$8,941.60
Contingency (15%)	\$16,765.50
Total	\$140,830.20

TOTAL PROJECT COST