

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR
1296 MAGNOLIA AVENUE –
DWG. # 19-010S (STREET) – (PWIM2019-0008)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this 15th day of **September, 2021**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **M & D Development, LLC, a California limited liability company**, with its principal offices located at, **1095 Montecito Drive, Corona, CA 92879**, (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 **1296 Magnolia Avenue** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor, done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **Ninety-Four Thousand Dollars and No Cents (\$94,000.00)** 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:

M & D Development, LLC
1095 Montecito Drive
Corona, CA 92879

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

M & D Development LLC,
a California limited liability company

By: Michael Downs
Michael Downs, Manager

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

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

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

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside

S.S.

On August 19, 2021 before me, Michelle Fuhr, Notary Public

Name of Notary Public, Title

personally appeared Michael Downs

Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michelle Fuhr

Signature of Notary Public



Seal

OPTIONAL INFORMATION

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

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

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

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

representing: _____

Name(s) of Person(s) Employed by Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to in this Commitment is situated in the City of Corona, County of Riverside, State of California, and is described as follows:

PARCEL A:

THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 99-26, RECORDED NOVEMBER 29, 1999 AS INSTRUMENT NO. 520432 OF OFFICIAL RECORDS, AND THAT PORTION "AREA 2" PER GRANT DEED RECORDED AS DOCUMENT NO. 2003-478767, RECORDED JUNE 27, 2003, IN OFFICIAL RECORDS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE MOST WESTERLY CORNER OF PARCEL A OF LOT LINE ADJUSTMENT NO. 99-26, RECORDED NOVEMBER 29, 1999 AS INSTRUMENT NO. 520432 OF OFFICIAL RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 49° 21' 34" EAST, A DISTANCE OF 528.42 FEET;

THENCE NORTH 53° 55' 36" EAST, A DISTANCE OF 116.60 FEET;

THENCE SOUTH 01° 57' 31" WEST, A DISTANCE OF 593.19 FEET;

THENCE SOUTH 88° 02' 29" EAST, A DISTANCE OF 238.99 FEET;

THENCE SOUTH 01° 57' 31" WEST, A DISTANCE OF 419.75 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,136.56 FEET; THENCE SOUTHERLY 284.96 FEET; ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 38' 30";

THENCE NORTH 41° 41' 16" WEST, A DISTANCE OF 71.01 FEET;

THENCE NORTH 32° 57' 21" WEST, A DISTANCE OF 154.17 FEET; THENCE NORTH 37° 28' 16" WEST, A DISTANCE OF 190.32 FEET; THENCE NORTH 40° 09' 34" WEST, A DISTANCE OF 566.33 FEET;

THENCE NORTH 25° 11' 04" WEST, A DISTANCE OF 137.84 TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION OF THE LAND DESCRIBED IN CERTAIN AMENDED FINAL ORDER OF CONDEMNATION, AS TO M & D DEVELOPMENT, LLC RE ASSESSOR PARCEL NO. 107-080-49.

RECORDED SEPTEMBER 17, 2007 AS INSTRUMENT NO. 2007-0584538 AND REITERATED THROUGH GRANT DEED RECORDED APRIL 26, 2011 AS INSTRUMENT NO. 2011-0181919 OF OFFICIAL RECORDS.

PARCEL B:

PARCEL 1 OF PARCEL MAP NO. 13085, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 851 PAGE 49 OF PARCEL MAPS, IN THE

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 99-26, RECORDED NOVEMBER 29, 1999 AS INSTRUMENT NO. 520432 OF OFFICIAL RECORDS, TOGETHER WITH "AREA 1" AND THAT PORTION OF "AREA 2" PER GRANT DEED RECORDED AS DOCUMENT NO. 2003-478767, RECORDED JUNE 27, 2003, IN OFFICIAL RECORDS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE MOST WESTERLY CORNER OF PARCEL A OF LOT LINE ADJUSTMENT NO. 99-26, RECORDED NOVEMBER 29, 1999 AS INSTRUMENT NO. 52043 OF OFFICIAL RECORDS, THENCE NORTH 49° 21' 34" EAST, A DISTANCE OF 528.42 FEET; THENCE NORTH 53° 55' 36" EAST, A DISTANCE OF 116.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY ALONG SAID LINE, A DISTANCE OF 208.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 220 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 72° 38' 11" EASTERLY; THENCE SOUTHEASTERLY 68.051 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 43' 20"; THENCE SOUTH 01° 57' 31" WEST, A DISTANCE OF 35.38 FEET; THENCE SOUTH 88° 02' 29" EAST, A DISTANCE OF 64.63 FEET; THENCE SOUTH 05° 28' 25" EAST, A DISTANCE OF 181.30 FEET; THENCE NORTH 88° 02' 29" WEST, A DISTANCE OF 26.08 FEET; THENCE SOUTH 01° 57' 31" WEST, A DISTANCE OF 350.99 FEET; THENCE SOUTH 31° 57' 31" WEST, A DISTANCE OF 38.00 FEET; THENCE SOUTH 01° 57' 31" WEST, A DISTANCE OF 62.65 FEET; THENCE NORTH 88° 02' 29" WEST, A DISTANCE OF 238.99 FEET; THENCE NORTH 01 ° 57' 31" EAST, A DISTANCE OF 593.19 FEET TO THE TRUE POINT OF BEGINNING.

ABOVE MENTIONED PARCELS COMPRISE OF PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 13085, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 85, PAGE 49 OF PARCEL MAPS, AND AREAS 1 & 2 OF THE DEED RECORDED JUNE 27, 2003 AS INSTRUMENT NO. 2003-478767 OF OFFICIAL RECORDS WHICH, WERE DESCRIBED IN THE LOT LINE ADJUSTMENT RECORDED NOVEMBER 12, 2003, DOCUMENT NO. 03-890470 OF OFFICIAL RECORDS.

PARCEL C:

THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED DECEMBER 13, 1972 AS INSTRUMENT NO. 164325 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS;

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF PARCEL MAP 13085 ON FILE IN BOOK 85, PAGE 49 OF PARCEL MAPS IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF PARCEL 1 AS DESCRIBED BY AMENDED FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 17, 2007 AS INSTRUMENT NO. 2007-584538;

THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID PARCEL MAP 13085 AND SAID NORTHERLY CORNER OF SAID PARCEL 1 AS DESCRIBED BY AMENDED FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 17, 2007 AS INSTRUMENT NO. 2007-584538, NORTH 12° 08' 02" EAST, 34.07 FEET ALONG THE NORTHEASTERLY PROJECTION OF THE EASTERLY LINE OF SAID PARCEL 1;

THENCE NORTH 54° 16' 56" WEST, 22.09 FEET TO A POINT ON A LINE PARALLEL AND OFFSET 54.79 FEET SOUTHEASTERLY AT RIGHT ANGLES TO THE CONSTRUCTION CENTERLINE OF MAGNOLIA AVE. AS SHOWN BY SAID PARCEL MAP 13085;

THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE OFFSET 54.79 FEET SOUTHEASTERLY TO SAID CONSTRUCTION CENTERLINE OF MAGNOLIA AS SHOWN BY SAID PARCEL MAP 13085, NORTH 56° 17' 12" EAST, 26.28 FEET;

THENCE LEAVING SAID PARALLEL LINE OFFSET 54.79 FEET SOUTHEASTERLY TO SAID CONSTRUCTION CENTERLINE OF MAGNOLIA AS SHOWN BY SAID PARCEL MAP 13085, NORTH 11° 17' 17" EAST, 6.36 FEET TO A POINT ON A LINE PARALLEL AND OFFSET 50.29 FEET SOUTHEASTERLY AT RIGHT ANGLES TO THE CONSTRUCTION CENTERLINE OF MAGNOLIA AVE. AS SHOWN BY SAID PARCEL MAP 13085;

THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE OFFSET 50.29 FEET SOUTHEASTERLY TO SAID CONSTRUCTION CENTERLINE OF MAGNOLIA AVE. AS SHOWN BY SAID PARCEL MAP 13085, NORTH 56° 17' 12" EAST, 96.64 FEET TO A POINT ON A TANGENT 2550.29 FEET RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 33° 42' 48" WEST;

THENCE CONTINUING NORTHEASTERLY ALONG SAID PARALLEL LINE OFFSET 50.29 FEET SOUTHEASTERLY TO SAID CONSTRUCTION CENTERLINE OF MAGNOLIA AVE. AS SHOWN BY SAID PARCEL MAP 13085, NORTHEASTERLY ALONG SAID 2550.29 FEET RADIUS CURVE CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 02° 53' 24", AN ARC DISTANCE OF 128.64 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 36° 36' 12" WEST;

THENCE LEAVING SAID 2550.29 FEET RADIUS CURVE CONCAVE NORTHWESTERLY AND SAID PARALLEL LINE OFFSET 50.29 FEET SOUTHEASTERLY TO SAID CONSTRUCTION CENTERLINE OF MAGNOLIA AVE. AS SHOWN BY SAID PARCEL MAP 13085 ON A NON-TANGENT LINE NORTH 56° 17' 19" EAST, 139.05 FEET;

THENCE SOUTH 81° 08' 14" EAST, 5.40 FEET;

THENCE NORTH 49° 57' 02" EAST, 94.68 FEET TO A POINT ON A NON-TANGENT 4.00 FEET RADIUS CURVE CONCAVE EASTERLY, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 49° 57' 02" EAST;

THENCE NORTHERLY ALONG SAID 4.00 FEET RADIUS CURVE CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 6.28 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 40° 02' 58" WEST;

THENCE LEAVING SAID 4.00 FEET RADIUS CURVE CONCAVE EASTERLY ON A TANGENT LINE NORTH 49° 57' 02" EAST 2.05 FEET TO A POINT ON A LINE PARALLEL AND OFFSET 60.00 FEET SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF MAGNOLIA AVE. AS SHOWN BY SAID PARCEL MAP 13085;

THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE OFFSET 60.00 FEET SOUTHEASTERLY TO SAID CENTER LINE OF MAGNOLIA AVE. AS SHOWN BY SAID PARCEL MAP 13085 NORTH 56° 19' 35" EAST , 145.76 FEET;

THENCE SOUTH 78° 40' 25" EAST, 11.16 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF PARCEL MAP 13085, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF SAID PARCEL DESCRIBED BY DEED RECORDED DECEMBER 13, 1972 AS INSTRUMENT NO. 164325;

THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL MAP 13085 AND SAID SOUTHEASTERLY LINE OF SAID PARCEL DESCRIBED BY DEED RECORDED DECEMBER 13, 1972 AS INSTRUMENT NO. 164325 SOUTH 53° 55' 36" WEST, 320.22 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL MAP 13085 AND SAID SOUTHEASTERLY LINE OF SAID PARCEL DESCRIBED BY DEED RECORDED DECEMBER 13, 1972 AS INSTRUMENT NO. 164325 SOUTH 49° 21' 34" WEST, 327.24 FEET TO THE MOST NORTHERLY CORNER OF PARCEL 2 AS DESCRIBED BY AMENDED FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 17, 2007 AS INSTRUMENT NO. 2007-584534;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL MAP 13085 AND SAID SOUTHEASTERLY LINE OF SAID PARCEL DESCRIBED BY DEED RECORDED DECEMBER 13, 1972 AS INSTRUMENT NO. 164325 SOUTH 49° 21' 34" WEST, 24.40 FEET TO THE POINT OF BEGINNING.

APN: 107-080-051-4 (Affects Parcel A),
107-080-050-3 (Affects Parcel B),
107-080-052 (Affects Portion of Parcel C) and
107-080-053 (Affects Portion of Parcel C)

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

SEE ATTACHED

Faithful Performance	\$94,000.00
Labor and Material	\$47,000.00

EXHIBIT "B"

CITY OF CORONA

Desc: 1296 MAGNOLIA - DWG# 19-010S

Type: PUBLIC IMPROVEMENT

Address: 1296 MAGNOLIA AV

BOND ESTIMATE Permit#: PWIM2019-0008

MICHELE H

(Use for Improvements Other than Grading Work Only)

Project: Magnolia Ave & Downs Way
Location: 1296 Magnolia Ave. Corona, CA 92879
Drawing No: 19-010S

DATE: 4/10/2019

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond Note 2 (Round to nearest\$200)	Labor & Material Bond Note 3 (Round to nearest\$100)
1 Non-Master Planned R/W (Public) Improvements	<u>72,333</u>	<u>94,000.00</u>	<u>47,000.00</u>
2 Master-Planned R/W (Public) Improvements	<u> </u>	<u> </u>	<u> </u>
3 Interim Improvements (not including Grading Work)	<u> </u>	<u> </u>	<u> </u>
4 On-Site Public Improvements	<u> </u>	<u> </u>	<u> </u>
5 On-site Non-public Improvements	<u> </u>	<u> </u>	<u> </u>
6 Additional Bond Improvements (beyond typical)	<u> </u>	<u> </u>	<u> </u>

NOTES:

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

PREPARED BY:

Dennis G. Armstrong 8-27-19
Engineer's Name & Signature

WET STAMP & DATE

Armstrong & Brooks Consulting Engineers, Inc.
Company

dennis@armstrongbrooks.com

Tel No/Email



Date In: 9/19/19

Date Due: 9/17/19

Reviewer:

- ☐ PW
- ☐ Planning
- ☐ CIP
- ☐ Traffic
- ☐ Consultant ☒
- ☐

Submittal:

- ☐ 1st ☐ 2nd
- ☐ 3rd ☐ 4th
- ☐ 5th ☐ 6th
- ☐ 7th ☐

Reviewed By:

valued

Approved:

- ☐ Y
- ☐ N (see comments)

Return Date:

CITY OF CORONA

Desc: 1296 MAGNOLIA - DWG# 19-010S
 Type: PUBLIC IMPROVEMENT
 Address: 1296 MAGNOLIA AV
 Permit#: PWIM2019-0008

MICHELE H

Date In: 9/9/19
 Date Due: 9/17/19
 Reviewer: ☐ PW ☐ Planning ☐ CIP ☐ Traffic ☒ Consultant
 Submittal: ☒ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th ☐ 7th
 Reviewed By: Valued by
 Approved: ☒ Y ☐ N (see comments)
 Return Date:

Project #: Magnolia Ave & Downs Way

Location: 1296 Magnolia Ave. Corona, CA 92879

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00	655	\$ 1,965.00
Curb Only	LF	\$10.00	50	\$ 500.00
Curb & Gutter	LF	\$16.00	116	\$ 1,856.00
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00	770	\$ 6,160.00
W/C Ramp	SF	\$8.00		\$ -
OTHER=Catch Basin	EA	\$5,000.00	1	\$ 5,000.00
OTHER=Fire Hydrant & Blow-Off	EA	\$2,000.00	2	\$ 4,000.00
OTHER=				\$ -
SUBTOTAL				\$ 19,481.00

Relocation				
Power/Telephone Pole	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00	1	\$ 400.00
OTHER=				\$ -
OTHER=				\$ -
SUBTOTAL				\$ 400.00

Asphalt				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC Fogseal	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00	12	\$ 96.00
AC Pavement	SF			\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00	46	\$ 8,740.00
Base (sf x depth / 27)	CY	\$110.00	38	\$ 4,180.00
Fogseal	SY	\$5.00		\$ -
OTHER=Full Depth AC Replacement	TON	\$190.00	9	\$ 1,710.00
OTHER=				\$ -
OTHER=				\$ -
SUBTOTAL				\$ 14,726.00

Concrete				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00	166	\$ 7,304.00

Cross Gutter & Spandrel	SF	\$29.00		\$ -
D/W Approach, Complete	EA	\$6,000.00		\$ -
D/W Approach, 6"	SF	\$28.00		\$ -
D/W Approach, 8"	SF	\$28.00		\$ -
Pavement, 6"	SF	\$13.00		\$ -
Pavement, 8"	SF	\$15.00		\$ -
Sidewalk, 4"	SF	\$13.00	490	\$ 6,370.00
V-Gutter	SF	\$38.00		\$ -
W/C Ramp	EA	\$3,800.00	1	\$ 3,800.00
W/C Ramp	SF	\$30.00		\$ -
OTHER=Wheel Stop	EA	\$250.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 17,474.00

Storm Drain

Box Culvert (Including Backfill)	CY	\$3,500.00		\$ -
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$ -
Catch Basin, W<8'	EA	\$7,000.00	1	\$ 7,000.00
Catch Basin, W>8'	EA	\$10,500.00		\$ -
Channel, Reinf. Conc. Lined	SF	\$13.00		\$ -
Channel, Open Conc. <24"	LF	\$150.00		\$ -
Channel, Open Conc. 27"-36"	LF	\$250.00		\$ -
Channel, Open Conc. 42"-72"	LF	\$500.00		\$ -
Collar, 45"-60"	EA	\$1,300.00	1	\$ 1,300.00
Collar, >60"	EA	\$2,000.00		\$ -
Encasement	LF	\$65.00		\$ -
Energy Dissipater	LS	\$10,000.00		\$ -
Grate Inlet, 12" x 12"	EA	\$500.00		\$ -
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$ -
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$ -
Headwalls, Gravity Type	EA	\$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	\$6,000.00		\$ -
Manhole, H>8'	EA	\$8,000.00		\$ -
Pipe, 18" RCP	LF	\$159.00	23	\$ 3,657.00
Pipe, 24" RCP	LF	\$201.00		\$ -
Pipe, 30" RCP	LF	\$241.00		\$ -
Pipe, 36" RCP	LF	\$280.00		\$ -
Pipe, 42" RCP	LF	\$318.00		\$ -
Pipe, 48" RCP	LF	\$355.00		\$ -
Pipe, 54" RCP	LF	\$391.00		\$ -
Pipe, 60" RCP	LF	\$426.00		\$ -
Pipe, 66" RCP	LF	\$461.00		\$ -
Pipe, 72" RCP	LF	\$495.00		\$ -
Pipe, 78" RCP	LF	\$528.00		\$ -

Pipe, 84" RCP	LF	\$561.00		\$	-
Rip-Rap, Grouted	Ton	\$125.00		\$	-
Transition Structure	EA	\$5,000.00		\$	-
Underwalk Drain, W<6'	EA	\$3,000.00		\$	-
Underwalk Drain, W>6'	EA	\$4,000.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	11,957.00

Street Lights

Pull Box No. 3 1/2	EA	\$500.00		\$	-
Pull Box No. 5	EA	\$700.00		\$	-
Service Point	EA	\$7,000.00		\$	-
St. Light, 501 - 1 only	EA	\$5,000.00		\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$	-
St. Light, 501 - 5+	EA	\$4,800.00		\$	-
St. Light, 502 - 1 only	EA	\$5,500.00		\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$	-
St. Light, 502 - 5+	EA	\$5,300.00		\$	-
St. Lt. Conduit, 1" Sch 80				\$	-
<500 LF	LF	\$12.00		\$	-
>500 LF	LF	\$10.00		\$	-
St. Lt. Conduit, 1 1/2				\$	-
<500 LF	LF	\$16.00		\$	-
>500 LF	LF	\$14.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	-

Traffic

Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$	-
Signal, Both+Intrconnect	LF	\$25.00		\$	-
Striping, 4" Sld wht/ylw	LF	\$0.50		\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65		\$	-
Striping 12" Sld wht/ylw	LF	\$2.50	275	\$	687.50
Striping, Skip	LF	\$0.35	24	\$	8.40
Striping, Double	LF	\$0.75		\$	-
SUBTOTAL				\$	695.90

Walls

Retaining Walls	SF	\$15.00		\$	-
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Miscellaneous

Barricade, 40'	EA	\$1,600.00		\$	-
Water Lateral	EA	\$5,000.00		\$	-
Water Meter Installation	EA	\$2,500.00		\$	-

Paving Replacement, Trench	LF	\$16.00		\$	-
Pressure Reducing Station	EA	\$90,000.00		\$	-
Shoring for Trenches > 5' Deep	LF	\$17.00		\$	-
Street Name Signs	EA	\$500.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Sewer

Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00		\$	-
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$	-
Pipe, 4" VCP	LF	\$70.00		\$	-
Pipe, 6" VCP	LF	\$106.00		\$	-
Pipe, 8" VCP	LF	\$142.00		\$	-
Pipe, 10" VCP	LF	\$178.00		\$	-
Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" DIP	LF	\$106.00		\$	-
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
			SUBTOTAL	\$	-

Miscellaneous Sewer

Adjust Manhole	EA	\$2,000.00		\$	-
Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER=Cut-In Wye	EA	\$2,000.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

Water

Pipe, 4" PVC	LF	\$30.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" PVC	LF	\$45.00		\$	-
Pipe, 10" DIP	LF	\$93.00		\$	-
Pipe, 12" DIP	LF	\$105.00		\$	-
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	-
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00		\$	-

Valve, 16"	EA	\$7,500.00		\$	-
			SUBTOTAL	\$	-

Miscellaneous Water

Air & Vac, 1"	EA	\$2,700.00		\$	2,700.00
Fire Hydrant, 6"	EA	\$4,900.00		\$	4,900.00
Fire Service, 6"	EA	\$12,000.00		\$	-
Fire Service, 8"	EA	\$20,000.00		\$	-
Fire Service 10"	EA	\$30,000.00		\$	-
Hot Tap, 8"	EA	\$3,550.00		\$	-
Hot Tap, 10"	EA	\$3,900.00		\$	-
Hot Tap, 12"	EA	\$4,750.00		\$	-
Service, 1"	EA	\$2,500.00		\$	-
Service, 2"	EA	\$3,400.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	7,600.00

TOTAL COST	\$	72,333.90
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PREPARED BY:

Dennis Armstrong

Engineer's Name & Signature

WET STAMP & DATE

Armstrong & Brooks Consulting Engineers, Inc.

Company

dennis@armstrongbrooks.com

Tel No/Email





Cash Register Receipt

City of Corona

Receipt Number
R28286

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2019-0008 Address: 1296 MAGNOLIA AV APN: 107080050			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$94,000.00
TOTAL FEES PAID BY RECEIPT: R28286			\$94,000.00

Date Paid: Tuesday, August 24, 2021

Paid By: M & D DEVELOPMENT, LLC

Cashier: ACIS

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R28287

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2019-0008 Address: 1296 MAGNOLIA AV APN: 107080050			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$47,000.00
TOTAL FEES PAID BY RECEIPT: R28287			\$47,000.00

Date Paid: Tuesday, August 24, 2021

Paid By: M & D DEVELOPMENT, LLC

Cashier: ACIS

Pay Method: BOND