

**FIRST AMENDMENT TO
CITY OF CORONA
COOPERATIVE AGREEMENT
FOR FUNDING OF ROAD IMPROVEMENTS
(CITY OF NORCO - RIVER ROAD)**

1. PARTIES AND DATE.

This First Amendment to Cooperative Agreement (“First Amendment”) is made and entered into this 18th day of July, 2018 by and between the City of Corona (“Corona”) and City of Norco (“Norco”). Corona and Norco are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 River Road Improvement Project Agreement. Corona and Norco entered into that certain Cooperative Agreement dated November 15, 2017 (“Agreement”), whereby Corona intended 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 to the Agreement (“River Road Improvement Project”). The River Road Improvement Project included 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. 2017-06.

2.2 Amendment. Norco desires to amend the Agreement for the first time to revise Scope of Work to increase the size of the Norco Portion. This Amendment extends the scope to include Hamner Avenue from the Corona City limit to Hidden Valley Parkway, as more particularly described in Exhibit “A-1” attached hereto and incorporated herein by reference.

3. TERMS.

3.1 Total Cost; Norco’s Estimated Costs. Section 3.4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“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 Three Hundred Sixty-Four Thousand Four Hundred and Four Dollars and Ninety-Eight Cents (\$364,404.98), as is more particularly described in Exhibit "C-1" attached hereto and incorporated herein by reference ("Norco's Estimated Costs")."

3.2 Payment of Norco Estimated Costs. Section 3.4.2(A) of the Agreement is hereby deleted in its entirety and replaced with the following:

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

A. Norco Estimated Costs. After Corona staff determines who the recommended lowest responsive and responsible bidder will be, but before the Corona City Council awards the construction agreement for the River Road Improvement Project, Corona shall revise the documents which comprise Exhibit "C-1" attached hereto and the corresponding Norco Estimated Costs. Corona shall then invoice Norco for the Norco Estimated Costs and include the Exhibit "C-1" documents as backup. Within thirty (30) days of receipt of the invoice, Norco shall pay Corona the Norco Estimated Costs."

3.3 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.5 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

CORONA SIGNATURE PAGE FOR
FIRST AMENDMENT TO
CITY OF CORONA
COOPERATIVE AGREEMENT
FOR FUNDING OF ROAD IMPROVEMENTS
(CITY OF NORCO - RIVER ROAD)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Cooperative Agreement as of the 18th day of July, 2018.

CITY OF CORONA,
a California municipal corporation

By:

Darrell Talbert
City Manager

Attest:

Sylvia Edwards
City Clerk

Approved as to form:

Dean Derleth
City Attorney

NORCO SIGNATURE PAGE FOR
FIRST AMENDMENT TO
CITY OF CORONA
COOPERATIVE AGREEMENT
FOR FUNDING OF ROAD IMPROVEMENTS
(CITY OF NORCO - RIVER ROAD)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Cooperative Agreement as of the 18th day of July, 2018.

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

By: _____
Andy Okoro
City Manager

Attest:

Cheryl L. Link
City Clerk

Approved as to form:

John R. Harper
City Attorney

EXHIBIT "A-1"
MAP DEPICTING RIVER ROAD IMPROVEMENT PROJECT

[SEE ATTACHED THREE (3) PAGES]

City of Corona

City of Norco

CORYDON ST

RIVER RD

SECOND ST

LINCOLN AV

LINCOLN AV

PARKRIDGE AV

COTA ST

MAIN ST

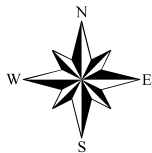
LEGEND

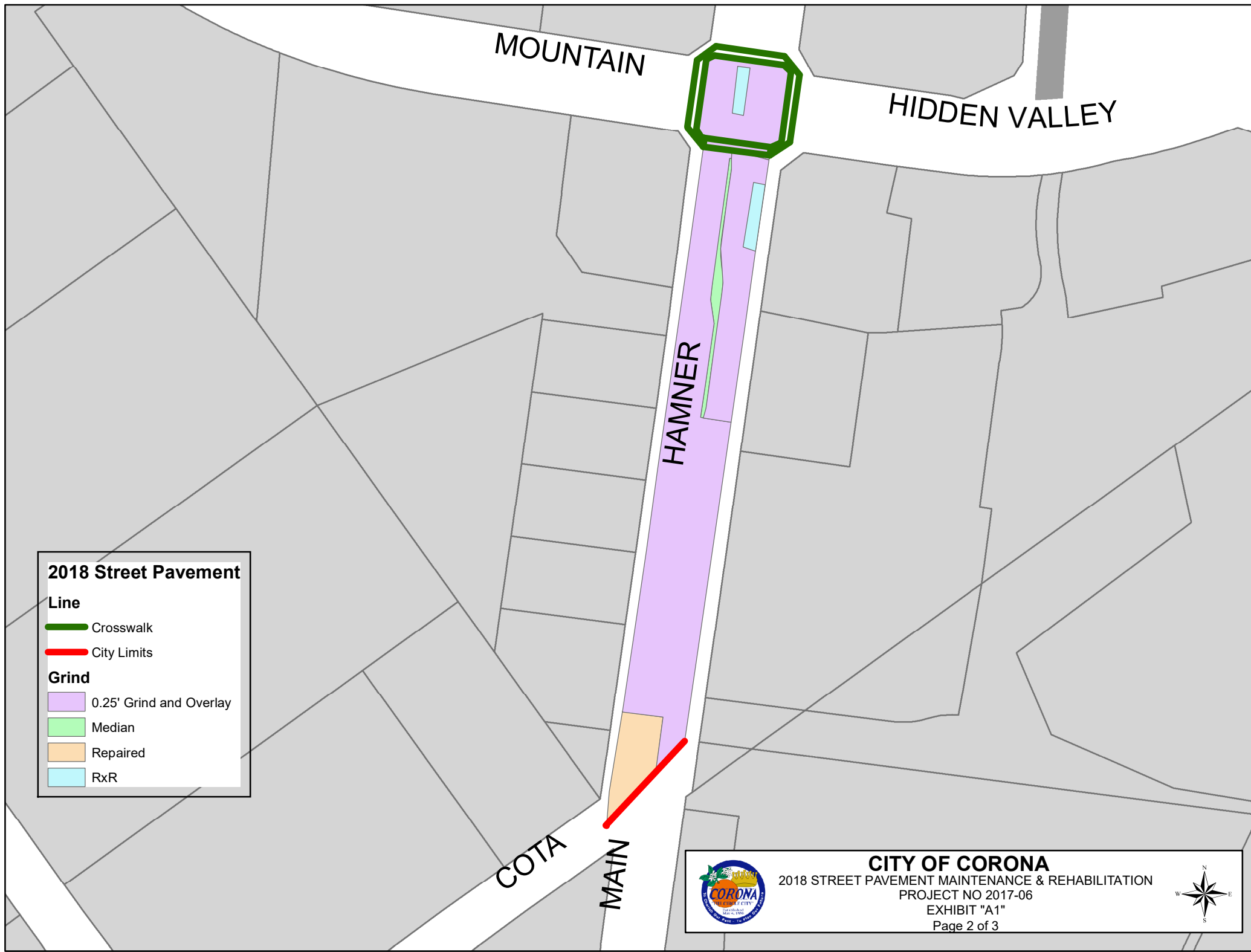
- City of Corona
- City of Norco
- City of Norco Pavement



CITY OF CORONA

2017 STREET PAVEMENT MAINTENANCE & REHABILITATION
PROJECT NO. 2017-06
EXHIBIT "A1"
Page 1 of 3





MOUNTAIN

HIDDEN VALLEY

HAMNER

COTA





MAIN

2018 Street Pavement

Line

-  Crosswalk
-  City Limits

Grind

-  0.25' Grind and Overlay
-  Median
-  Repaired
-  RxR



CITY OF CORONA

2018 STREET PAVEMENT MAINTENANCE & REHABILITATION
PROJECT NO 2017-06

EXHIBIT "A1"



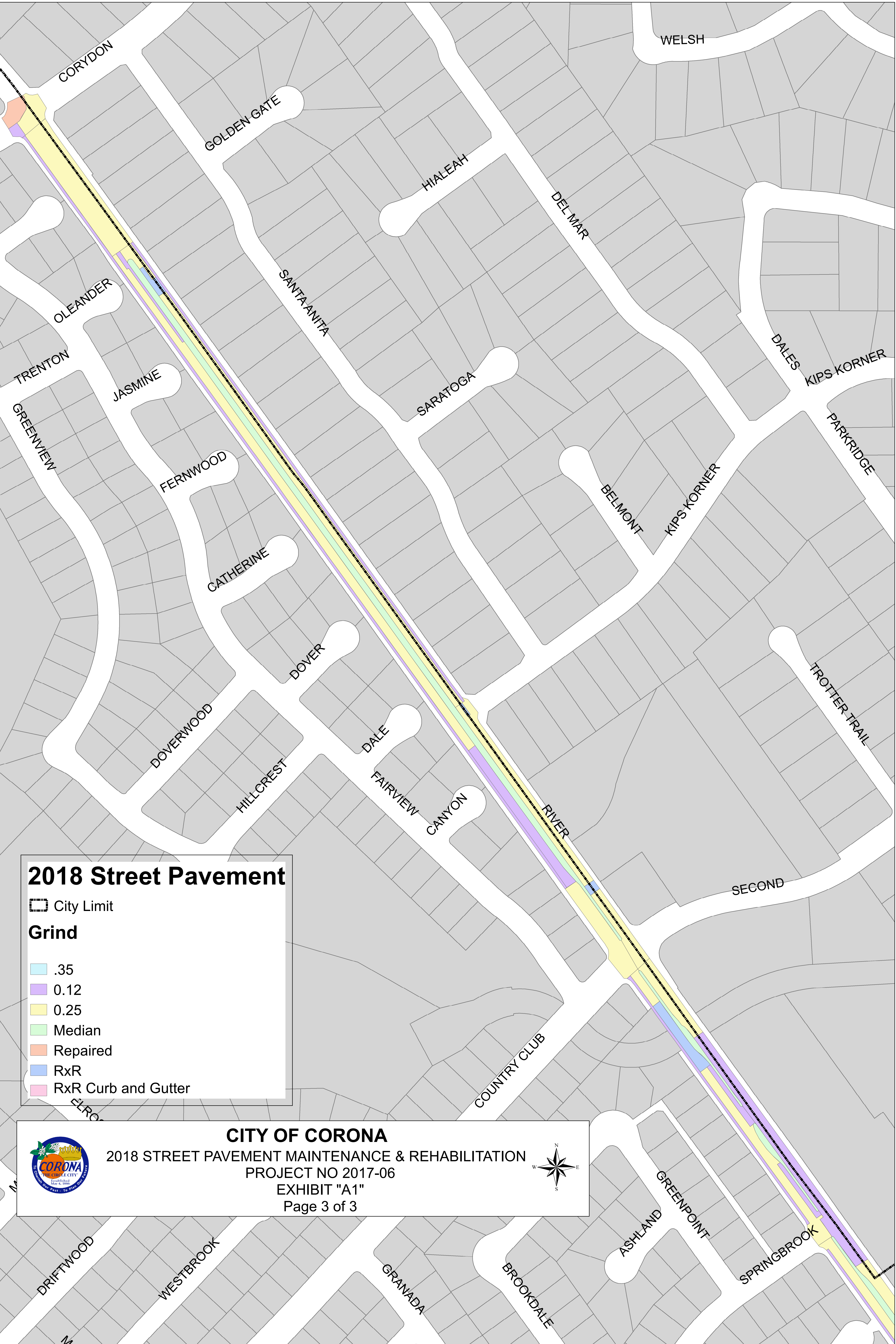


EXHIBIT "C-1"
ENGINEERING COST ESTIMATE FOR NORCO ROAD IMPROVEMENTS

[SEE ATTACHED TWO (2) PAGES]

CITY OF CORONA
2017 STREETS PAVEMENT MAINTENANCE & REHABILITATION
PROJECT NO. 2017-06
RIVER RD. FROM CORYDON TO 300' EAST OF SPRINGBROOK
NORCO PORTION ENGINEERING COST ESTIMATE, EXHIBIT "C1"

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST	%
1	Mobilization	LS	1	\$3,927.00	\$3,927.00	4.62%
2	Traffic Control	LS	1	\$3,696.00	\$3,696.00	4.62%
3	Informational Project Sign	EA	1	\$600.00	\$600.00	
4	Public Notification	LS	1	\$277.20	\$277.20	4.62%
5	Implementation of BMPs	LS	1	\$462.00	\$462.00	4.62%
6	Clearing and Grubbing	LS	1	\$462.00	\$462.00	4.62%
7	Water Consumption	LS	1	\$184.80	\$184.80	4.62%
8	Potholing	LS	1	\$184.80	\$184.80	4.62%
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	Cold Mill existing AC Pavement (up to 0.25')	SF	70,000	\$0.30	\$21,358.26	4.62%
14	AC Pavement(Leveling Course), Type C2-PG 64-10	TN	614	\$75.00	\$46,050.00	
15	AC Pavement Type B PG 64-10	TN	411	\$75.00	\$30,825.00	
16	Thermoplastic Striping, Pavement Markings & Raised Pavement Markers	LS	1	\$8,316.00	\$8,316.00	4.62%
17	Reset street centerline ties and survey monuments	EA	3	\$500.00	\$1,500.00	
18	Install Inductive Loop Detector	EA	10	\$500.00	\$5,000.00	

TOTAL BID

\$126,143.06

City Staff
(3%)

\$3,784.29

Inspection
(8%)

\$10,091.44

Contingency
(15%)

\$18,921.46

TOTAL PROJECT COST

Total

\$158,940.26

CITY OF CORONA
2017 STREETS PAVEMENT MAINTENANCE & REHABILITATION
PROJECT NO. 2017-06
HAMNER AVE. BETWEEN CORONA CITY LIMIT AND HIDDEN VALLEY
NORCO PORTION ENGINEERING COST ESTIMATE, EXHIBIT "C1"

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST	%
1	Mobilization	LS	1	\$3,808.00	\$3,808.00	4.48%
2	Traffic Control	LS	1	\$3,584.00	\$3,584.00	4.48%
3	Informational Project Sign	EA	1	\$600.00	\$600.00	
4	Public Notification	LS	1	\$268.80	\$268.80	4.48%
5	Implementation of BMPs	LS	1	\$448.00	\$448.00	4.48%
6	Water Consumption	LS	1	\$179.20	\$179.20	4.48%
7	Potholing	LS	1	\$179.20	\$179.20	4.48%
8	Adjust Existing Utility Valves	EA	12	\$200.00	\$2,400.00	
9	Adjust Existing Manhole Frame & Cover per City Standard 152	EA	9	\$500.00	\$4,500.00	
10	Clean Water Valve	EA	12	\$35.00	\$420.00	
11	Protect Existing Manhole from debris	EA	9	\$60.00	\$540.00	
12	Cold Mill existing AC Pavement (up to 0.25')	SF	69,000	\$0.30	\$20,711.04	4.48%
13	Sawcut AC Pavement	LS	1	\$465.00	\$465.00	
14	Remove existing AC Pavement (up to 6" depth)	SF	900	\$1.50	\$1,350.00	
15	AC Pavement(Leveling Course), Type C2-PG 64-10	TN	600	\$75.00	\$45,000.00	
16	AC Pavement Type B PG 64-10	TN	700	\$75.00	\$52,500.00	
17	Thermoplastic Striping, Pavement Markings & Raised Pavement Markers	LS	1	\$8,064.00	\$8,064.00	4.48%
18	Reset street centerline ties and survey monuments	EA	3	\$500.00	\$1,500.00	
19	Traffic Sign	EA	3	\$850.00	\$2,550.00	
20	Install Inductive Loop Detector	EA	28	\$500.00	\$14,000.00	

TOTAL BID

\$163,067.24

City Staff (3%)	\$4,892.02
Inspection (8%)	\$13,045.38
Contingency (15%)	\$24,460.09
Total	\$205,464.72

TOTAL PROJECT COST