





#### Agenda Report

File #: 18-2176

#### AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 10/17/2018

TO: Honorable Mayor and City Council Members

FROM: **Public Works Department** 

#### SUBJECT:

City Council consideration of a Grading Agreement and Security Substitution for Lots 13 and 21 through 35, Tract Map 37030 - Woodside 05S, LP, a California Limited Partnership.

#### RECOMMENDED ACTION:

That the City Council:

- 1. Authorize the Mayor to execute a Grading Agreement for Lots 21 through 35 and portion of Lot 13 between the City and Woodside 05S, LP, a California Limited Partnership.
- 2. Authorize the Mayor to accept the replacement securities for grading and public improvements from the new developer of Lots 13 and 30 through 32 of Tract Map 37030, Woodside 05S, LP.
- 3. Release the existing securities to the developer of Tract Map 37030, Arantine Hills Holdings, LP.

#### ANALYSIS:

Tract Map 37030 is a subdivision of approximately 54 acres into 45 lots for condominium purposes and is the first phase of development in the Arantine Hills Specific Plan, approved by the City Council on October 4, 2017. The project is located south of Eagle Glen Parkway and west of Interstate 15, as shown on Exhibit "A." The map facilitates the construction of 393 residential units comprised of 100 single-family detached condominiums, 96 detached units in clusters of six, 96 paired units in clusters of eight, 101 townhomes, open space areas, trail areas and an active park and recreational facility.

On October 18, 2017, Arantine Hills Holdings, LP entered into Public Improvement Agreements with the City and posted bonds for the development of Tract Map 37030. On February 21, 2018, Arantine Hills Holdings, LP also entered into a Grading Agreement with the City and posted bonds and a cash deposit for the erosion control and precise grading operations associated with the model home

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complex. The new developer, Woodside 05S, LP., has purchased Lots 13 and 21 through 35 for the construction of 96 detached single-family units, including 3 model home units. Woodside 05S, LP has requested to replace the grading securities associated with a portion of Lot 13 and the improvement securities associated with Lots 13 and 30-32. The improvement securities for Lots 21-29 and 33-35 will not be replaced at this time. Woodside 05S, LP will enter into new Grading and Improvement Agreements to replace the agreements entered into by the previous owner and has posted replacement securities, as listed below, to guarantee the precise grading and construction of the required public improvements.

In compliance with Grading Ordinance No. 2568, the developer will also enter into a Grading Agreement with the City and post sufficient securities to guarantee the erosion control and precise grading operations associated with the development of the 93-production single-family homes in clusters of six. The precise grading design conforms to the Grading Ordinance and is consistent with sound engineering standards and practices. The elevation design minimizes significant height and slope differentials from surrounding properties, while maintaining the City's obligation to protect the health and safety of citizens and property.

The following is a summary of the existing and replacement securities:

022	Security	Security No.	Faithful Performance	Security No.	Labor & Materials
urities – PLE170022	6 Unit Cluster Alley Improvement Bond (Lots 30-32)	PB02497500656	\$266,000	PB02497500656	\$133,000
Existing Securities	6 Unit Cluster Model Alley Improvement Bond (Lot 13)	PB02497500660	\$85,200	PB02497500660	\$42,600
Existing Securities – PGR170015	Bedford (Six-Pack Models) Portion of Lot 13, DWG# 17-020P Grading Erosion Control	PB02497500745 Cash Deposit	\$24,000 \$2,500	N/A	N/A

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	Security	Security No.	Faithful Performance	Security No.	Labor & Materials
Replacement Securities	6 Unit Cluster Alley Improvement Bond (Lots 30-32)	800038302	\$266,000	800038302	\$133,300
Replaceme	6 Unit Cluster Model Alley Improvement Bond (Lot 13)	800038301	\$85,200	800038301	\$42,600
Replacement Securities- PGR170015 & PWPR2018-0013	Bedford (Six-Pack Models) Portion of Lot 13, DWG# 17- 020P Grading Erosion Control	800038303 Cash Bond	\$24,000 \$2,500	N/A	N/A

Grading securities have been posted as detailed below:

PWGR2017-0124	Security No.	Faithful Performance
Bedford (Six-Pack Production) Lots 21-35 & Portion of Lot 13, DWG# 17-047P Grading Erosion Control	1159743 Cash Bond	\$259,100 \$35,700

#### **COMMITTEE ACTION:**

Not applicable.

#### **STRATEGIC PLAN:**

Not applicable.

#### **FISCAL IMPACT:**

All applicable fees have been paid by the developer.

#### **ENVIRONMENTAL ANALYSIS:**

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California

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Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves and substitutes agreements that provide security to guarantee completion of improvements that are required in connection with a ministerial permit, and there is no possibility that approving this agreement will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES

**DIRECTOR** 

**REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER** 

SUBMITTED BY: DARRELL TALBERT, CITY MANAGER

Exhibit "A" - Location Map

Owner: Woodside Homes

11870 Pierce Street, Suite 250

Riverside, CA 92505 Attn: Kory Liston (951) 710-1900

Engineer: Hunsaker & Associates

2900 Adams Street

Suite A-15

Riverside, CA 92504

NUMBERED LOTS: 45 LETTERED LOTS: 17 ACREAGE IN NUMBERED LOTS: 33.047 AC. IN THE CITY OF CORONA. COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ACREAGE IN LETTERED LOTS: 20.699 AC. TOTAL ACREAGE: 53.748 AC. BEING A SUBDIVISION OF LOTS 2, 3, 4, 5, 6, 7, J AND U AND A PORTION OF LOT 9 OF TRACT MAP NO. 36294, FILED IN BOOK 456, PAGES 23 THROUGH 38, INCLUSIVE, OF MAPS. RECORDS OF RIVERSIDE COUNTY, STATE OF CAUFORNIA SHEET INDEX # INDICATES SHEET NUMBER HUNSAKER AND ASSOCIATES, INC. SCALE: 1" = 150 AUGUST, SEPTEMBER & NOVEMBER, 2015. FOR CONDOMINIUM PURPOSES - - INDICATES SHEET BOUNDARY EASEMENT NOTES  $\bigcirc$  A STORM DRAIN EASEMENT AS SHOWN AND DEDICATED ON TRACT 38294, REDORDED JULY 13, 2017, IN MAP BOOKS 456 PAGES 23 - 38.  $\bigodot$  A DRAINAGE EASEMENT AS SHOWN AND DEDICATED ON TRACT 36294, RECORDED JULY 13, 2017, IN MAP BOOKS 458 PAGES 23 - 38. AN EASEMENT FOR PUBLIC WATER, RECLAIMED WATER, SEWER, STREET LIGHT, DRAINAGE, AND PUBLIC UTILITY PURPOSES TOZETHER WITH THE RIGHT OF INDRESS AND ERRENCE AND EARGENCY VEHICLES AND PERSONNEL, AS HOWN AND DEDICATED ON TRACT 36294, RECORDED PARCEL "W" JULY 13, 2017, IN MAP BOOKS 456 PAGES 23 - 38. LL.A. No. 88-09 AN EXSENDIT FOR PUBLIC WATER, REQLAND WATER, SEMER, STREET LIGHT, DRAMAGE, AND PUBLIC UTILITY PURPOSES TOCHINE WITH THE RIGHT OF INDRESS AND EGRESS FOR SERVICE AND EMPRONEY MERICES AS SHOWN AND DEDUCATION HER PUBLICATION INST. No. 349878, O.R. -LOT "B" (5) AN EASEMENT FOR PUBLIC UTILITY PURPOSES AS SHOWN AND DEDICATED HEREON. LOT "C" (6) A DRAINAGE EASEMENT, AS SHOWN AND DEDICATED TO THE PUBLIC HEREON. 9 A STORM DRAIN EASEMENT, AS SHOWN AND DEDICATED TO THE PUBLIC HEREON. CLOT -LIMETTA WAY (8) AN EASEMENT FOR PUBLIC SEWER PURPOSES AS SHOWN AND DEDICATED HEREON. LOT 7" AN EASEMENT TO THE PUBLIC FOR ACCESS PURPOSES FOR INGRESS AND EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES OVER LOT 12 AND LOTS "G", "L", "N" LOT SEVILLE DRIVE AND "R", DEDICATED TO THE PUBLIC HEREON. 11) A TRAIL EASEMENT FOR PUBLIC USE, AS SHOWN AND DEDICATED HEREON. TRACT No. 36294 (12) AN EASEMENT FOR PUBLIC WATER PURPOSES SHOWN AND DEDICATED HEREON. 10 LOT 8 LOT 9 M.E. 486/23-38 L01 PALMER (13) AN EASEMENT FOR LANDSCAPE PURPOSES, AS SHOWN AND RETAINED HEREON. LOT 6 70 LOT (8) (14) 107 LOT LOT 5 LOT 1 ADISHIAN WAY LOT "H" TRACT No. 38286 LOT LOT LOT LOT LOT LOT 20 21 24 23 22 PORTION NOVA LOT 9 13 LIBERTY AVENUE LOT LOT LOT LOT LOT M.B. 658/23-38 POMPIA WAY (7) LOT "M" 26 27 28 29 30 VERNA DRIVE LOT 19 107 POWELL WAY LOT "p" LOT 3 LOT LOT 16 **LOT 18** LOT LOT LOT LOT LOT 17 35 34 33 32 31 CAMERON WAY LOT LOT LOT LOT LOT LOT LOT LOT LOT ISHER LOT 12 STREET 13 15 36 37 38 1 39 40 LOT 2 ROJECT SITE HORVATH STREET LOT "O" 12 LOT 1 LOT "G" LOT LOT LOT LOT LOT 70 MAP BOOK- PAGE 773 CRID IS 42 LOT "A (45) 43 VICINITY MAP

TRACT No. 36296

NOTES:

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS.

SEE SHEET 3 FOR BOUNDARY INFORMATION AND SUPVEYOR'S NOTES. SEE SHEET 4 FOR ADDITIONAL BOUNDARY DETAIL INFORMATION, BASIS OF BEARING AND DATUM STATEMENT. SEE SHEET 6 THROUGH 16, INCLUSIVE, FOR LOT MAPS. SEE SHEET 17 AND 16 FOR LANDSCAPE EASEMENT INFORMATION. HUDSON HOUSE DRIVE

M.R. 658/23-38

LOT "H"

# AGREEMENT FOR PUBLIC IMPROVEMENTS FOR TRACT MAP 37030 – ARANTINE HILLS, 6 UNIT CLUSTER ALLEY IMPROVEMENT (LOTS 30-32) Non-Master Plan Improvements

This Agreement is made and entered into as of this 17<sup>th</sup> day of October, 2018, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and WOODSIDE 05S, LP, a California limited partnership, with its principal offices located at, 11870 Pierce Street, Suite 250, Riverside, CA, 92505, (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 Tract Map 37030 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 Two Hundred Sixty-Six Thousand Dollars and No Cents (\$266,000.00). 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:

Woodside 05S, LP 11870 Pierce Street, Suite 250 Riverside, CA 92505

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

WOODSIDE 05S, LP, a California limited partnership

Ву:

Name

AUSISMAT SECRETARY

Title

ATTEST:

CITY CLERK OF THE CITY OF CORONA

**CITY OF CORONA** 

Ву: \_\_\_\_\_

(1)/-

(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

## EXHIBIT "A" LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

#### EXHIBIT "A"

#### REAL PROPERTY

All that certain property located in City of Corona, County of Riverside, State of California, described as follows:

Model Phase

LOT 13, OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY

Phase 1

LOTS 30 TO 32 INCLUSIVE OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE, OF MAPS. RECORDS OF RIVERSIDE COUNTY.

Phase 2

LOTS 28, 29, 33 AND 34 INCLUSIVE OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY.

Phase 3

LOTS 25, 26 27 AND 35 INCLUSIVE OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.

Phase 4

LOTS 21, 22, 23 and 24 INCLUSIVE OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.

## EXHIBIT "B"

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

#### SEE ATTACHED

Faithful Performance

\$266,000.00 \$133,000.00

Labor and Material

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
A notary public or other officer completing this certific document to which this certificate is attached, and not t	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California  County of 1/48514C  On 1/48514C  Date  personally appeared 1/8/1/8/1/8/1/8/1/8/1/8/1/8/1/8/1/8/1/8	Le/leM. Snomalla, Notary Public,  Here Insert Name and Title of the Officer  R StaniceK  Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are released to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, 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.
ROCHELLE M. SROMALLA Commission # 2105776 Notary Public - California Riverside County My Comm. Expires May 2, 2019	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL s information can deter alteration of the document or s form to an unintended document.
	Document Date:an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:  Corporate Officer — Title(s):	Signer's Name:
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	<ul> <li>☐ Partner — ☐ Limited ☐ General</li> <li>☐ Individual ☐ Attorney in Fact</li> <li>☐ Trustee ☐ Guardian or Conservator</li> <li>☐ Other:</li></ul>
Signer Is Representing:	Signer Is Representing:

#### BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Arrantine Hills Phase 1B

DATE:

8/29/2017

Location:

6 Unit Cluster Alley Bond (Lots 30 31 32)

DWG No:

Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Labor & Materials Bond Note 3 (Round up to nearest \$100)
\$204,467.68	\$266,000.00	\$133,000.00
		Note 2 (Round up to nearest: \$200)

#### 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 purpose

PREPARED BY:

Engineer's Name & Signature

7 [/0

Tel No/Email

WA GIVIL

NO. 58020

City of Corona Bond Form

#### QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS

Project #: Arantine Hills - Backbone Intract Street Improvement, Ph 1B, Bond 13

Location: City of Corona, CA

Item	Unit	Unit Cost	Quantity		Cost
Removal	-				
AC Berm	LF	\$8.00	0	\$	0.00
AC Pavement	SF	\$3.00	0	\$	0.00
Curb Only	LF	\$10.00	0	\$	0.00
Curb & Gutter	LF	\$16.00	0	\$	0.00
D/W Approach	SF	\$13.00	0	\$	0.00
Sidewalk	SF	\$8.00	0	\$	0.00
W/C Ramp	SF	\$8.00	0	\$	0.00
OTHER=			0	\$	0.00
OTHER=			0	\$	0.00
OTHER=			0	\$	0.00
			SUBTOTAL	\$	0.00
Relocation					
Power/Telephone Pole	EA	\$5,000.00	0	\$	0.00
Pull Boxes	EA	\$500.00	0	\$	0.00
Street Light	EA	\$6,000.00	0	\$	0.00
Street Sign	EA	\$400.00	0	\$	0.00
STHER=			0	\$	0.00
OTHER=			0	\$	0.00
			SUBTOTAL	\$	0.00
Asphalt					
AC Berm 6"	LF	\$20.00	0	\$	0.00
AC Berm 8"	LF	\$24.00	0	\$	0.00
AC Fogseal	SY	\$3.00	0	\$	0.00
AC Overlay	SY	\$4.00		\$	0.00
AC Pavement	SF		7,149	\$	-
Asphalt (sf x depth x 0.075) 4" THICK	TON	\$75.00	179	\$	13,404.38
Base (sf x depth / 27)	CY	\$55.00	88	\$	4,854.30
Fogseal	SY	\$3.00	0	\$	0.00
OTHER=	٠.		0	\$	0.00
OTHER=			0	\$	0.00
OTHER=			0	\$	0.00
o man			SUBTOTAL	\$	18,258.68
Concrete					
Alley Approach, 8" PCC	SF	\$15.00	0	\$	0.00
Curb Only 6"	LF	\$20.00	0	\$	0.00
er control of the con				\$	0.00
Curb Only 8"	LF	\$24.00	0	Ф	0.00
Curb Only 8" Curb & Gutter 6"	LF LF	\$24.00 \$25.00	0	- <del>\$</del>	0.00

Cross Gutter & Spandrel	SF	\$16.00	0	\$ 0.00
J/W Approach, Complete	EA	\$4,000.00	0	\$ 0.00
D/W Approach, 6"	SF	\$11.00	0	\$ 0.00
D/W Approach, 8"	SF	\$13.00	0	\$ 0.00
Pavement, 6"	SF	\$11.00	0	\$ 0.00
Pavement, 8"	SF	\$12.00	0	\$ 0.00
Sidewalk, 4"	SF	\$10.00	0	\$ 0.00
V-Gutter	SF	\$15.00	0	\$ 0.00
W/C Ramp	EA	\$2,500.00	0	\$ 0.00
W/C Ramp	SF	\$10.00	0	\$ 0.00
1" Shed Curb	LF	\$20.00	445	\$ 8,900.00
4" Flared Curb	LF	\$22.00	373	\$ 8,206.00
OTHER=			0	\$ 0.00
			SUBTOTAL	\$ 17,106.00
Storm Drain				
Box Culvert (Including Backfill)	CY	\$3,500.00	0	\$ 0.00
Box Culvert (Unapp. Areas)	CY	\$2,500.00	0	\$ 0.00
Catch Basin, W<8'	EA	\$7,000.00	0	\$ 0.00
Catch Basin, W>8'	EA	\$10,500.00	0	\$ 0.00
Channel, Reinf. Conc. Lined	SF	\$13.00	0	\$ 0.00
Channel, Open Conc. <24"	LF	\$150.00	0	\$ 0.00
Channel, Open Conc. 27"-36"	LF	\$250.00	0	\$ 0.00
Channel, Open Conc. 42"-72"	LF	\$500.00	0	\$ 0.00
Collar, 45"-60"	EA	\$1,300.00	0	\$ 0.00
Collar, >60"	EA	\$2,000.00	0	\$ 0.00
Encasement	LF	\$65.00	0	\$ 0.00
Energy Dissipater	LS	\$7,000.00	0	\$ 0.00
Grate Inlet, 12" x 12"	EA	\$500.00	0	\$ 0.00
Grate Inlet, 18" x 18"	EA	\$600.00	3	\$ 1,800.00
Grate Inlet, 36" x 36"	EA	\$5,000.00	0	\$ 0.00
Headwalls, Gravity Type	EA	\$2,000.00	0	\$ 0.00
Headwalls, Wing Type	EA	\$9,000.00	0	\$ 0.00
Inlet Apron	EA	\$3,000.00	0	\$ 0.00
Junction Structure	EA	\$10,000.00	0	\$ 0.00
Manhole, H<8'	EA	\$4,500.00	0	\$ 0.00
Manhole, H>8'	EA	\$5,500.00	0	\$ 0.00
Pipe, 18" RCP	LF	\$150.00	0	\$ 0.00
Pipe, 24" RCP	LF	\$180.00	0	\$ 0.00
Pipe, 30" RCP	LF	\$190.00	0	\$ 0.00
Pipe, 36" RCP	LF	\$200.00	0	\$ 0.00
Pipe, 42" RCP	LF	\$220.00	0	\$ 0.00
Pipe, 48" RCP	LF	\$230.00	0	\$ 0.00
Pipe, 54" RCP	LF	\$300.00	0	\$ 0.00
Pipe, 60" RCP	LF	\$325.00	0	\$ 0.00
Pipe, 66" RCP	LF	\$350.00	0	\$ 0.00
Pipe, 72" RCP	LF	\$400.00	0	\$ 0.00
Pipe, 78" RCP	LF	\$420.00	0	\$ 0.00
<sup>2</sup> ipe, 84" RCP	LF	\$450.00	0	\$ 0.00

Pipe, 18" CMP Pipe, 24" CMP Pipe, 30" CMP					
Pipe, 30" CMP	LF	\$110.00	0	\$	0.00
	LF	\$130.00	0	\$	0.00
Dina 26" CMD	LF	\$150.00	0	\$	0.00
Pipe, 36" CMP	LF	\$180.00	0	\$	0.00
Pipe, 42" CMP	LF	\$190.00	0	\$	0.00
Pipe, 48" CMP	LF	\$200.00	0	\$	0.00
Pipe, 54" CMP	LF	\$220.00	0	\$	0.00
Pipe, 60" CMP	LF	\$250.00	0	\$	0.00
Pipe, 4" PVC	LF	\$20.00	0	\$	0.00
Pipe, 6" PVC	LF	\$25.00	0	\$	0.00
Pipe, 8" PVC	LF	\$30.00	0	\$	0.00
Pipe, 10" PVC	LF	\$35.00	0	\$	0.00
Pipe, 12" PVC	LF	\$40.00	0	\$	0.00
Pipe, 18" PVC	LF	\$50.00	0	\$	0.00
Pipe, 6" HDPE	LF	\$12.00	360	\$	4,320.00
Pipe, 12" HDPE	LF	\$20.00	360	\$	7,200.00
90 Deg. Tee 12x6	EA	\$175.00	3	\$	525.00
Rip-Rap, Grouted	SF	\$10.00	0	\$	0.00
Rip-Rap, Grouted	Ton	\$75.00	0	\$	0.00
Transition Structure	EA	\$5,000.00	0	\$	0.00
Underwalk Drain, W<6'	EA	\$2,500.00	0	\$	0.00
Underwalk Drain, W>6'	EA	\$3,500.00	0	\$	0.00
Basin Trash Rack	EA	\$250.00	3	\$	750.00
			SUBTOTAL	\$	14,595.00
reet Lights					
Pull Box No. 3 1/2	EA	\$300.00	0	\$	0.00
Pull Box No. 5	EA	\$400.00	0	\$	0.00
Service Point	EA	\$5,500.00	0	\$	0.00
St. Light, 501 - 1 only	EA	\$5,400.00	0	\$	0.00
St. Light, 501 - 2 to 5	EA	\$5,200.00	0	\$	0.00
St. Light, 501 - 5+	EA	\$4,500.00	0	\$	0.00
St. Light, 502 - 1 only	EA	\$5,800.00	0	\$	0.00
St. Light, 502 - 2 to 5	EA	\$5,400.00	0	\$	0.00
St. Light, 502 - 5+	EA	\$5,000.00	0	\$	0.00
St. Lt. Conduit, 1" Sch 80			0	\$	0.00
and the second s	LF	\$12.00	0	•	0.00
<500 LF				\$	
<500 LF >500 LF	LF	\$10.00	0	\$	0.00
<500 LF >500 LF St. Lt. Conduit, 1 1/2		\$10.00		\$	0.00
<500 LF >500 LF	LF	\$10.00 \$16.00	0	\$ \$ \$	0.00 0.00 0.00
<500 LF >500 LF St. Lt. Conduit, 1 1/2 <500 LF >500 LF		\$10.00	0	\$ \$ \$	0.00 0.00 0.00 0.00
<500 LF >500 LF St. Lt. Conduit, 1 1/2 <500 LF >500 LF OTHER=	LF	\$10.00 \$16.00	0 0 0	\$ \$ \$ \$	0.00 0.00 0.00 0.00 0.00
<500 LF >500 LF St. Lt. Conduit, 1 1/2 <500 LF >500 LF	LF	\$10.00 \$16.00	0 0 0 0 0	\$ \$ \$ \$ \$	0.00 0.00 0.00 0.00 0.00 0.00
<500 LF >500 LF St. Lt. Conduit, 1 1/2 <500 LF >500 LF OTHER= OTHER=	LF	\$10.00 \$16.00	0 0 0 0	\$ \$ \$ \$	0.00 0.00 0.00 0.00 0.00
<500 LF >500 LF St. Lt. Conduit, 1 1/2 <500 LF >500 LF OTHER= OTHER=	LF LF -	\$10.00 \$16.00 \$14.00	0 0 0 0 0 0 SUBTOTAL	\$ \$ \$ \$ \$	0.00 0.00 0.00 0.00 0.00 0.00 0.00
<500 LF >500 LF St. Lt. Conduit, 1 1/2 <500 LF >500 LF OTHER= OTHER=  Traffic Signal, 6 phse+MstrCont.	LF LF —————————————————————————————————	\$10.00 \$16.00 \$14.00 \$240,000.00	0 0 0 0 0 0 SUBTOTAL	\$ \$ \$ \$ \$	0.00 0.00 0.00 0.00 0.00 0.00 0.00
<500 LF >500 LF St. Lt. Conduit, 1 1/2 <500 LF >500 LF OTHER= OTHER=  Traffic  Signal, 6 phse+MstrCont. Signal, 8 phse+MstrCont.	LF LF —————————————————————————————————	\$10.00 \$16.00 \$14.00 \$240,000.00 \$265,000.00	0 0 0 0 0 0 SUBTOTAL	\$ \$ \$ \$ \$ \$	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
<500 LF >500 LF St. Lt. Conduit, 1 1/2 <500 LF >500 LF OTHER= OTHER=  Traffic Signal, 6 phse+MstrCont.	LF LF —————————————————————————————————	\$10.00 \$16.00 \$14.00 \$240,000.00	0 0 0 0 0 0 SUBTOTAL	\$ \$ \$ \$ \$	0.00 0.00 0.00 0.00 0.00 0.00 0.00

Striping, 8" Sld wht/ylw	LF	\$0.65	0	\$	0.00
3triping 12" Sld wht/ylw	LF	\$2.50	0	\$	0.00
Striping, Skip	LF	\$0.35	0	\$	0.00
Striping, Double	LF	\$0.75	0	\$	0.00
			SUBTOTAL	\$	0.00
·					
Walls					
Retaining Walls	SF	\$15.00	0	_ \$	0.00
Miscellaneous				040	
Barricade, 40'	EA	\$1,600.00	0	\$	0.00
Water Lateral	EA	\$5,000.00	0	\$	0.00
Water Meter Installation	EA	\$2,500.00	18	\$	45,000.00
Paving Replacement, Trench	LF	\$16.00	0	\$	0.00
Pressure Reducing Station	EA	\$90,000.00	0	\$	0.00
Shoring for Trenches > 5' Deep	LF	\$17.00	0	\$	0.00
Street Name Signs	EA	\$500.00	0	\$	0.00
Landscaping	SF	\$2.00	0	\$	0.00
OTHER=			0	\$	0.00
OTHER=			0	\$	0.00
OTHER=			0	\$	0.00
OTHER=			0	\$	0.00
			SUBTOTAL	\$	45,000.00
					1
Manhole, 5' dia., 12' to 20' deep	EA .	\$7,000.00	3	\$	21,000.00
Manhole, 5' dia. > 20' deep	EA	\$9,000.00	0	\$	0.00
Pipe, 4" VCP	LF	\$10.00	257	\$	2,570.00
Pipe, 6" VCP	LF	\$15.00	0	\$	0.00
Pipe, 8" VCP	LF	\$18.00	301	\$	5,418.00
Pipe, 10" VCP	LF	\$20.00	0	\$	0.00
Pipe, 12" VCP	LF	\$26.00	0	\$	0.00
Pipe, 15" VCP	LF	\$43.00	0	\$	0.00
Pipe, 4" DIP	LF	\$33.00	0	\$	0.00
Pipe, 6" DIP	LF	\$39.00	0	\$	0.00
Pipe, 8" DIP	LF	\$48.00	0	\$	0.00
Pipe, 10" DIP	LF	\$54.00	0	\$	0.00
Pipe, 12" DIP	LF	\$61.00	0	\$	0.00
Pipe, 15" DIP	LF	\$73.00	0	\$	0.00
			SUBTOTAL	\$	28,988.00
Miscellaneous Source					
Miscellaneous Sewer Adjust Manhole	FA	\$1 550 00	0	\$	0.00
Adjust Manhole	EA EA	\$1,550.00 \$1,060.00	0	\$	0.00
Adjust Manhole Clean Out	EA	\$1,060.00	0		0.00
Adjust Manhole				\$	
Adjust Manhole Clean Out Saddle	EA	\$1,060.00	0 18		0.00 21,060.00

			SUBTOTAL	\$ 21,060.00
ater				
Pipe, 4" DIP Class 350	LF	\$33.00	460	\$ 15,180.00
Pipe, 6" DIP Class 350	LF	\$39.00	0	 0.00
Pipe, 8" DIP Class 350	LF	\$48.00	0	\$ 0.00
Pipe, 10" DIP Class 350	LF	\$54.00	0	\$ 0.00
Pipe, 12" DIP Class 350	LF	\$61.00	0	\$ 0.00
Valve, 4"	EA	\$1,230.00	0	\$ 0.00
Valve, 6"	EA	\$1,410.00	0	\$ 0.00
Valve, 8"	EA	\$1,680.00	0	\$ 0.00
Valve, 10"	EA	\$2,030.00	0	\$ 0.00
Valve, 12"	EA	\$2,270.00	0	\$ 0.00
Valve, 14"	EA	\$3,000.00	0	\$ 0.00
Valve, 16"	EA	\$3,550.00	0	\$ 0.00
			SUBTOTAL	\$ 15,180.00
fiscellaneous Water				
Air & Vac, 1"	EA	\$2,700.00	0	\$ 0.00
Blow Off, 2"	EA	\$1,500.00	0	0.00
Blow Off, 4"	EA	\$3,600.00	0	\$ 0.00
Fire Hydrant, 6"	EA	\$4,400.00	0	\$ 0.00
Fire Service, 6"	EA	\$10,500.00	0	\$ 0.00
Fire Service, 8"	EA	\$14,750.00	0	\$ 0.00
Hot Tap, 8"	EA	\$3,550.00	0	\$ 0.00
Чоt Тар, 10"	EA	\$3,900.00	0	\$ 0.00
Hot Tap, 12"	EA	\$4,750.00	0	\$ 0.00
Service, 1"	EA	\$1,050.00	0	\$ 0.00
Service, 2"	EA	\$2,200.00	18	\$ 39,600.00
DI FITTINGS (BENDS), 8"	EA	\$600.00	6	\$ 3,600.00
DI Pipe Casing, 14"	LF	\$12.00	90	\$ 1,080.00
OTHER=		,	0	\$ 0.00
			SUBTOTAL	\$ 44,280.00
			TOTAL COST	\$ 204,467.68

#### PREPARED BY:

Paul R. Huddleston, Jr.	WET STAMP & DATE
Hunsaker & Associates	
(951) 352-7200	

## AGREEMENT FOR GRADING, EROSION CONTROL, AND DRAINAGE IMPROVEMENTS FOR TRACT MAP 37030 - BEDFORD (SIX PACK PRODUCTION), LOTS 21-35, AND PORTION OF LOT 13, (PHASE 1C AND PORTION OF 1G), DWG. # 17-047P

This Agreement is entered into as of this 17<sup>th</sup> day of October, 2018, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City") and WOODSIDE 05S, LP, a California limited partnership, with its principal offices located at, 11870 Pierce Street, Suite 250, Riverside, CA, 92505 (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 **Tract Map 37030** (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 Two Hundred Fifty-Nine Thousand, One Hundred Dollars and No Cents (\$259,100.00), 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 warranty 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 Developers 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:** 

WOODSIDE 05S, LP 11870 Pierce Street, Suite 250 Riverside, CA 92505

**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.

	WOODSIDE 05S, LP, a California limited partnership
В	y: Signature  CIALISTOPHER STANICEK  Print Name  ASSISTON - SECRETARY  Title
ATTFOT	
ATTEST:	
CITY CLERK OF THE CITY OF CORONA	CITY OF CORONA
By:(City Clerk)	By:(Mayor)
(SEAL)	
NOTE: TWO SIGNATURES ARE REQUIR DOCUMENTS ARE PROVIDED THAT INDICATE	

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

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	25 C
A notary public or other officer completing this certifical document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
1.100 to	Lelle M. Smorala NotaryPadl Here Insert Name and Title of the Officer wher StanceK
personally appeared Christop	Name(s) of Signer(s)
subscribed to the within instrument and acknowl	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ted, executed the instrument.
ROCHELLE M. SROMALLA Commission @ 2195778 Notary Public - California Riverside County	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 of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL information can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:  Number of Pages: Signer(s) Other Tha	Document Date:n Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:  Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:

### EXHIBIT "A" LIST OF GRADING WORK

(Engineer's Cost Estimate Attached)

Quantity of Grading Erosion Control \$259,100.00 \$35,700.00

#### **Bond Estimate Sheet**

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

Project:

Bedford Phase 1C & 1D (6 Pack Condominiums)

Location:

Tract 37030, a Portion of Lot Number 13 and Lots 21-35

Dwg. No.

17-0020P

	Construction Cost (See Note 1)	Bond Estimate (See Note 2)
1. GRADING SECURITY	(500 11010 1)	(300 11012 2)
(a) Grading Work, See Note 2	586,080	175,800
(b)Erosion Control, See Note 3	118,578	119,000
TOTAL GRADING BOND ESTIMATE (See Notes 2, 4, & 6)		259,100
EROSION CONTROL CASH BOND (See Note 5)		35,700
2. SURVEY & MONUMENTATION BOND		
Attach Engineer's PLS letter of Monumentation Cost, signed and 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.
- 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% nax if 1(b), only when applicable per above.
- City staff shall review all estimates and may charge the amount of the engineer's
  estimate 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 reposrt shall be submitted for bonding purposes.

PREPARED BY:

Engineer's Name & Signature Hunsaler & Associates, Inc.

Company 949-583-1010

Tel No/Email

PROFESS/QUE TO PROFES

City of Corona Form Rev-03/22/2016

#### QUANTITY ESTIMATE FOR GRADING

Project #:

TRACT NO. 37030 PTN. LOT 13, LOTS 21-35 - BEDFORD PHASE 1C & 1D

Location:

Eagle Glen Parkway & I-15

<u>Item</u>	Unit	Unit Cost	Quantity	Cost
Grading Improvements - Concrete an	d Drainage F	acilities		
Curb & Gutter, 6"	LF	\$25.00		\$ 
Curb & Gutter, 8"	LF	\$26.00		\$ 
Cross Gutter & Spandrel	SF	\$16.00		\$
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	579	\$ 289,500.00
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		\$ -

Engineer's Name & Signature	WETST	AMP & DATE	TOTAL COST	\$ 704,657.50
Yan all			SUBTOTAL	\$ 118,577.50
Other:			CUDTOTAL	\$ 440 677 11
Other:			•	\$ -
Other:				\$ •
Other:				\$ -
Storm Drain Inlet Protection	EA	\$250.00	16	\$ 4,000.00
Drain Inlet Protection	EA	\$150.00	656	\$ 98,400.00
Gravel Bags or Straw Wattle	LF	\$1.50	10785	\$ 16,177.50
(Items and cost to be provided by Engir	neer)			
Erosion Control				
			SUBTOTAL	\$ 586,080.00
Other:	-			\$ -
Other:				\$ *
Pad Elevation 2" Slab Undercut	EA	\$125.00	93	\$ 11,625.00
Dropped Garage	EA	\$500.00	31	\$ 15,500.00
Deepened Footing	LF	\$5.00	4563	\$ 22,815.00
Cleanout	EA	\$150.00	47	\$ 7,050.00
6" Drain Inlet	EA	\$125.00	30	\$ 3,750.00
Remove Ex. SD Plug & Join PVC	EA	\$150.00	186	\$ 27,900.00
Earthwork (Cut & Fill)	CY	\$2.00	6750	\$ 13,500.00
V-Gutter	SF	\$10.00		\$ -
Retaining Walls	SF	\$15.00		\$ -
Underwalk Drain W>6'	EA	\$3,500.00		\$ -
Underwalk Drain W<6'	EA	\$2,500.00		\$ -
Transition Structure	EA	\$5,000.00		\$ •
Rip-Rap, Grouted	TON	\$75.00		\$ •
Rip-Rap, Grouted	SF	\$10.00		\$ -
Pipe, 18" PVC	LF	\$50.00		\$ -
Pipe, 12" PVC	LF	\$40.00		\$ -
Pipe, 10" PVC	LF	\$35.00		\$ -
Pipe, 8" PVC	LF	\$30.00		\$ -
Pipe, 6" PVC	LF	\$25.00		\$ -
Pipe, 4" Perf. PVC	LF	\$20.00		\$ -
Pipe, 4" PVC	LF	\$20.00	9722	\$ 194,440.00
Pipe, 60" CMP	LF	\$250,00		\$ -
Pipe, 54" CMP	LF	\$220.00		\$ -
Pipe, 48" CMP	LF	\$200.00		\$ -
Pipe, 36" CMP Pipe, 42" CMP	LF LF	\$180.00 \$190.00		\$ 

Company

GS1-509-7031

Tel No/Email

physical (estan O hunsika, censor)

	***************************************
A notary public or other officer completing this certificate document to which this certificate is attached, and not to	ate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California  County of 11 VARSI 4 C  On April 18, 20/8 before me, 200  Date  personally appeared hrustophe	LelleM. Snomalla, Notary Public,  Here Insert Name and Title of the Officer  R StaniceK  Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are reledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s),
ROCHELLE M. SROMALLA Commission # 2105778 Notary Public - California Riverside County My Comm. Expires May 2, 2019	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 of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL  Information can deter alteration of the document or some some form to an unintended document.
	Document Date:an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact	Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General
☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer Is Representing:	☐ Trustee ☐ Guardian or Conservator ☐ Other:

# AGREEMENT FOR PUBLIC IMPROVEMENTS FOR TRACT MAP 37030 – ARANTINE HILLS, 6 UNIT CLUSTER MODEL ALLEY IMPROVEMENT (LOT 13) Non-Master Plan Improvements

This Agreement is made and entered into as of this 17<sup>th</sup> day of October, 2018, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and WOODSIDE 05S, LP, a California limited partnership, with its principal offices located at, 11870 Pierce Street, Suite 250, Riverside, CA, 92505, (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 Tract Map 37030 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 Eight-Five Thousand Two Hundred Dollars and No Cents (\$85,200.00). 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:

Woodside 05S, LP 11870 Pierce Street, Suite 250 Riverside, CA 92505

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

WOODSIDE 05S, LP, a California limited partnership

0

Ву:	Name	
	ASSISTMAT SBLAETARY	
	Title "	

ATTEST:

CITY CLERK OF THE CITY OF CORONA

**CITY OF CORONA** 

By:		Ву:	
	(City Clerk)	(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

## EXHIBIT "A" LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

#### EXHIBIT "A"

#### REAL PROPERTY

All that certain property located in City of Corona, County of Riverside, State of California, described as follows:

Model Phase

LOT 13, OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY

Phase 1

LOTS 30 TO 32 INCLUSIVE OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE, OF MAPS. RECORDS OF RIVERSIDE COUNTY.

Phase 2

LOTS 28, 29, 33 AND 34 INCLUSIVE OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY.

Phase 3

LOTS 25, 26 27 AND 35 INCLUSIVE OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.

Phase 4

LOTS 21, 22, 23 and 24 INCLUSIVE OF TRACT NO. 37030 AS SHOWN ON A MAP RECORDED IN BOOK 458, PAGES 100 TO 117, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.

# EXHIBIT "B" COST ESTIMATE

(To be provided by developer's engineer)

## SEE ATTACHED

Faithful Performance

\$85,200.00

Labor and Material

\$42,600.00

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California  County of 1/1/25/4C  On Aegat 18, 20/8 before me, lock  Date  personally appeared hrustophers	e/leM. Snomalla, Notary Public,  Here Insert Name and Title of the Officer  2 Stanscek  Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s), ed, executed the instrument.
O	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph at the and correct.
ROCHELLE M. SROMALLA Commission # 2105778	ignature Signature of Notary Public
Place Notary Seal Above	CALAL
Though this section is optional, completing this ir	ONAL  nformation can deter alteration of the document or form to an unintended document.
Description of Attached Document  Title or Type of Document:  Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer Is Representing:	Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General  Individual Attorney in Fact  Trustee Guardian or Conservator  Other:  Signer Is Representing:

#### BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Proj	ect:

Arrantine Hills Phase 1B

DATE:

8/29/2017

Location: DWG No: 6 Unit Cluster Model Alley Bond (Lot 13)

Description of Improvements *Fill in as appropriate	Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Labor & Materials  Bond  Note 3  (Round up to nearest \$100)
Non-Master Planned R/W (Public)     Improvements		The second secon	
2 Master-Planned R/W (Public) Improvements			
Interim Improvements (not including Grading Work)			
4. On-Site Public Improvements		political for the second of th	Account to the second s
5 On-site Non-public Improvements	\$65,503.80	\$85,200.00	\$42,600.00
6 Additional Bond Improvements (beyond typical)			

NO. 58020

#### 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 pu

PREPARED BY

Engineer's Name & Signature

Company

Tel No/Email

City of Corona Bond Form
Rev - 03/11/2015

# QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS

Project #: Arantine Hills - Backbone Intract Street Improvement, Ph 1B, Bond 17

Location: City of Corona, CA

Item	Item Unit		Item Unit Unit Cost Quantity		Cost	
Removal						
AC Berm	LF	\$8.00	0	\$	0.00	
AC Pavement	SF	\$3.00	0	\$	0.00	
Curb Only	LF	\$10.00	0	\$	0.00	
Curb & Gutter	LF	\$16.00	0	\$	0.00	
D/W Approach	SF	\$13.00	0	\$	0.00	
Sidewalk	SF	\$8.00	0	\$	0.00	
W/C Ramp	SF	\$8.00	0	\$	0.00	
OTHER=			0	\$	0.00	
OTHER=			0	\$	0.00	
OTHER=			0	\$	0.00	
			SUBTOTAL	\$	0.00	
Relocation						
Power/Telephone Pole	EA	\$5,000.00	0	\$	0.00	
Pull Boxes	EA	\$500.00	0	\$	0.00	
Street Light	EA	\$6,000.00	0	\$	0.00	
Street Sign	EA	\$400.00	0	\$	0.00	
JTHER=			0	\$	0.00	
OTHER=			0	\$	0.00	
			SUBTOTAL	\$	0.00	
Asphalt						
AC Berm 6"	LF	\$20.00	0	\$	0.00	
AC Berm 8"	LF	\$24.00	0	\$	0.00	
AC Fogseal	SY	\$3.00	0	\$	0.00	
AC Overlay	SY	\$4.00		\$	0.00	
AC Pavement	SF		2,382	\$	-	
Asphalt (sf x depth x 0.075)	TON	\$75.00	60	\$	4,466.25	
Base (sf x depth / 27)	CY	\$55.00	29	\$	1,617.55	
Fogseal	SY	\$3.00	0	\$	0.00	
OTHER=	•	7.000	0	\$	0.00	
OTHER=			0	\$	0.00	
OTHER=			0	\$	0.00	
· · · · · · · · · · · · · · · · · · ·			SUBTOTAL	\$	6,083.80	
Concrete						
Alley Approach, 8" PCC	SF	\$15.00	0	\$	0.00	
Curb Only 6"	LF	\$20.00	0	\$	0.00	
	LF	\$24.00	0	\$	0.00	
Curb Only 8"						
Curb Only 8" Gurb & Gutter 6"	LF	\$25.00	0	\$	0.00	

Cross Gutter & Spandrel	SF	\$16.00	0	\$ 0.00
J/W Approach, Complete	EA	\$4,000.00	0	\$ 0.00
D/W Approach, 6"	SF	\$11.00	0	\$ 0.00
D/W Approach, 8"	SF	\$13.00	0	\$ 0.00
Pavement, 6"	SF	\$11.00	0	\$ 0.00
Pavement, 8"	SF	\$12.00	0	\$ 0.00
Sidewalk, 4"	SF	\$10.00	0	\$ 0.00
V-Gutter	SF	\$15.00	0	\$ 0.00
W/C Ramp	EA	\$2,500.00	0	\$ 0.00
W/C Ramp	SF	\$10.00	0	\$ 0.00
1" Shed Curb	LF	\$20.00	150	\$ 3,000.00
4" Flared Curb	LF	\$22.00	125	\$ 2,750.00
OTHER=			0	\$ 0.00
			SUBTOTAL	\$ 5,750.00
Storm Drain				
Box Culvert (Including Backfill)	CY	\$3,500.00	. 0	\$ 0.00
Box Culvert (Unapp. Areas)	CY	\$2,500.00	0	\$ 0.00
Catch Basin, W<8'	EA	\$7,000.00	0	\$ 0.00
Catch Basin, W>8'	EA	\$10,500.00	0	\$ 0.00
Channel, Reinf. Conc. Lined	SF	\$13.00	0	\$ 0.00
Channel, Open Conc. <24"	LF	\$150.00	0	\$ 0.00
Channel, Open Conc. 27"-36"	LF	\$250.00	0	\$ 0.00
Channel, Open Conc. 42"-72"	LF	\$500.00	0	\$ 0.00
Collar, 45"-60"	EA	\$1,300.00	0	\$ 0.00
Collar, >60"	EA	\$2,000.00	0	\$ 0.00
Encasement	LF	\$65.00	0	\$ 0.00
Energy Dissipater	LS	\$7,000.00	0	\$ 0.00
Grate Inlet, 12" x 12"	EA	\$500.00	0	\$ 0.00
Grate Inlet, 18" x 18"	EA	\$600.00	1	\$ 600.00
Grate Inlet, 36" x 36"	EA	\$5,000.00	0	\$ 0.00
Headwalls, Gravity Type	EA	\$2,000.00	0	\$ 0.00
Headwalls, Wing Type	EA	\$9,000.00	0	\$ 0.00
Inlet Apron	EA	\$3,000.00	0	\$ 0.00
Junction Structure	EA	\$10,000.00	0	\$ 0.00
Manhole, H<8'	EA	\$4,500.00	0	\$ 0.00
Manhole, H>8'	EA	\$5,500.00	0	\$ 0.00
Pipe, 18" RCP	LF	\$150.00	0	\$ 0.00
Pipe, 24" RCP	LF	\$180.00	0	\$ 0.00
Pipe, 30" RCP	LF	\$190.00	0	\$ 0.00
Pipe, 36" RCP	LF	\$200.00	0	\$ 0.00
Pipe, 42" RCP	LF	\$220.00	0	\$ 0.00
Pipe, 48" RCP	LF	\$230.00	0	\$ 0.00
Pipe, 54" RCP	LF	\$300.00	0	\$ 0.00
Pipe, 60" RCP	LF	\$325.00	0	\$ 0.00
Pipe, 66" RCP	LF	\$350.00	0	\$ 0.00
Pipe, 72" RCP	LF	\$400.00	0	\$ 0.00
Pipe, 78" RCP	LF	\$420.00	0	0.00
ipe, 84" RCP	LF	\$450.00	0	\$ 0.00

Pipe, 18" CMP	LF	\$110.00	0	\$	0.00
Pipe, 24" CMP	LF	\$130.00	0	\$	0.00
Pipe, 30" CMP	LF	\$150.00	0	\$	0.00
Pipe, 36" CMP	LF	\$180.00	0	\$	0.00
Pipe, 42" CMP	LF	\$190.00	0	\$	0.00
Pipe, 48" CMP	LF	\$200.00	0	\$	0.00
Pipe, 54" CMP	LF	\$220.00	0	\$	0.00
Pipe, 60" CMP	LF	\$250.00	0	\$	0.00
Pipe, 4" PVC	LF	\$20.00	0	\$	0.00
Pipe, 6" PVC	LF	\$25.00	0	\$	0.00
Pipe, 8" PVC	LF	\$30.00	0	\$	0.00
Pipe, 10" PVC	LF	\$35.00	0	\$	0.00
Pipe, 12" PVC	LF	\$40.00	0	\$	0.00
Pipe, 18" PVC	LF	\$50.00	0	\$	0.00
Pipe, 6" HDPE	LF	\$12.00	90	\$	1,080.00
Pipe, 12" HDPE	LF	\$20.00	120	\$	2,400.00
90 Deg. Tee 12x6	EA	\$175.00	1	\$	175.00
Rip-Rap, Grouted	SF	\$10.00	0	\$	0.00
Rip-Rap, Grouted	Ton	\$75.00	0	\$	0.00
Transition Structure	EA	\$5,000.00	0	\$	0.00
Underwalk Drain, W<6'	EA	\$2,500.00	0	\$	0.00
Underwalk Drain, W>6'	EA	\$3,500.00	0	\$	0.00
Basin Trash Rack	EA	\$250.00	1	\$	250.00
			SUBTOTAL	\$	4,505.00
creet Lights					
Pull Box No. 3 1/2	EA	\$300.00	0	\$	0.00
Pull Box No. 5	EA	\$400.00	0	\$	0.00
Service Point	EA	\$5,500.00	0	\$	0.00
St. Light, 501 - 1 only	EA	\$5,400.00	0	\$	0.00
St. Light, 501 - 2 to 5	EA	\$5,200.00	0	\$	0.00
St. Light, 501 - 5+	EA	\$4,500.00	0	\$	0.00
St. Light, 502 - 1 only	EA	\$5,800.00	0	\$	0.00
St. Light, 502 - 2 to 5	EA	\$5,400.00	0	\$	0.00
St. Light, 502 - 5+	EA	\$5,000.00	0	\$	0.00
St. Lt. Conduit, 1" Sch 80			0	\$	0.00
<500 LF	LF	\$12.00	0	\$	0.00
>500 LF	LF	\$10.00	0	\$	0.00
St. Lt. Conduit, 1 1/2			0	\$	0.00
<500 LF					0.00
>500 LF	LF	\$16.00	0	\$	0.00
>300 LF	LF LF	\$16.00 \$14.00	0	\$	0.00
OTHER=				\$	
			0 0 0	\$ \$ \$	0.00
OTHER=			0	\$	0.00
OTHER= OTHER=  Traffic	LF	\$14.00	0 0 0 SUBTOTAL	\$ \$ \$	0.00 0.00 0.00 <b>0.00</b>
OTHER= OTHER=  Traffic  Signal, 6 phse+MstrCont.	LF 	\$14.00	0 0 0 SUBTOTAL	\$ \$ \$	0.00 0.00 0.00 <b>0.00</b>
OTHER= OTHER=  Traffic  Signal, 6 phse+MstrCont. Signal, 8 phse+MstrCont.	EA EA	\$14.00 \$240,000.00 \$265,000.00	0 0 0 SUBTOTAL 0 0	\$ \$ \$ \$	0.00 0.00 0.00 0.00 0.00
OTHER= OTHER=  Traffic  Signal, 6 phse+MstrCont.	LF 	\$14.00	0 0 0 SUBTOTAL	\$ \$ \$	0.00 0.00 0.00 <b>0.00</b>

Striping, 8" Sld wht/ylw	LF	\$0.65	0	\$	0.00
triping 12" Sld wht/ylw	LF	\$2.50	0	\$	0.00
Striping, Skip	LF	\$0.35	0	\$	0.00
Striping, Double	LF	\$0.75	0	\$	0.00
			SUBTOTAL	\$	0.00
Walls					
Retaining Walls	SF	\$15.00	0	\$	0.00
Miscellaneous					
Barricade, 40'	EA	\$1,600.00	0	\$	0.00
Water Lateral	EA	\$5,000.00	0	\$	0.00
Water Meter Installation	EA	\$2,500.00	6	\$	15,000.00
Paving Replacement, Trench	LF	\$16.00	0	\$	0.00
Pressure Reducing Station	EA	\$90,000.00	0	\$	0.00
Shoring for Trenches > 5' Deep	LF	\$17.00	0	\$	0.00
Street Name Signs	EA	\$500.00	0	\$	0.00
Landscaping	SF	\$2.00	0	\$	0.00
OTHER=			0	\$	0.00
OTHER=			0	\$	0.00
OTHER=			0	\$	0.00
OTHER=			0	\$	0.00
			SUBTOTAL	\$	15,000.00
wer					
Manhole, 5' dia., 12' to 20' deep	EA	\$7,000.00	1	\$	7,000.00
Manhole, 5' dia. > 20' deep	EA	\$9,000.00	0	\$	0.00
Pipe, 4" VCP	LF	\$10.00	75	\$	750.00
Pipe, 6" VCP	LF	\$15.00	0	\$	0.00
Pipe, 8" VCP	LF	\$18.00	115	\$	2,070.00
Pipe, 10" VCP	LF	\$20.00	0	\$	0.00
Pipe, 12" VCP	LF	\$26.00	0	\$	0.00
Pipe, 15" VCP	LF	\$43.00	0	\$	0.00
Pipe, 4" DIP	LF	\$33.00	0	\$	0.00
Pipe, 6" DIP	LF	\$39.00	0	\$	0.00
Pipe, 8" DIP	LF	\$48.00	0	\$	0.00
Pipe, 10" DIP	LF	\$54.00	0	\$	0.00
Pipe, 12" DIP	LF	\$61.00	0	\$	0.00
Pipe, 15" DIP	LF	\$73.00	0	\$	0.00
		-	SUBTOTAL	\$	9,820.00
liscellaneous Sewer					
Adjust Manhole	EA	\$1,550.00	0	\$	0.00
Clean Out	EA	\$1,060.00	0		0.00
Coddle		\$1,170.00	6	\$	7,020.00
Saddle	EA	\$1,170.00			
OTHER=	EA	Ψ1,170.00 <u></u>	0	\$	0.00
	EA	——————————————————————————————————————		\$ \$ \$	0.00

			SUBTOTAL	\$ 7,020.00
ater				
Pipe, 4" DIP Class 350	LF	\$33.00	125	\$ 4,125.00
Pipe, 6" DIP Class 350	LF	\$39.00	0	0.00
Pipe, 8" DIP Class 350	LF	\$48.00	0	\$ 0.00
Pipe, 10" DIP Class 350	LF	\$54.00	0	\$ 0.00
Pipe, 12" DIP Class 350	LF	\$61.00	0	\$ 0.00
Valve, 4"	EA	\$1,230.00	0	\$ 0.00
Valve, 6"	EA	\$1,410.00	0	\$ 0.00
Valve, 8"	EA	\$1,680.00	0	\$ 0.00
Valve, 10"	EA	\$2,030.00	0	\$ 0.00
Valve, 12"	EA	\$2,270.00	0	\$ 0.00
Valve, 14"	EA	\$3,000.00	0	\$ 0.00
Valve, 16"	EA	\$3,550.00	0	\$ 0.00
			SUBTOTAL	\$ 4,125.00
Miscellaneous Water				
Air & Vac, 1"	EA	\$2,700.00	0	\$ 0.00
Blow Off, 2"	EA	\$1,500.00	0	\$ 0.00
Blow Off, 4"	EA	\$3,600.00	0	\$ 0.00
Fire Hydrant, 6"	EA	\$4,400.00	0	\$ 0.00
Fire Service, 6"	EA	\$10,500.00	0	\$ 0.00
Fire Service, 8"	EA	\$14,750.00	0	\$ 0.00
Hot Tap, 8"	EA	\$3,550.00	0	\$ 0.00
`dot Tap, 10"	EA	\$3,900.00	0	\$ 0.00
Hot Tap, 12"	EA	\$4,750.00	0	\$ 0.00
Service, 1"	EA	\$1,050.00	0	\$ 0.00
Service, 2"	EA	\$2,200.00	6	\$ 13,200.00
DI FITTINGS (BENDS), 8"	EA	\$600.00	0	\$ 0.00
DI Pipe Casing, 14"	LF	\$12.00	0	\$ 0.00
OTHER=		•	0	\$ 0.00
		•	SUBTOTAL	\$ 13,200.00
			TOTAL COST	\$ 65,503.80

## PREPARED BY:

Paul R. Huddleston, Jr.	WET STAMP & DATE
Hunsaker & Associates	<del></del>
(951) 352-7200	

# AGREEMENT FOR PRECISE GRADING, EROSION CONTROL, AND DRAINAGE IMPROVEMENTS FOR TRACT MAP 37030 - BEDFORD (SIX PACK), PORTION OF LOT 13, DWG.# 17-020P, PGR170015

This Agreement is entered into as of this 17th day of October, 2018, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City") and WOODSIDE 05S, LP, a California limited partnership, with its principal offices located at, 11870 Pierce Street, Suite 250, Riverside, CA, 92505 (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 **Tract Map 37030** (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 **Twenty-Four Thousand Dollars and No Cents (\$24,000.00)**, 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 warranty 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 Developers 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:

**DEVELOPER:** 

City of Corona Public Works Dept. 400 South Vicentia Avenue Corona, CA 92882 WOODSIDE 05S, LP 11870 Pierce Street, Suite 250 Riverside, CA 92505

**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.

By:	WOODSIDE 05S, LP, a California limited partnership
	Signature  CIRISTOPHER STANIEL  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 DOCUMENTS ARE PROVIDED THAT INDICATE OTH	FOR CORPORATIONS UNLESS CORPORATE

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

# **EXHIBIT "A"** LIST OF GRADING WORK

(Engineer's Cost Estimate Attached)

Quantity of Grading \$24,000.00 Erosion Control \$2,500.00

#### **Bond Estimate Sheet**

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

Project:

Bedford (6 Pack Models)

Location:

Tract 37030, a Portion of Lot Number 13

Dwg. No.

17-0020P

1. GRADING SECURITY	Construction Cost (See Note 1)	Bond Estimate (See Note 2)
(a) Grading Work, See Note 2	76,000	22,800
(b) Grading Work, See Note 3	3,684	3,700
TOTAL GRADING BOND ESTIMATE (See Notes 2, 4, & 6)		24,000
EROSION CONTROL CASH BOND (See Note 5)		2,500
2. SURVEY & MONUMENTATION BOND		
Attach Engineer's PLS letter of		
Monumentation Cost, signed and 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.
- 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% nax if 1(b), only when applicable per above.
- City staff shall review all estimates and may charge the amount of the engineer's estimate 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 reposrt shall be submitted for bonding purposes.

PREPARED BY:

Engineer's Name & Signature Hupsaker & Associates, Inc.

**Company** 949-583-1010

Tel No/Email

PROFESS/ONAL CHARGE AND SECOND CHARGE AND SECOND CHARGE AND SECOND CHARGE AND SECOND CHARGE AND CONTRACT OF GALIFORN CALLED AND CALLED A

WET STAMP & DATE

City of Corona Form Rev-03/22/2016

## **QUANTITY ESTIMATE FOR GRADING**

PROJECT NAME: ARANTINE HILLS-VALENCIA UNITS 80-82

LOCATION: Cameron Way & Driveway 36

CITY PROJECT #: PGR 170015

DRAWING #: 17-020P DATE: 12/12/17

ITEM	UNIT	UNIT COST	QUANTITY	COST
GRADING IMPROVEMENTS - CONCRETE A	ND DRAINA	AGE FACILITIES		
AC Pavement	SF		2376	
Asphalt (sf x depth x 0.075)	TON	\$75.00	59.40	\$4,455.00
Base (sf x depth / 27)	CY	\$55.00	44.00	\$2,420.00
Fogseal	SY	\$3.00	264.00	\$792.00
Curb & Gutter 4" Flared	LF	\$22.00	106.00	\$2,332.00
Curb Only 6"	LF	\$20.00	0.00	\$0.00
Curb & Gutter 6"	LF	\$25.00	0.00	\$0.00
1" Shed Curb	LF	\$15.00	150.00	\$2,250.00
2" Flared Curb to Back SW Transition	LF	\$25.00	4.00	\$100.00
2" Flared Curb	LF	\$22.00	0.00	\$0.00
0" Curb to 4" Flared Transition	LF	\$25.00	12.00	\$300.00
1" Shed Curb to 4" Flared Transition	LF	\$25.00	3.00	\$75.00
Pavement, 6" (Colored)	SF	\$11.00	0.00	\$0.00
Pavement, 6" (Pool Deck)	SF	\$11.00	0.00	\$0.00
Concrete Driveway	SF	\$11.00	591.00	\$6,501.00
Walk/Stoop	SF	\$10.00	117.00	\$1,170.00
Ribbon Gutter (28")	SF	\$11.65	0.00	\$0.00
W/C Ramp	EA	\$2,500.00	0.00	\$0.00
Striping	LS	\$1,032.00	0.00	\$0.00
6" Sq. Brass Deck Drain	EA	\$300.00	0.00	\$0.00
6" Atrium Grate (NDS 90)	EA	\$300.00	0.00	\$0.00
6" Drain Inlet	EA	\$300.00	1.00	\$300.00
Grate Inlet, 12" x 12"	EA	\$500.00	21.00	\$10,500.00
V-ditch Double Inlet	EA	\$2,600.00	0.00	\$0.00
Pipe, 4" PVC (Slot Drain)	LF	\$20.00	0.00	\$0.00
Slot Drain Cleanout	EA	\$650.00	0.00	\$0.00
Pipe, 4" PVC	LF	\$20.00	330.00	\$6,600.00
Pipe, 4" HDPE	LF	\$20.00	189.00	\$3,780.00
Pipe, 4" Perf PVC	LF	\$20.00	0.00	\$0.00
Pipe, 6" PVC	LF	\$25.00	0.00	\$0.00
Pipe, 8" PVC	LF	\$30.00	0.00	\$0.00
Pipe, 12" PVC	LF	\$40.00	0.00	\$0.00
Pipe, 12" HDPE	LF	\$40.00	134.00	\$5,360.00
12"x4" HDPE Reducing Cross Tee	EA	\$150.00	5.00	\$750.00
Area Drain Cleanout	EA	\$50.00	0.00	\$0.00
Roof Downspout connection	EA	\$100.00	0.00	\$0.00
Remove Exist. SD Plug & join 4" PVC	EA	\$150.00	6.00	\$900.00
Remove N-12 End Cap	EA	\$50.00	1.00	\$50.00
Join 4" HDPE to 4" PVC	EA	\$50.00	3.00	\$150.00

# **QUANTITY ESTIMATE FOR GRADING**

N-12 Plug	EA	\$50.00	3.00	\$150.00
24"x24" Storm Drain Inlet	EA	\$2,500.00	1.00	\$2,500.00
12"x12" N-12 Wye Fitting	EA	\$150.00	1.00	\$150.00
12"x4" N-12 Wye Fitting	EA	\$150.00	2.00	\$300.00
Clean-out Structure	EA	\$500.00	2.00	\$1,000.00
N-12 End cap	EA	\$50.00	1.00	\$50.00
Connect Area Drain to Catch Basin	EA	\$150.00	0.00	\$0.00
Deepened Footing	LF	\$15.00	208.00	\$3,120.00
Dropped Garage	EA	\$500.00	1.00	\$500.00
Pad Elevation 2" Slab Undercut	EA	\$250.00	4.00	\$1,000.00
Area Drain Chimney	EA	\$250.00	6.00	\$1,500.00
12" V-Gutter	LF	\$10.00	0.00	\$0.00
24" V-Gutter	LF	\$20.00	0.00	\$0.00
Omit 1 Block on Fence	EA	\$50.00	6.00	\$300.00
ADA Signing & Striping	EA	\$500.00	0.00	\$0.00
Pipe, 4" VCP Sewer	LF	\$24.00	0.00	\$0.00
Pipe, 6" VCP Sewer	LF	\$30.00	0.00	\$0.00
Clean Out	EA	\$1,060.00	1.00	\$1,060.00
Join Existing Water Meter	EA	\$150.00	6.00	\$900.00

## **QUANTITY ESTIMATE FOR GRADING**

Pipe, 4" Class 150 Water	LF	\$30.00	0.00	\$0.00
Pipe, 3.5" Class 150 Water	LF	\$41.25	0.00	\$0.00
Pipe, 3" Class 150 Water	LF	\$22.50	0.00	\$0.00
Pipe, 2.5" Class 150 Water	LF	\$18.75	0.00	\$0.00
Pipe, 2" Class 150 Water	LF	\$15.00	0.00	\$0.00
Pipe, 1" Class 150 Water	LF	\$9.00	0.00	\$0.00
Pipe, 0.75" Class 150 Water	LF	\$6.75	0.00	\$0.00
Pipe, 0.5" Class 150 Water	LF	\$6.00	0.00	\$0.00
Service, 1.5"	EA	\$1,625.00	0.00	\$0.00
2" PVC Sch 80 Water Pipe	LF	\$15.00	659.00	\$9,885.00
Dual Courtesy Valve	EA	\$500.00	6.00	\$3,000.00
EARTHWORK (CUT AND FILL)	CY	\$2.00	900	\$1,800.00
			SUB-TOTAL	\$76,000.00
EROSION CONTROL				
Inlet Protection	EA	\$300.00	1.00	\$300.00
Area Drain Protection	EA	\$100.00	22.00	\$2,200.00
Sandbags per Street Detail	LF	\$2.00	0.00	\$0.00
Stabilized Construction Entrance	EA	\$5,000.00	0.00	\$0.00
Gravel Bags per Detail	LF	\$2.00	592.00	\$1,184.00
Fiber Roll	LF	\$2.00	0.00	\$0.00
			SUB-TOTAL	\$3,684.00
			TOTAL COST	\$79,684.00

## PREPARED BY:

Douglas L. Staley Par L Augustal Hunsaker & Associates, Irvine Inc.

(949) 583-1010

Wet Stamp and Date

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

<u> </u>						
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.						
personally appeared hRIStopher	Here Insert Name and Title of the Officer  Stanicek  Jame(s) of Signer(s)					
who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowledghis/her/their authorized capacity(ies), and that by his/he or the entity upon behalf of which the person(s) acted,	ed to me that he/she/they executed the same in er/their signature(s) on the instrument the person(s),					
ROCHELLE M. SROMALLA Commission # 2105778	tify under PENALTY OF PERJURY under the laws he State of California that the foregoing paragraph ue and correct.  NESS my hand and official seal.					
Notary Public - California Riverside County My Comm. Expires May 2, 2019	Signature of Notary Public					
Place Notary Seal Above OPTIOI	VAI					
Though this section is optional, completing this info fraudulent reattachment of this form	rmation can deter alteration of the document or					
Description of Attached Document  Title or Type of Document:  Number of Pages: Signer(s) Other Than N	or Type of Document: Document Date:  Der of Pages: Signer(s) Other Than Named Above:					
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General  Individual Attorney in Fact  Trustee Guardian or Conservator  Other:	Signer's Name:					