

City of Corona

*400 S. Vicentia Ave.
Corona, CA 92882*

City Council Meeting Final Agenda



**CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF
CORONA/CORONA PUBLIC FINANCING AUTHORITY/CORONA UTILITY
AUTHORITY/CORONA HOUSING AUTHORITY MEETING**

**Jim Steiner, Mayor
Jacque Casillas, Vice Mayor
Tony Daddario, Council Member
Tom Richins, Council Member
Wes Speake, Council Member**

Wednesday, April 2, 2025

Closed Session Council Board Room 5:00 PM
Open Session Council Chambers 6:00 PM

1. **CONVENE CLOSED SESSION**

1.1 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9 (d)(1)
United States, et al. ex rel John Hendrix v. J-M Manufacturing Company Inc., and Formosa Plastics Corporation, U.S.A., Case No. ED CV06-00055-GW

1.2 **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8
Property: 365 N Main St (APN 119-280-060)
Agency Negotiator: Jacob Ellis, City Manager
Negotiating Party: Dalia Gadelmawla
Under Negotiation: Price & Terms of Payment

2. **INVOCATION**

The invocation may be offered by a person of any religion, faith, belief or non-belief, as well as Council Members. A list of volunteers is maintained by the City Clerk and interested persons should contact the Clerk for further information.

3. **PLEDGE OF ALLEGIANCE**

4. **CONVENE OPEN SESSION**

Individuals wishing to address the City Council are requested to complete a speaker card available at the rear of the Council Chambers. Please deliver the card to the City Clerk prior to the item being heard by the City Council or, for items not listed on the agenda, before the "Communications" section of the agenda is called. Please observe a three-minute limit for communications and please note that the Communications section of the agenda is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Once called upon to speak, you are requested to state your name and city of residence for the record.

5. **PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS**

5.1 **PROCLAMATION: DONATE LIFE MONTH**

5.2 **RECOGNITION: BORDER PICKLE BALL COURTS**

5.3 **PRESENTATION: NATIONAL MAYOR'S CHALLENGE FOR WATER CONSERVATION**

6. MEETING MINUTES

6.1 MINUTES - CITY COUNCIL MEETING MARCH 19, 2025

Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of March 19, 2025

6.2 MINUTES - SPECIAL MEETING MARCH 19, 2025

Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority Special Meeting of March 19, 2025

7. CONSENT CALENDAR

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council member or any person in attendance may request that an item be removed for further consideration.

7.1 CITY COUNCIL ADOPTION OF ORDINANCE NO. 3413, SECOND READING OF AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA

APPROVING A CHANGE OF ZONE TO CHANGE THE ZONING ON 0.86 ACRES LOCATED ON THE EAST SIDE OF PROMENADE AVENUE, APPROXIMATELY 170 FEET NORTH OF EAST SIXTH STREET, FROM C-3 (GENERAL COMMERCIAL) TO M-1 (LIGHT MANUFACTURING) (CZ2022-0004)

7.2 RESOLUTION ORDERING THE SUMMARY VACATION OF TWO EASEMENTS TRAVERSING TRACT 37030 AND TRACT 37644 LOCATED SOUTH OF EAGLE GLEN PARKWAY AND WEST OF INTERSTATE 15 IN THE BEDFORD COMMUNITY

That the City Council adopt Resolution No. 2025-018, ordering the summary vacation of the two public trail easements on Lots "C" and "F" of Tract 37030 and Lot "H" of Tract 37644.

7.3 PUBLIC IMPROVEMENT AGREEMENT, SURVEY MONUMENTATION AGREEMENT AND FINAL TRACT MAP 36634 LOCATED ON THE EASTSIDE OF HUDSON AVENUE AT POPPYSEED LANE

That the City Council:

- a. Approve the Final Map for Tentative Tract Map 36634.
- b. Authorize the City Manager, or his designee, to execute Landscape Improvement, Public Improvement, and Survey Monumentation Agreements between the City and Poppybend LLC, a California Limited Liability Company.

7.4 MAINTENANCE/GENERAL SERVICES AGREEMENTS WITH VARIOUS FIRMS FOR TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES

That the City Council:

- a. Award Request for Proposals No. 25-017SB for traffic signal maintenance and repair services to St. Francis Electric, LLC, Econolite Systems, Inc., Bear Electrical Solutions, LLC,

Crosstown Electrical & Data, Inc., and Macadee Electrical Construction.

- b. Approve the Maintenance/General Services Agreements with St. Francis Electric, LLC, Econolite Systems, Inc., Bear Electrical Solutions, LLC, Crosstown Electrical & Data, Inc., and Macadee Electrical Construction.
- c. Authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreements with St. Francis Electric, LLC., Econolite Systems, Inc., Bear Electrical Solutions, LLC, Crosstown Electrical & Data, Inc., and Macadee Electrical Construction in the amount of \$200,000 each per fiscal year for the initial contract term ending June 30, 2026, with two two-year option year renewals ending June 30, 2030.
- d. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% as authorized in Corona Municipal Code Section 3.08.060(J).
- e. Authorize the City Manager, or his designee, to issue a purchase order to St. Francis Electric, LLC., Econolite Systems, Inc., Bear Electrical Solutions, LLC, Crosstown Electrical & Data, Inc., and Macadee Electrical Construction in accordance with the duly authorized and executed agreements.

7.5 WAIVER FROM SECTION 15.48.020 OF THE CORONA MUNICIPAL CODE REQUIRING THE CONSTRUCTION OF THE MISSING PUBLIC STREET IMPROVEMENTS LOCATED AT 3980 HOWE STREET ASSOCIATED WITH THE CONSTRUCTION OF AN ACCESSORY STRUCTURE (APN 116-113-006) (APPLICANT: RICHARD DE

That the City Council waive the requirement from Section 15.48.020 of the Corona Municipal Code requiring the construction of the missing public street improvements adjacent to 3980 Howe Street.

7.6 MAINTENANCE/GENERAL SERVICES AGREEMENTS WITH SUPERIOR PAVEMENT MARKINGS, INC., AND WGJ ENTERPRISES, INC. dba PCI FOR STREET STRIPING AND PAVEMENT MARKING SERVICES

That the City Council:

- a. Award Request for Proposals No. 25-014SB for Street Striping Services to Superior Pavement Markings, Inc. and WGJ Enterprises, Inc. dba PCI for the not-to-exceed fiscal year amounts noted therein.
- b. Approve the Maintenance/General Services Agreements with Superior Pavement Markings, Inc. and WGJ Enterprises, Inc. dba PCI.
- c. Authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreements with Superior Pavement Markings, Inc., and WGJ Enterprises, Inc. dba PCI for \$200,000 each per fiscal year for the initial contract term ending June 30, 2026 with two additional two-year optional extension renewals ending June 30, 2030.
- d. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% as authorized by Corona Municipal Code Section 3.08.060(J)
- e. Authorize the City Manager, or his designee, to issue a purchase order to Superior Pavement Markings, Inc., and WGJ Enterprises Inc. dba PCI in accordance with the duly authorized and executed agreements.

7.7 CONSTRUCTION CONTRACT WITH VENTURE CONSTRUCTION & MANAGEMENT FOR THE CITY HALL VETERANS MEMORIAL IMPROVEMENTS

That the City Council:

- a. Find David Ollis Landscape Development, Inc. non-responsive to Notice Inviting Bids 25-019AT and reject all other prior bids for reasons noted in this staff report, and cancel the existing contract.
- b. Approve the Construction Contract with Venture Construction & Management for the City Hall Veterans Memorial Improvements Project Re-Bid, No. FC-2023-06, in the amount of \$488,635.
- c. Award Notice Inviting Bids 25-039AT to Venture Construction & Management, the lowest responsive, responsible bidder, for the total bid amount of \$488,635, and waive all minor irregularities in the bidding document as submitted by the said bidder.
- d. Authorize the City Manager, or his designee, to execute the Construction Contract with Venture Construction & Management in the amount of \$488,635, including any non-substantive extensions, change orders, purchase orders, and amendments up to the amount authorized by Corona Municipal Code Section 3.08.050(H) which is equivalent to 10% or \$48,863.
- e. Authorize an appropriation in the amount of \$122,414 from Measure X Fund 120 to the City Hall Veterans Memorial Improvements Project, No. FC-2023-06.

7.8 UPDATE ON CONTRACTED EMERGENCY TRANSMISSION WATER MAIN AND PARKING LOT REPAIRS AT 515 SOUTH PROMENADE AVENUE PURSUANT TO CORONA MUNICIPAL CODE SECTION 3.08.130(A)

That the City Council receive and file the update to contracted emergency transmission water main line and parking lot repairs at 515 South Promenade Avenue.

That the Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

7.9 RESOLUTION ADOPTING THE CITY'S DWELLING UNIT OCCUPANCY FACTOR ACCORDING TO SECTION 16.35.040 OF THE CORONA MUNICIPAL CODE FOR DETERMINING THE MAXIMUM AREA OF PARKLAND THAT IS REQUIRED TO BE DEDICATED FOR RESIDENTIAL SUBDIVISIONS

That the City Council approve Resolution 2025-017 establishing the dwelling unit occupancy factor based upon the 2020 U.S. Census data for determining the amount of parkland to be dedicated pursuant to Chapter 16.35 of the Corona Municipal Code.

7.10 FIRST AMENDMENT TO THE MAINTENANCE/GENERAL SERVICES AGREEMENT WITH NATIONAL CONSTRUCTION RENTALS, INC. TO INCREASE THE COMPENSATION BY \$75,000 FOR A TOTAL COMPENSATION OF \$175,000 FOR FISCAL YEAR ENDING JUNE 30, 2025

That the City Council:

- a. Approve the First Amendment to the Maintenance/General Services Agreement with National Construction Rentals, Inc. to increase the compensation by \$75,000 for total compensation of \$175,000 for the fiscal year ending June 30, 2025.
- b. Authorize the City Manager, or his designee, to execute the First Amendment to the Maintenance/General Services Agreement with National Construction Rentals, Inc. for total compensation of \$175,000 for the fiscal year ending June 30, 2025.

- c. Authorize the City Manager, or his designee, to issue a change order to Purchase Order B250278 to National Construction Rentals, Inc. in the amount of \$75,000 for a total purchase order amount of \$175,000.

8. COMMUNICATIONS FROM THE PUBLIC

Persons wishing to address the City Council are requested to state their name and city of residence for the record. This portion of the agenda is intended for general public comment only, which means it is limited to items within the subject matter jurisdiction of the City Council that are not listed on the agenda. Please note that state law prohibits the City Council from discussing or taking action on items not listed on the agenda. The City Council will appreciate your cooperation in keeping your comments brief. Please observe a three-minute limit for communications.

9. PUBLIC HEARINGS

This portion of the agenda is for advertised public hearing items where formal public testimony on each individual item is accepted prior to City Council action.

9.1 PUBLIC HEARING FOR CITY COUNCIL CONSIDERATION AND APPROVAL OF AMENDMENT NO. 1 TO THE 2024-2025 ACTION PLAN & 2022-2023 ACTION PLAN

That the City Council:

- a. Conduct a public hearing to receive comments concerning Amendment No. 1 to Program Year 2024-2025 HUD and Program Year 2022-2023 Action Plans of the HUD Consolidated Plan.
- b. Approve Amendment No. 1 to the Program Years 2024-2025 and 2022-2023 Action Plans of the HUD Consolidate Plan to cancel an activity (Program Year 2024 Victoria Park Community Center Park Improvements Project Phase III) and to transfer the funds to an existing project (Program Year 2022 Victoria Park Improvements Phase I - Splash Pad) in excess of 50% of the project's original budget.
- c. Authorize the City Manager, or his designee, to prepare and process all necessary budgetary transactions to effectuate the changes in Amendment No. 1 for the Program Years 2024-2025 and 2022-2023 Action Plans.
- d. Authorize the City Manager, or his designee, to negotiate, execute, and amend contracts with sub-recipients, developers, or professional service providers as necessary to implement CDBG funds under the approved projects identified in Amendment No. 1 to the Program Years 2024-2025 and 2022-2023.
- e. Authorize the City Manager, or his designee, to execute, amend, and submit all plans and documents necessary to administer the CDBG projects identified in Amendment No. 1 to the United States Department of Housing and Urban Development.

10. ADMINISTRATIVE REPORTS

The portion of the agenda is for Council discussion and action on staff reports and new topics that may not be routine status reports, or documents covering previous City Council action.

10.1 REQUEST BY COUNCIL MEMBER SPEAKE ASKING THE CITY COUNCIL TO CONSIDER AN UPDATE TO THE CITY'S HERITAGE INVENTORY TO INCLUDE CERTAIN COMMERCIAL STRUCTURES

That the City Council provide direction to City staff based on one of the options presented in the staff report.

10.2 REQUEST FROM COUNCIL MEMBER SPEAKE FOR PROPOSED IMPROVEMENTS TO THE MAGNOLIA AVENUE AND EL SOBRANTE ROAD INTERSECTION

That the City Council:

- a. Approve staff's recommendation to implement the short-term plan of crosswalk removal at El Sobrante Road in the interest of removing disruptions to the corridors signal coordination.
- b. Provide feedback and direction on the proposed long-term treatments, perform detailed traffic studies to quantify the impacts of these proposed treatments, and prepare a future presentation to discuss conceptual alternatives and study results for the proposed long-term reconfigurations of the intersection of Magnolia at El Sobrante.

10.3 ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE

That the City Council receive an update and provide feedback on the implementation of the Economic Development Strategic Plan.

10.4 APPROVAL OF RESOLUTION 2025-020, A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CORONA ESTABLISHING ITS INTENTION TO AMEND ITS AGREEMENT WITH CALPERS

That the City Council:

- a. Adopt Resolution No. 2025-020, the intention to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the City Council of the City of Corona.
- b. Introduce, by title only, and waive full reading of consideration of Ordinance No. 3414, first reading of an ordinance authorizing an amendment to the contract between the City Council of the City of Corona, and the Board of Administration of the California Public Employees' Retirement System.

11. LEGISLATIVE MATTERS

The portion of the agenda is for proposed ordinances presented for the City Council's consideration.

12. REPORTS FROM BOARDS AND COMMISSIONS

This portion of the agenda lists items from Commissions and Boards from the City Council, Commissioners, and Staff.

12.1 Library Board of Trustees

12.2 Planning & Housing Commission

12.2.a STAFF REPORT - CONDITIONAL USE PERMIT 2023-0015

CONDITIONAL USE PERMIT 2023-0015 FOR THE ESTABLISHMENT OF A RELIGIOUS FACILITY (MOSQUE) WITHIN AN EXISTING 4,330 SQUARE-FOOT RESIDENTIAL DWELLING, ON 1.37 ACRES LOCATED AT 2460 SOUTH MAIN STREET IN THE R-1-

8.4, SINGLE FAMILY RESIDENTIAL, ZONE (APPLICANT: ALI RAZA RIZVI, Sajjadia Islamic Society)

That the City Council:

- a. Take no action, thereby affirming the Planning and Housing Commission's action granting CUP2023-0015, based on the finding contained in the staff report and conditions of approval. OR
- b. Set the item for review at a subsequent meeting.

12.3 Parks & Recreation Commission

12.4 Regional Meetings

- 12.4.a UPDATE FROM COUNCIL MEMBER WES SPEAKE ON THE CAL CITIES HOUSING, COMMUNITY, AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING OF MARCH 27, 2025

13. CITY ATTORNEY'S REPORTS AND COMMENTS

14. CITY MANAGER'S REPORTS AND COMMENTS

15. CITY COUNCIL MEMBERS' REPORTS AND COMMENTS

16. FUTURE AGENDA ITEMS

This portion of the agenda is for items requested by the Mayor, Council Members or Staff for consideration at a future meeting. No immediate action is taken on Future Agenda Items; this section serves to highlight topics that will be considered at upcoming meetings. Council action on items that have appeared in this section takes place under Administrative Reports, when accompanied by a staff report.

- 16.1 MCKINLEY GRADE SEPARATION UPDATE (STAFF) APRIL 16, 2025
- 16.2 AUTOMATIC GATES AT PARKS (STAFF) APRIL 16, 2025
- 16.3 HISTORIC CIVIC CENTER (HCC) OPERATIONS PLAN (STAFF) APRIL/MAY
- 16.4 SKYLINE MASTER PLAN (STAFF) APRIL/MAY
- 16.5 HERITAGE ROOM POLICY UPDATES (STAFF) APRIL/MAY
- 16.6 CORPORATE AND COMMUNITY GIVING POLICY (STAFF) MAY 7, 2025
- 16.7 INCLUSIONARY HOUSING ORDINANCE (W. SPEAKE) – JUNE/JULY
- 16.8 FUTURE CIP FOR DEDICATED RIGHT TURN LANE FOR WB BEDFORD TO CAJALCO (W. SPEAKE) TBD
- 16.9 WRCRWA REPRESENTATIVE CHANGE (W. SPEAKE) – TBD
- 16.10 UPDATE CMC 9.52.030, NO EXCEPTION - CERTAIN CCW PERMITS (T. DADDARIO) TBD
- 16.11 FEATHER FLAG PERMIT AMENDMENTS (W. SPEAKE) TBD

- 16.12 EXPLORE CMC ORDINANCE CHANGES TO SET TIME LIMITS FOR SPECIFIC FOR TEMPORARY FENCING AND BOARDED UP WINDOWS (W. SPEAKE) TBD
- 16.13 EXPLORE CORDON PRICING OF THE FOOTHILL CORRIDOR TO DETER CUT THROUGH TRAFFIC (W. SPEAKE) TBD
- 16.14 REVIEW/AMEND SECTION 17.63.120 ALTERATION, RELOCATION OR DEMOLITION OF HISTORIC RESOURCES, SPECIFICALLY (D)(6) (W. SPEAKE) TBD

17. **ADJOURNMENT**

The next regular meeting of the City Council is scheduled for April 16, 2025 or thereafter as noted on the posted agenda for closed session items in the City Council Board Room followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted agenda in the City Council Chambers.

This meeting is being conducted in person as well as via teleconference. For members of the public wishing to submit written comments, please email comments to the City Clerk at CityClerk@CoronaCA.gov prior to the City Council meeting and your comments will be made part of the official record of proceedings.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the ADA Coordinator at (951) 736-2235. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Meeting is Being Recorded.



Wyland National Mayor's Challenge for Water Conservation

Kathlyn Meadors

Sustainability Supervisor

Why the Wyland Mayor's Challenge?

01

A Great Initiative

A national initiative that unites cities to conserve water and promote sustainable practices.

02

Water Matters to our City

Water is Corona's precious resource; conservation ensures future availability.

03

A Unique Opportunity

Our City has the chance to lead by example, gain recognition and engage our residents in meaningful change.

04

Friendly Competition

Encourages friendly competition among communities for a healthier planet.

MYWATERPLEDGE.COM

Take the Wyland National Mayor's Challenge for Water Conservation, **April 1-30**

WIN \$3000
for home utilities
and thousands in prizes
for students at area
schools!

**SPREAD THE WORD ON SIMPLE WAYS TO SAVE WATER
AND CLEAN UP OUR COMMUNITIES**

It's fun, free and easy. Simply choose an action to take on behalf of your city at mywaterpledge.com

Here With You: Every Day, Every Drop

The Mayor is the face of this initiative, encouraging residents to take the pledge.



Driving Awareness

Utilize public platforms, events, and social media to amplify the message of water conservation.



Leading by Example

Showcase the City's efforts to conserve water & highlight examples of City-led programs that align with the goals of the challenge



Strengthening Corona Pride

Create a sense of unity and collective purpose among residents by rallying them for the cause.

What's Next?

01 Let's Sign Up!

The Mayor will sign up [Wyland National Mayor's Challenge For Water Conservation - Wyland Foundation](#)

02 Let's Promote the Challenge!

Send out email to customers and social media with a video from the Mayor, bill messaging, and a QR code on promotion posters at Customer Service, City Hall and Libraries.

03 Let's Sign Up Residents in Person

Encourage residents to sign up to take the pledge at City hosted events.

Help them sign up using their phones or they can sign up using our laptop onsite.



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City of Corona

<https://www.coronaca.gov>

City of Corona | Home



Let the Challenge begin!

We are Bold

We are Humble

We are Driven

We are Honest

We are Kind

We are a Team

Of Course, We're Corona!

Questions?

Email kathlyn.Meadors@CoronaCA.gov



DRAFT

City of Corona
City Council Minutes

Wednesday, March 19, 2025, 6:30 p.m.
Closed Session- Council Board Room

Council Present: Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, Wes Speake

1. CONVENE CLOSED SESSION

Closed Session Convened at 4:35 p.m. for the purposes listed below. Present were Mayor Steiner, Vice Mayor Casillas, Council Member Daddario, Council Member Richins, and Council Member Speake. Closed Session adjourned at 5:30 p.m.

1.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8
Property: 117-143-009, 117-143-036, 117-143-018, 117-143-017
Agency Negotiator: Jacob Ellis, City Manager
Negotiating Parties: Frank Torres, Moses and Danny Cortez, Mowbray Hagan, David Pathe
Under Negotiation: Price and Terms of Payment

1.2 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(4) Initiation of Litigation - One Case

1.3 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)
Possible initiation of litigation: (1 potential case) (KOA Corporation/Lochner billing dispute)

2. INVOCATION - Pastor Shannon Scott, Grace Baptist Church

The Invocation was led by Pastor Shannon Scott.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Pastor Shannon Scott.

4. CONVENE OPEN SESSION

Mayor Steiner called the meeting to order at 6:30 p.m.

5. PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS

5.1 PRESENTATION: HOMELESSNESS IN CORONA UPDATE

Karen Roper, Housing & Homeless Solutions Manager, and Chief Newman provided an update.

5.2 PRESENTATION: DOWNTOWN REVITALIZATION PLAN UPDATE

Joel Belding, Economic Development Director, provided an update.

Joe Morgan, resident, addressed the Council to provide comments regarding the South Mall parking lot.

6. MEETING MINUTES

6.1 MINUTES - CITY COUNCIL MEETING MARCH 5, 2025

Approval of Minutes for the City Council, Successor Agency to the Redevelopment Agency of the City of Corona, Corona Public Financing Authority, Corona Utility Authority, Corona Housing Authority City Council Meeting of March 5, 2025.

Moved by: Wes Speake

Seconded by: Tom Richins

That the City Council approve the Meeting Minutes.

Aye (5): Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, and Wes Speake

MotionAPPROVED (5 to 0)

7. CONSENT CALENDAR

The Consent Calendar was approved with the exception of Items 7.8, 7.9 and 7.12, which were voted on separately.

Moved by: Wes Speake

Seconded by: Tom Richins

Aye (5): Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, and Wes Speake

MotionAPPROVED (5 to 0)

7.1 CITY COUNCIL ADOPTION OF ORDINANCE NO. 3412, SECOND READING OF AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA

THIS ORDINANCE WAS ADOPTED.

7.2 CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, AND CORONA HOUSING AUTHORITY TO RECEIVE AND FILE THE MONTHLY INVESTMENT PORTFOLIO REPORT FOR JANUARY 2025

THIS FINANCIAL REPORT WAS RECEIVED AND FILED.

That the City Council receive and file the monthly investment portfolio report for January 2025.

7.3 CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CORONA, CORONA PUBLIC FINANCING AUTHORITY, CORONA UTILITY AUTHORITY, AND CORONA HOUSING AUTHORITY TO RECEIVE AND FILE THE MONTHLY FISCAL REPORT FOR JANUARY 2025

THIS FINANCIAL REPORT WAS RECEIVED AND FILED.

That the City Council receive and file the monthly fiscal report for January 2025.

7.4 2024 ANNUAL PROGRESS REPORT FOR THE GENERAL PLAN AND HOUSING ELEMENT, FOR SUBMITTAL TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE GOVERNOR'S OFFICE OF LAND USE AND CLIMATE INNOVATION

THIS ITEM WAS APPROVED.

That the City Council accept the General Plan and Housing Element Annual Progress Report to be submitted to the California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation, for the 2024 calendar year.

That the Corona Housing Authority accept and to the extent necessary, direct that the City Council take the above actions.

7.5 COOPERATIVE AGREEMENT BETWEEN THE CITY OF CORONA, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, AND CORONA 4 LAND, LLC FOR THE PROPOSED STORM DRAIN BOX EXTENSION UNDERNEATH CORONA AVENUE AND INTERSTATE 15 (APPLICANT: CORONA 4 LAND LLC)

THIS ITEM WAS APPROVED.

That the City Council:

- a. Approve the Cooperative Agreement between the City of Corona, the Riverside County Flood Control and Water Conservation District and Corona 4 Land, LLC, for the storm drain facilities improvement project.
- b. Authorize the City Manager, or his designee, to execute the Cooperative Agreement between the City of Corona, the Riverside County Flood Control and Water Conservation District and Corona 4 Land, LLC, for the storm drain facilities and related maintenance access roads associated with Tract Map 35851.

7.6 PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT OF \$269,750 FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE CAJALCO INDUSTRIAL PROJECT PROPOSED BY SHEA PROPERTIES (RFP 25-020AT)

THIS ITEM WAS APPROVED.

That the City Council:

- a. Award the Request for Proposal 25-020AT to Kimley-Horn and Associates, Inc. for the preparation of an Environmental Impact Report for the Cajalco Industrial Project.
- b. Approve the Professional Services Agreement with Kimley-Horn and Associates, Inc. in the amount of \$269,750 for a two-year term beginning in Fiscal Year 2025 with one optional one-year extension.
- c. Authorize the City Manager, or his designee, to execute the Professional Services Agreement and to negotiate and execute any non-substantive extensions, change orders, purchase orders, and amendments up to the lesser amount of either \$100,000 or 10% of the original contract amount as authorized in Corona Municipal Code Section [3.08.070\(l\)](#).
- d. Authorize an appropriation in the amount of \$323,700 to the Planning and Development Department operating budget and increase revenue estimates by the same amount in the General Fund for the preparation of the Environmental Impact Report for the Cajalco Industrial Project and for City staff time on managing and reviewing the EIR.

7.7 RESOLUTION ACKNOWLEDGING THE SUBMISSION AND PUBLIC RELEASE OF CORONA POLICE DEPARTMENT 2024 ANNUAL MILITARY EQUIPMENT REPORT AND RENEWING ORDINANCE NO. 3347

THIS RESOLUTION WAS ADOPTED.

That the City Council approve the attached resolution acknowledging the submission and public release of the Corona Police Department 2024 Annual Military Equipment Report (Policy 709 and AB 481) and renewing Ordinance No. 3347 which adopted Policy 709.

7.8 CITY COUNCIL CONSIDERATION OF A SUBLEASE AGREEMENT BETWEEN CORONA EXECUTIVE HANGARS AND ALVAREZ CUSTOM COVERS TO OPERATE AN INTERIOR UPHOLSTERY FABRICATION AND INSTALLATION BUSINESS AT THE CORONA MUNICIPAL AIRPORT

Council Member Daddario had inquiries and Joel Belding, Economic Development Director, provided clarification.

Moved by: Tom Richins

Seconded by: Tony Daddario

- a. Approve a Sublease Agreement between Corona Executive Hangars and Alvarez Custom Covers.
- b. Recommend to the U.S. Army Corps of Engineers (USACOE) approval of the request by Corona Executive Hangars to permit Alvarez Custom Covers to establish this business at the Corona Municipal Airport.

Aye (5): Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, and Wes Speake

MotionAPPROVED (5 to 0)

7.9 CITY COUNCIL CONSIDERATION OF A SUBLEASE AGREEMENT BETWEEN CW TRANSPORTATION AND BARNSTORMERS BIPLANE RIDES TO OPERATE AN AERIAL TOUR AND FLIGHT EXPERIENCE BUSINESS AT THE CORONA MUNICIPAL AIRPORT

Council Member Speake expressed his excitement for the proposed item.

Moved by: Wes Speake

Seconded by: Tom Richins

- a. Approve a Sublease Agreement between CW Transportation and Barnstormers Biplane Rides.
- b. Recommend to the U.S. Army Corps of Engineers (USACOE) approval of the request by CW Transportation to permit Barnstormers Biplane Rides to establish this business at the Corona Municipal Airport.

Aye (5): Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, and Wes Speake

MotionAPPROVED (5 to 0)

7.10 CHANGE ORDER WITH CORE-ROSION PRODUCTS FOR AS-NEEDED CHEMICAL TANK PURCHASES

THIS ITEM WAS APPROVED.

That the City Council authorize the City Manager, or his designee, to execute a change order to the purchase order with Core-Rosion Products, in the amount of \$100,000 for an annual purchase amount of \$200,000 per fiscal year beginning Fiscal Year 2025 and for subsequent years, including non-substantive extensions, change orders and amendments up to 10% or \$20,000, as authorized in Corona Municipal Code [Section 3.08.080\(I\)](#).

That the Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions

7.11 THIRD AMENDMENT TO THE MAINTENANCE/GENERAL SERVICES AGREEMENT WITH GENUINE PARTS COMPANY (DBA NAPA AUTO PARTS)

THIS ITEM WAS APPROVED.

That the City Council:

- a. Approve the Third Amendment to the Maintenance/General Services Agreement with Genuine Parts Company (DBA NAPA Auto Parts).

DRAFT

- b. Authorize the City Manager, or his designee, to execute the Third Amendment to the Maintenance/General Services Agreement with Genuine Parts Company (DBA NAPA Auto Parts) for \$575,000 per fiscal year for the initial contract term ending December 3, 2028.
- c. Authorize the City Manager, or his designee, to execute three additional one-year Amendments to the Maintenance/General Services Agreement with Genuine Parts Company (DBA NAPA Auto Parts) in conjunction with Sourcewell.
- d. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% or \$57,500 as authorized in Corona Municipal Code Section [3.08.060\(J\)](#).
- e. Make a determination under Corona Municipal Code Section [3.08.140\(C\)](#) that competitive bidding has been satisfied for this purchase based upon the reasons provided in this agenda report.
- f. Authorize the City Manager, or his designee, to issue a purchase order to Genuine Parts Company (DBA NAPA Auto Parts) for \$575,000 per fiscal year through December 3, 2028.

7.12 MAINTENANCE/GENERAL SERVICES AGREEMENT WITH INNOVATIVE DESIGN AND SHEET METAL PRODUCTS, INC., (DBA INNOVATIVE EMERGENCY EQUIPMENT) FOR UPFITTING OF POLICE VEHICLES AND AS-NEEDED FOR OTHER DEPARTMENT'S VEHICLES

Council Member Daddario had inquiries and Savat Khamphou, Public Works Director, provided clarification.

Moved by: Tom Richins

Seconded by: Wes Speake

That the City Council:

- a. Approve the Maintenance/General Services Agreement with Innovative Design and Sheet Metal Products, Inc., (DBA Innovative Emergency Equipment).
- b. Authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreement with Innovative Design and Sheet Metal Products, Inc. (DBA Innovative Emergency Equipment) for \$650,000 per fiscal year for the initial contract term ending September 30, 2029.

- c. Authorize the City Manager, or his designee, to negotiate and execute any non-substantive extensions, change orders, and amendments up to 10% or \$65,000 as authorized in Corona Municipal Code Section [3.08.060\(J\)](#).
- d. Make a determination under Corona Municipal Code Section [3.08.140\(C\)](#) that competitive bidding has been satisfied for this purchase based upon the reasons provided in this agenda report.
- e. Authorize the City Manager, or his designee, to issue a purchase order for Innovative Emergency Equipment for \$650,000 per fiscal year through September 30, 2029.

Aye (5): Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, and Wes Speake

Motion APPROVED (5 to 0)

7.13 MAINTENANCE/GENERAL SERVICES AGREEMENT WITH PROFESSIONAL METERS, INC. FOR THE INSTALLATION OF ADVANCED METERING INFRASTRUCTURE METERS

THIS ITEM WAS APPROVED.

That the City Council:

- a. Approve the Maintenance/General Services Agreement with Professional Meters, Inc. for installing Advanced Metering Infrastructure meters, the lowest responsive, responsible bidder, and waive all minor irregularities in the bidding document as submitted by said bidder.
- b. Authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreement with Professional Meters, Inc., in the amount of \$6,494,405 and to negotiate and execute any non-substantive extensions, purchase orders, change orders, and amendments up to 10% of the total contract cost or \$649,440.
- c. Authorize an appropriation of \$3,520,797 from the Water Utility Fund 570 and \$125,568 from the Reclaimed Water Utility Fund 567 to the Citywide AMI Meter Replacement Capital Improvement Project No. UT-2022-03.
- d. Authorize an appropriation of \$1,497,480 from the Water Utility Fund 570 to a new Operating and Maintenance Project titled Lead or Copper Service Line audit.

That the Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

7.14 WAIVER FROM CORONA MUNICIPAL CODE SECTION 15.60.080 ON THE UNDERGROUNDING OF EXISTING OVERHEAD UTILITY WIRES LOCATED

IN THE REAR YARD OF 912 BEVERLY ROAD (APPLICANT: JAVIER VILLANUEVA)

THIS ITEM WAS APPROVED.

That the City Council waive the requirement from CMC Section 15.60.080 requiring the existing overhead utility wires located in the rear yard of 912 Beverly Road to be relocated underground.

7.15 NOTIFICATION OF CONTRACTED EMERGENCY TRANSMISSION WATER MAIN AND PARKING LOT REPAIRS AT 515 SOUTH PROMENADE AVENUE PURSUANT TO CORONA MUNICIPAL CODE 3.08.130(A)

THIS ITEM WAS APPROVED.

That the City Council receive and file the notification of contracted emergency transmission water main line and parking lot repairs at 515 South Promenade Avenue.

That the Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

7.16 AUTHORIZE THE LRM DEPT TO PRE-ADVERTISE AND BEGIN RECRUITMENT FOR A SENIOR DEPUTY CITY ATTORNEY POSITION TO BE ADDED IN JULY 2025

THIS ITEM WAS APPROVED.

That the City Council authorize the LRM Department, as part of its succession planning efforts, to pre-advertise and begin recruitment for a Senior Deputy City Attorney position to be added in July 2025 (FY2026), so long as any advertisement and hiring decision is expressly contingent upon City Council approval of a FY 2026 budget that includes the position.

8. COMMUNICATIONS FROM THE PUBLIC

Don Fuller, resident, addressed the Council to announce the upcoming Town Hall with Representative Ro Khanna at Norco College on March 23, 2025.

9. PUBLIC HEARINGS

9.1 GENERAL PLAN AMENDMENT 2022-0004 TO CHANGE THE LAND USE DESIGNATION OF A 0.86-ACRE PARCEL FROM GENERAL COMMERCIAL TO LIGHT INDUSTRIAL, LOCATED ON THE EAST SIDE OF PROMENADE AVENUE, APPROXIMATELY 170 FEET NORTH OF EAST SIXTH STREET (APN 115-210-032)

Mayor Steiner opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received from the public. Mayor Steiner closed the Public Hearing.

Moved by: Wes Speake
Seconded by: Jacque Casillas

That the City Council:

- a. Approve General Plan Amendment GPA2022-0004, as recommended by the Planning and Housing Commission and adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.
- b. Adopt Resolution No. 2025-012 tentatively approving an amendment to the City's General Plan to change the land use designation on 0.86 acres located on the east side of Promenade Avenue, approximately 170 feet north of East Sixth Street, from General Commercial to Light Industrial as part of Cycle 2 of the General Plan Amendment for calendar year 2025 (GPA 2022-004).

Aye (5): Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, and Wes Speake

MotionAPPROVED (5 to 0)

9.2 CHANGE OF ZONE 2022-0004 TO CHANGE THE ZONING OF A 0.86-ACRE PARCEL FROM GENERAL COMMERCIAL TO LIGHT MANUFACTURING, LOCATED ON THE EAST SIDE OF PROMENADE AVENUE, APPROXIMATELY 170 FEET NORTH OF EAST SIXTH STREET (APN 115-210-032)

Mayor Steiner opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received from the public. Mayor Steiner closed the Public Hearing.

Moved by: Tom Richins

Seconded by: Wes Speake

That the City Council:

- a. Approve Change of Zone 2022-0004, as recommended by the Planning and Housing Commission.
- b. Introduce, by title only, and waive full reading of consideration of Ordinance No. 3413, first reading of an ordinance approving a change of zone to change the zoning on 0.86 acres located on the east side of Promenade Avenue, approximately 170 feet north of East Sixth Street, from C-3 (General Commercial) to M-1 (Light Manufacturing) (CZ2022-004).

Aye (5): Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, and Wes Speake

MotionAPPROVED (5 to 0)

9.3 GENERAL PLAN AMENDMENT 2024-0002 TO REVISE THE CITYWIDE ROADWAY PLAN WITHIN THE CIRCULATION ELEMENT OF THE GENERAL PLAN TO REFLECT A CHANGE IN THE ROADWAY CLASSIFICATION FOR A PORTION OF WEST ONTARIO AVENUE

Mayor Steiner opened the Public Hearing. Sylvia Edwards, City Clerk, stated there was no correspondence received from the public. Mayor Steiner closed the Public Hearing.

Moved by: Wes Speake
Seconded by: Jacque Casillas

That the City Council:

- a. Approve General Plan Amendment 2024-0002 as recommended by the Planning and Housing Commission, based on the findings contained in the staff report and adopt the Addendum to the certified General Plan Environmental Impact Report (SCH# 2018081039) pursuant to Section 15164 of the State CEQA Guidelines.
- b. Approve Resolution No. 2025-014 tentatively approving an amendment to the City's General Plan to revise the citywide roadway plan within the Circulation Element to change the roadway classification for a portion of West Ontario Avenue from Major Arterial 4 Lane to Major Arterial 6 Lane and to revise the Public Safety Element to update the definition and description of the City's Local Hazard Mitigation Plan approving General Plan Amendment 2024-0002 as part of Cycle 2 of the General Plan Amendment for 2025 (GPA2024-0002).

Aye (5): Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, and Wes Speake

Motion APPROVED (5 to 0)

10. ADMINISTRATIVE REPORTS

10.1 **FEEDBACK AND DIRECTION ON COUNCIL MEMBER DADDARIO'S REQUEST FOR A CITY LOGO USAGE POLICY FOR YOUTH SPORTS ORGANIZATIONS**

Tala Qasqas, City Management Fellow, provided a report.

The Council provided comments and had inquiries.

That the City Council provide feedback and direction on a logo usage policy for youth sports organizations.

10.2 **RESOLUTION APPROVING CYCLE 2 OF THE GENERAL PLAN AMENDMENTS FOR 2025 TO INCLUDE GENERAL PLAN AMENDMENTS 2022-0004 AND 2024-0002 TO AMEND CERTAIN ELEMENTS OF THE GENERAL PLAN (APPLICANT: CITY OF CORONA)**

Joanne Colleta, Planning and Development Director, provided an update.

Council Member Speake thanked staff for their work.

Moved by: Wes Speake
Seconded by: Tony Daddario

That the City Council adopt Resolution No. 2025-015 approving GPA2022-0004 and GPA2024-0002, amendments to the City's General Plan as Cycle 2 of General Plan Amendments for 2025.

11. LEGISLATIVE MATTERS

None.

12. REPORTS FROM BOARDS AND COMMISSIONS

12.1 Library Board of Trustees

None.

12.2 Planning & Housing Commission

None.

12.3 Parks & Recreation Commission

None.

12.4 Regional Meetings

- 12.4.a UPDATE FROM COUNCIL MEMBER WES SPEAKE ON THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) TRANSPORTATION COMMITTEE MEETING OF MARCH 6, 2025

Council Member Speake provided an update.

- 12.4.b UPDATE FROM WES SPEAKE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEETING OF MARCH 12, 2025

Council Member Speake provided an update.

- 12.4.c UPDATE FROM VICE MAYOR CASILLAS ON THE CAL CITIES RIVERSIDE COUNTY DIVISION GENERAL MEMBERSHIP MEETING OF MARCH 10, 2025

Vice Mayor Casillas provided an update.

13. CITY ATTORNEY'S REPORTS AND COMMENTS

None.

14. CITY MANAGER'S REPORTS AND COMMENTS

None.

15. CITY COUNCIL MEMBERS' REPORTS AND COMMENTS

Council Member Speake provided a brief overview of the email he received from South Coast Air Quality Management District AQMD.

16. FUTURE AGENDA ITEMS

16.1 (NEW) UPDATE CMC 9.52.030, NO EXCEPTION - CERTAIN CCW PERMITS (T. DADDARIO) TBD

The consensus of the Council was to bring back to a future meeting.

The following residents addressed the Council and expressed their concerns with the proposed item: Maddie Paxton and Joe Morgan.

16.2 (NEW) FEATHER FLAG PERMIT AMENDMENTS (W. SPEAKE) TBD

DRAFT

The consensus of the Council was to bring back to a future meeting.

Joe Morgan, resident, addressed the Council and expressed his concerns with the proposed item.

16.3 (NEW) EXPLORE CMC ORDINANCE CHANGES TO SET TIME LIMITS FOR SPECIFIC FOR TEMPORARY FENCING AND BOARDED UP WINDOWS (W. SPEAKE) TBD

The consensus of the Council was to bring back to a future meeting.

16.4 (NEW) EXPLORE CORDON PRICING OF THE FOOTHILL CORRIDOR TO DETER CUT THROUGH TRAFFIC (W. SPEAKE) TBD

The consensus of the Council was to bring back to a future meeting.

16.5 (NEW) REVIEW/AMEND SECTION 17.63.120 ALTERATION, RELOCATION OR DEMOLITION OF HISTORIC RESOURCES, SPECIFICALLY (D)(6) (W. SPEAKE) TBD

The consensus of the Council was to bring back to a future meeting.

Joe Morgan, resident, addressed the Council to provide comments regarding 165 Main Street.

16.6 AUTOMATIC GATES AT PARKS (STAFF) MARCH/APRIL

16.7 ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE (STAFF) APRIL 2, 2025

16.8 OPERATIONAL IMPROVEMENTS AT MAGNOLIA AVE AND EL SOBRANTE (W. SPEAKE) APRIL 2, 2025

16.9 MCKINLEY GRADE SEPARATION UPDATE (STAFF) APRIL 16, 2025

16.10 HISTORIC CIVIC CENTER (HCC) OPERATIONS PLAN (STAFF) APRIL/MAY

16.11 SKYLINE MASTER PLAN (STAFF) APRIL/MAY

16.12 HERITAGE ROOM POLICY UPDATES (STAFF) APRIL/MAY

16.13 CORPORATE AND COMMUNITY GIVING POLICY (STAFF) MAY 7, 2025

16.14 INCLUSIONARY HOUSING ORDINANCE (W. SPEAKE) – TBD

16.15 UPDATE TO THE HISTORIC RESOURCES INVENTORY (W. SPEAKE) TBD

16.16 FUTURE CIP FOR DEDICATED RIGHT TURN LANE FOR WB BEDFORD TO CAJALCO (W. SPEAKE) TBD

16.17 WRCRWA REPRESENTATIVE CHANGE (W. SPEAKE) – TBD

17. ADJOURNMENT

The next scheduled meeting of the Council is on April 2, 2025. Mayor Steiner announced that starting April 2025, the City Council Meetings will start at 6:00 p.m. He adjourned the meeting at 8:40 p.m.



DRAFT

City of Corona
City Council Minutes

Wednesday, March 19, 2025, 4:30 p.m.
Council Board Room

Council Present: Jim Steiner, Jacque Casillas, Tony Daddario, Tom Richins, Wes Speake

1. **CONVENE CLOSED SESSION**

Closed Session Convened at 4:35 p.m. for the purposes listed below. Present were Mayor Steiner, Vice Mayor Casillas, Council Member Daddario, Council Member Richins, and Council Member Speake.

2. **COMMUNICATION FROM THE PUBLIC**

None.

3. **AGENDA ITEMS**

3.1 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

4. **ADJOURNMENT**

The next scheduled meeting of the Council is on March 19, 2025 at 6:30 p.m. Mayor Steiner adjourned the meeting at 5:30 p.m.



STAFF REPORT

DATE: 03/19/2025
TO: Honorable Mayor and City Council Members
FROM: Planning and Development Department

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

CHANGE OF ZONE 2022-0004 TO CHANGE THE ZONING OF A 0.86-ACRE PARCEL FROM GENERAL COMMERCIAL TO LIGHT MANUFACTURING, LOCATED ON THE EAST SIDE OF PROMENADE AVENUE, APPROXIMATELY 170 FEET NORTH OF EAST SIXTH STREET (APN 115-210-032) (APPLICANT: NETZER ADMATI & JOHNNY GREER)

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve Change of Zone 2022-0004 (CZ2022-0004) changing the zoning of a vacant 0.86 acres from C-3 (General Commercial) to M-1 (Light Manufacturing) to facilitate the development of an industrial building. The project site is located on Promenade Avenue, just north of Sixth Street, and is adjacent to other properties also zoned M-1.

RECOMMENDED ACTION:

That the City Council:

- a. Approve Change of Zone 2022-0004, as recommended by the Planning and Housing Commission.
- b. Introduce, by title only, and waive full reading of consideration of Ordinance No. 3413, first reading of an ordinance approving a change of zone to change the zoning on 0.86 acres located on the east side of Promenade Avenue, approximately 170 feet

north of East Sixth Street, from C-3 (General Commercial) to M-1 (Light Manufacturing) (CZ2022-004).

BACKGROUND & HISTORY:

CZ2022-0004 intends to facilitate the construction of a new, 9,500 square-foot industrial building on the project site. The applicant is also processing a concurrent General Plan Amendment 2022-0004 (GPA2022-0004) to change the land use designation on the project site from GC (General Commercial) to LI (Light Industrial), allowing the proposed zoning of M-1 to be consistent with the General Plan. GPA2022-0004 must first be approved before the approval of CZ2022-0004.

ANALYSIS:

The project site is adjacent to the M-1 zone to the north and east, and the C-3 zone to the south. Promenade Avenue abuts the project site to the west with the M-2 (General Manufacturing) zone located beyond.

Per Chapter 17.44, Industrial Zones, of the CMC, the M-1 zone is intended for light manufacturing and industrial uses, and its purpose is to provide for manufacturing uses that are generally passive. The proposed M-1 zone would allow for the project site to be developed for light industrial and manufacturing uses as per the Permitted Land Uses table under Section 17.44.030 of the Corona Municipal Code. Examples of permitted uses in this zone include food processing facilities, furniture manufacturing, general offices, print shops, research and development, and warehousing.

The project site would take vehicular access from Promenade Avenue, which is classified by the General Plan as a secondary four-lane road which is designed to accommodate the level of services typically associated with industrial developments. Therefore, the M-1 zone would be compatible with the industrial and commercial uses in the area and would be appropriate for the project site.

FINANCIAL IMPACT:

The applicant paid the application processing fee of \$6,359.28 to cover the cost of the Change of Zone.

ENVIRONMENTAL ANALYSIS:

Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City’s Local Guidelines, a Mitigated Negative Declaration (MND) was prepared for the project because the Initial Study identified that the project’s potentially significant effects to the environment are capable of being mitigated to less than significant. Therefore, based on the project mitigation measures identified in the MND, there is no substantial evidence, in light of the whole record before the city, that the project may have a significant or potentially significant effect on the environment.

PLANNING AND HOUSING COMMISSION ACTION:

At its meeting on February 24, 2025, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Vernon/Woody) and carried unanimously that the Planning and Housing Commission recommend approval of CZ2022-0004 to the City Council, based on the findings contained in the staff report. The minutes of the Planning and Housing Commission are included as Exhibit 5.

PREPARED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Ordinance No. 3413
2. Exhibit 2 – Locational and zoning map
3. Exhibit 3 – Proposed Change of Zone
4. Exhibit 4 – Planning and Housing Commission staff report
5. Exhibit 5 – Draft minutes of the Planning and Housing Commission meeting of February 24, 2025

ORDINANCE NO. 3413

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA APPROVING A CHANGE OF ZONE TO CHANGE THE ZONING ON 0.86 ACRES LOCATED ON THE EAST SIDE OF PROMENADE AVENUE, APPROXIMATELY 170 FEET NORTH OF EAST SIXTH STREET, FROM C-3 (GENERAL COMMERCIAL) TO M-1 (LIGHT MANUFACTURING) (CZ2022-0004).

WHEREAS, on February 24, 2025, the Planning and Housing Commission of the City of Corona (“Planning Commission”) conducted a duly noticed public hearing and recommended that the City Council of the City of Corona (“City Council”) approve a change of zone (“Change of Zone”) from C-3 (General Commercial) to M-1 (Light Manufacturing) for the parcel identified as Assessor Parcel Number (“APN”) 115-210-032 and totaling approximately 0.86 acres located on the east side of Promenade Avenue, approximately 170 feet north of East Sixth Street (“Subject Property”) to facilitate the construction of a new, 9,500 square-foot industrial building (CZ2022-0004); and

WHEREAS, in connection with the approval of CZ2022-0004, an amendment to the City’s General Plan to change the land use designation on the Subject Property from General Commercial to Light Industrial, which is being reviewed concurrently with this Change of Zone, the City Council approved a Mitigated Negative Declaration (“MND”) and Mitigation Monitoring and Reporting Program, which were prepared pursuant to California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”), the State CEQA Guidelines and the City of Corona Local CEQA Guidelines and which included an analysis of the environmental impacts of this Change of Zone. The MND indicated that all potential environmental impacts from this Change of Zone were less than significant or could be mitigated to a less-than-significant level; and

WHEREAS, the Planning Commission based its recommendation to approve the Change of Zone on certain conditions of approval and the findings set forth below; and

WHEREAS, on March 19, 2025, the City Council conducted a duly noticed public hearing at which all persons wishing to testify in connection with the Change of Zone were heard and the Change of Zone was comprehensively reviewed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA, DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings. As the decision-making body for this Change of Zone, the City Council has reviewed and considered the information contained in the MND, the initial study and the administrative records for this Change of Zone, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND, the initial study and the administrative record, including all written and oral evidence

presented to the City Council, the City Council finds that all environmental impacts of this Change of Zone are either less-than-significant or can be mitigated to a level of less-than-significance pursuant to the mitigation measures outlined in the MND, the Mitigation Monitoring and Reporting Program, and the initial study.

SECTION 2. Change of Zone Findings. Pursuant to Corona Municipal Code (“CMC”) section 17.104.120 and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby makes and adopts the following findings:

A. This proposed Change of Zone is in conformity with the General Plan map and text for the following reasons:

(i) CZ2022-0004 is consistent with companion application General Plan Amendment GPA2022-0004 which proposes to amend the General Plan land use designation for the Subject Property from GC (General Commercial) to LI (Light Industrial) to establish consistency with the M-1 zone as both classifications are intended for industrial land uses.

(ii) CZ2022-0004 is consistent with General Plan Land Use Goal LU-3, which encourages a development pattern that retains and complements the City’s important residential neighborhoods, commercial and industrial districts and open space. CZ2022-0004 will allow light industrial development on the Subject Property, which is consistent with the surrounding industrial and commercial land uses.

(iii) CZ2022-0004 is consistent with General Plan Land Use Policy LU-4.3, which allows for the development of vacant lands on the periphery of existing development that complements the scale and pattern of existing uses, and where it is logical and feasible to extend infrastructure. CZ2022-0004 would allow for light industrial development to occur adjacent to existing industrial developments to the north and east, and commercial development to the south, and public infrastructure exists in the vicinity of the Subject Property. The proposed land use change would foster industrial development that complements the scale and pattern of these existing uses, consistent with Policy LU-4.3.

B. The Subject Property is suitable for the uses permitted in the M-1 zone in terms of access, size of parcel, relationship to similar or related uses for the following reason:

(i) The Subject Property is presently vacant, with future development implemented in accordance with the development standards of the M-1 Zone. The Subject Property is surrounded by existing general commercial and light industrial uses. Therefore, the future light industrial use of the Subject Property would be compatible with the surrounding commercial and industrial developments and would not conflict with the surrounding land uses.

(ii) The Subject Property will take vehicular access from Promenade Avenue, which is classified by the General Plan as a secondary four-lane roadway, which is designed to accommodate the level of services associated with the proposed industrial development.

C. This Change of Zone is necessary and proper at this time and is not likely to be detrimental to the adjacent property or residences for the following reasons:

(i) CZ2022-0004 will establish consistency with the General Plan designation of LI proposed by GPA2022-0004.

(ii) CZ2022-0004 will allow development that is consistent with the commercial and industrial zoning as well as existing uses in the vicinity of the Subject Property.

D. This Change of Zone is in the interest of the public health, safety, necessity, convenience and general welfare and in accordance with good zoning practice for the following reason:

(i) CZ2022-0004 will allow for an extension of the existing zoning for adjacent properties located to the east and north of the Subject Property. This Change of Zone will result in future development using the same development standards as those that already exist in the surrounding area. Therefore, future industrial development facilitated by CZ2022-0004 will be consistent with the immediate area and is in accordance with good zoning practices.

SECTION 3. Approval of Change of Zone (CZ2022-0004). CZ2022-0004 is hereby approved to change 0.86 acres of real property located on the east side of Promenade Avenue, approximately 170 feet north of East Sixth Street, as described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, from C-3 (General Commercial) to M-1 (Light Manufacturing), as described in Chapter 17.44 of Title 17 of the Corona Municipal Code.

SECTION 4. Modification of Zoning Map. The Planning and Development Director shall modify the Official Zoning Map of the City of Corona in accordance with this Ordinance to indicate thereon the zoning applicable to the Subject Property as set forth on the map attached as Exhibit “B” attached hereto and incorporated by reference.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which the findings set forth in this Ordinance have been based are located at the City of Corona City Hall, 400 S. Vicentia Avenue, Corona, California 92882. The custodian for these records is Joanne Coletta, Planning and Development Director.

SECTION 6. Effective Date of Ordinance. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

ADOPTED this 2nd day of April, 2025.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California, duly held on the 19th day of March, 2025, and thereafter at regular meeting held on the 2nd day of April, 2025, it was duly passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 2nd day of April, 2025.

City Clerk of the City of Corona, California

[SEAL]

SUMMARY

On March 19, 2025, the Corona City Council will consider approving a Change of Zone to change the zone on 0.86 acres located on the east side of Promenade Avenue, approximately 170 feet north of East Sixth Street from C-3 (General Commercial) to M-1 (Light Manufacturing). A certified copy of the full text of this proposed ordinance is posted in the City Clerk's office.

The City Council meets at 6:30 a.m. in the Council Chambers in the Corona City Hall, located at 400 South Vicentia Avenue. The City Clerk's office is located in City Hall near the Council Chambers.

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION

(THE LEGAL DESCRIPTION IS ATTACHED BEHIND THIS PAGE)

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORONA IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2, PARCEL MAP NO. 29926, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 201, PAGE(S) 67 THRU 69 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

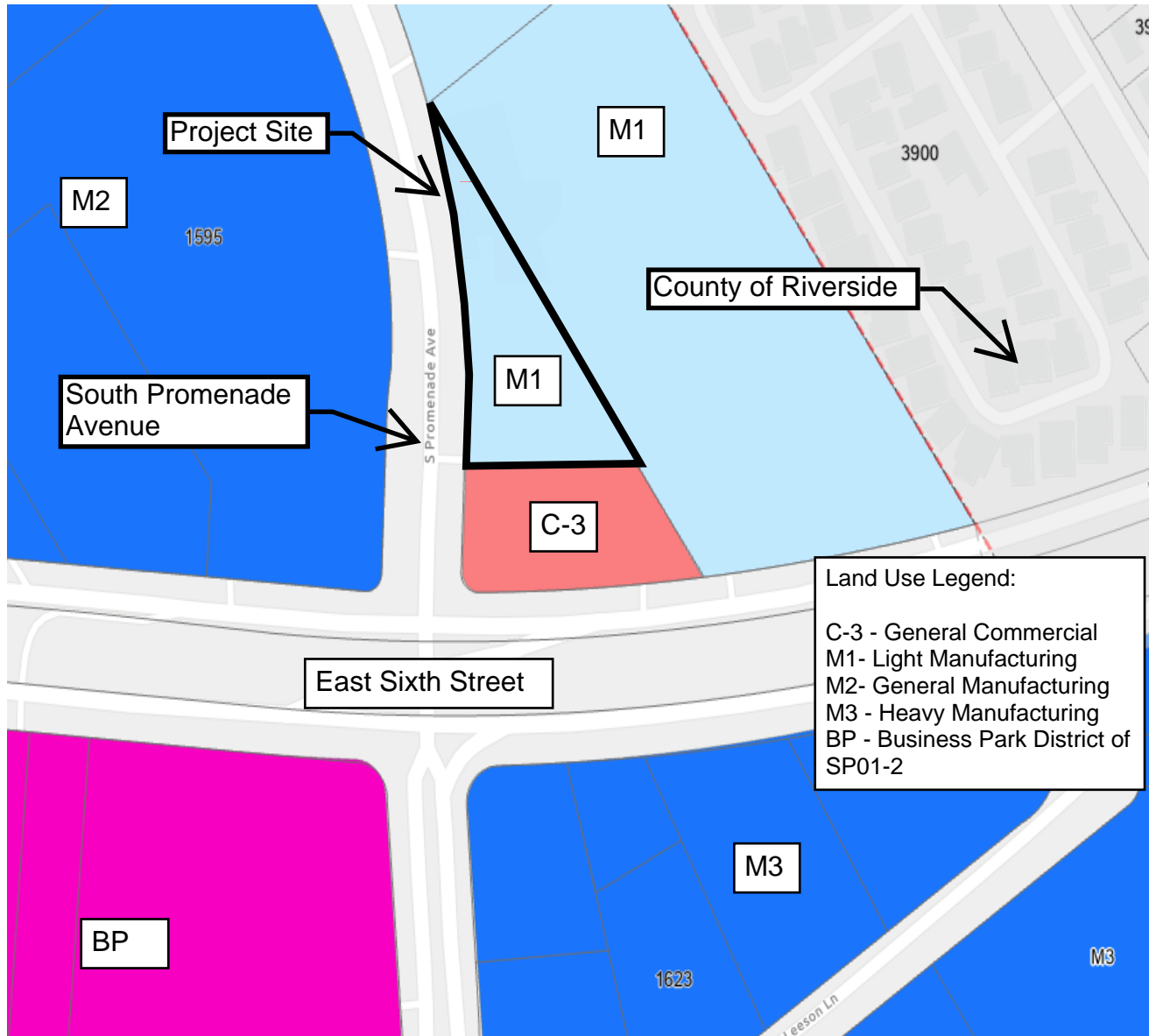
APN: 115-210-032-7

EXHIBIT “B”

PROPOSED CHANGES TO OFFICIAL ZONING MAP

**(THE PROPOSED OFFICIAL ZONING MAP IS ATTACHED AS PAGE B-1 BEHIND
THIS PAGE)**

Proposed Zoning



CZ2022-0004 South Promenade Avenue near East Sixth Street





STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Planning & Development Department

2025-80

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

RESOLUTION ORDERING THE SUMMARY VACATION OF TWO EASEMENTS TRAVERSING TRACT 37030 AND TRACT 37644 LOCATED SOUTH OF EAGLE GLEN PARKWAY AND WEST OF INTERSTATE 15 IN THE BEDFORD COMMUNITY

EXECUTIVE SUMMARY:

This staff report asks the City Council to adopt a resolution ordering the summary vacation of two public trail easements traversing Tract 37030 and Tract 37644. The public easements were originally established for trail purposes but are no longer necessary because of other trail improvements constructed within the development that align with the City's Trails Master Plan. Additionally, the public trail easements to be vacated terminate at private streets with no through access. Therefore, the public trail easements may be summarily vacated pursuant to Streets & Highways Code Section 8333(a) and 8333(c).

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2025-018, ordering the summary vacation of the two public trail easements on Lots "C" and "F" of Tract 37030 and Lot "H" of Tract 37644.

BACKGROUND & HISTORY:

Arantine Hills Holdings LP, a Delaware Limited Partnership, and the master developer of Bedford, established public trail easements on Lots "C" and "F" of Tract 37030 in 2017, and Lot "H" of Tract 37644 in 2020. The public trail easements begin at the northern

boundary of Tract 37644 starting at Bedford Canyon Road/Eagle Glen Parkway, and travel along the western boundary of the tract. At the southern end of the tract, the trail splits with a portion of the trail branching off to the northeast and terminating at Olvida Street, which is a private street. The other portion of the trail continues into Tract 37030 proceeding in a southwesterly direction, and ultimately terminates at Adishian Way, which is a private street.

Additionally, approximately 1.57 acres have been dedicated to the City for public trail purposes along the Bedford Channel and along Bedford Canyon Road and Clementine Way. Tract Map 38572, which was approved by the City Council on April 4, 2024, will dedicate and construct an additional 0.83 acres of trail along the Bedford Channel. This will complete the public trail extending from Interstate 15 to the southerly boundary of the Bedford development and provide access to Bedford Motor Way and, ultimately, the Cleveland National Forest. This trail alignment is consistent with the alignment identified in the City's Trails Master Map and is the preferred trail alignment throughout the development.

ANALYSIS:

Arantine Hills Holdings LP is requesting that the public trail easements on Lots "C" and "F" of Tract 37030 and Lot "H" of Tract 37644 be vacated because the now excess trail easements have limited access and dead end at private streets and do not connect to the public trail along the Bedford Channel. The alignment of the other public trails dedicated within the Bedford Community is consistent with the City's Trails Master and will not be affected by the vacation of the easements and will remain intact.

California Streets & Highways Code Section 8333(c) authorizes the summary vacation of public service easements determined to be excess, so long as there are no other public facilities located within the area to be vacated. Adoption of Resolution No. 2025-018 would order the summary vacation of two public trail easements located on Lots "C" and "F" of Tract 37030 and Lot "H" of Tract 37644.

California Streets & Highways Code Section 8333(a) authorizes the summary vacation of public service easements that have not been used for the purpose for which they were dedicated or acquired for five consecutive years immediately preceding the proposed vacation. The public trail easements proposed to be vacated were granted in 2017 and 2020 and they have not been used for public trail purposes since that time.

FINANCIAL IMPACT:

The vacation of the easement will not have a financial impact.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This action merely approves the vacation of public trail easements that are no longer required and

there is no possibility that this action will have a significant effect on the environment. Therefore, no further environmental analysis is required.

PREPARED BY: MARIA MIRANDA, SENIOR ENGINEER

REVIEWED BY: JOANNE COLETTA, PLANNING & DEVELOPMENT DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Resolution No. 2025-018
2. Exhibit 2 – Location Map T37030
3. Exhibit 3 – Location Map T37644
4. Exhibit 4 – Easement Vacation Request Letter

RESOLUTION NO. 2025-018

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, ORDERING THE SUMMARY VACATION OF TWO PUBLIC TRAIL EASEMENTS LOCATED WITHIN LOT C AND LOT F OF TRACT 37030 AND LOT H OF TRACT 37644 WITHIN ARANTINE HILLS.

WHEREAS, the City of Corona (“City”) accepted the dedication of public trail easements on a portion of real property identified as Lot “C” and Lot “F” of Tract 37030 and Lot “H” of Tract 37644 (“Property”) from Arantine Hills Holdings, LP, a Delaware Limited Partnership (“Grantor”) pursuant to the tract maps, which were recorded for Tract Map 37030 on November 1, 2017, in Book 458 of Tract Maps, at Pages 100-117, and as Instrument Nos. 2017-0455547 and for Tract Map 37644 on March 11, 2020, in Book 472 of Tract Maps, at Pages 41-54, as Instrument No. 2020-0113482 in the Official Records of the County of Riverside (“Trail Easements”); and

WHEREAS, the Trail Easements are more particularly described and depicted in Exhibits “A” and “B” attached hereto and incorporated by reference; and

WHEREAS, the Trail Easements were dedicated for the purpose of connecting to Bedford Motor Way and the Cleveland National Forest, but the Trail Easements lead only to private streets where public access is not authorized; and

WHEREAS, the Trail Easements, which are located south of Eagle Glen Parkway and east of Clementine Way, begin on Bedford Canyon Road and extend through Lot H of Tract 37644 and then proceeds through Lots C and F of Tract 37030, ; and

WHEREAS, Grantor has or dedicated and constructed or is required to dedicate and construct other public trail easements according to the City’s Trail Master Plan and the Arantine Hills Development Agreement; and

WHEREAS, the Grantor has requested that the Trail Easements be vacated and/or quitclaimed as necessary; and

WHEREAS, these summary vacation proceedings are being conducted pursuant to the requirements of Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code of the State of California, which authorizes the City Council to summarily vacate public service easements that are considered excess; and

WHEREAS, pursuant to Section 8313 of the California Streets and Highways Code and based upon the findings set forth below, the City’s Planning and Housing Commission

adopted Resolution No. 2647 on December 09, 2024, and determined that the vacation of the Trail Easements is consistent with the City of Corona General Plan for the following reasons:

(A) The vacation of the Trail Easements is consistent with General Plan Policy LU-5.5 because it enhances Corona’s system of parks, greenways, and open spaces by linking these and surrounding natural areas, including along the Temescal Creek, with pedestrian trails and greenways where feasible. The vacation of the Trail Easements, that lead to private roads is allowing for a separate public trail to be proposed that connects to other public trails according to the City’s Trail Master Plan.

(B) The vacation of the Trail Easements is consistent with General Plan Policy LU-9.7 because it results in the enhancement of neighborhood quality by establishing a network of streets and pedestrian paths that promote neighborhood activity, internal access, and connectivity to surrounding areas. The circulation design of Tract Map 37644 is a logical and natural extension of the circulation design of the adjacent Tract 37030. The existing Trail Easements lead to private roads, but a separate public trail system has been or will be dedicated and constructed according to the City’s Trails Master Plan. Therefore, the Trail Easements that lead to private roads are no longer necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corona, California, as follows:

SECTION 1. Incorporation of Recitals. The above Recitals are true and correct and are incorporated herein by reference.

SECTION 2. Findings. The City Council finds that:

(A) The Trail Easements are excess public service easements that are no longer needed because other trails that are consistent with the City’s Trails Master Plan have been or will be dedicated and constructed within the Bedford Community, which are accessible to the public. The vacation of the Trail Easements would eliminate trail activity behind existing houses and prevent the public from potentially disturbing community residents, but will not prevent access to the primary public trail system within the Bedford Community, which is identified in the City’s Trails Master Plan; and

(B) The Trail Easements, which were dedicated in 2017 and 2020, have not been used for public trail purposes for five consecutive years immediately preceding this proposed vacation.

(C) There are no public utility facilities in use or that would be affected by the vacation of the Trail Easements.

SECTION 3. Vacation of the Trail Easements. The City Council hereby summarily vacates the Trail Easements in accordance with Section 8333(a) and Section 8333(c) of the California Streets and Highways Code.

SECTION 4. Effective Date. This Resolution shall be effective immediately upon adoption.

SECTION 5. Recordation. The City Clerk shall cause a certified copy of this Resolution to be recorded in the Riverside County Recorder's Office in accordance with the provisions of Streets and Highways Code Section 8336. Pursuant to Section 8351 of the California Streets and Highways Code, from and after the date this Resolution is recorded, the Trail Easements shall no longer constitute public service easements and title to the Property shall thereafter be free from said public service easements.

PASSED, APPROVED AND ADOPTED this 2nd day of April 2025.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 2nd day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 2nd day of April, 2025.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF TRAIL EASEMENTS

[SEE ATTACHED (6) PAGES]

EXHIBIT "A"

Legal Description

In the City of Corona, County of Riverside County, State of California, being that certain Public Trail Easement over all of Lot "C" of Tract Map No. 37030, as per map filed in Book 485, Pages 100 through 117, inclusive, of Map Books, in the office of the County Recorder.

Together with that certain Public Trail Easement over a portion of Lot "F" of said Tract No. 37030 described as follows:

COMMENCING at the southeasterly corner of said Lot "F", a radial line to the beginning of said corner bears South 61°29'38" West;

Thence along the southeasterly line of said Lot "F" northwesterly 10.98 feet along said curve through a central angle of 06°45'43" to a non-tangent curve concave southwesterly having a radius of 44.00 feet to the **TRUE POINT OF BEGINNING**, a radial line to said point curve bears North 54°57'14" East;

Thence along the westerly and northwesterly side of the Public Trail Easement over said Lot "F" the following fourteen (14) courses:

1. northwesterly 15.62 feet along said non-tangent curve through a central angle of 20°20'25" to a reverse curve concave northeasterly having a radius of 100.00 feet;
2. northwesterly 113.04 feet along said reverse curve through a central angle of 64°45'59" to a compound curve concave easterly having a radius of 268.00 feet;
3. northerly 56.74 feet along said compound curve through a central angle of 12°07'50" to a reverse curve concave westerly having a radius of 124.00 feet;
4. northerly 57.11 feet along said reverse curve through a central angle of 26°23'24" to a reverse curve concave easterly having a radius of 599.00 feet;
5. northerly 93.54 feet along said reverse curve through a central angle of 08°56'49";
6. tangent from said reverse curve North 04°04'03" East 26.75 feet;
7. North 09°24'35" East 32.34 feet;
8. North 04°38'07" East 39.80 feet to the beginning of a tangent curve concave easterly having a radius of 120.00 feet;
9. northerly 41.43 feet along said tangent curve through a central angle of 19°46'55" to a reverse curve concave westerly having a radius of 52.00 feet;
10. northerly 34.81 feet along said reverse curve through a central angle of 38°21'29" to a reverse curve concave easterly having a radius of 208.00 feet;
11. northerly 72.03 feet along said reverse curve through a central angle of 19°50'26" to a reverse curve concave westerly having a radius of 186.00 feet;

EXHIBIT "A"

Legal Description

12. northerly 84.21 feet along said reverse curve through a central angle of 25°56'21" to a reverse curve concave easterly having a radius of 500.00 feet;
13. northerly 67.16 feet along said reverse curve through a central angle of 07°41'44";
14. North 12°20'38" West 27.72 feet to the southwest corner of said Lot "C";

Thence along the westerly, northwesterly, northeasterly, southeasterly, and easterly lines of said Lot "C" the following thirty-seven (37) courses:

1. North 12°20'38" West 5.82 feet;
2. North 00°07'19" East 44.50 feet to a non-tangent curve concave southeasterly having a radius of 86.97 feet, a radial line to the beginning of said curve bears North 84°29'36" West;
3. northeasterly 61.28 feet along said curve through a central angle of 40°22'18";
4. non-tangent from said curve North 45°36'18" East 12.96 feet to the beginning of a tangent curve concave northwesterly having a radius of 86.50 feet;
5. northeasterly 11.96 feet along said tangent curve through a central angle of 07°55'15";
6. tangent from said curve North 37°41'03" East 95.61 feet to the beginning of a tangent curve concave southeasterly having a radius of 113.50 feet;
7. northeasterly 18.24 feet along said tangent curve through a central angle of 09°12'25";
8. tangent from said curve North 46°53'28" East 86.62 feet;
9. North 49°33'43" East 163.95 feet;
10. North 51°56'16" East 48.86 feet to the beginning of a tangent curve concave northwesterly having a radius of 30.00 feet;
11. northeasterly 25.24 feet along said tangent curve through a central angle of 48°11'48";
12. tangent from said curve North 03°44'28" East 33.25 feet to the beginning of a tangent curve concave easterly having a radius of 62.00 feet;
13. northerly 20.58 feet along said tangent curve through a central angle of 19°01'18";
14. tangent from said curve North 22°45'46" East 96.37 feet to the beginning of a tangent curve concave westerly having a radius of 86.50 feet;

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15. northerly 17.09 feet along said tangent curve through a central angle of $11^{\circ}19'05''$;
16. tangent from said curve North $11^{\circ}26'41''$ East 65.50 feet to the beginning of a tangent curve concave easterly having a radius of 206.00 feet;
17. northerly 19.23 feet along said tangent curve through a central angle of $05^{\circ}20'57''$;
18. tangent from said curve North $16^{\circ}47'38''$ East 71.34 feet;
19. South $76^{\circ}13'16''$ East 12.02 feet;
20. South $16^{\circ}47'38''$ West 71.97 feet to the beginning of a tangent curve concave easterly having a radius of 194.00 feet;
21. southerly 18.11 feet along said tangent curve through a central angle of $05^{\circ}20'57''$;
22. tangent from said curve South $11^{\circ}26'41''$ West 65.50 feet to the beginning of a tangent curve concave westerly having a radius of 98.50 feet;
23. southerly 19.46 feet along said tangent curve through a central angle of $11^{\circ}19'05''$;
24. tangent from said curve South $22^{\circ}45'46''$ West 96.37 feet to the beginning of a tangent curve concave easterly having a radius of 50.00 feet;
25. southerly 16.60 feet along said tangent curve through a central angle of $19^{\circ}01'18''$;
26. tangent from said curve South $03^{\circ}44'28''$ West 33.25 feet to the beginning of a tangent curve concave northwesterly having a radius of 42.00 feet;
27. southwestly 35.33 feet along said tangent curve through a central angle of $48^{\circ}11'48''$;
28. tangent from said curve South $51^{\circ}56'16''$ West 48.62 feet;
29. South $49^{\circ}33'43''$ West 163.42 feet;
30. South $46^{\circ}53'28''$ West 86.34 feet to the beginning of a tangent curve concave southeasterly having a radius of 101.50 feet;
31. southwestly 16.31 feet along said tangent curve through a central angle of $09^{\circ}12'25''$;
32. tangent from said curve South $37^{\circ}41'03''$ West 95.61 feet to the beginning of a tangent curve concave northwesterly having a radius of 98.50 feet;
33. southwestly 13.62 feet along said tangent curve through a central angle of $07^{\circ}55'15''$;

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34. tangent from said curve South 45°36'18" West 12.99 feet to a non-tangent curve concave southeasterly having a radius of 74.97 feet, a radial line to the beginning of said curve bears North 44°06'02" West;
35. southwesterly 52.85 feet along said non-tangent curve through a central angle of 40°23'34";
36. tangent from said curve South 02°40'29" West 42.56 feet;
37. tangent from said curve South 12°20'38" East 4.49 feet to the southeast corner of said Lot "C";

Thence along the southeasterly and easterly side of the Public Trail Easement over said Lot "F" the following fourteen (14) courses:

1. South 12°20'38" East 27.72 feet to the beginning of a tangent curve concave easterly having a radius of 490.00 feet;
2. southerly 65.81 feet along said tangent curve through a central angle of 07°41'44" to a reverse curve concave westerly having a radius of 196.00 feet;
3. southerly 88.73 feet along said reverse curve through a central angle of 25°56'21" to a reverse curve concave easterly having a radius of 198.00 feet;
4. southerly 68.56 feet along said reverse curve through a central angle of 19°50'26" to a reverse curve concave westerly having a radius of 62.00 feet;
5. southerly 41.51 feet along said reverse curve through a central angle of 38°21'29" to a reverse curve concave easterly having a radius of 110.00 feet;
6. southerly 37.98 feet along said reverse curve through a central angle of 19°46'55";
7. tangent from said curve South 04°38'07" West 40.22 feet;
8. South 09°24'35" West 32.29 feet;
9. South 04°04'03" West 26.29 feet to the beginning of a tangent curve concave easterly having a radius of 589.00 feet;
10. southerly 91.97 feet along said tangent curve through a central angle of 08°56'49" to a reverse curve concave westerly having a radius of 134.00 feet;
11. southerly 61.72 feet along said reverse curve through a central angle of 26°23'24" to a reverse curve concave easterly having a radius of 258.00 feet;
12. southerly 54.62 feet along said reverse curve through a central angle of 12°07'50" to a compound curve concave northeasterly having a radius of 90.00 feet;

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Legal Description

13. southeasterly 101.73 feet along said compound curve through a central angle of 64°45'42" to a non-tangent curve concave easterly having a radius of 93.00 feet, a radial line to the beginning of said curve bears South 80°32'52" West;
14. southerly 19.95 feet along said non-tangent curve through a central angle of 12°17'31" to the **TRUE POINT OF BEGINNING**.

Said combined area contains 18,187 Square Feet, more or less

See Exhibit "B", attached hereto and by this reference made a part hereof.

Date: 01/22/2024



Robert N. Beuschlein, PLS 7874



EXHIBIT "A"

Legal Description

In the City of Corona, County of Riverside, State of California, being that certain Public Trail Easement over Lot "H" of Tract 37644, as per map filed in Book 472, Pages 41 through 54, inclusive, of Maps, in the office of the Riverside County Recorder.

Area contains 26,714 Square Feet, more or less.

See Exhibit "B", attached hereto and by this reference made a part hereof.



12/13/23

Robert L. Wheeler IV
PLS 8639

Date



EXHIBIT "B"

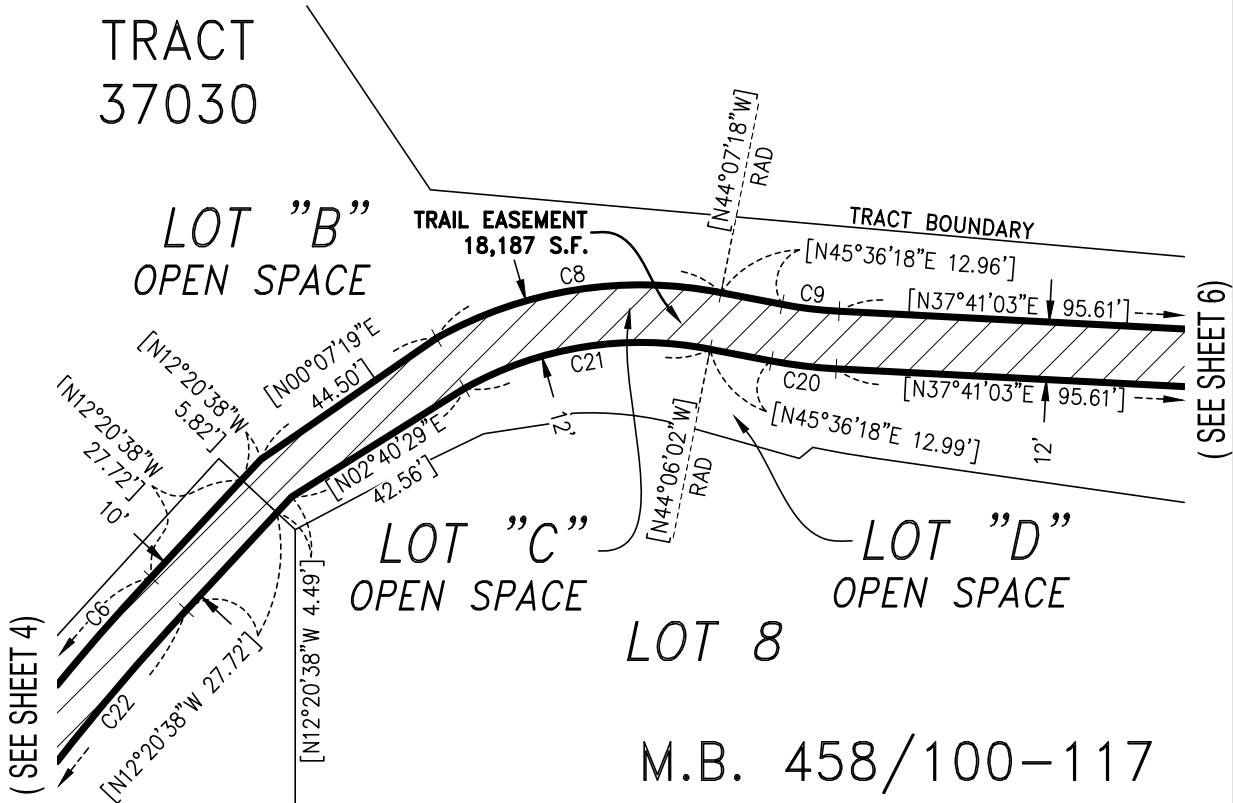
DEPICTION OF TRAIL EASEMENTS

[SEE ATTACHED (6) PAGES]

EXHIBIT "B"

AREA TO BE QUITCLAIMED OF TR. 37030, AS FILED
IN BOOK 458, PAGES 100-117, OF MAPS,
CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

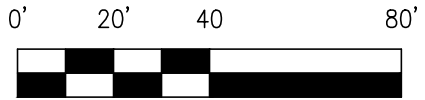
TRACT
37030



(SEE SHEET 4)

(SEE SHEET 6)

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C6	[07°41'44"]	500.00'	67.16'
C8	[40°22'18"]	86.97'	61.28'
C9	[07°55'15"]	86.50'	11.96'
C20	[07°55'15"]	98.50'	13.62'
C21	[40°23'34"]	74.97'	52.85'
C22	07°41'44"	490.00'	65.81'



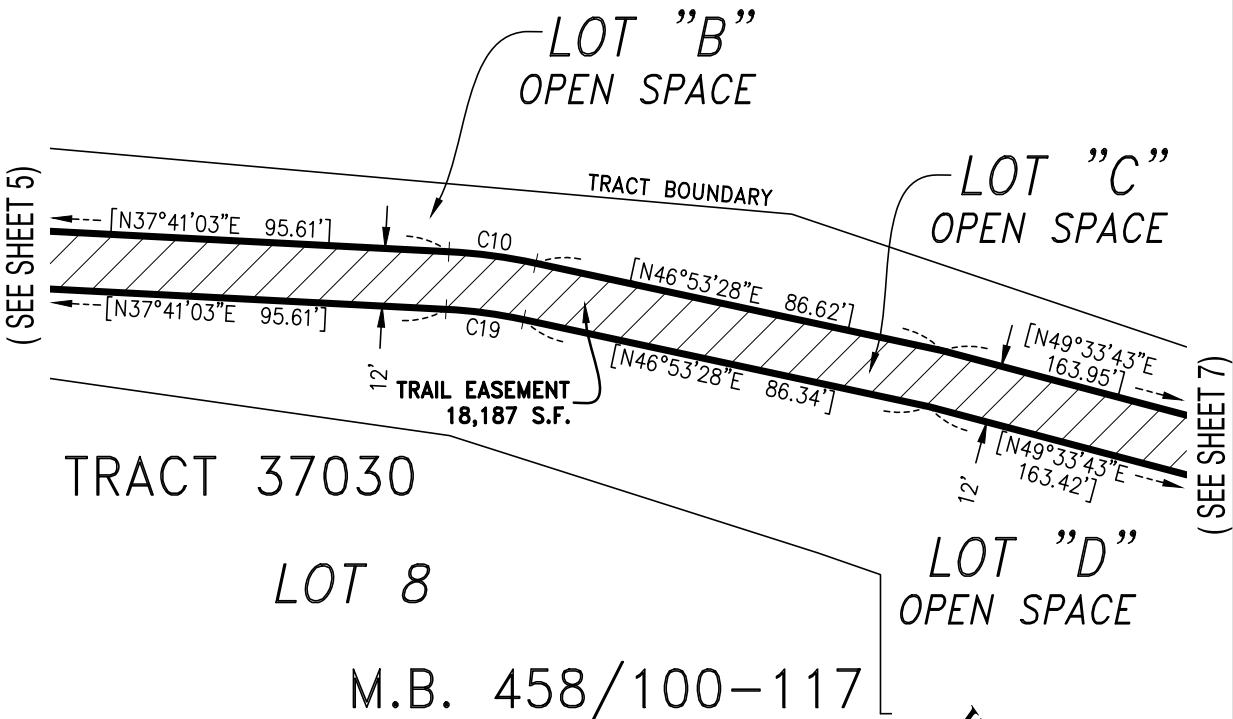
SECTION 16, T.4S., R.6W., S.B.M.

SCALE: 1" = 40'

QUITCLAIM OF PUBLIC TRAIL EASEMENT OF TR. 37030, AS SHOWN ON A MAP IN BK. 458, PG'S 100-117, OF MAPS, RECORDS OF RIV. CO., CA.			
PREPARED BY R.Jesus	CHECKED BY R.Wheeler	DATE 01/22/24	SHEET 5 OF 9
	HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS		W.O.: 4455-2X
			SCALE: 1" = 40'

EXHIBIT "B"

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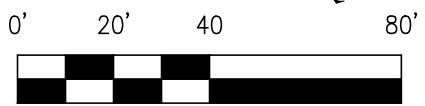
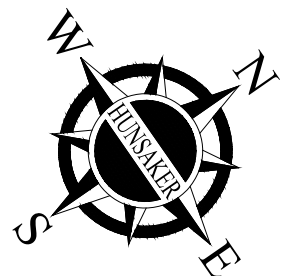


TRACT 37030

LOT 8

M.B. 458/100-117

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C10	[09°12'25"]	113.50'	18.24'
C19	[09°12'25"]	101.50'	16.31'



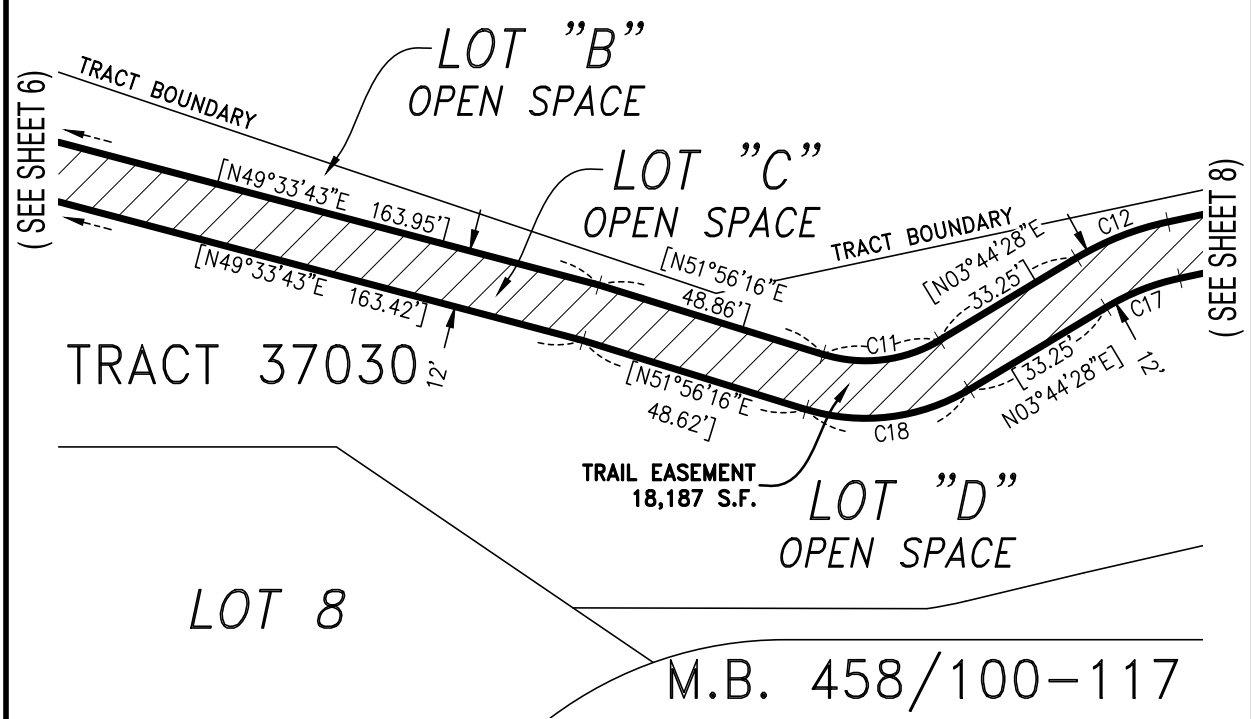
SCALE: 1" = 40'

SECTION 16, T.4S., R.6W., S.B.M.

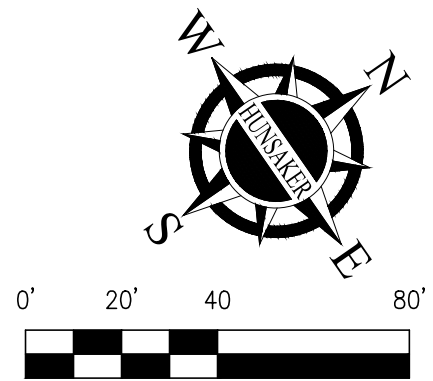
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PREPARED BY R.Jesus	CHECKED BY R.Wheeler	DATE 01/22/24	SHEET 6 OF 9
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CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C11	[48°11'48"]	30.00'	25.24'
C12	[19°01'18"]	62.00'	20.58'
C17	[19°01'18"]	50.00'	16.60'
C18	[48°11'48"]	42.00'	35.33'

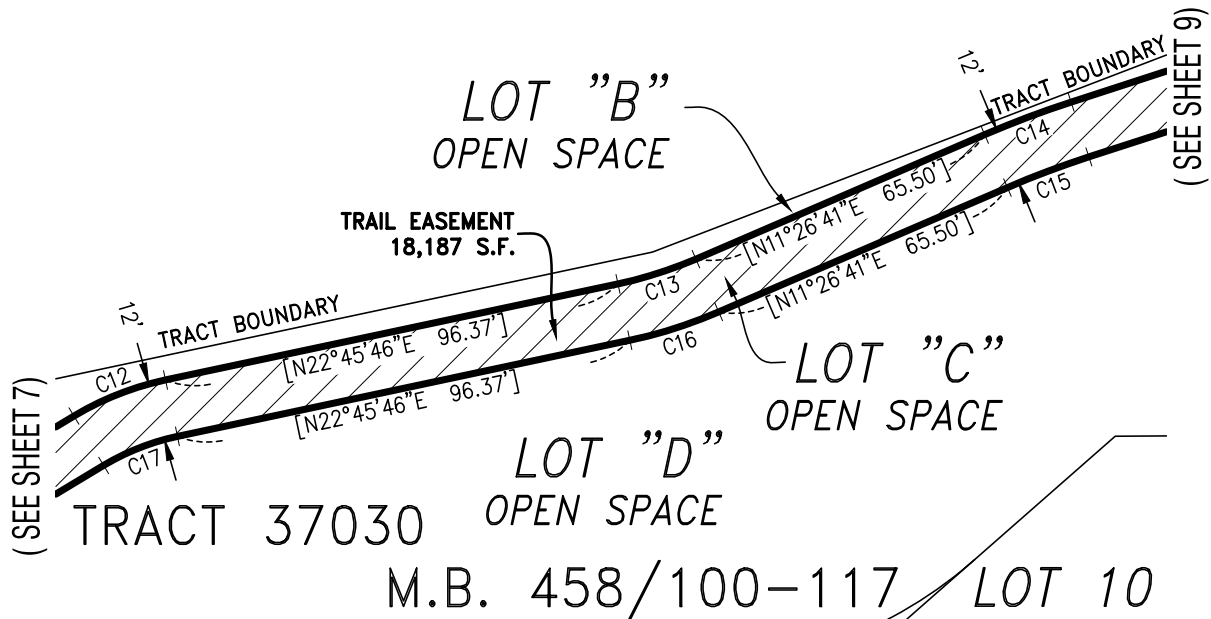


SECTION 16, T.4S., R.6W., S.B.M.

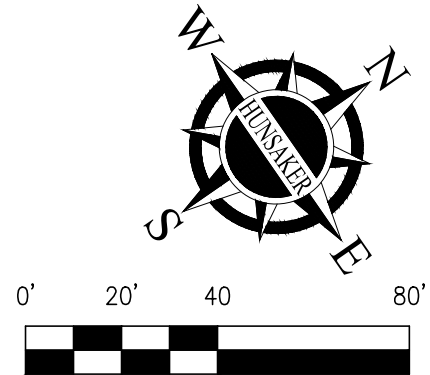
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PREPARED BY R.Jesus	CHECKED BY R.Wheeler	DATE 01/22/24	SHEET 7 OF 9
	HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS		W.O.: 4455-2X
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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C12	[19°01'18"]	62.00'	20.58'
C13	[11°19'05"]	86.50'	17.09'
C14	[05°20'57"]	206.00'	19.23'
C15	[05°20'57"]	194.00'	18.11'
C16	[11°19'05"]	98.50'	19.46'
C17	[19°01'18"]	50.00'	16.60'

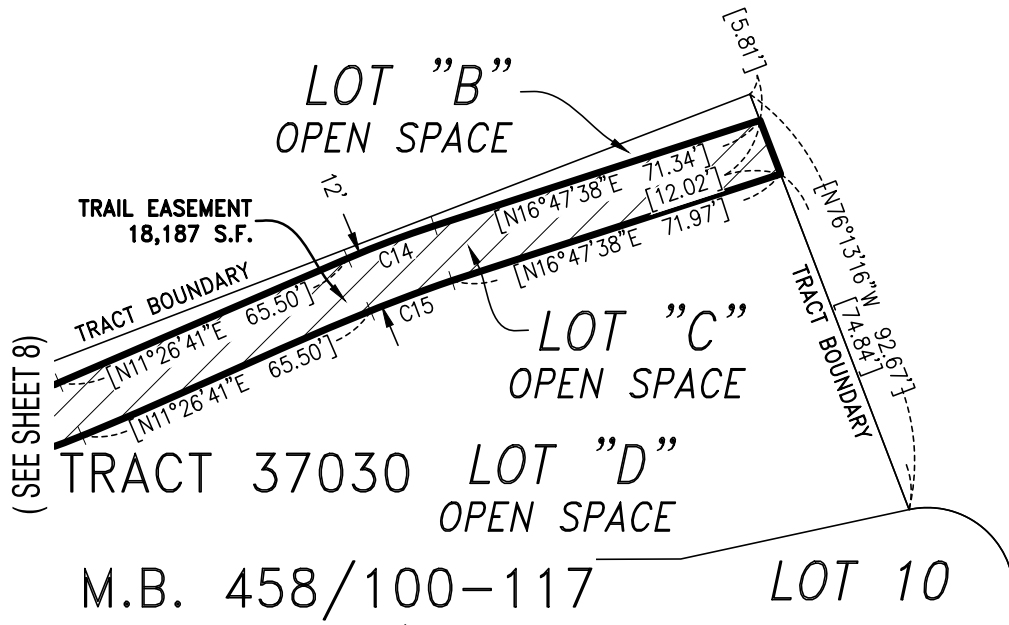


SECTION 16, T.4S., R.6W., S.B.M.

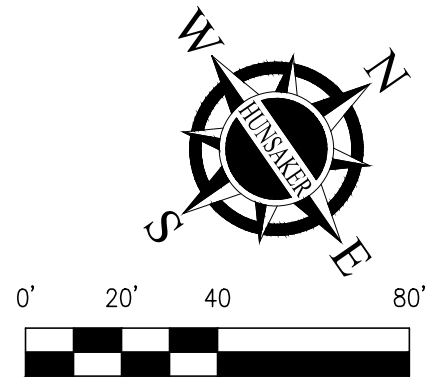
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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C14	[05°20'57"]	206.00'	19.23'
C15	[05°20'57"]	194.00'	18.11'



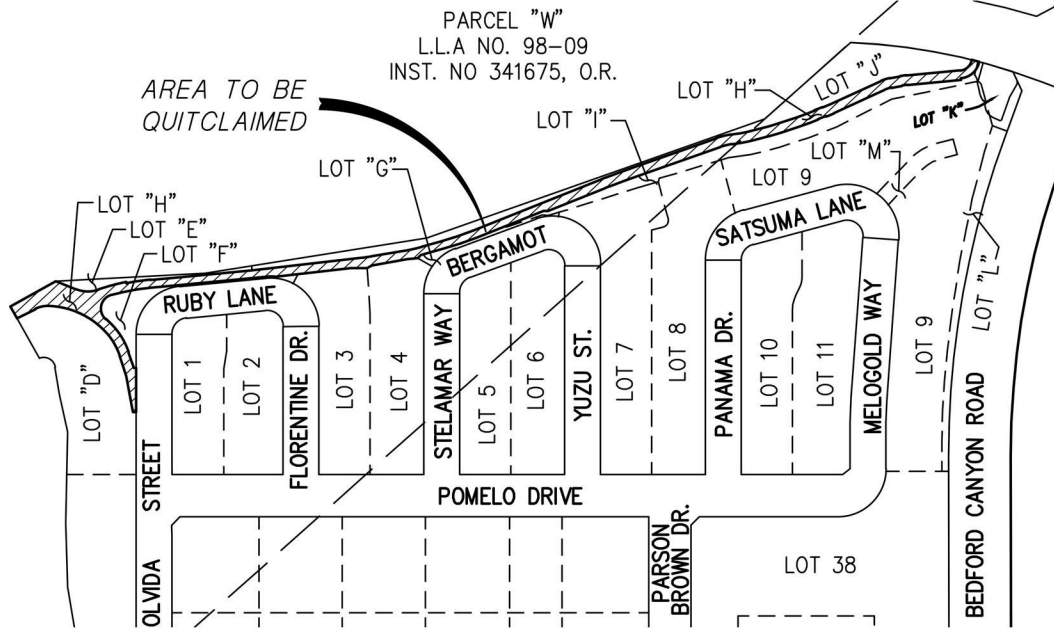
SECTION 16, T.4S., R.6W., S.B.M.

SCALE: 1" = 40'

QUITCLAIM OF PUBLIC TRAIL EASEMENT OF TR. 37030, AS SHOWN ON A MAP IN BK. 458, PG'S 100-117, OF MAPS, RECORDS OF RIV. CO., CA.			
PREPARED BY R.Jesus	CHECKED BY R.Wheeler	DATE 01/22/24	SHEET 9 OF 9
	HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS		W.O.: 4455-2X
			SCALE: 1" = 40'

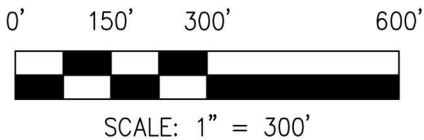
EXHIBIT "B"

AREA TO BE QUITCLAIMED OF TR. 37644, AS FILED
IN BOOK 472, PAGES 41-54, OF MAPS,
CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



LEGEND

AREA OF PUBLIC TRAIL EASEMENT TO BE QUITCLAIMED OVER LOT "H" OF TRACT No. 37644, M.B. 472/41-54.



12/13/23
DATE

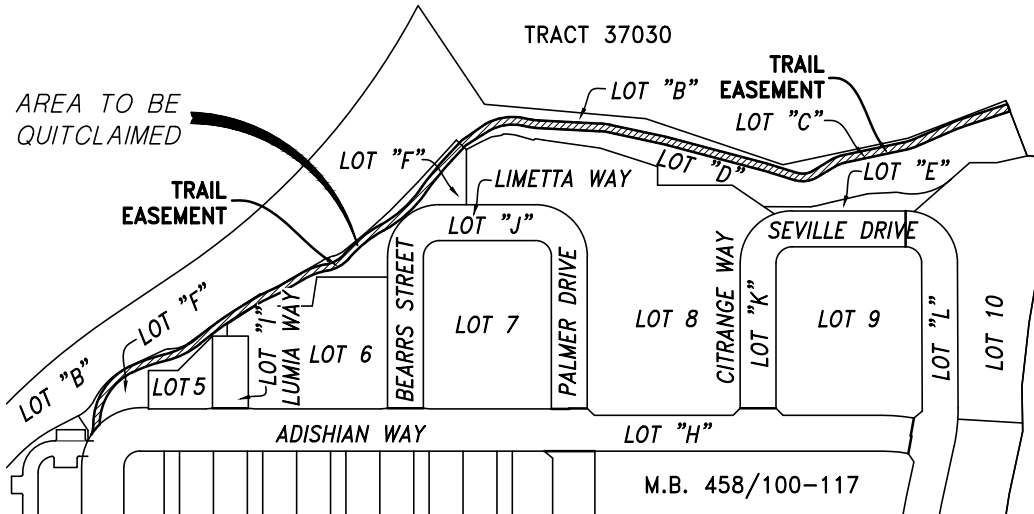
ROBERT L. WHEELER IV
PLS 8639

SECTION 16, T.4S., R.6W., S.B.M.

QUITCLAIM OF PUBLIC TRAIL EASEMENT OF TR. 37644, AS SHOWN ON A MAP IN BK. 472, PG'S 41-54, OF MAPS, RECORDS OF RIV. CO., CA.			
PREPARED BY R.Jesus	CHECKED BY R.Wheeler	DATE 12/13/23	SHEET 1 OF 1
	HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS		W.O.: 4455-2X
			SCALE: 1" = 300'

EXHIBIT "B"

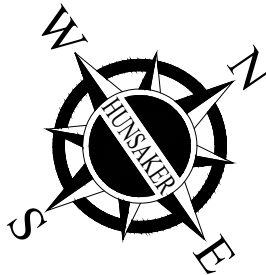
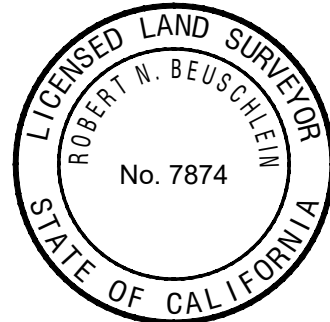
AREA TO BE QUITCLAIMED OF TR. 37030, AS FILED
IN BOOK 458, PAGES 100-117, OF MAPS,
CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



LEGEND



[] INDICATES RECORD DATA PER
TRACT No. 37030, M.B. 458/100-117.



01/22/2024

DATE

Robert N. Beuschlein

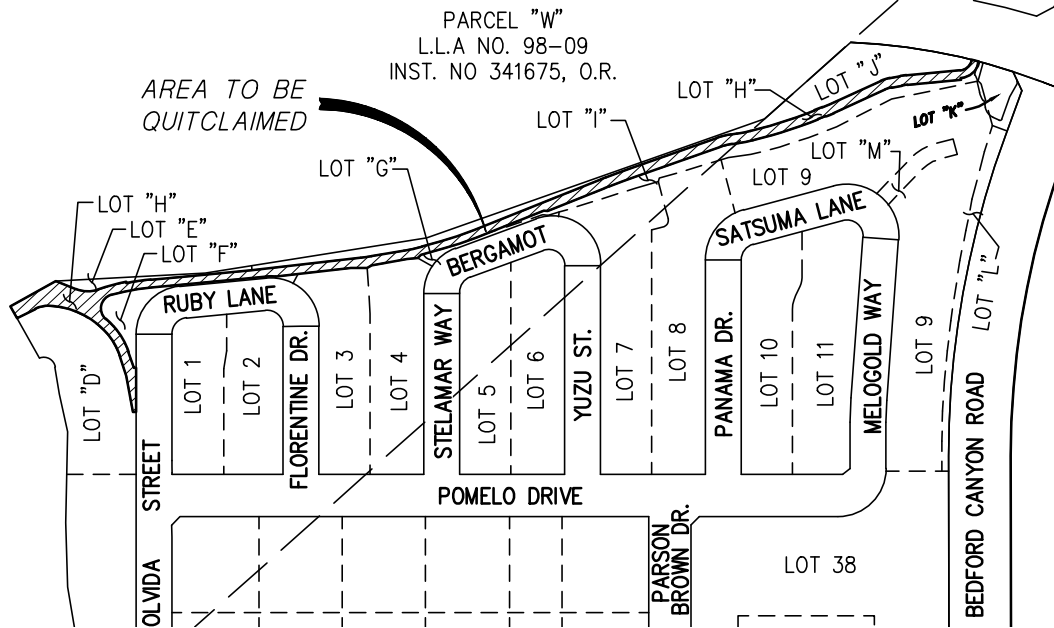
ROBERT N. BEUSCHLEIN
PLS 7874

SECTION 16, T.4S., R.6W., S.B.M.

QUITCLAIM OF PUBLIC TRAIL EASEMENT OF TR. 37030, AS SHOWN ON A MAP IN BK. 458, PG'S 100-117, OF MAPS, RECORDS OF RIV. CO., CA.			
PREPARED BY R.Jesus	CHECKED BY R.Wheeler	DATE 01/22/24	SHEET 1 OF 9
	HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS		W.O.: 4455-2X
			SCALE: 1" = 300'

EXHIBIT "B"

AREA TO BE QUITCLAIMED OF TR. 37644, AS FILED
IN BOOK 472, PAGES 41-54, OF MAPS,
CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



PARCEL "W"
L.L.A NO. 98-09
INST. NO 341675, O.R.

AREA TO BE
QUITCLAIMED

LEGEND



AREA OF PUBLIC TRAIL EASEMENT TO BE QUITCLAIMED OVER
LOT "H" OF TRACT No. 37644, M.B. 472/41-54.



12/13/23

DATE

0' 150' 300' 600'



SCALE: 1" = 300'



ROBERT L. WHEELER IV
PLS 8639

SECTION 16, T.4S., R.6W., S.B.M.

QUITCLAIM OF PUBLIC TRAIL EASEMENT OF TR. 37644, AS SHOWN
ON A MAP IN BK. 472, PG'S 41-54, OF MAPS, RECORDS OF RIV. CO., CA.

PREPARED BY R.Jesus	CHECKED BY R.Wheeler	DATE 12/13/23	SHEET 1 OF 1
------------------------	-------------------------	------------------	--------------

	HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS	W.O.: 4455-2X
	SCALE: 1" = 300'	

October 30, 2024

Ms. Maria Miranda
Senior Engineer
City of Corona
400 S. Vincentia Ave.
Corona, CA 92882

Subject: Bedford Vacation of Public Easements

Dear Ms. Miranda:

Per the City's direction, on behalf of Arantine Hills Holdings LP, we submit this revised letter agreeing with the City's request to vacate the public easement on Lot C and Lot F Tract 37030 and Lot H Tract 37644 since that easement does not serve a public purpose and is not needed given that there are other dedicated public trail easements within and through the Bedford community.

The trail in question is and will be maintained by the homeowner's association and is in current use by the homeowners.

There is a gate at the trail intersection with Eagle Glen Parkway to keep vehicular traffic, other than HOA maintenance vehicles, off of that trail.

Please let me know if there is anything else that you need from us on this matter.

Sincerely,



Brian Milich
Senior Vice President
Pacific Ventures Management LLC



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Planning and Development Department

2025-130

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

PUBLIC IMPROVEMENT AGREEMENT, SURVEY MONUMENTATION AGREEMENT AND FINAL TRACT MAP 36634 LOCATED ON THE EAST SIDE OF HUDSON AVENUE AT POPPYSEED LANE (APPLICANT: MELVIN AOU, POPPYBEND LLC)

EXECUTIVE SUMMARY:

This staff report asks the City Council to consider approving the final tract map for Tentative Tract Map 36634 (TTM 36634) and approving the associated security agreements for the public improvements, landscape improvements, and survey monumentation. Poppybend LLC, the applicant and owner of TTM 36634, is prepared to submit the final map for recordation at the County of Riverside. The recordation of the tract map will allow the owner to facilitate the development of the site for the sale of single family residential condominiums.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Final Map for Tentative Tract Map 36634.
- b. Authorize the City Manager, or his designee, to execute Landscape Improvement, Public Improvement, and Survey Monumentation Agreements between the City and Poppybend LLC, a California Limited Liability Company.

BACKGROUND & HISTORY:

The project site is located on the east side of Hudson Avenue at Poppyseed Lane, which is generally west of Fullerton Avenue at Taber Street. The zoning of the project site is Medium Density Residential (MDR) of the Corona Vista Specific Plan (SP90-5).

TTM 36634 proposed to subdivide 2.32 acres into one buildable lot and two lettered lots for streets and other improvements for the construction of 11 single family residential condominiums. The project will be privately maintained by a Homeowners' Association.

TTM 36634 was approved by the Planning and Housing on November 13, 2018, and subsequently approved by the City Council on December 10, 2018. TTM 36634 was granted an extension of time, which will expire on June 6, 2025.

ANALYSIS:

The applicant is proposing to record the final map for TTM 36634 before it expires on June 6, 2025, according to Section 33458(a) of the California Government Code. To guarantee the construction of the public and private infrastructure improvements associated with the development, the developer is entering into Improvement Agreements with the City and has posted sufficient securities for the street, storm drain, sewer, water, reclaimed water, and landscaping facilities.

According to the requirements of the Subdivision Map Act, the developer will also enter into an agreement for the survey monumentation and post sufficient securities to guarantee the placement of all survey monuments and improvements required by TTM 36634.

The following securities have been posted for the map:

Security	Faithful Performance		Labor & Materials	
	Security No.	Amount	Security No.	Amount
DWG #22-066U, Water & Sewer	4480944	\$264,200	4480944	\$132,100
DWG #22-066S, Street and Storm Drain	4480945	\$519,000	4480945	\$259,500

Security	Faithful Performance		Labor & Materials	
	Security No.	Amount	Security No.	Amount
Landscape Improvement	4480946	\$124,400	4480946	\$62,200
Survey Monumentation	4480948	\$6,900	N/A	N/A

All conditions of approval imposed upon TTM 36634 have been met according to Section 66473.5 of the California Government Code, including the provision for the design and improvement of the proposed subdivision.

FINANCIAL IMPACT:

All applicable fees have been paid by the developer, including the development impact fees that are due prior to the recordation of the map.

ENVIRONMENTAL ANALYSIS:

Per Section 15070 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 6.02 of the City's Local CEQA Guidelines, a Mitigated Negative Declaration was approved for TTM 36634 at the time of its initial approval. Recording TTM 36634 as a final map does not change the scope of the project from its initial approval. Therefore, this action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption 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. The approval of the agreements allows for the recording of the final map, which will not result in a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: MARIA MIRANDA, SENIOR ENGINEER

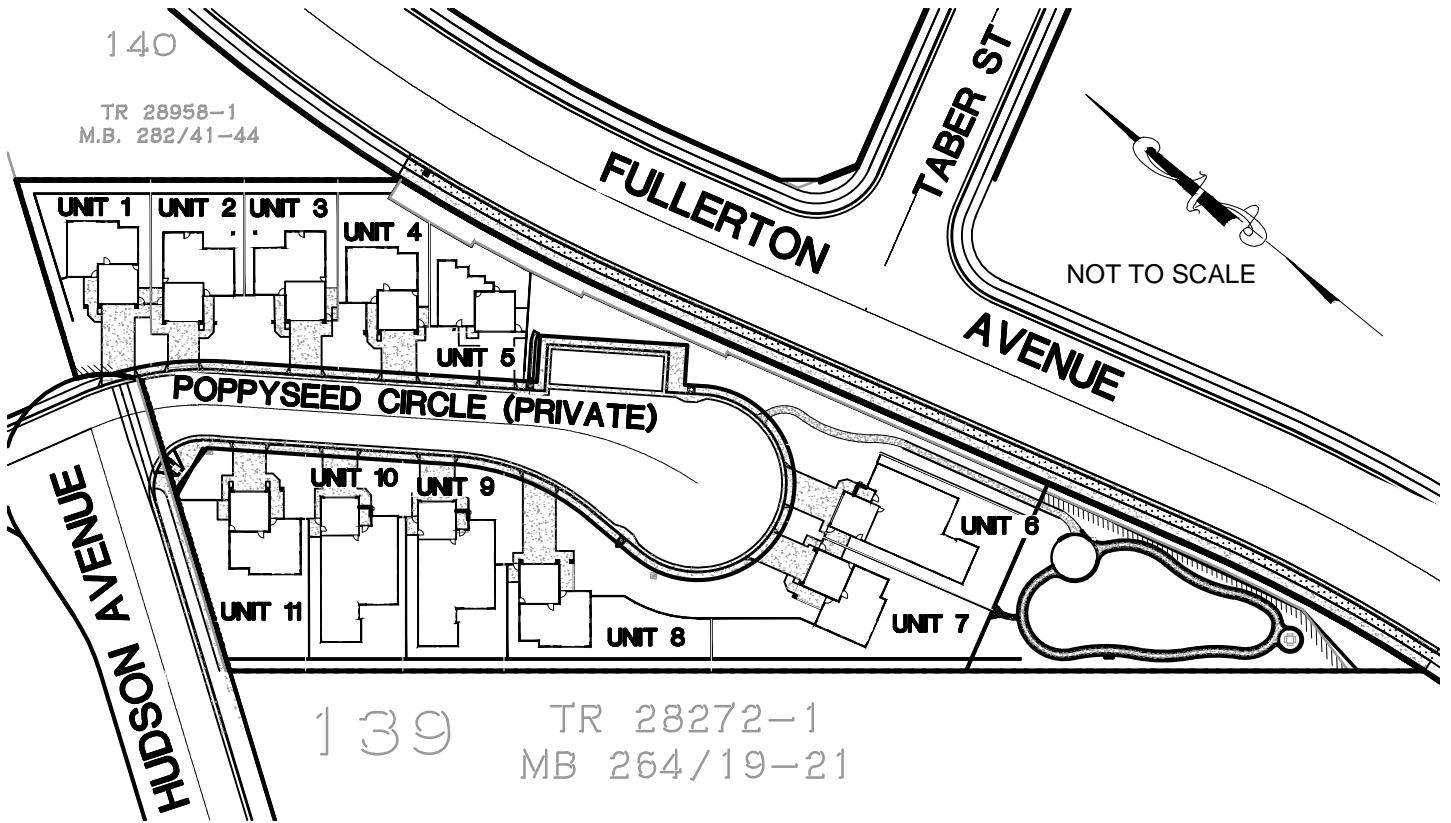
REVIEWED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Location map
2. Exhibit 2 – Agreement(s)

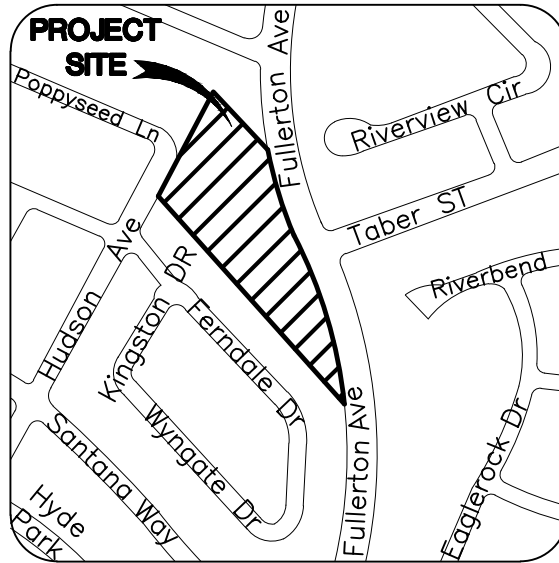
140

TR 28958-1
M.B. 282/41-44



139

TR 28272-1
MB 264/19-21



VICINITY MAP

NOT TO SCALE



CITY OF CORONA
 PLANNING AND DEVELOPMENT DEPARTMENT
 400 S. VICENTIA AVE., CORONA
 TEL: 951-736-2436

EXHIBIT "1"

TENTATIVE TRACT
MAP NO. 36634

SCALE:

NONE

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T36634 FULLERTON AND TABER -
SEWER AND WATER
DWG19-041 U - PWIM2020-0034
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **2nd day of April 2025**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **POPPYBEND LLC, a California limited liability company** with its principal offices located at, **18340 Yorba Linda Boulevard Suite 107-200, Yorba Linda, CA 92886** (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 **T36634 Fullerton and Taber - Sewer** 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 bonds for said work and improvements is the amount of **TWO HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$264,200.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "8" 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:
Poppybend LLC
18340 Yorba Linda Blvd. Suite 107-200
Yorba Linda, CA 92886

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

**Poppybend LLC,
a California limited liability company**

By: Melvin Aou
Melvin Aou, manager

**SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT**

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: -----
City Clerk

By: -----
Joanne Coletta, Planning and Development Director

(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 IN COMPLIANCE WITH CIVIL CODE SECTION 1189 -ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

ACKNOWLEDGMENT

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

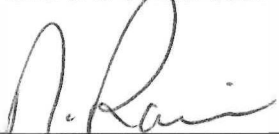
State of California
County of ORANGE)

on FEBRUARY 25, 2025 before me, NAZITA RAMIN, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

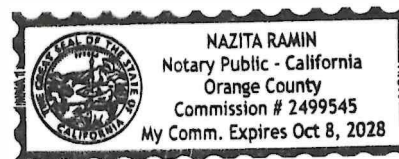


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

THE SOUTHERLY ONE-HALF OF LOT 140 OF ORANGE HEIGHTS, AS SHOWN BY MAP ENTITLED "AMENDED MAP OF DIVISION #1 OF ORANGE HEIGHTS" ON FILE IN BOOK 2, PAGE 1 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THOSE PORTIONS OF HUDSON AVENUE AND FULLERTON AVENUE VACATED BY RESOLUTION #95-03 OF THE CITY COUNCIL OF THE CITY OF CORONA RECORDED JANUARY 23, 1995 #19877.

EXCEPTING THEREFROM THAT PORTION SET-OUT IN THAT FINAL ORDER OF CONDEMNATION, CASE NO. 229550 SUPERIOR COURT, IN THE COUNTY OF RIVERSIDE, RECORDED MAY 18, 1993 AS INSTRUMENT NO. 185144 OF OFFICIAL RECORDS.

APN: 120-340-018 and 120-451-040

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

SEE ATTACHED

Faithful Performance	\$264,200.00
Labor and Material	\$132,100.00

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

Project: TR.36634- PROJECT# -PWIM2020-0034
Location: POPPYSEED LN AND HUDSON AVE
DWG No: DWG#- 19-041 U

DATE: 2024-08-11

Description of Improvements <i>4-riU-in A-appropriat</i>	Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Performance Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	\$20a,209.00	\$264,200.00	\$132,100.00
2 Master-Planned R/W (Public) Improvements	_____	_____	_____
3 Interim Improvements (not including-Grading Work)	_____	_____	_____
4 On-site Public Improvements	_____	_____	_____
5 On-site Non-public Improvements	_____	_____	_____
6 Additional Bond Improvements (beyond typical)	_____	_____	_____

NOTES:

- All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 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
- Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- A current title report shall be submitted for bonding purposes.**

PREPARED BY:

JAVOID M. ASLAM *if/14-L-*

Engineer's Name & Signature

CIVIL TRANS INC

Company

(909)396-1131

Tel No/Email



QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS NOVEMBER 2021

Project#: Tract No. 36634 -Wastewater & Water Improvements, PWIM2020-0034, DWG 19-041U

Location: Fullerton Ave and Taber St.

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Removal				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
O/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -

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

Asphalt				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC Fogseal	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
<i>AC Pavement</i>	SF			\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00		\$ -
Base (sf x depth/ 27)	CY	\$110.00		\$ -
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ -

concrete				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only6"	LF	\$35.00		\$ -
Curb Only8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -

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		\$	-
V-Gutter	SF	\$38.00		\$	-
W/C Ramp	EA	\$3,800.00		\$	-
W/C Ramp	SF	\$30.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	-

IStorm Drain

Box Culvert (Including Backfill)	CY	\$3,500.00		\$	-
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	-
Catch Basin, W<8'	EA	\$7,000.00		\$	-
Catch Basin, W>8'	EA	\$10,500.00		\$	-
Channel, Reinf. Cone. Lined	SF	\$13.00		\$	-
Channel, Open Cone. <24"	LF	\$150.00		\$	-
Channel, Open Cone. 27"-36"	LF	\$250.00		\$	-
Channel, Open Cone. 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	\$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		\$	-
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				\$	-

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" Sid wht/ylw	LF	\$0.50		\$	-
Striping, 8" Sid wht/ylw	LF	\$0.65		\$	-
Striping 12" Sid wht/ylw	LF	\$2.50		\$	-
Striping, Skip	LF	\$0.35		\$	-
Striping, Double	LF	\$0.75		\$	-
SUBTOTAL				\$	-

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	11	\$	27,500.00

Paving Replacement, Trench	LF	\$16.00	160	\$	2,560.00
Pressure Reducing Station	EA	\$90,000.00		\$	-
Shoring for Trenches > 5' Deep	LF	\$17.00	382	\$	6,494.00
Street Name Signs	EA	\$500.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	36,554.00

Sewer

Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00	2	\$	20,000.00
Manhole, 5' dia. > 20' deep	EA	\$13,000.00	1	\$	13,000.00
Pipe, 4" PVC	LF	\$10.00	402	\$	4,020.00
Pipe, 6" VCP	LF	\$106.00		\$	-
Pipe, 8" PVC	LF	\$20.00	364	\$	7,280.00
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	\$	44,300.00

Miscellaneous Sewer

Adjust Manhole	EA	\$2,000.00		\$	-
Clean Out	EA	\$2,000.00	11	\$	22,000.00
Saddle	EA	\$2,610.00		\$	-
Steel Casing	LF	\$60.00	28	\$	1,680.00
OTHER=				\$	-
OTHER=				\$	-
			SUBTOTAL	\$	23,680.00

Water

Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00	369	\$	27,675.00
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	3	\$	8,400.00
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00		\$	-

Valve, 16"	EA	\$7,500.00		\$	-
SUBTOTAL				\$	36,075.00
Miscellaneous Water					
Air & Vac, 1"	EA	\$2,700.00	1	\$	2,700.00
Fire Hydrant, 6"	EA	\$4,900.00	5	\$	24,500.00
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	11	\$	27,500.00
Service, 2"	EA	\$3,400.00	1	\$	3,400.00
Cut In Tee	EA	\$1,200.00	1	\$	1,200.00
Double Check Valve Backflow Preventor	EA	\$300.00	11	\$	\$3,300.00
OTHER=				\$	-
SUBTOTALi.				\$	\$62,600.00
TOTAL COST				\$	203,209.00

PREPARED BY:

JAVAID M. ASLAM 

Engineer's Name & Signature

CIVIL TRANS INC

Company

(909)396-1131

Tel No/Email





Cash Register Receipt

City of Corona

Receipt Number
R51358

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2020-0034 Address: APN:			
FAITHFUL PERFORMANCE BOND- PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$264,200.00
TOTAL FEES PAID BY RECEIPT: R51358			\$264,200.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt
City of Corona

Receipt Number
R51359

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2020-0034 Address: APN:			
LABOR & MATERIAL BOND - PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$132,100.00
TOTAL FEES PAID BY RECEIPT: R51359			\$132,100.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Orange, California, this 24th day of February, 2025.

PRINCIPAL

SURETY

Poppybend LLC
Print Name

Markel Insurance Company
Print Name

By: Melvin Abu
Signature

By: [Signature]
Signature

Me, vi (o"
Name

Shaunna Rozelle Ostrom
Name

f\lu nugl:r
Title

Attorney-in-Fact
Title

2/1..s /2-S
Date

February 24th, 2025
Date

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Orange

On 02/24/2025 before me, Melissa Ann Vaccaro Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



ACKNOWLEDGMENT

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

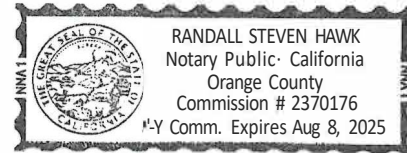
State of California
County of Orange)

on 25-Feb-2025 before me, Randall Steven Hawk, Notary Public
(insert name and title of the officer)

personally appeared Melvin Aou,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature-----<...a...L24 /4 {J (Seal)

Subdivision Improvements Payment Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:


Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



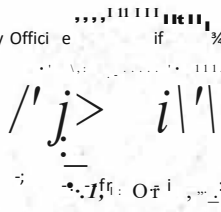
Markel Insurance Company

By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Office if ams, the day and year first above written.


By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been terminated.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February, 2025.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510028
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement or the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition to the terms of the Improvement Agreement or to the work or specifications.

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Orange, California, this 24th day of February, 2025.

PRINCIPAL

SURETY

Poppybend LLC
Print Name
By: Melvin Aou
Signature
Melvin Aou
Name
Manager
Title
2-24-25
Date

Markel Insurance Company
Print Name
:
:
Shaunna Rozelle Ostrom
Signature
Name
Attorney-in-Fact
Title
February 24th, 2025
Date

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Orange

On 02/24/2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature -- [Signature] (Seal)
Melissa Ann Vaccaro

ACKNOWLEDGMENT

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

State of California
County of Orange)

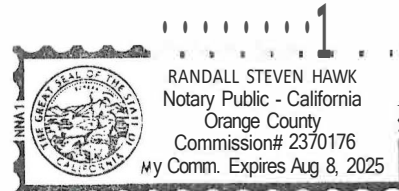
on 25-Feb-2025 before me, Randall Steven Hawk, Notary Public
(insert name and title of the officer)

personally appeared Melvin Aou,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)



Subdivision Improvements Performance Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

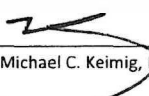
Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

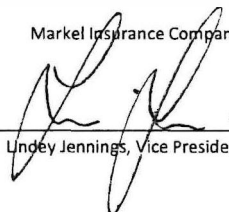
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



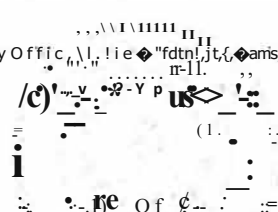
Markel Insurance Company

By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Office Seal, this 20th day of August, 2024.



By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked, annulled, or otherwise rendered void.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February, 2025.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510023
For verification of the authority of this Power you may call (713)812-0800 or any business day between 8:30 AM and 5:00 PM CST.

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR 136634 FULLERTON AND TABER -
STREET
DWG19-041S - PWIM2019-0020
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **2nd day of April 2025**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **POPPYBEND LLC, a California limited liability company** with its principal offices located at, **18340 Yorba Linda Boulevard Suite 107-200, Yorba Linda, CA 92886** (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 **T36634 Fullerton And Taber - Street** 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 bonds for said work and improvements is the amount of **FIVE HUNDRED NINETEEN THOUSAND DOLLARS AND NO CENT (\$519,000.00)** 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:
Poppybend LLC
18340 Yorba Linda Blvd. Suite 107-200
Yorba Linda, CA 92886

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

**Poppybend LLC,
a California limited liability company**

By: Melvin Aou
Melvin Aou, manager

**SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT**

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: -----
City Clerk

By: -----
Joanne Coletta, Planning and Development Director

(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 IN COMPLIANCE WITH CIVIL CODE SECTION 1189- ORIGINAL-CITY CLERK; COPIES- DEVELOPER AND PUBLIC WORKS PROJECT FILE

ACKNOWLEDGMENT

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

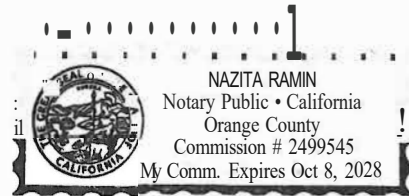
State of California
County of ORANGE

on FEBRUARY 25, 2025 before me, NAZITA RAMIN, NOTARY PUBLIC
(insert name and title of the officer)

Personally appeared MELVIN SHUN-MING AOU
who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are
scribed to the within instrument and acknowledged to me that he/she/they executed the same in
her/their authorized capacity(ies), and that by 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 seal



Signature _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

THE SOUTHERLY ONE-HALF OF LOT 140 OF ORANGE HEIGHTS, AS SHOWN BY MAP ENTITLED "AMENDED MAP OF DIVISION #1 OF ORANGE HEIGHTS" ON FILE IN BOOK 2, PAGE 1 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THOSE PORTIONS OF HUDSON AVENUE AND FULLERTON AVENUE VACATED BY RESOLUTION #95-03 OF THE CITY COUNCIL OF THE CITY OF CORONA RECORDED JANUARY 23, 1995 #19877.

EXCEPTING THEREFROM THAT PORTION SET-OUT IN THAT FINAL ORDER OF CONDEMNATION, CASE NO. 229550 SUPERIOR COURT, IN THE COUNTY OF RIVERSIDE, RECORDED MAY 18, 1993 AS INSTRUMENT NO. 185144 OF OFFICIAL RECORDS.

APN: 120-340-018 and 120-451-040

EXHIBIT "B"
COST ESTIMATE

(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$519,000.00
Labor and Material	\$259,500.00

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

Project: TR.36634- PROJECT# -PWIM2019-0020
 Location: POPPYSEED LN AND HUDSON AVE
 DWG No: DWG#19-041S

DATE: 2024-08-11

Description of Improvements	Construction Cost	Performance Bond Notes2 (Round up to nearest \$200)	Labor & Material Bond Note3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	\$399,150.00	\$519,00.00	\$259,500.00
2 Master-Planned R/W (Public) Improvements	_____	_____	_____
3 Interim Improvements (not including Grading Work)	_____	_____	_____
4 On-Site Public Improvements	_____	_____	_____
5 On-site Non-Public Improvements	_____	_____	_____
6 Additional Bond Improvements (beyond typical)	_____	_____	_____

NOTES:

- All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 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
- Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- A current title report shall be submitted for bonding purposes.**

PREPARED BY:

JAVATDM.ASLAM *Jf. ,,,*

 Engineer's Name & Signature
 CIVIL TRANS INC

 Company
 (909)396-1131

 Tel No/Email



QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS March 2018

Project#: Tract No. 36634 - Street Improvements, PWIM 2019-0020

Location: Fullerton Ave and Taber St.

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
<i>!Removal</i>				
AC Berm	LF	\$8.00	0	\$ -
AC Pavement (Fullerton, ex "sidewalk" is AC Pavement)	SF	\$3.00	2200	\$ 6,600.00
Curb Only	LF	\$10.00	0	\$ -
Curb & Gutter (Hudson Ave)	LF	\$16.00	31.5	\$ 504.00
D/W Approach	SF	\$13.00	0	\$ -
Sidewalk (Hudson Ave)	SF	\$8.00	126.5	\$ 1,012.00
W/C Ramp	SF	\$8.00	0	\$ -
Sawcut (Hudson)	SF	\$3.00	320	\$ 960
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 9,076.00

<i>!Relocation</i>				
PowerTelephone Pole	EA	\$5,000.00	0	\$ -
Pull Boxes	EA	\$500.00	0	\$ -
Street Light	EA	\$6,000.00	0	\$ -
Street Sign	EA	\$400.00	1	\$ 400.00
OTHER= Catch Basin	EA	\$7,000.00	1	\$ 7,000.00
OTHER=				\$ -
			SUBTOTAL	\$ 7,400.00

<i>!Asphalt</i>				
AC Berm 6"	LF	\$35.00	0	\$ -
AC Berm 8"	LF	\$38.00	0	\$ -
AC Fogseal	SY	\$5.00	0	\$ -
AC Overlay	SY	\$8.00	3,052	\$ 24,416.00
<i>AC Pavement</i>	SF		17,004	\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00	425.1	\$ 80,769.00
Base (sf x depth / 27)	CY	\$110.00	354.25	\$ 38,967.50
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 144,152.50

<i>!concrete</i>				
Alley Approach, 8" PCC	SF	\$28.00	0	\$ -
Curb Only6"	LF	\$35.00	0	\$ -
Curb Only8"	LF	\$39.00	0	\$ -
Curb & Gutter 6"	LF	\$42.00	916	\$ 38,472.00
Curb & Gutter 8"	LF	\$44.00		\$ -

Cross Gutter & Spandrel	SF	\$29.00	410	\$ 11,890.00
D/W Approach, Complete	EA	\$6,000.00		\$ -
D/W Approach, 6"	SF	\$28.00	902	\$ 25,256.00
D/W Approach, 8"	SF	\$28.00		\$ -
Pavement, 6"	SF	\$13.00		\$ -
Pavement, 8"	SF	\$15.00		\$ -
Sidewalk, 4"	SF	\$13.00	7,501	\$ 97,513.00
V-Gutter	SF	\$38.00		\$ -
W/C Ramp	EA	\$3,800.00	1	\$ 3,800.00
W/C Ramp	SF	\$30.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			SUBTOTAL	\$ 176,931.00

IStorm Drain


Box Culvert (Including Backfill)	CY	\$3,500.00		\$ -
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$ -
Catch Basin, W<8'	EA	\$7,000.00		\$ -
Catch Basin, W>8'	EA	\$10,500.00		\$ -
Channel, Reinf. Cone. Lined	SF	\$13.00		\$ -
Channel, Open Cone. <24"	LF	\$150.00		\$ -
Channel, Open Cone. 27"-36"	LF	\$250.00		\$ -
Channel, Open Cone. 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	\$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		\$ -
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	4	\$	12,000.00
Underwalk Drain, W>6'	EA	\$4,000.00		\$	-
OTHER= Curb Drain	EA	\$40.00	22	\$	880.00
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	12,880.00

Street Lights

Pull Box No. 3 1/2	EA	\$500.00		\$	-
Pull Box No. 5	EA	\$700.00		\$	-
Service Point	EA	\$7,000.00	1	\$	7,000.00
St. Light, 501 - 1 only	EA	\$5,000.00		\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00	4	\$	19,600.00
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	3	\$	16,200.00
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= Stop Sign	EA	\$400.00	1	\$	400.00
OTHER=				\$	-
SUBTOTAL				\$	43,200.00

Traffic

Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$	-
4" Retroflective Pvmnt. Mrkr	EA	\$5.00	100	\$	500
Arrows, STOP Sign	EA	\$40.00	5	\$	200
Striping, 8" Sid wh Uylw	LF	\$0.65	740	\$	481
Striping 12" Sid wh Uylw	LF	\$2.50	15	\$	37.5
Striping, Skip <i>	LF	\$0.35	587	\$	206
Striping, Double 	LF	\$0.75	781	\$	586
SUBTOTAL				\$	2,010.50

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	1	\$	500.00
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	500.00

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	1	\$	2,000.00
Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
WELL MON	EA	\$1,000.00	1	\$	1,000.00
OTHER=				\$	-
OTHER=				\$	-
SUBTOTAL				\$	3,000.00

Water

Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00		\$	-
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		\$ -
Fire Hydrant, 6"	EA	\$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	\$ -
			TOTAL COST	\$ 399,150.00

PREPARED BY:

Javaid M. Aslam 
Engineer's Name & Signature
 Civil Trans Inc
 Company
 (909)396-1131
 Tel No/Email





Cash Register Receipt

City of Corona

Receipt Number
R51357

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2019-0020 Address: TTM 36634 APN:			
LABOR & MATERIAL BOND - PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$259,500.00
TOTAL FEES PAID BY RECEIPT: R51357			\$259,500.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R51356

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2019-0020 Address: TTM 36634 APN:			
FAITHFUL PERFORMANCE BOND - PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$519,000.00
TOTAL FEES PAID BY RECEIPT: R51356			\$519,000.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

BOND NO. 4480945
INITIAL PREMIUM: \$10,785.00
SUBJECT TO RENEWAL

CITY OF CORONA
SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and
Poppybend LLC
("PRINCIPAL") have entered into an Improvement Agreement dated on or about the __
day of February, 2013 for public improvements to be constructed as part of
the
T36634 Fullerton And Taber - Street

project ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by
reference;

WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to
provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, for the
performance of the Improvement Agreement;

NOW, Markel Insurance Company THEREFORE, the PRINCIPAL and

a
company organized and doing business under and by virtue of the laws of the State of Illinois
and duly licensed to conduct a general surety business in the State of California, as "SURETY,"
are held and firmly bound unto the CITY, as "OBLIGEE," in the sum of

Five Hundred Nineteen Thousand and 00/100 DOLLARS
(\$519,000.00) for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by
these presents.

The condition of this obligation is such, that if the above bounded PRINCIPAL, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and
well and truly keep and perform the covenants, conditions and provisions in said Improvement
Agreement and any alteration thereof made as therein provided, on his or their part, to be kept
and performed at the time and in the manner therein specified, and in all respects according to
their true intent and meaning, and shall indemnify and save harmless the CITY, its officers,

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement or the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition to the terms of the Improvement Agreement or to the work or specifications.

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Orange, California, this 24th day of February, 2025.

PRINCIPAL

SURETY

Poppybend LLC
Print Name

Markel Insurance Company
Print Name

By: Melvin Aou
Signature

By: [Signature]
Signature

Melvin Aou
Name

Shaunna Rozelle Ostrom
Name

Manager
Title

Attorney-in-Fact
Title

2/25/25
Date

February 24th, 2025
Date

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 02/24/2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

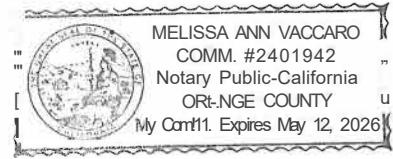
personally appeared Shaunna Rozelle Ostrom
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

Signatur 9fc.o:v
Melissa Ann Vaccaro

(Seal)



ACKNOWLEDGMENT

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

State of California
County of Orange)

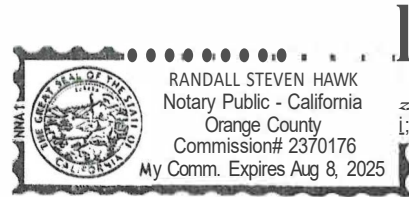
on 25-Feb-2025 before me, Randall Steven Hawk, Notary Public
(insert name and title of the officer)

personally appeared Melvin Aou,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



Subdivision Improvements Performance Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

N WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August, 2024.

SureTec Insurance Company

By: [Signature]
Michael C. Keimig, President



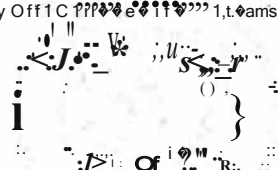
Markel Insurance Company

By: [Signature]
Lindy Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of August, 2024 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

N TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Office Seal, in the County of Harris, the day and year first above written.



By: [Signature]
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been rescinded.

N WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February, 2025.

SureTec Insurance Company

By: [Signature]
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510023
For verification of the authority of this Power you may call (713)812-0600 on any business day between 8:30 AM and 5:00 PM CST.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Orange, California, this 24th day of February, 2025.

PRINCIPAL

SURETY

Poppybend LLC
Print Name
By: Melvin Aou
Signature
Melvin Aou
Name
Manager
Title
-z./1-s /?..S
Date

Markel Insurance Company
Print Na
By: [Signature]
Signature
Shaunna Rozelle Ostrom
Name
Attorney-in-Fact
Title
February 24th, 2025
Date

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California

County of Orange)

On 02/24/2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro

(Seal)



ACKNOWLEDGMENT

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

State of California
County of Orange)

on 25-Feb-2025 before me, Randall Steven Hawk, Notary Public
(insert name and title of the officer)

personally appeared Melvin Aou,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *£2d iil-*

(Seal)



Subdivision Improvements Payment Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August, 2024.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

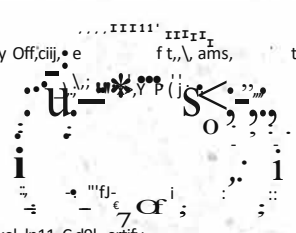
By:

Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal, this 20th day and year first above written.



By:

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February, 2025.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510023
For verification of the authority of this Power you may call (713)812-0100 on any business day between 8:30 AM and 5:00 PM CST.

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T36634 FULLERTON AND TABOR -
LANDSCAPE
DWG19-041 HI - PWSP2021-0013
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **2nd day of April 2025**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **POPPYBEND LLC, a California limited liability company with its principal offices located at, 18340 Yorba Linda Boulevard Suite 107-200, Yorba Linda, CA 92886** (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 **T36634 Fullerton And Taber - Landscape** 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 bonds for said work and improvements is the amount of **ONE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$124,400.00)** 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:
Poppybend LLC
18340 Yorba Linda Blvd. Suite 107-200
Yorba Linda, CA 92886

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

**Poppybend LLC,
a California limited liability company**

By: Melvin Aou
Melvin Aou, manager

**SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT**

ATTEST:

CITY CLERK
OF THE CITY OF **CORONA**

CITY OF **CORONA**

By: _____
City Clerk

By: _____
Joanne Coletta, Planning and Development Director

(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 IN COMPLIANCE WITH C.M.L. CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On FEBRUARY 25, 2025 before me ' NAZITA RAMIN, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MELVIN SHUN-MING AOU
who proved to me on the basis of satisfactory evidence to be th \son(s) whose name(s) first e
to the within instrument and acknowl?? d to me th t h..o/she/they executed th me in
e c re their authorized capacity(ies), and that b er/their signature(s) on the instrument the
son(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 ai? cial seal.

Signature (IK) (Seal)

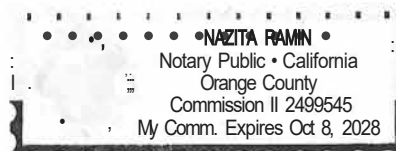


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

THE SOUTHERLY ONE-HALF OF LOT 140 OF ORANGE HEIGHTS, AS SHOWN BY MAP ENTITLED "AMENDED MAP OF DIVISION #1 OF ORANGE HEIGHTS" ON FILE IN BOOK 2, PAGE 1 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THOSE PORTIONS OF HUDSON AVENUE AND FULLERTON AVENUE VACATED BY RESOLUTION #95-03 OF THE CITY COUNCIL OF THE CITY OF CORONA RECORDED JANUARY 23, 1995 #19877.

EXCEPTING THEREFROM THAT PORTION SET-OUT IN THAT FINAL ORDER OF CONDEMNATION, CASE NO. 229550 SUPERIOR COURT, IN THE COUNTY OF RIVERSIDE, RECORDED MAY 18, 1993 AS INSTRUMENT NO. 185144 OF OFFICIAL RECORDS.

APN: 120-340-018 and 120-451-040

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

SEE ATTACHED

Faithful Performance	\$124,400.00
Labor and Material	\$62,200.00

BOND ESTIMATE SHEET
 (4\$, f w lnprovementS:other than GraditigWork Only):

PrqJe
 t.oeation
 'DW(#Noi,

ITM 35634 - CPO Maintenance Site
Fullerton Ave
19-041 H

DATE: 2/12/25

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Materials
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Mester Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements	\$95,551.70	\$124,400 ⁰⁰	\$62,200 ⁰⁰
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

NOTES:

- 1 AU construction cost estimate should be attached to this form, including a public utility fee schedule.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost to include Engineering, Contracting & Planning. The 130% is the estimated total construction cost.
- 3 Labor & Materials Bond Estimate shall be 50% of the estimated Performance Bond.
- 4 City starts ball review. Estimate and major changes to the four categories' estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

PREPARED BY:

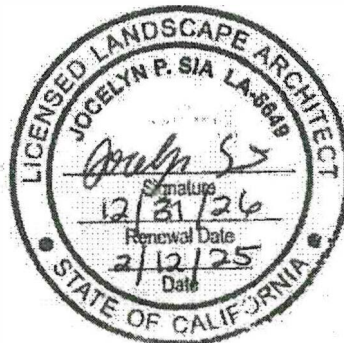
Jocelyn Sia

Jocelyn Sia
 SAITC, Jia signature

WET stamp 4 DATE

Co (M) of A
 23 11 JSD
 i:Einai

Jc<:el/stfp'n,y b7bLde l'-tA.





Cash Register Receipt

City of Corona

Receipt Number
R51355

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2021-0019 Address: TM 36634 APN:			
FAITHFUL PERFORMANCE BOND - PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$124,400.00
TOTAL FEES PAID BY RECEIPT: R51355			\$124,400.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt
City of Corona

Receipt Number
R51354

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2021-0019 Address: TM 36634 APN:			
LABOR & MATERIAL BOND - PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$62,200.00
TOTAL FEES PAID BY RECEIPT: R51354			\$62,200.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

BOND NO. 4480946
INITIAL PREMIUM: \$2,988.00
SUBJECT TO RENEWAL

CITY OF CORONA
SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Poppybend LLC ("PRINCIPAL") have entered into an Improvement Agreement dated on or about the 28 day of February, 2021 for public improvements to be constructed as part of the T36634 Fullerton And Taber - Landscape

project ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference;

WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, for the performance of the Improvement Agreement;

NOW, Markel Insurance Company THEREFORE, the PRINCIPAL and

Markel Insurance Company, a company organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct a general surety business in the State of California, as "SURETY," are held and firmly bound unto the CITY, as "OBLIGEE," in the sum of

One Hundred Twenty-Four Thousand Four Hundred and 00/100 DOLLARS (\$ 124,400.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the above bounded PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers,

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement or the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition to the terms of the Improvement Agreement or to the work or specifications.

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Orange, California, this 24th day of February, 2025 .

PRINCIPAL

SURETY

Poppybend LLC

 Print Name

By: Melvin Abu

 Signature

M.f.a. A.O.I.F.

 Name

Manager

 Title

1-15/25

 Date

Markel Insurance Company

 Print Name

By: [Signature]

 Signature

Shaunna Rozelle Ostrom

 Name

Attorney-in-Fact

 Title

February 24th, 2025

 Date

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California
County of Orange

On 07/17/2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature J (Seal)
Melissa Ann Vaccaro

ACKNOWLEDGMENT

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

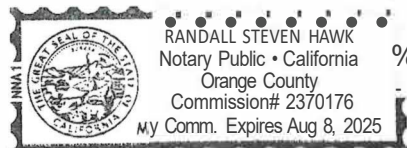
State of California
County of Orange

On 25-Feb-2025 before me, Randall Steven Hawk, Notary Public
(insert name and title of the officer)

personally appeared Melina Ou
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *tl* (Seal)

Subdivision Improvements Performance Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

N WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August, 2024.

SureTec Insurance Company

By: [Signature]
Michael C. Keimig, President



Markel Insurance Company

By: [Signature]
Lindy Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

N TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal, this 20th day of August, 2024.

[Signature]
By: Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

N WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February, 2025.

SureTec Insurance Company

By: [Signature]
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and with any violation, 510023
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Orange, California, this 24th day of February, 2025.

PRINCIPAL

SURETY

Poppybend LLC
Print Name

Marke! Insurance Company
PrintNa

By: Melvin Abu
Signature

By: Shaunna Rozelle Ostrom
Signature

Mt\ v'-.'" Abu
Name

Shaunna Rozelle Ostrom
Name

0! Lift). ger
Title

Attorney-in-Fact
Title

2/25/25
Date

February 24th. 2025
Date

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

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

State of California

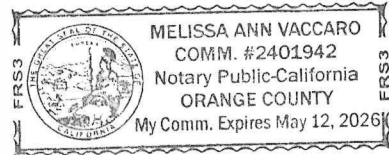
County of Orange

On 02/24/2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom
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.



Signatur UJ\() (Seal)
Melissa Ann Vaccaro

ACKNOWLEDGMENT

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

State of California
County of Orange

on 25-Feb-2025 before me, Randall Steven Hawk, Notary Public
(insert name and title of the officer)

personally appeared Melvin Aou,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature #,d .ll (Seal)

Subdivision Improvements Payment Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

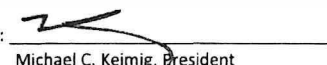
Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

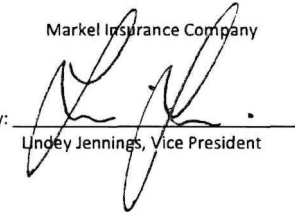
This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August, 2024.

SureTec Insurance Company
By: 
Michael C. Keimig, President

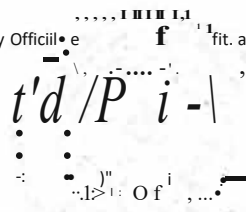


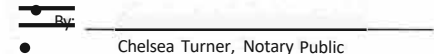
Markel Insurance Company
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal, this 20th day of August, 2024.

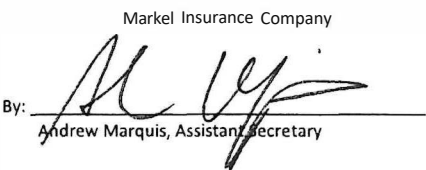


By: 
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February, 2025.

SureTec Insurance Company
By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company
By: 
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510023
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

**AGREEMENT FOR SURVEY MONUMENTATION
136634 FULLERTON AND TABOR- PWLE2019-0013**

This Agreement is entered into as of this **2nd** day of **April 2025**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **POPPYBEND LLC**, a California **limited liability company** with its principal offices located at, **18340 Yorba Linda Boulevard Suite 107-200, Yorba Linda, CA 92886** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **TRACT MAP 36634** (hereinafter referred to as **T36634** map) has submitted to the City for its approval and subsequent recordation a map prepared by **CIVIL TRANS INC.** containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **T36634** prior to having interior monuments set for said **T36634** Map, and in consideration has instructed to certify on said **T36634** Map that monuments will be set within **ONE YEAR** after recordation of **T36634** Map. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **SIX THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$6,900.00)** 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 for the setting of monuments 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 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.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. 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 (aches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: 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. 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 arrange for the completion of all remaining work. All such work 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.

SIXTH: 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.

SEVENTH: 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

EIGHTH: If Developer fails to comply with the provisions of 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.

NINTH: 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 S. Vicentia Avenue
Corona, California 92882**

DEVELOPER:

**Poppybend LLC
18340 Yorba Linda Blvd. Suite 107-200
Yorba Linda, CA 92886**

TENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements, either in writing 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.

**Poppybend LLC,
a California limited liability company**

By: Melvin Aou
Melvin Aou, manager

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By:-----
City Clerk

By:-----
Joanne Coletta, Planning and Development Director

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

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES-DEVELOPER AND PUBLIC WORKS PROJECT FILE

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

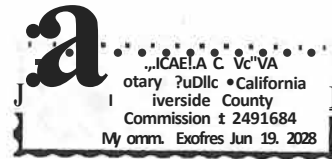
on February 25, 2025 before me, Micaela C Leyva, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Micaela C Leyva (Seal)





Cash Register Receipt

City of Corona

Receipt Number
R51360

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2021-0019 Address: TM 36634 APN:			
FAITHFUL PERFORMANCE BOND - SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$6,900.00
TOTAL FEES PAID BY RECEIPT: R51360			\$6,900.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

Surety Bond No. 4480948

Premium: \$250.00

SURVEY MONUMENTATION BOND

WHEREAS, the City of Corona, a municipal corporation of the State of California ("City") by its City Council, and _____ ~~FOR~~ PRY bend LLC _____ (hereinafter designated as "Principal") have entered into an Agreement whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated f-e r1.1.01 S fi, 2025, and identified as Project T36634 Fullerton and Taber - Monumentation is hereby referred to and made a part hereof as if fully set forth herein, and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement.

NOW, THEREFORE, we, the Principal and _____ Markel Insurance Company _____ as Surety are held and are firmly bound unto the City of Corona, (hereinafter called "City"), in the penal sum of _____ Six Thousand Nine Hundred and 00/100 _____ Dollars (\$6,900.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions

SURVEY MONUMENTATION BOND

in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning; and shall faithfully fulfill the one-year guarantee as set forth in the said Agreement; and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The Surety thereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications; and expressly waives the defenses of statutes of limitation, laches and estoppel in the event said extensions of time, alterations, changes or additions are granted or made.

Surety, by executing this Faithful Performance Bond, warrants and alleges that it has read the said Agreement or by signing this bond shall be deemed to have read said Agreement and knows the contents and all provisions therein contained, and shall be bound by each and every term, condition and provision contained therein.

SURVEY MONUMENTATION BOND

This bond is executed and filed in accordance with Sections 66499, 66499.1, 66499.3, 66499.4, 66499.7, 66499.8 and 66499.9 of the California Government Code and applicable sections of the City's Regulations as provided in Chapter 15.48, Title 15 of said City Code.
Signed, Sealed and Dated: February 24th, 2025

Poppybend LLC

Name of Principal

By: 1

By: Melvin Aou

(Attach acknowledgment of signatures of both Principal and Surety)

18340 Yorba Linda Boulevard, Suite 107-200
Address

(Attorney-in-Fact must attach copy of Power of Attorney evidencing authority to bind Surety)

Yorba Linda, CA 92886
City and State

Markel Insurance Company
Name

By: GE **AAU**
Attorney-in-Fact, Shaunna Rozelle Ostrom

3111 Camino del Rio N, Suite 900
Address

San Diego, CA 92108
City and State

ACKNOWLEDGMENT

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

State of California

County of Orange _____)

On 02-24-2025 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature (Seal) _____
Melissa Ann Vaccaro

ACKNOWLEDGMENT

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

State of California
County of Orange)

on 25-Feb-2025 before me, Randall Steven Hawk, Notary Public
(insert name and title of the officer)

personally appeared Melvin Aou
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

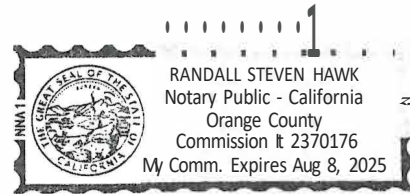
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature __

--- # ---

(Seal)



Survey Monumentation Bond

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

N WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August, 2024.

SureTec Insurance Company

By: Michael C. Keimig, President



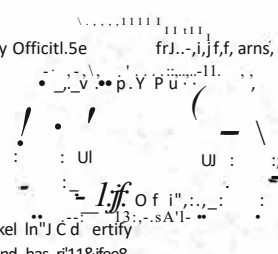
Markel Insurance Company

By: Undey Jennings, Vice President

State of Texas
County of Harris:

On this 20th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal, this 20th day of August, 2024.



By: Chelsea Turner, Notary Public
My commission expires 7/9/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

N WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the day of February, 2025.

SureTec Insurance Company

By: M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and of no effect. 510023
For verification of the authority of this Power you may call (713)812 0800 on any business day between 8:30 AM and 5:00 PM CST.



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Public Works Department

2025-129

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

MAINTENANCE/GENERAL SERVICES AGREEMENTS WITH VARIOUS FIRMS FOR TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve the Maintenance/General Services Agreements with St. Francis Electric, LLC., Econolite Systems, Inc., Bear Electrical Solutions, LLC., Crosstown Electrical & Data, Inc., and Macadee Electrical Construction for traffic signal maintenance and repair services.

RECOMMENDED ACTION:

That the City Council:

- a. Award Request for Proposals No. 25-017SB for traffic signal maintenance and repair services to St. Francis Electric, LLC, Econolite Systems, Inc., Bear Electrical Solutions, LLC, Crosstown Electrical & Data, Inc., and Macadee Electrical Construction.
- b. Approve the Maintenance/General Services Agreements with St. Francis Electric, LLC, Econolite Systems, Inc., Bear Electrical Solutions, LLC, Crosstown Electrical & Data, Inc., and Macadee Electrical Construction.

- c. Authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreements with St. Francis Electric, LLC., Econolite Systems, Inc., Bear Electrical Solutions, LLC, Crosstown Electrical & Data, Inc., and Macadee Electrical Construction in the amount of \$200,000 each per fiscal year for the initial contract term ending June 30, 2026, with two two-year option year renewals ending June 30, 2030.
- d. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% as authorized in Corona Municipal Code Section [3.08.060\(J\)](#).
- e. Authorize the City Manager, or his designee, to issue a purchase order to St. Francis Electric, LLC., Econolite Systems, Inc., Bear Electrical Solutions, LLC, Crosstown Electrical & Data, Inc., and Macadee Electrical Construction in accordance with the duly authorized and executed agreements.

BACKGROUND & HISTORY:

The City of Corona Public Works Department maintains the City's traffic signal system inventory, which includes 171 traffic signals and over 40 electronic traffic control devices.

These devices, collectively known as the City's Traffic Signal System, contribute to the City's transportation infrastructure and play a vital role in providing safe, reliable transportation in the area. Damage and maintenance of this infrastructure plays a direct role in maintaining that infrastructure. While the City employs staff and contractors to perform routine maintenance and repairs of these facilities, some repairs are too numerous, require tools, equipment, or additional labor beyond staff's capabilities, and require the assistance of larger teams. In these cases, staff rely on outside contractors to supply additional labor, tools, equipment, materials, and the like to help complete repairs and maintenance of the traffic signal system in a timely fashion.

To ensure that repairs can be made expeditiously, multiple contractors were selected for award since it is likely the selected firms provide similar services to multiple agencies, and their staff may not always be available in a timely fashion to the City. When requests for work are made to the contractor, staff will select one of these five pre-selected firms that can provide the timeliest, most cost-effective, and reliable service to properly perform the repair or task on a case-by-case basis.

The tasks and functions for the selected firms include the repair of damaged traffic signal systems that can occur either by collision, age, weather conditions, construction activities, or other means. Damage to the traffic signals can occur 24 hours a day, 7 days a week, 365 days a year. The timely repair of this damage is important. Selected firms are expected to respond to repairs within a timely manner.

The selected firms may also perform maintenance repairs to any part of the traffic signal system. This may include the replacement of traffic signal hardware, installation of traffic

signals poles and standards, and any other types of repairs that may be necessary to ensure a fully functional and optimal traffic signal system.

ANALYSIS:

Request for Proposals (RFP) 25-017SB for Traffic Signal Maintenance and Repair Services was advertised on November 26, 2024, pursuant to Corona Municipal Code (CMC) Section 3.08.110 Non-public projects formal bidding procedure, and posted on the City’s bidding portal, PlanetBids. On January 14, 2025, six (6) proposals were received through the PlanetBids bidding service from seven hundred and sixty-two (762) potential vendors.

Proposals were evaluated by three staff members from the Public Works Department, Traffic Engineering Division. Firms were evaluated based upon their ability to provide the services specified in the Scope of Work based on the following criteria:

- **Completeness of Response: Pass or Fail.** Responses must be complete and include proposal content requirements and subsequent addenda.
- **Work Plan/Work Organization: 25 points.** Provide work plan approach to accomplish the operation and maintenance tasks as defined in the work statement. Demonstrate that appropriate personnel and equipment will be positioned efficiently to fulfill requirements.
- **Qualifications of Company and Personnel: 25 points.** The strength and stability of the firm, qualifications, technical competence, and experience of proposed staff. Demonstrated knowledge of the scope of work required, capability of performing specific tasks, and adequacy of staff to provide the required services.
- **Approach to Safety Measures: 25 points.** Ability to illustrate a clear approach to safety measures.
- **Reasonableness of Cost and Price: 25 points.** Reasonableness of the firm’s hourly rates and competitiveness of quoted rates with other proposals received.

The summary of bidder evaluation rankings is presented below:

Vendor	Location	Ranking
St Francis Electric, LLC	Riverside, CA	1
Econolite Systems, Inc.	Anaheim, CA	2
Bear Electrical Solutions, LLC	Alviso, CA	3
Crosstown Electrical & Data, Inc.	Irwindale, CA	4
Macadee Electrical Construction	Colton, CA	5
Yunex, LLC	Riverside, CA	Non-responsive

After evaluation, staff recommends awarding to five (5) contractors: St. Francis Electric, LLC., Econolite Systems, Inc., Bear Electrical Solutions, LLC., Crosstown Electrical & Data, Inc., and Macadee Electrical Construction. The annual agreement amounts recommended for each award is \$200,000. The evaluation team found the sixth vendor non-responsive due to exceptions to the City agreement and insurance requirements.

FINANCIAL IMPACT:

Funding for the recommended actions is available in the Miscellaneous Repair and Replacement of Traffic Signals Operating and Maintenance Project No. 70940 within the Gas Tax Fund 222 and LMD84-1 Street Lights Fund 446. Traffic signal maintenance and repair services are jointly funded by the California Gas Tax and the Lighting Maintenance District 84-1 tax and funds for these services are allocated each year in the Operating and Maintenance Project.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption 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 involves the approval of traffic signal repair and maintenance services agreements, and there is no possibility that these actions will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: ROSALVA URENO, CITY TRAFFIC ENGINEER

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Maintenance/General Services Agreement with St. Francis Electric, LLC
2. Exhibit 2 – Maintenance/General Services Agreement with Econolite Systems, Inc.
3. Exhibit 3 – Maintenance/General Services Agreement with Bear Electrical Solutions, LLC
4. Exhibit 4 – Maintenance/General Services Agreement with Crosstown Electrical & Data, Inc.
5. Exhibit 5 – Maintenance/General Services Agreement with Macadee Electrical Construction

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ST. FRANCIS ELECTRIC, LLC
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025 by (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and St. Francis Electric, LLC a Limited Liability Company with its principal place of business at 2100 Iowa Ave., Riverside, CA 92507 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing traffic signal maintenance repair services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Traffic Signal Maintenance Services – RFP 25-017SB project (“Project”) as set forth in this Agreement.

2.3 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

3. TERMS.

3.1 Scope of Services and Term.

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REV. 3.3.6 - PTEAM 06292023

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Savat Khamphou, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Guy Smith, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of

Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best’s rating no less than A-:X and

authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Thousand Dollars (\$200,000.00) per fiscal year ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and

if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

St. Francis Electric, LLC
2100 Iowa Ave.
Riverside, CA 92507
Attn: Guy Smith

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing

any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

[SIGNATURES ON NEXT 2 PAGES]

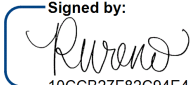
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**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ST. FRANCIS ELECTRIC, LLC
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou, PE
Public Works Director

Reviewed By: 
Signed by:
10CGB27F82C94E4...
Rosalva Ureno
City Traffic Engineer

Reviewed By: 
DocuSigned by:
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

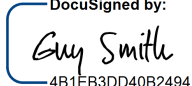
Attest:

Sylvia Edwards
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ST. FRANCIS ELECTRIC, LLC
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

ST. FRANCIS ELECTRIC, LLC
a Limited Liability Company

By: 
4B1EB3DD40B2494

Guy Smith
President

EXHIBIT “A” SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”).

The Services are more particularly described herein.

General Requirements

The contractor shall be required to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal repair and maintenance services on an “as-needed” basis necessary for this project.

The City of Corona currently maintains the following traffic signal system inventory:

- • 172– Traffic Signals
- • 44 – Electronic Traffic Control Devices

These devices collectively known as the City’s Traffic Signal System, contribute to the City’s transportation infrastructure and play a vital role in providing safe reliable transportation in the area. Damage and maintenance of this infrastructure plays a direct role in maintaining that infrastructure. Although, the City employees staff and contractors to perform routine maintenance and repairs of these facilities, some repairs are too numerous, require tools, equipment, or additional labor beyond staff’s capabilities and require the assistance of larger teams. In these cases, staff relies on outside contractors to supply additional labor, tools, equipment, materials and the like to help complete repairs and maintenance of the traffic signal system in a timely fashion.

The following is meant as a list of tasks and functions the Contractor is expected to perform. This is not an inclusive list and will include other related tasks and functions related to the maintenance and repair of the traffic signal system.

Damage Repair - Knockdowns

Damage can occur to the traffic signal system either by collision, age, weather conditions, construction activities, or other means. Damage can also occur 24 hours a day, 7 days a week, 365 days a year. The timely repair of this damage is important. Selected firms are expected to respond to repairs within a timely manner.

Routine Maintenance / Repairs

The contractor may be required to perform maintenance repairs to any part of the traffic signal system. This may include but will not be limited to the following:

- Replacement of lights, signal indications, or modules
- Replacement or repair of Video Detection Camera Systems
- Replacement or repair of EVP (Emergency Vehicle Preemption) systems
- Replacement or repair of CCTV\PTZ cameras and cables
- Replacement of Type II and Type III Electrical Services
- Replacement or repair of traffic signal and fiber optic pull boxes
- Replacement or repair of damaged wiring
- Replacement or repair or mounting of piping and framework
- Replacement or repair or mounting of signal controller cabinet
- Replacement or repair or mounting of pedestrian buttons
- Replacement or repair of inductive vehicle detection loops
- Replacement or repair or installation of signal poles and standards
- Replacement or repair of foundations and anchor bolts
- Replacement or repair or installation of traffic signal and interconnect conduit
- Replacement or repair or installation of in-pavement or pole mounted lights, beacons, or indications
- Replacement or repair or mounting of solar panels, control boxes and traffic control signs
- Replacement or repair or mounting of signal system mounted signs, internally illuminated street name signs, or luminaires

All necessary traffic control required by the CA-MUTCD shall be provided by the contractor and included in their rates. No additional compensation shall be granted for traffic control.

NOTE – NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be “maintenance work” under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d), and does not include “public project” work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibits “B” and “C” attached hereto, might include “public project” work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

Routine calls for service shall be answered within 1 business day. Emergency calls for service shall be returned within 30 minutes. A 24/7 phone number shall be provided to the city for emergency calls by each firm. Routine service calls shall be scheduled with designated staff. Emergency calls for services shall result in contractor staff on site within 2 hours of contact made unless arrangements have been made with designated staff.

The contract term can be extended at the City’s discretion with two option contract renewals:

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2028
- Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2030

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

AS-NEEDED SERVICES

Each individual call-out under this Agreement is a separate project for purposes the City’s bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City’s Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than 1 business day after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within 30 minutes of being notified by City that there is an emergency, and to be mobilized and on-site within two (2) hours of such emergency notification by City.

**EXHIBIT “C”
COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Line Item	Description	Normal Rate	Emergency Rate
1	Electrician / Crane Operator (Per Hour)	\$ 124.00	\$ 215.00
2	Electrical Technician (Per Hour)	\$ 115.00	\$ 198.00
3	Laborer (Per Hour)	\$ 115.00	\$ 198.00
4	Crane (Per Hour)	\$ 99.00	\$ 99.00
5	Utility Truck (Per Hour)	\$ 30.00	\$ 30.00
6	Bucket Truck (Per Hour)	\$ 38.00	\$ 38.00
7	Dump Truck (Per Hour)	\$ 199.00	\$ 199.00
8	Dump/Disposal Fees (Per Load)	\$ 250.00	\$ 250.00



BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ECONOLITE SYSTEMS, INC.
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025 by (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Econolite Systems, Inc. a California Corporation with its principal place of business at 1250 N. Tustin Ave., Anaheim, CA 92807 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing traffic signal maintenance repair services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Traffic Signal Maintenance Services – RFP 25-017SB project (“Project”) as set forth in this Agreement.

2.3 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

3. TERMS.

3.1 Scope of Services and Term.

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3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Savat Khamphou, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Christian U. Haas, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of

Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and

authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Thousand Dollars (\$200,000.00) per fiscal year ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and

if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

Econolite Systems, Inc.
1250 N. Tustin Ave.
Anaheim, CA 92807
Attn: Christian U. Haas

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing

any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

[SIGNATURES ON NEXT 2 PAGES]

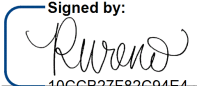
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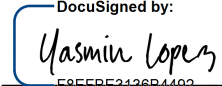
**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ECONOLITE SYSTEMS, INC.
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou, PE
Public Works Director

Reviewed By: 
Rosalva Ureno
City Traffic Engineer

Reviewed By: 
Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edwards
Sylvia Edwards
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ECONOLITE SYSTEMS, INC.
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

ECONOLITE SYSTEMS, INC.
a California Corporation

By: 
FD420340A77B4B2...
Huy Huynh
Vice-President, Finance

By: 
021CFD6A42384A6...
Alice Cook
Secretary

EXHIBIT “A” SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”).

The Services are more particularly described herein.

General Requirements

The contractor shall be required to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal repair and maintenance services on an “as-needed” basis necessary for this project.

The City of Corona currently maintains the following traffic signal system inventory:

- • 172– Traffic Signals
- • 44 – Electronic Traffic Control Devices

These devices collectively known as the City’s Traffic Signal System, contribute to the City’s transportation infrastructure and play a vital role in providing safe reliable transportation in the area. Damage and maintenance of this infrastructure plays a direct role in maintaining that infrastructure. Although, the City employees staff and contractors to perform routine maintenance and repairs of these facilities, some repairs are too numerous, require tools, equipment, or additional labor beyond staff’s capabilities and require the assistance of larger teams. In these cases, staff relies on outside contractors to supply additional labor, tools, equipment, materials and the like to help complete repairs and maintenance of the traffic signal system in a timely fashion.

The following is meant as a list of tasks and functions the Contractor is expected to perform. This is not an inclusive list and will include other related tasks and functions related to the maintenance and repair of the traffic signal system.

Damage Repair - Knockdowns

Damage can occur to the traffic signal system either by collision, age, weather conditions, construction activities, or other means. Damage can also occur 24 hours a day, 7 days a week, 365 days a year. The timely repair of this damage is important. Selected firms are expected to respond to repairs within a timely manner.

Routine Maintenance / Repairs

The contractor may be required to perform maintenance repairs to any part of the traffic signal system. This may include but will not be limited to the following:

- Replacement of lights, signal indications, or modules
- Replacement or repair of Video Detection Camera Systems
- Replacement or repair of EVP (Emergency Vehicle Preemption) systems
- Replacement or repair of CCTV\PTZ cameras and cables
- Replacement of Type II and Type III Electrical Services
- Replacement or repair of traffic signal and fiber optic pull boxes
- Replacement or repair of damaged wiring
- Replacement or repair or mounting of piping and framework
- Replacement or repair or mounting of signal controller cabinet
- Replacement or repair or mounting of pedestrian buttons
- Replacement or repair of inductive vehicle detection loops
- Replacement or repair or installation of signal poles and standards
- Replacement or repair of foundations and anchor bolts
- Replacement or repair or installation of traffic signal and interconnect conduit
- Replacement or repair or installation of in-pavement or pole mounted lights, beacons, or indications
- Replacement or repair or mounting of solar panels, control boxes and traffic control signs
- Replacement or repair or mounting of signal system mounted signs, internally illuminated street name signs, or luminaires

All necessary traffic control required by the CA-MUTCD shall be provided by the contractor and included in their rates. No additional compensation shall be granted for traffic control.

NOTE – NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be “maintenance work” under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d), and does not include “public project” work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibits “B” and “C” attached hereto, might include “public project” work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

Routine calls for service shall be answered within 1 business day. Emergency calls for service shall be returned within 30 minutes. A 24/7 phone number shall be provided to the city for emergency calls by each firm. Routine service calls shall be scheduled with designated staff. Emergency calls for services shall result in contractor staff on site within 2 hours of contact made unless arrangements have been made with designated staff.

The contract term can be extended at the City’s discretion with two option contract renewals:

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2028
- Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2030

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

AS-NEEDED SERVICES

Each individual call-out under this Agreement is a separate project for purposes the City’s bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City’s Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than 1 business day after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within 30 minutes of being notified by City that there is an emergency, and to be mobilized and on-site within two (2) hours of such emergency notification by City.

**EXHIBIT “C”
COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Line Item	Description	Normal Rate	Emergency Rate	DT/Sunday/Holiday Rate
1	Electrician / Crane Operator (Per Hour)	\$ 166.51	\$ 223.04	\$ 317.69
2	Electrical Technician (Per Hour)	\$ 166.51	\$ 223.04	\$ 317.69
3	Laborer (Per Hour)	\$ 166.51	\$ 223.04	\$ 317.69
4	Crane (Per Hour)	\$ 124.30	\$ 124.30	
5	Utility Truck (Per Hour)	\$ 49.42	\$ 49.42	
6	Bucket Truck (Per Hour)	\$ 49.72	\$ 49.72	
7	Dump Truck (Per Hour)	\$ 75.00	\$ 75.00	
8	Dump/Disposal Fees (Per Load)	\$ 350.00	\$ 350.00	

BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH BEAR ELECTRICAL SOLUTIONS, LLC
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025 by (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Bear Electrical Solutions, LLC a Limited Liability Company with its principal place of business at 1252 State Street, Alviso, CA 95002 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing traffic signal maintenance repair services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Traffic Signal Maintenance Services – RFP 25-017SB project (“Project”) as set forth in this Agreement.

2.3 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

3. TERMS.

3.1 Scope of Services and Term.

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3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Savat Khamphou, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Robert Asuncion, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of

Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best’s rating no less than A-:X and

authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Thousand Dollars (\$200,000.00) per fiscal year ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and

if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

Bear Electrical Solutions, LLC
1252 State Street
Alviso, CA 95002
Attn: Robert Asuncion

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing

any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

[SIGNATURES ON NEXT 2 PAGES]

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**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH BEAR ELECTRICAL SOLUTIONS, LLC
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou, PE
Public Works Director

Reviewed By: 
Signed by:
10CCB27F82C94E4...
Rosalva Ureno
City Traffic Engineer

Reviewed By: 
DocuSigned by:
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edwards
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH BEAR ELECTRICAL SOLUTIONS, LLC
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

BEAR ELECTRICAL SOLUTIONS, LLC
a Limited Liability Company

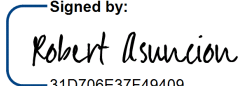
By:  Signed by:
34D706E37E49409.....
Robert Asuncion
Vice President

EXHIBIT “A” SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”).

The Services are more particularly described herein.

General Requirements

The contractor shall be required to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal repair and maintenance services on an “as-needed” basis necessary for this project.

The City of Corona currently maintains the following traffic signal system inventory:

- • 172– Traffic Signals
- • 44 – Electronic Traffic Control Devices

These devices collectively known as the City’s Traffic Signal System, contribute to the City’s transportation infrastructure and play a vital role in providing safe reliable transportation in the area. Damage and maintenance of this infrastructure plays a direct role in maintaining that infrastructure. Although, the City employees staff and contractors to perform routine maintenance and repairs of these facilities, some repairs are too numerous, require tools, equipment, or additional labor beyond staff’s capabilities and require the assistance of larger teams. In these cases, staff relies on outside contractors to supply additional labor, tools, equipment, materials and the like to help complete repairs and maintenance of the traffic signal system in a timely fashion.

The following is meant as a list of tasks and functions the Contractor is expected to perform. This is not an inclusive list and will include other related tasks and functions related to the maintenance and repair of the traffic signal system.

Damage Repair - Knockdowns

Damage can occur to the traffic signal system either by collision, age, weather conditions, construction activities, or other means. Damage can also occur 24 hours a day, 7 days a week, 365 days a year. The timely repair of this damage is important. Selected firms are expected to respond to repairs within a timely manner.

Routine Maintenance / Repairs

The contractor may be required to perform maintenance repairs to any part of the traffic signal system. This may include but will not be limited to the following:

- Replacement of lights, signal indications, or modules
- Replacement or repair of Video Detection Camera Systems
- Replacement or repair of EVP (Emergency Vehicle Preemption) systems
- Replacement or repair of CCTV\PTZ cameras and cables
- Replacement of Type II and Type III Electrical Services
- Replacement or repair of traffic signal and fiber optic pull boxes
- Replacement or repair of damaged wiring
- Replacement or repair or mounting of piping and framework
- Replacement or repair or mounting of signal controller cabinet
- Replacement or repair or mounting of pedestrian buttons
- Replacement or repair of inductive vehicle detection loops
- Replacement or repair or installation of signal poles and standards
- Replacement or repair of foundations and anchor bolts
- Replacement or repair or installation of traffic signal and interconnect conduit
- Replacement or repair or installation of in-pavement or pole mounted lights, beacons, or indications
- Replacement or repair or mounting of solar panels, control boxes and traffic control signs
- Replacement or repair or mounting of signal system mounted signs, internally illuminated street name signs, or luminaires

All necessary traffic control required by the CA-MUTCD shall be provided by the contractor and included in their rates. No additional compensation shall be granted for traffic control.

NOTE – NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be “maintenance work” under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d), and does not include “public project” work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibits “B” and “C” attached hereto, might include “public project” work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

Routine calls for service shall be answered within 1 business day. Emergency calls for service shall be returned within 30 minutes. A 24/7 phone number shall be provided to the city for emergency calls by each firm. Routine service calls shall be scheduled with designated staff. Emergency calls for services shall result in contractor staff on site within 2 hours of contact made unless arrangements have been made with designated staff.

The contract term can be extended at the City’s discretion with two option contract renewals:

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2028
- Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2030

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

AS-NEEDED SERVICES

Each individual call-out under this Agreement is a separate project for purposes the City’s bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City’s Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than 1 business day after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within 30 minutes of being notified by City that there is an emergency, and to be mobilized and on-site within two (2) hours of such emergency notification by City.

**EXHIBIT “C”
COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Line Item	Description	Normal Rate	Emergency Rate
1	Electrician / Crane Operator (Per Hour)	\$ 110.00	\$ 110.00
2	Electrical Technician (Per Hour)	\$ 110.00	\$ 110.00
3	Laborer (Per Hour)	\$ 85.00	\$ 85.00
4	Crane (Per Hour)	\$ 65.00	\$ 65.00
5	Utility Truck (Per Hour)	\$ 45.00	\$ 45.00
6	Bucket Truck (Per Hour)	\$ 45.00	\$ 45.00
7	Dump Truck (Per Hour)	\$ 40.00	\$ 40.00
8	Dump/Disposal Fees (Per Load)	\$ 60.00	\$ 60.00

For instances where City would like the Contractor to perform the scope on a time and material basis; the above rates will be used and material furnished by the Contractor will be charged at Cost Plus 10% Material Markup.



BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CROSSTOWN ELECTRICAL & DATA, INC.
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025 by (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Crosstown Electrical & Data, Inc. a California Corporation with its principal place of business at 5454 Diaz Street, Irwindale, CA 91706 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing traffic signal maintenance repair services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Traffic Signal Maintenance Services – RFP 25-017SB project (“Project”) as set forth in this Agreement.

2.3 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

3. TERMS.

3.1 Scope of Services and Term.

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3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Savat Khamphou, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates David P. Heermance, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of

Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and

authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Thousand Dollars (\$200,000.00) per fiscal year ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and

if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

Crosstown Electrical & Data, Inc.
5454 Diaz Street
Irwindale, CA 91706
Attn: David P. Heermance

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing

any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

[SIGNATURES ON NEXT 2 PAGES]


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REV. 3.3.6 - PTEAM 06292023

**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CROSSTOWN ELECTRICAL & DATA, INC.
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: Savat Khamphou
Savat Khamphou, PE
Public Works Director

Reviewed By: 
Signed by:
10CCB27F82C94E4...
Rosalva Ureno
City Traffic Engineer

Reviewed By: 
DocuSigned by:
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

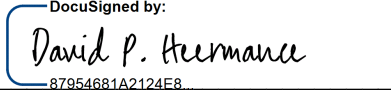
Attest:

Sylvia Edwards
City Clerk

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH CROSSTOWN ELECTRICAL & DATA, INC.
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CROSSTOWN ELECTRICAL & DATA, INC.
a California Corporation

By: 
David P. Heermance
CEO

By: 
Benjamin Heermance
CFO

EXHIBIT “A” SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”).

The Services are more particularly described herein.

General Requirements

The contractor shall be required to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal repair and maintenance services on an “as-needed” basis necessary for this project.

The City of Corona currently maintains the following traffic signal system inventory:

- • 172– Traffic Signals
- • 44 – Electronic Traffic Control Devices

These devices collectively known as the City’s Traffic Signal System, contribute to the City’s transportation infrastructure and play a vital role in providing safe reliable transportation in the area. Damage and maintenance of this infrastructure plays a direct role in maintaining that infrastructure. Although, the City employees staff and contractors to perform routine maintenance and repairs of these facilities, some repairs are too numerous, require tools, equipment, or additional labor beyond staff’s capabilities and require the assistance of larger teams. In these cases, staff relies on outside contractors to supply additional labor, tools, equipment, materials and the like to help complete repairs and maintenance of the traffic signal system in a timely fashion.

The following is meant as a list of tasks and functions the Contractor is expected to perform. This is not an inclusive list and will include other related tasks and functions related to the maintenance and repair of the traffic signal system.

Damage Repair - Knockdowns

Damage can occur to the traffic signal system either by collision, age, weather conditions, construction activities, or other means. Damage can also occur 24 hours a day, 7 days a week, 365 days a year. The timely repair of this damage is important. Selected firms are expected to respond to repairs within a timely manner.

Routine Maintenance / Repairs

The contractor may be required to perform maintenance repairs to any part of the traffic signal system. This may include but will not be limited to the following:

- Replacement of lights, signal indications, or modules
- Replacement or repair of Video Detection Camera Systems
- Replacement or repair of EVP (Emergency Vehicle Preemption) systems
- Replacement or repair of CCTV\PTZ cameras and cables
- Replacement of Type II and Type III Electrical Services
- Replacement or repair of traffic signal and fiber optic pull boxes
- Replacement or repair of damaged wiring
- Replacement or repair or mounting of piping and framework
- Replacement or repair or mounting of signal controller cabinet
- Replacement or repair or mounting of pedestrian buttons
- Replacement or repair of inductive vehicle detection loops
- Replacement or repair or installation of signal poles and standards
- Replacement or repair of foundations and anchor bolts
- Replacement or repair or installation of traffic signal and interconnect conduit
- Replacement or repair or installation of in-pavement or pole mounted lights, beacons, or indications
- Replacement or repair or mounting of solar panels, control boxes and traffic control signs
- Replacement or repair or mounting of signal system mounted signs, internally illuminated street name signs, or luminaires

All necessary traffic control required by the CA-MUTCD shall be provided by the contractor and included in their rates. No additional compensation shall be granted for traffic control.

NOTE – NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be “maintenance work” under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d), and does not include “public project” work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibits “B” and “C” attached hereto, might include “public project” work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

Routine calls for service shall be answered within 1 business day. Emergency calls for service shall be returned within 30 minutes. A 24/7 phone number shall be provided to the city for emergency calls by each firm. Routine service calls shall be scheduled with designated staff. Emergency calls for services shall result in contractor staff on site within 2 hours of contact made unless arrangements have been made with designated staff.

The contract term can be extended at the City’s discretion with two option contract renewals:

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2028
- Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2030

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

AS-NEEDED SERVICES

Each individual call-out under this Agreement is a separate project for purposes the City’s bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City’s Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than 1 business day after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within 30 minutes of being notified by City that there is an emergency, and to be mobilized and on-site within two (2) hours of such emergency notification by City.

**EXHIBIT “C”
COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Line Item	Description	Normal Rate	Emergency Rate
1	Electrician / Crane Operator (Per Hour)	\$ 115.00	\$ 115.00
2	Electrical Technician (Per Hour)	\$ 115.00	\$ 115.00
3	Laborer (Per Hour)	\$ 95.00	\$ 95.00
4	Crane (Per Hour)	\$ 95.00	\$ 95.00
5	Utility Truck (Per Hour)	\$ 42.00	\$ 42.00
6	Bucket Truck (Per Hour)	\$ 45.00	\$ 45.00
7	Dump Truck (Per Hour)	\$ 45.00	\$ 45.00
8	Dump/Disposal Fees (Per Load)	\$ 275.00	\$ 275.00

BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH MACADEE ELECTRICAL CONSTRUCTION
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025 by (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Macadee Electrical Construction a California Corporation with its principal place of business at 2189 S. La Cadena Drive., Colton, CA 92324 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing traffic signal maintenance repair services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Traffic Signal Maintenance Services – RFP 25-017SB project (“Project”) as set forth in this Agreement.

2.3 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

3. TERMS.

3.1 Scope of Services and Term.

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3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to June 30, 2026 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Savat Khamphou, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Wendy McCann, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of

Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and

authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred Thousand Dollars (\$200,000.00) per fiscal year ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and

if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

Macadee Electrical Construction
2189 S. La Cadena Drive
Colton, CA 92324
Attn: Wendy McCann

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing

any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

[SIGNATURES ON NEXT 2 PAGES]

CA\DD\02000.50102\10151745.3
REV. 3.3.6 - PTEAM 06292023

**CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH MACADEE ELECTRICAL CONSTRUCTION
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____
Savat Khamphou, PE
Public Works Director

Reviewed By: 
10CCB27F82C94E4...
Rosalva Ureno
City Traffic Engineer

Reviewed By: 
F8FEFE3136B4492...
Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edwards
City Clerk

**CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH MACADEE ELECTRICAL CONSTRUCTION
(TRAFFIC SIGNAL MAINTENANCE SERVICES – RFP 25-017SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

MACADEE ELECTRICAL CONSTRUCTION
a California Corporation

By: Signed by:
Wendy McCann
A4AGAE690EC248F...
Wendy McCann
Vice-President/Treasurer

EXHIBIT “A” SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal maintenance repair services necessary for the Project (“Services”).

The Services are more particularly described herein.

General Requirements

The contractor shall be required to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional traffic signal repair and maintenance services on an “as-needed” basis necessary for this project.

The City of Corona currently maintains the following traffic signal system inventory:

- • 172– Traffic Signals
- • 44 – Electronic Traffic Control Devices

These devices collectively known as the City’s Traffic Signal System, contribute to the City’s transportation infrastructure and play a vital role in providing safe reliable transportation in the area. Damage and maintenance of this infrastructure plays a direct role in maintaining that infrastructure. Although, the City employees staff and contractors to perform routine maintenance and repairs of these facilities, some repairs are too numerous, require tools, equipment, or additional labor beyond staff’s capabilities and require the assistance of larger teams. In these cases, staff relies on outside contractors to supply additional labor, tools, equipment, materials and the like to help complete repairs and maintenance of the traffic signal system in a timely fashion.

The following is meant as a list of tasks and functions the Contractor is expected to perform. This is not an inclusive list and will include other related tasks and functions related to the maintenance and repair of the traffic signal system.

Damage Repair - Knockdowns

Damage can occur to the traffic signal system either by collision, age, weather conditions, construction activities, or other means. Damage can also occur 24 hours a day, 7 days a week, 365 days a year. The timely repair of this damage is important. Selected firms are expected to respond to repairs within a timely manner.

Routine Maintenance / Repairs

The contractor may be required to perform maintenance repairs to any part of the traffic signal system. This may include but will not be limited to the following:

- Replacement of lights, signal indications, or modules
- Replacement or repair of Video Detection Camera Systems
- Replacement or repair of EVP (Emergency Vehicle Preemption) systems
- Replacement or repair of CCTV\PTZ cameras and cables
- Replacement of Type II and Type III Electrical Services
- Replacement or repair of traffic signal and fiber optic pull boxes
- Replacement or repair of damaged wiring
- Replacement or repair or mounting of piping and framework
- Replacement or repair or mounting of signal controller cabinet
- Replacement or repair or mounting of pedestrian buttons
- Replacement or repair of inductive vehicle detection loops
- Replacement or repair or installation of signal poles and standards
- Replacement or repair of foundations and anchor bolts
- Replacement or repair or installation of traffic signal and interconnect conduit
- Replacement or repair or installation of in-pavement or pole mounted lights, beacons, or indications
- Replacement or repair or mounting of solar panels, control boxes and traffic control signs
- Replacement or repair or mounting of signal system mounted signs, internally illuminated street name signs, or luminaires

All necessary traffic control required by the CA-MUTCD shall be provided by the contractor and included in their rates. No additional compensation shall be granted for traffic control.

NOTE – NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be “maintenance work” under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d), and does not include “public project” work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibits “B” and “C” attached hereto, might include “public project” work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Contractor shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

Routine calls for service shall be answered within 1 business day. Emergency calls for service shall be returned within 30 minutes. A 24/7 phone number shall be provided to the city for emergency calls by each firm. Routine service calls shall be scheduled with designated staff. Emergency calls for services shall result in contractor staff on site within 2 hours of contact made unless arrangements have been made with designated staff.

The contract term can be extended at the City’s discretion with two option contract renewals:

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2028
- Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2030

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index “All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

AS-NEEDED SERVICES

Each individual call-out under this Agreement is a separate project for purposes the City’s bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City’s Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than 1 business day after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within 30 minutes of being notified by City that there is an emergency, and to be mobilized and on-site within two (2) hours of such emergency notification by City.

**EXHIBIT “C”
COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Line Item	Description	Normal Rate	Emergency Rate
1	Electrician / Crane Operator (Per Hour)	\$ 100.00	\$ 130.00
2	Electrical Technician (Per Hour)	\$ 98.00	\$ 127.00
3	Laborer (Per Hour)	\$ 95.00	\$ 123.00
4	Crane (Per Hour)	\$ 130.00	\$ 175.00
5	Utility Truck (Per Hour)	\$ 75.00	\$ 100.00
6	Bucket Truck (Per Hour)	\$ 75.00	\$ 100.00
7	Dump Truck (Per Hour)	\$ 75.00	\$ 100.00
8	Dump/Disposal Fees (Per Load)	\$ 150.00	\$ 150.00

BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Planning and Development Department

2025-131

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

WAIVER FROM SECTION 15.48.020 OF THE CORONA MUNICIPAL CODE REQUIRING THE CONSTRUCTION OF THE MISSING PUBLIC STREET IMPROVEMENTS LOCATED AT 3980 HOWE STREET ASSOCIATED WITH THE CONSTRUCTION OF AN ACCESSORY STRUCTURE (APN 116-113-006) (APPLICANT: RICHARD DE

EXECUTIVE SUMMARY:

This staff report asks the City Council to consider a waiver from Section 15.48.020 of the Corona Municipal Code (CMC) for the City's requirement to widen and improve the existing unimproved street section adjacent to 3980 Howe Street according to the City's rural road standard and install a streetlight. The subject property contains an existing single-family home constructed in 1987. The subject property was created according to the development standards of the County of Riverside before annexing to the City of Corona in 1997. No public street improvements according to the City's standards exist in the vicinity of the property on Howe Street and Galloway Lane. The applicant is proposing to construct a detached accessory structure on the property and is requesting the public street improvements be waived.

RECOMMENDED ACTION:

That the City Council waive the requirement from Section 15.48.020 of the Corona Municipal Code requiring the construction of the missing public street improvements adjacent to 3980 Howe Street.

BACKGROUND & HISTORY:

The applicant and property owner of 3980 Howe Street is proposing to construct a 1,200 square foot detached accessory structure for a workshop and storage. The property contains an existing single-family home that was constructed in 1987. The subject property is situated at the northwest corner of Galloway Lane (formerly Williams Street) and Howe Street. It is part of the Overlook Addition No. 2 subdivision originally processed in the County of Riverside. On March 9, 1997, the unincorporated portion of the Overlook Addition No. 2 was officially annexed to the City of Corona.

According to CMC Section 15.48.020(A), any new structure or addition greater than 650 square feet on a property shall be evaluated for missing public improvements along the property's street frontage. In this case, the property is required to be improved according to the City's rural road standard and a single streetlight may be required at intersections. Galloway Lane requires a 50-foot wide overall right-of-way width, which includes a roadway width of 28 feet, and Howe Street requires a 50-foot wide overall right-of-way width, which includes a roadway width of 26 feet along the property's street frontages.

The overall right-of-way width on Howe Street adjacent to the subject property does not exist and is only 40 feet wide. Because of the addition of the 1,200 accessory structure to the property, the owner is required to dedicate an additional 5 feet of right-of-way on Howe Street adjacent to the property to meet the half-street width from the street's centerline. The overall right-of-way width for Galloway Lane exists adjacent to the subject property and no additional dedication is required.

The current street improvements are consistent with the County of Riverside's street standard at the time of construction and no additional public street improvements have been constructed adjacent to the properties in the vicinity of 3980 Howe Street. Additionally, no lien exists on any of the properties in the neighborhood for the future construction of the road widening to the city's rural road standard.

The applicant submitted a public improvement waiver request to the City requesting the City Council waive the construction of the missing public street improvements along the subject site's frontage. The applicant has indicated the construction of the missing public street improvements would be incongruent with the properties that are immediately adjacent to the subject property and cause an unforeseen financial hardship in constructing a detached accessory structure on the property.

ANALYSIS:

The property owner has agreed to dedicate to the City the five feet of the missing street right-of-way width on Howe Street adjacent to the property should this section of Howe Street be fully improved according to the City's rural road standard in the future. Outside of the street dedication, CMC Section 15.48.030 allows the City Council to grant a waiver or defer the construction of the public street improvements required per CMC Section 15.48.020(A).

Staff have determined that the findings exist for the City Council to grant the waiver from the requirement to construct the missing public street improvements for the following reasons:

- a) The construction of the missing public street improvements would be inconsistent with the current street improvements in the vicinity of 3980 Howe Street, which still maintains the original rural street improvements according to the Overlook Addition No. 2 subdivision processed by the County of Riverside. The existing neighborhood has been established for over 30 years, and the absence of the required public street improvements is not expected to adversely affect the safety of the community.
- b) The cost of constructing the missing public street improvements would make the overall project financially infeasible and is an unnecessary hardship to the applicant because the cost of the street improvements would exceed the actual cost of construction of the accessory structure.

FINANCIAL IMPACT:

The applicant has paid the required processing fee for this waiver in the amount of \$968.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a Project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies to only 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. There is no possibility that this action on granting a waiver from CMC Section 15.48.020, will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: MICHAEL KALLENBAUGH, ASSOCIATE ENGINEER

REVIEWED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Location Map
2. Exhibit 2 – Letter from the Applicant requesting a waiver from CMC Section 15.48.020

Exhibit 1: Location Map



3980 Howe St,
Corona , CA 92881

Richard Del Rio
3980 Howe Street
Corona CA 92881
714 742-9152

RECEIVED
CITY OF CORONA
CITY CLERK
2025 MAR -3 AM 8:55

February 25, 2025

City of Corona

City clerk

400 South Vicentia Ave, Suite 115

Corona California 92882

Ref; Galloway Lane and Howe Street
Waiver request For APN 116-113-006

Dear All,

Subject: Request for Waiver of Improvements on APN 116-113-006

I hope this letter finds you well. I am writing to formally request a waiver of certain improvements requested by the city that may affect my property located at 3980 Howe Street.

After reviewing my grading plans prepared by Sake Engineer Inc, and the request from the city to make the improvement along my frontage Roads, I realized that after living here for 29 years, I am in need of a workshop for myself, I understand that improvements such as street widening, are necessary for the enhancement of the infrastructure in our community.

However, the entire neighborhood lacks improvement and mostly dirt road. I respectfully request that my property be exempted from these proposed improvements for the following reasons:

Our lot frontage and many other neighboring lots have dirt Roads or just a two-lane asphalt only and currently Howe Street is a dirt Road at this location and will not help any traffic circulation with the required improvements.

Per Municipal Code Section 15.60.060 , the cost of widening would make this project unfeasible and would not allow me to continue any development and building homes .

Since Street widening will cost about \$50,000 and work shop cost is about \$35,000, this unexpected cost will make me drop the entire project.

By granting us a waiver for the widening, you would allow this project to remain feasible for us. This Waiver would result in having a workshop for my family and me to stay home and do some work from home.

Thank you for considering my request. I appreciate your attention to this matter and look forward to a favorable resolution.

Sincerely,



Richard Del Rio

3980 Howe Street

Corona CA 92881

714 742-9152

fibertech_us@yahoo.com



City of Corona
400 S. Vicentia Ave
Corona, CA 92882

INVOICE #
INV-9547
Fees subject to change.

RICHARD DEL RIO
3980 HOWE ST.

Invoice Date: 2/24/2025

Record #	Record Type	Fee Group	Fee Description	Quantity	Amount
PWIM2025-0007	PUBLIC IMPROVEMENT		WAIVER OF IMPROVEMENT REQUIREMENTS	0	\$968.00
					\$968.00

Invoice Total: \$968.00

Please send your payment to this address:



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Public Works Department

2025-132

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

MAINTENANCE/GENERAL SERVICES AGREEMENTS WITH SUPERIOR PAVEMENT MARKINGS, INC., AND WGJ ENTERPRISES, INC. dba PCI FOR STREET STRIPING AND PAVEMENT MARKING SERVICES

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve the Maintenance/General Services Agreements with Superior Pavement Markings, Inc. and WGJ Enterprises, Inc. dba PCI for street striping and pavement marking services.

RECOMMENDED ACTION:

That the City Council:

- a. Award Request for Proposals No. 25-014SB for Street Striping Services to Superior Pavement Markings, Inc. and WGJ Enterprises, Inc. dba PCI for the not-to-exceed fiscal year amounts noted therein.
- b. Approve the Maintenance/General Services Agreements with Superior Pavement Markings, Inc. and WGJ Enterprises, Inc. dba PCI.
- c. Authorize the City Manager, or his designee, to execute the Maintenance/General Services Agreements with Superior Pavement Markings, Inc., and WGJ Enterprises, Inc. dba PCI for \$200,000 each per fiscal year for the initial contract

term ending June 30, 2026 with two additional two-year optional extension renewals ending June 30, 2030.

- d. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% as authorized by Corona Municipal Code Section [3.08.060\(J\)](#).
- e. Authorize the City Manager, or his designee, to issue a purchase order to Superior Pavement Markings, Inc., and WGJ Enterprises Inc. dba PCI in accordance with the duly authorized and executed agreements.

BACKGROUND & HISTORY:

The City of Corona Public Works Department maintains the City’s roadway striping and pavement markings. Corona is proactive, utilizing contractors to provide pavement marking services on public streets. These services include reapplying existing markings, removing them, and installing new ones.

The pavement marking services these firms provide are an important part of maintaining a safe environment for all modes of travel, including vehicles, bicycles, pedestrians, and emergency services. Maintaining visible, reflective pavement markings helps provide clear instruction to roadway users as they traverse the City’s extensive roadway network. These services reinstall faded markings, including lane lines, bike lanes, crosswalks, and many other roadway regulatory markings on City roadways.

ANALYSIS:

Request for Proposals (RFP) 25-014SB for Street Striping Services was advertised on November 26, 2024, pursuant to Corona Municipal Code (CMC) Section 3.08.110 Non-public projects formal bidding procedure, and posted on the City’s bidding portal, PlanetBids. On January 7, 2025, three (3) proposals were received through the PlanetBids bidding service. A total of 66 contractors were solicited through PlanetBids, with 14 Prospective bidders and 11 bid service companies downloading the bid and contract documents. In return, the bid service companies notify their clients of the potential bid opportunity by providing additional exposure for the project.

Proposals were evaluated by three staff members from the Public Works Department. Firms were evaluated based on their ability to provide the services specified in the Scope of Work on the following criteria:

- **Completeness of Response: Pass or Fail.** Responses must be complete and include proposal content requirements and subsequent addenda.
- **Work Plan/Work Organization: 25 points.** Provide work plan approach to accomplish the operation and maintenance tasks as defined in the work statement. Demonstrate that appropriate personnel and equipment will be positioned efficiently to fulfill requirements.
- **Qualifications of Company and Personnel: 25 points.** The strength and stability of the firm, qualifications, technical competence and experience of

proposed staff. Demonstrated knowledge of the scope of work required, capability of performing specific tasks, and adequacy of staff to provide the required services.

- **Approach to Safety Measures: 25 points.** Ability to illustrate a clear approach to safety measures.
- **Reasonableness of Cost and Price: 25 points.** Reasonableness of the firm's hourly rates, and competitiveness of quoted rates with other proposals received.

The summary of bidder evaluation rankings is presented below:

Vendor	Location	Ranking
Superior Pavement Markings, Inc	Cypress, CA	1
WGJ Enterprises, Inc dba PCI	Azusa, CA	2
Safe USA	Ontario, CA	3

After evaluation, staff recommends awarding to the top two (2) contractors, Superior Pavement Markings, Inc., and WGJ Enterprises, Inc. dba PCI. The annual agreement amounts recommended for each award is \$200,000.

FINANCIAL IMPACT:

Funding for the recommended actions is available in the Striping Rehabilitation Operating and Maintenance Project No. 72920 within the Gas Tax Fund 222 and Measure A Fund 227. The street striping and pavement marking maintenance repair services are jointly funded by the California Gas Tax and the Riverside County Measure A Sales Tax and funds for these services are allocated each year in the operating and maintenance project.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption 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 involves the approval of street striping and pavement marking services agreements, and there is no possibility that these actions will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: ROSALVA URENO, CITY TRAFFIC ENGINEER

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Maintenance/General Services Agreement with Superior Pavement Markings, Inc.

2. Exhibit 2 – Maintenance/General Services Agreement with WGJ Enterprises, Inc.

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH SUPERIOR PAVEMENT MARKINGS, INC.
("AS-NEEDED" STREET STRIPING AND PAVEMENT MARKING MAINTENANCE
AND REPAIR SERVICES – RFP 25-014SB)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and **Superior Pavement Markings, Inc.** a California corporation with its principal place of business at **5312 Cypress Street, Cypress, CA 90630** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing "**as-needed**" **street striping and pavement marking maintenance and repair** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the "**As-Needed**" **Street Striping and Pavement Marking Maintenance and Repair Services, RFP 25-014SB** project ("Project") as set forth in this Agreement.

2.4 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **“as-needed” street striping and pavement marking** maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to **June 30, 2026** (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Savat Khamphou, Public Works Director** or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Darren Veltz,** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If

Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the

Certificates of Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) ***General Liability: \$1,000,000*** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) ***Automobile Liability: \$1,000,000*** per accident for bodily injury and property damage; and (3) ***Workers’ Compensation and Employer’s Liability***: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of ***\$1,000,000*** per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with

Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Two Hundred Thousand Dollars (\$200,000) per fiscal year (“Total Compensation”)** without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom

such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

Superior Pavement Markings, Inc.
5312 Cypress Street
Cypress, CA 90630
Attn: Darren Veltz

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims,

and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

[SIGNATURES ON NEXT 2 PAGES]

CITY’S SIGNATURE PAGE FOR

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH SUPERIOR PAVEMENT MARKINGS, INC.
 (“AS-NEEDED” STREET STRIPING AND PAVEMENT MARKING MAINTENANCE
AND REPAIR SERVICES – RFP 25-014SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

Approved By: Savat Khamphou
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: Rosalva Ureno
Rosalva Ureno
City Traffic Engineer

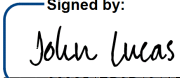
Reviewed By: Yasmin Lopez
Yasmin Lopez
Purchasing Manager

Attest:
Sylvia Edwards, City Clerk
Sylvia Edwards, City Clerk
City of Corona, California

**CONTRACTOR’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH SUPERIOR PAVEMENT MARKINGS, INC.
 (“AS-NEEDED” STREET STRIPING AND PAVEMENT MARKING MAINTENANCE
AND REPAIR SERVICES – RFP 25-014SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

SUPERIOR PAVEMENT MARKINGS, INC.
a California corporation

By: 
Signed by:
663254EB9B464AB...
John Matthew Lucas
CEO

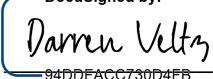
By: 
DocuSigned by:
94DDFACC730D4FB...
Darren Veltz
CFO

EXHIBIT “A” SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional as- needed street striping and pavement marking maintenance and repair services are more particularly described herein.

General

The work performed under this Contract shall include the furnishing of all labor, materials, and equipment necessary to perform “as- needed” street striping and pavement markings within the City. All work shall be done in accordance with the latest edition of Caltrans Standard Plans and Specifications, the City of Corona Standard Plans, and The “Greenbook” Standard Specifications for Public Works Construction, and Technical Specifications herein.

Description of Work/Scope of Works:

The type of street striping and related services shall consist of the following:

1. Thermoplastic or paint reflective pavement arrows, centerlines, lane lines, edge lines, bike lanes, stop and yield bars, crosswalks and pavement marking legends
2. Removing of pavement arrows, centerlines, lane lines, edge lines, bike lanes, stop and yield bars, crosswalks and pavement marking legends
3. Re-striping in thermoplastic or paint per existing alignment
4. Placement of raised pavement markers
5. Paint and removal of reflective color curb markings

Specification for Traffic Striping, Pavement Marking, and Curb Marking

GREENBOOK 2021 SPECIFICATIONS

214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Test Reports and Certification – Replace the first sentence with the following:

Prior to delivery of thermoplastic material, the Contractor shall submit to the Engineer certified copies of the manufacturer’s test reports and MSDS in accordance with 3-8 and 7-10.4.3.

Re-Striping

All re-striping and re-painting of existing traffic stripes shall coincide with the original paintings, regardless of other more restrictive requirements of these Special Provisions unless directed by the Engineer.

Removal of Markings

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Removing of centerlines, lane lines, raised pavement markers and pavement marking legends shall be accomplished by wet sandblasting or grinding method. Errors made by the Contractor shall be removed at no additional cost to the City. Upon written direction of the City Traffic Engineer, or his assigned staff, pavement markings may be removed by blacking out with black paint.

Preparation

It shall be the responsibility of the Contractor to ensure that, prior to any pavement striping or marking, the surface is clear of all debris.

Traffic Control

The Contractor shall make every effort to assure the safety of vehicular and pedestrian traffic during his operations. The latest edition of the California Manual on Uniform Traffic Control Devices is herein adopted as the minimum safety guidelines. Contractor shall not close any street within the City without first obtaining the approval of the City Engineer.

Thermoplastic Measurement

Thermoplastic traffic stripes will be measured by the units in the bid schedule of each pavement marking type, without deductions for gaps in broken stripes. Each thermoplastic detail that includes multiple stripes such as detail 29 shall be measured as a single linear unit for all four individual stripes as an example.

Thermoplastic Payment

The contract unit prices paid per linear foot for thermoplastic traffic stripes of the patterns designated in this Request for Proposals and per square foot for each pavement marking legend shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in applying thermoplastic traffic stripes and pavement markings complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer. The cost of any necessary raised pavement markers required for any striping detail designated in the Proposal shall be considered to be included in the cost per linear foot for each detail and no separate payment will be made therefore.

Paint Measurement

Painted traffic stripes will be measured by the units in the bid schedule of each pavement marking type, without deductions for gaps in broken stripes. Each painted detail that includes multiple stripes such as detail 29 shall be measured as a single linear unit for all four individual stripes as an example.

Paint Payment

The contract unit prices paid per linear foot for painted traffic stripes of the patterns designated in this Request for Proposal and per square foot for each pavement marking legend shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in applying painted traffic stripes and pavement markings complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer. The cost of any necessary raised pavement markers required for any striping detail designated in the Proposal shall be considered to be included in the cost per linear foot for each detail and no separate payment will be made therefore.

Traffic stripes and pavement markings not designated as thermoplastic shall conform to the provisions of Section 84-3 "Painted Traffic Stripes and Pavement Markings" of the Caltrans Standard Specifications and these Special Provisions.

Only water borne paints will be permitted for use with the City.

Pavement Markers

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the Caltrans Standard Specifications (latest editions) and these Special Provisions.

Control of Alignment and Layout

Before obliterating (or covering) any pavement delineation that is to be replaced on the same alignment and location, as determined by the Inspector, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barriers lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.

Unless otherwise shown, the Contractor shall re-stripe all pavement delineation to existing locations or as directed by the Engineer.

Traffic stripes shall be painted to the alignment approved by the Engineer. The Contractor shall not proceed with the application of any pavement markings and/or striping until the Engineer has checked and approved the alignment marks. The Engineer may make minor adjustments to the proposed alignment prior to approval.

Alignment marks may consist of cat-tracking and spotting, or an approved alternative.

Cat-tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be not more than 3 inches in width and not more than 5 feet apart on curves or 10 feet apart on tangents.

Paint for the cat-tracks shall be the same color as the traffic stripe for which they are placed.

Laser guidance equipment shall be capable of maintaining the alignment of traffic stripes with accuracy equivalent to or better than that obtainable through the use of cat tracking as determined by the Engineer.

All work necessary to establish satisfactory alignment for stripes and all layout work required for pavement markings shall be performed by the Contractor at his expense, including correction of minor irregularities in the control points approved by the Engineer. Correction of minor irregularities shall be accomplished by the application of cat tracks, the use of laser guidance devices, or by a combination of these techniques.

Remove Pavement Delineation

Existing traffic stripes and pavement markings that do not conform to the plans and are not removed or obliterated as a result of the various pavement rehabilitation operations, shall be removed by wet sand blasting or grinding as approved by the Engineer.

Mandatory Requirements:

- The contractors and their sub-contractors shall wear Hard Hats, Safety Vests and Goggles at all work sites.
- Contractors shall require each of his employees to wear basic public works working attire. Contractors Employees shall to wear uniforms at all times when working on City property which clearly identifies to the public the name of the Contractor responsible for the maintenance services and the employee's name.
- Contractors shall park their vehicles and equipment to comply with all safety standards of OSHA or CAL-OSHA.
- The Contractor shall abide by the provisions of the latest edition of the Work Area Traffic Control Handbook.
- The Contractor shall promptly clean all job sites when work is completed, generated from their operations and follow all City of Corona Best Management Practices for National Pollutant Discharge Elimination System (NPDES) regulations. The City of Corona NPDES regulations may be accessed at this link:
<http://www.discovercorona.com/City-Departments/Public-Works/Development-and-Permits/NPDES-Useful-Links.aspx>

Major rehabilitation and construction of street facilities is handled by the Capital Improvement Projects Section of Public Works and is not a part of this contract.

NOTE – NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be “maintenance work” under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d) and does not include “public project” work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibit “B” and Exhibit “C” attached hereto, might include “public project” work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

EXHIBIT "B"
SCHEDULE OF SERVICES

Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in this Exhibit.

Mobilization

The Contractor shall not start work in the City until he receives a written work order from the City Traffic Engineer, or his assigned staff. The Contractor must have such list in his possession before starting work. The Contractor shall perform only that work listed and will only be compensated for the work listed on the work order. The Contractor shall be given a minimum of \$3,500.00 of work to warrant sending out a crew. All cost for mobilization for each work order, regardless of quantity of work requested, shall be considered included in the unit bid price for the requested work and no additional compensation to the Contractor shall be made.

Contractor shall respond to routine requests for service within five (5) working days of the initial notification/request.

Contractor shall respond with a crew to provide emergency street striping and pavement marking repairs within two (2) working days of the City of Corona making the request for emergency services.

Scheduling of Work Orders

Contractor shall notify the City Traffic Engineer, or his assigned staff, the estimated start date of the work within seven (7) calendar days of receiving the work orders. The start date of work orders meeting the minimum mobilization charges shall not exceed twenty-one (21) calendar days. Work orders must be completed in seven (7) calendar days after start of work unless other arrangements have been made with the City. Contractor shall be liable for liquidated damages as set forth in the Contract Agreement section 3.2.7.1 due to delayed start beyond the allotted twenty-one (21) calendar days. Contractor shall also be liable for liquidated damages as set forth in the Contract Agreement due to delayed completion of work beyond the allotted seven (7) calendar days after start of work.

Hours of Operation

The hours of operation for the performance of the Work shall be 8:30 AM to 3:30 PM, Monday through Friday. No lane closures will be permitted prior to 8:30 AM or after 3:30 PM unless Contractor obtains prior written approval from City Engineer.

On some street segments, the volume of traffic may require that the work must be at night or on the weekend. The contractor shall obtain written approval from the City Traffic Engineer prior to

scheduling the work in these locations. The nighttime work hours are 10:00 PM to 4:00 AM and weekend work hours are 7:00 AM to 4:00 PM.

AS-NEEDED SERVICES

Each individual call-out under this Agreement is a separate project for purposes the City's bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City's Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than **24 hours** after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within Two (2) working Days of being notified by City that there is an emergency, and to be mobilized and on-site within one (1) hour of such emergency notification by City.

Contract Term

The contract term shall be effective pursuant to Section 3.1.2 above with two (2) additional option two-year renewal periods, on an as-needed basis, with no guaranteed usage for **street striping and pavement marking Services**. Bid prices shall remain effective and in force for the entire initial contract terms. City reserves the right to exercise option year renewals in its sole discretion. Subsequent contract, term extensions, if exercised by the City, are as follows:

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2028
- Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2030

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two-year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Optional years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

EXHIBIT "C" COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this Exhibit.

Detail	Striping Installation Description	Medium	Est Qty	Unit	Cost per Unit ¹	Subtotal
Detail 1	Yellow Skip Centerline (No RPM)	Thermo	250	LF	\$0.55	\$ 137.50 -
		Paint	250	LF	\$0.17	\$ 42.50 -
Detail 2	Yellow Skip Centerline	Thermo	2,500	LF	\$0.80	\$ 2,000.00 -
		Paint	2,500	LF	\$0.42	\$ 1,050.00 -
Detail 8	White Skip Laneline (No RPM)	Thermo	250	LF	\$0.55	\$ 137.50 -
		Paint	250	LF	\$0.17	\$ 42.50 -
Detail 9	White Skip Laneline	Thermo	50,000	LF	\$0.70	\$ 35,000.00 -
		Paint	50,000	LF	\$0.45	\$ 22,500.00 -
Detail 11	White Skip Laneline (No RPM)	Thermo	250	LF	\$0.55	\$ 137.50 -
		Paint	250	LF	\$0.17	\$ 42.50 -
Detail 12	White Skip Laneline	Thermo	1,500	LF	\$0.80	\$ 1,200.00 -
		Paint	1,500	LF	\$0.42	\$ 630.00 -
Detail 21	Yellow Double Solid line (No RPM)	Thermo	250	LF	\$1.25	\$ 312.50 -
		Paint	250	LF	\$0.47	\$ 117.50 -
Detail 22	Yellow Double Solid line	Thermo	5,000	LF	\$1.58	\$ 7,900.00 -
		Paint	5,000	LF	\$0.97	\$ 4,850.00 -
Detail 24	Yellow Solid Left Edgeline (No RPM)	Thermo	1,000	LF	\$0.90	\$ 900.00 -
		Paint	1,000	LF	\$0.24	\$ 240.00 -
Detail 25	Yellow Solid Left Edgeline	Thermo	1,000	LF	\$1.40	\$ 1,400.00 -
		Paint	1,000	LF	\$0.74	\$ 740.00 -
Detail 26	Yellow RPM Only Left Edgeline	RPM	1,000	LF	\$0.25	\$ 250.00 -
Detail 27B	White Solid Right Edgeline (No RPM)	Thermo	5,000	LF	\$0.90	\$ 4,500.00 -
		Paint	5,000	LF	\$0.24	\$ 1,200.00 -
Detail 28	Yellow Double Solid Median (No RPM)	Thermo	500	LF	\$2.50	\$ 1,250.00 -
		Paint	500	LF	\$0.94	\$ 470.00 -
Detail 29	Yellow Double Solid Median	Thermo	5,000	LF	\$3.16	\$ 15,800.00 -
		Paint	5,000	LF	\$1.94	\$ 9,700.00 -
Detail 31	Yellow Two-Way Left Turn Lane Median (No RPM)	Thermo	500	LF	\$2.48	\$ 1,240.00 -
		Paint	500	LF	\$0.92	\$ 460.00 -
Detail 32	Yellow Two-Way Left Turn Lane Median	Thermo	5,000	LF	\$3.15	\$ 15,750.00 -
		Paint	5,000	LF	\$1.92	\$ 9,600.00 -
Detail 37B	White Skip Lane Drop line	Thermo	5,000	LF	\$2.50	\$ 12,500.00 -
		Paint	5,000	LF	\$0.85	\$ 4,250.00 -
Detail 38	White 8" Solid Channelizing line	Thermo	5,000	LF	\$2.50	\$ 12,500.00 -
		Paint	5,000	LF	\$0.85	\$ 4,250.00 -
Detail 38A	White 8" Solid Channelizing line (No RPM)	Thermo	1,000	LF	\$2.50	\$ 2,500.00 -
		Paint	1,000	LF	\$0.85	\$ 850.00 -
Detail 38B	White 8" Solid Channelizing line (RPM on both sides)	Thermo	250	LF	\$2.50	\$ 625.00 -
		Paint	250	LF	\$0.85	\$ 212.50 -

Detail	Raised Pavement Marker Description	Medium	Est Qty	Unit	Cost per Unit	Subtotal
Detail 39	White 6" Solid Bike Lane line	Thermo	10,000	LF	\$0.90	\$ 9,000.00 -
		Paint	10,000	LF	\$0.30	\$ 3,000.00 -
Detail 39A	White 6" Skip Bike Lane line	Thermo	2,500	LF	\$0.90	\$ 2,250.00 -
		Paint	2,500	LF	\$0.30	\$ 750.00 -
Detail 40	White Skip Through Intersection line	Thermo	250	LF	\$6.50	\$ 1,650.00 -
		Paint	250	LF	\$2.40	\$ 600.00 -
Detail 41	Yellow Skip Through Intersection line	Thermo	100	LF	\$6.50	\$ 650.00 -
		Paint	100	LF	\$2.40	\$ 240.00 -
ARROWS, CROSSWALKS, LETTERS, LIMIT LINES, NUMBERS, SYMBOLS, and YIELD LINES		Thermo	25,000	SF	\$5.88	\$ 147,000.00 -
		Paint	25,000	SF	\$2.40	\$ 60,000.00 -
Type A & AY	Dot Marker (Any Color)	RPM	200	EA	\$4.20	\$ 840.00 -
Type C & D	Square Dual Reflective Marker (Any Color)	RPM	1,000	EA	\$6.10	\$ 6,100.00 -
Type G & H	Square Single Reflective Marker (Any Color)	RPM	1,500	EA	\$6.10	\$ 9,150.00 -
Ceramic 8" Diameter Non-Reflective Half Dome (Any Color)		Ceramic	100	EA	\$42.00	\$ 4,200.00 -
4" Stripe Removal		Removal	10,000	LF	\$2.40	\$ 24,000.00 -
6" Stripe Removal		Removal	2,500	LF	\$2.40	\$ 6,000.00 -
8" Stripe Removal		Removal	2,500	LF	\$2.40	\$ 6,000.00 -
Arrow, Crosswalk, Letter, Limit Line, Number, Symbol and Yield Line Removal		Removal	15,000	SF	\$3.98	\$ 59,700.00 -
6" Curb Paint of all colors		Paint	2,000	LF	\$2.00	\$ 4,000.00 -
8" Curb Paint of all colors		Paint	500	LF	\$2.00	\$ 1,000.00 -
12" Curb Paint of all colors		Paint	500	LF	\$2.00	\$ 1,000.00 -
Remove Curb Paint (All Types)		Removal	2,000	LF	\$12.80	\$ 25,600.00 -
Grand Total						\$ 549,992.50 -
<i>¹ Cost per unit shall include RPMs per Technical Specifications</i>						

BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH WGJ ENTERPRISES, INC. DBA PCI
("AS-NEEDED" STREET STRIPING AND PAVEMENT MARKING MAINTENANCE
AND REPAIR SERVICES – RFP 25-014SB)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025 ("Effective Date") by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 ("City") and **WGJ Enterprises, Inc. dba PCI** a California corporation with its principal place of business at **975 W. 1st St, Azusa, CA 91702** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing "**as-needed**" **street striping and pavement marking maintenance and repair** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the "**As-Needed**" **Street Striping and Pavement Marking Maintenance and Repair Services, RFP 25-014SB** project ("Project") as set forth in this Agreement.

2.4 As-Needed Services

This Agreement is for as-needed or on-call services. This means that each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional “as-needed” **street striping and pavement marking** maintenance or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to **June 30, 2026** (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Savat Khamphou, Public Works Director** or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **William Jacob**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If

Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the

Certificates of Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days’ notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) ***General Liability: \$1,000,000*** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) ***Automobile Liability: \$1,000,000*** per accident for bodily injury and property damage; and (3) ***Workers’ Compensation and Employer’s Liability***: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of ***\$1,000,000*** per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Performance Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City, when the City approves an individual call-out and issues a project work order for that project, a Payment Bond in the amount of the project work order and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation or compensation for a project work order is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation or compensation for a project work order, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with

Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Two Hundred Thousand Dollars (\$200,000) per fiscal year ("Total Compensation")** without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom

such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Contractor employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

WGJ Enterprises, Inc.
975 W. 1st Street
Azusa, CA 91702
Attn: William Jacob

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims,

and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

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

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

[SIGNATURES ON NEXT 2 PAGES]

**CITY’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH WGJ ENTERPRISES. INC. DBA PCI
("AS-NEEDED" STREET STRIPING AND PAVEMENT MARKING MAINTENANCE
AND REPAIR SERVICES – RFP 25-014SB)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

Approved By: Savat Khamphou
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: Rosalva Ureno
Rosalva Ureno
City Traffic Engineer

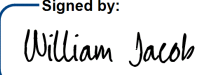
Reviewed By: DocuSigned by:
Yasmin Lopez
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Yasmin Lopez
Purchasing Manager

Attest:
Sylvia Edwards, City Clerk
Sylvia Edwards, City Clerk
City of Corona, California

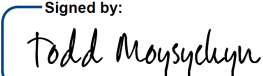
CONTRACTOR’S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH WGJ ENTERPRISES, INC. DBA PCI
(“AS-NEEDED” STREET STRIPING AND PAVEMENT MARKING MAINTENANCE
AND REPAIR SERVICES – RFP 25-014SB)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

WGJ ENTERPRISES, INC. DBA PCI
a California corporation

By:  Signed by:

E838349AC55F4F1...
William Jacob
President

By:  Signed by:

CBF227FDF7CE43C...
Todd Moysychyn
CFO

EXHIBIT “A” SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional as- needed street striping and pavement marking maintenance and repair services are more particularly described herein.

General

The work performed under this Contract shall include the furnishing of all labor, materials, and equipment necessary to perform “as- needed” street striping and pavement markings within the City. All work shall be done in accordance with the latest edition of Caltrans Standard Plans and Specifications, the City of Corona Standard Plans, and The “Greenbook” Standard Specifications for Public Works Construction, and Technical Specifications herein.

Description of Work/Scope of Works:

The type of street striping and related services shall consist of the following:

1. Thermoplastic or paint reflective pavement arrows, centerlines, lane lines, edge lines, bike lanes, stop and yield bars, crosswalks and pavement marking legends
2. Removing of pavement arrows, centerlines, lane lines, edge lines, bike lanes, stop and yield bars, crosswalks and pavement marking legends
3. Re-striping in thermoplastic or paint per existing alignment
4. Placement of raised pavement markers
5. Paint and removal of reflective color curb markings

Specification for Traffic Striping, Pavement Marking, and Curb Marking

GREENBOOK 2021 SPECIFICATIONS

214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Test Reports and Certification – Replace the first sentence with the following:

Prior to delivery of thermoplastic material, the Contractor shall submit to the Engineer certified copies of the manufacturer’s test reports and MSDS in accordance with 3-8 and 7-10.4.3.

Re-Striping

All re-striping and re-painting of existing traffic stripes shall coincide with the original paintings, regardless of other more restrictive requirements of these Special Provisions unless directed by the Engineer.

Removal of Markings

CA\DD\02000.50102\10151745.3

Removing of centerlines, lane lines, raised pavement markers and pavement marking legends shall be accomplished by wet sandblasting or grinding method. Errors made by the Contractor shall be removed at no additional cost to the City. Upon written direction of the City Traffic Engineer, or his assigned staff, pavement markings may be removed by blacking out with black paint.

Preparation

It shall be the responsibility of the Contractor to ensure that, prior to any pavement striping or marking, the surface is clear of all debris.

Traffic Control

The Contractor shall make every effort to assure the safety of vehicular and pedestrian traffic during his operations. The latest edition of the California Manual on Uniform Traffic Control Devices is herein adopted as the minimum safety guidelines. Contractor shall not close any street within the City without first obtaining the approval of the City Engineer.

Thermoplastic Measurement

Thermoplastic traffic stripes will be measured by the units in the bid schedule of each pavement marking type, without deductions for gaps in broken stripes. Each thermoplastic detail that includes multiple stripes such as detail 29 shall be measured as a single linear unit for all four individual stripes as an example.

Thermoplastic Payment

The contract unit prices paid per linear foot for thermoplastic traffic stripes of the patterns designated in this Request for Proposals and per square foot for each pavement marking legend shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in applying thermoplastic traffic stripes and pavement markings complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer. The cost of any necessary raised pavement markers required for any striping detail designated in the Proposal shall be considered to be included in the cost per linear foot for each detail and no separate payment will be made therefore.

Paint Measurement

Painted traffic stripes will be measured by the units in the bid schedule of each pavement marking type, without deductions for gaps in broken stripes. Each painted detail that includes multiple stripes such as detail 29 shall be measured as a single linear unit for all four individual stripes as an example.

Paint Payment

The contract unit prices paid per linear foot for painted traffic stripes of the patterns designated in this Request for Proposal and per square foot for each pavement marking legend shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in applying painted traffic stripes and pavement markings complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer. The cost of any necessary raised pavement markers required for any striping detail designated in the Proposal shall be considered to be included in the cost per linear foot for each detail and no separate payment will be made therefore.

Traffic stripes and pavement markings not designated as thermoplastic shall conform to the provisions of Section 84-3 "Painted Traffic Stripes and Pavement Markings" of the Caltrans Standard Specifications and these Special Provisions.

Only water borne paints will be permitted for use with the City.

Pavement Markers

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the Caltrans Standard Specifications (latest editions) and these Special Provisions.

Control of Alignment and Layout

Before obliterating (or covering) any pavement delineation that is to be replaced on the same alignment and location, as determined by the Inspector, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barriers lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.

Unless otherwise shown, the Contractor shall re-stripe all pavement delineation to existing locations or as directed by the Engineer.

Traffic stripes shall be painted to the alignment approved by the Engineer. The Contractor shall not proceed with the application of any pavement markings and/or striping until the Engineer has checked and approved the alignment marks. The Engineer may make minor adjustments to the proposed alignment prior to approval.

Alignment marks may consist of cat-tracking and spotting, or an approved alternative.

Cat-tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be not more than 3 inches in width and not more than 5 feet apart on curves or 10 feet apart on tangents.

Paint for the cat-tracks shall be the same color as the traffic stripe for which they are placed.

Laser guidance equipment shall be capable of maintaining the alignment of traffic stripes with accuracy equivalent to or better than that obtainable through the use of cat tracking as determined by the Engineer.

All work necessary to establish satisfactory alignment for stripes and all layout work required for pavement markings shall be performed by the Contractor at his expense, including correction of minor irregularities in the control points approved by the Engineer. Correction of minor irregularities shall be accomplished by the application of cat tracks, the use of laser guidance devices, or by a combination of these techniques.

Remove Pavement Delineation

Existing traffic stripes and pavement markings that do not conform to the plans and are not removed or obliterated as a result of the various pavement rehabilitation operations, shall be removed by wet sand blasting or grinding as approved by the Engineer.

Mandatory Requirements:

- The contractors and their sub-contractors shall wear Hard Hats, Safety Vests and Goggles at all work sites.
- Contractors shall require each of his employees to wear basic public works working attire. Contractors Employees shall to wear uniforms at all times when working on City property which clearly identifies to the public the name of the Contractor responsible for the maintenance services and the employee's name.
- Contractors shall park their vehicles and equipment to comply with all safety standards of OSHA or CAL-OSHA.
- The Contractor shall abide by the provisions of the latest edition of the Work Area Traffic Control Handbook.
- The Contractor shall promptly clean all job sites when work is completed, generated from their operations and follow all City of Corona Best Management Practices for National Pollutant Discharge Elimination System (NPDES) regulations. The City of Corona NPDES regulations may be accessed at this link:
<http://www.discovercorona.com/City-Departments/Public-Works/Development-and-Permits/NPDES-Useful-Links.aspx>

Major rehabilitation and construction of street facilities is handled by the Capital Improvement Projects Section of Public Works and is not a part of this contract.

NOTE – NOT PUBLIC PROJECT WORK

This Agreement generally governs only work which is considered to be “maintenance work” under CMC Section 3.08.010(k) and Public Contract Code Section 22002(d) and does not include “public project” work under CMC Section 3.08.010(m) and Public Contract Code Section 22002(c). The only time that an individual call-out, as described in Exhibit “B” and Exhibit “C” attached hereto, might include “public project” work is when an individual call-out is strictly limited to an amount that is not required to be informally or formally bid under the CMC or state law (e.g. less than \$60,000), and individual projects shall not be split to fall below that amount.

EXHIBIT "B" **SCHEDULE OF SERVICES**

Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in this Exhibit.

Mobilization

The Contractor shall not start work in the City until he receives a written work order from the City Traffic Engineer, or his assigned staff. The Contractor must have such list in his possession before starting work. The Contractor shall perform only that work listed and will only be compensated for the work listed on the work order. The Contractor shall be given a minimum of \$3,500.00 of work to warrant sending out a crew. All cost for mobilization for each work order, regardless of quantity of work requested, shall be considered included in the unit bid price for the requested work and no additional compensation to the Contractor shall be made.

Contractor shall respond to routine requests for service within five (5) working days of the initial notification/request.

Contractor shall respond with a crew to provide emergency street striping and pavement marking repairs within two (2) working days of the City of Corona making the request for emergency services.

Scheduling of Work Orders

Contractor shall notify the City Traffic Engineer, or his assigned staff, the estimated start date of the work within seven (7) calendar days of receiving the work orders. The start date of work orders meeting the minimum mobilization charges shall not exceed twenty-one (21) calendar days. Work orders must be completed in seven (7) calendar days after start of work unless other arrangements have been made with the City. Contractor shall be liable for liquidated damages as set forth in the Contract Agreement section 3.2.7.1 due to delayed start beyond the allotted twenty-one (21) calendar days. Contractor shall also be liable for liquidated damages as set forth in the Contract Agreement due to delayed completion of work beyond the allotted seven (7) calendar days after start of work.

Hours of Operation

The hours of operation for the performance of the Work shall be 8:30 AM to 3:30 PM, Monday through Friday. No lane closures will be permitted prior to 8:30 AM or after 3:30 PM unless Contractor obtains prior written approval from City Engineer.

On some street segments, the volume of traffic may require that the work must be at night or on the weekend. The contractor shall obtain written approval from the City Traffic Engineer prior to

scheduling the work in these locations. The nighttime work hours are 10:00 PM to 4:00 AM and weekend work hours are 7:00 AM to 4:00 PM.

AS-NEEDED SERVICES

Each individual call-out under this Agreement is a separate project for purposes the City's bidding and purchasing requirements.

Contractor shall provide the Services on an as-needed basis, and as scheduled and directed by the City's Representative.

For each individual call-out, Contractor shall respond, mobilize and be on-site ready to start work no later than **24 hours** after notification for routine work, repairs and installations. Contractor must be able to respond by telephone to emergency call-out notifications from City within Two (2) working Days of being notified by City that there is an emergency, and to be mobilized and on-site within one **(1) hour of such emergency notification** by City.

Contract Term

The contract term shall be effective pursuant to Section 3.1.2 above with two (2) additional option two-year renewal periods, on an as-needed basis, with no guaranteed usage for **street striping and pavement marking Services**. Bid prices shall remain effective and in force for the entire initial contract terms. City reserves the right to exercise option year renewals in its sole discretion. Subsequent contract, term extensions, if exercised by the City, are as follows:

- Option 1, if exercised, shall be effective July 1, 2026 through June 30, 2028
- Option 2, if exercised, shall be effective July 1, 2028 through June 30, 2030

Option year pricing shall be negotiated by the Parties prior to commencement of each additional two-year period. Negotiated price adjustments will be made in accordance with and shall not exceed the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside, California, Area (CPI-U), not seasonally adjusted, for the most recent twelve (12) months for which statistics are available. This method of price adjustment shall apply to each extension period exercised. Optional years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

EXHIBIT "C" COMPENSATION

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this Exhibit.

Detail	Striping Installation Description	Medium	Est Qty	Unit	Cost per Unit ¹	Subtotal
Detail 1	Yellow Skip Centerline (No RPM)	Thermo	250	LF	\$ 1.00	\$ 250.00 -
		Paint	250	LF	\$0.55	\$ 137.50 -
Detail 2	Yellow Skip Centerline	Thermo	2,500	LF	\$ 1.11	\$ 2,775.00 -
		Paint	2,500	LF	\$0.66	\$ 1,650.00 -
Detail 8	White Skip Laneline (No RPM)	Thermo	250	LF	\$1.00	\$ 250.00 -
		Paint	250	LF	\$0.55	\$137.50 -
Detail 9	White Skip Laneline	Thermo	50,000	LF	\$1.11	\$ 55,500.00 -
		Paint	50,000	LF	\$0.66	\$ 33,000.00 -
Detail 11	White Skip Laneline (No RPM)	Thermo	250	LF	\$1.00	\$ 250.00 -
		Paint	250	LF	\$0.55	\$ 137.50 -
Detail 12	White Skip Laneline	Thermo	1,500	LF	\$1.11	\$ 1,665.00 -
		Paint	1,500	LF	\$0.66	\$ 990.00 -
Detail 21	Yellow Double Solid line (No RPM)	Thermo	250	LF	\$1.89	\$ 472.50 -
		Paint	250	LF	\$1.18	\$ 295.00 -
Detail 22	Yellow Double Solid line	Thermo	5,000	LF	\$1.95	\$ 9,750.00 -
		Paint	5,000	LF	\$1.25	\$ 6,250.00 -
Detail 24	Yellow Solid Left Edgeline (No RPM)	Thermo	1,000	LF	\$1.18	\$ 1,180.00 -
		Paint	1,000	LF	\$0.78	\$ 780.00 -
Detail 25	Yellow Solid Left Edgeline	Thermo	1,000	LF	\$1.33	\$ 1,330.00 -
		Paint	1,000	LF	\$0.93	\$ 930.00 -
Detail 26	Yellow RPM Only Left Edgeline	RPM	1,000	LF	\$5.00	\$ 5,000.00 -
Detail 27B	White Solid Right Edgeline (No RPM)	Thermo	5,000	LF	\$1.18	\$ 5,900.00 -
		Paint	5,000	LF	\$0.78	\$ 3,900.00 -
Detail 28	Yellow Double Solid Median (No RPM)	Thermo	500	LF	\$3.08	\$ 1,540.00 -
		Paint	500	LF	\$1.28	\$ 640.00 -
Detail 29	Yellow Double Solid Median	Thermo	5,000	LF	\$3.58	\$ 17,900.00 -
		Paint	5,000	LF	\$1.78	\$ 8,900.00 -
Detail 31	Yellow Two-Way Left Turn Lane Median (No RPM)	Thermo	500	LF	\$3.08	\$ 1,540.00 -
		Paint	500	LF	\$1.28	\$ 640.00 -
Detail 32	Yellow Two-Way Left Turn Lane Median	Thermo	5,000	LF	\$3.58	\$ 17,900.00 -
		Paint	5,000	LF	\$1.78	\$ 8,900.00 -
Detail 37B	White Skip Lane Drop line	Thermo	5,000	LF	\$1.95	\$ 9,750.00 -
		Paint	5,000	LF	\$1.25	\$ 6,250.00 -
Detail 38	White 8" Solid Channelizing line	Thermo	5,000	LF	\$1.95	\$ 9,750.00 -
		Paint	5,000	LF	\$1.25	\$ 6,250.00 -
Detail 38A	White 8" Solid Channelizing line (No RPM)	Thermo	1,000	LF	\$1.25	\$ 1,250.00 -
		Paint	1,000	LF	\$1.10	\$ 1,100.00 -
Detail 38B	White 8" Solid Channelizing line (RPM on both sides)	Thermo	250	LF	\$2.00	\$ 500.00 -
		Paint	250	LF	\$1.50	\$ 375.00 -

Detail	Raised Pavement Marker Description	Medium	Est Qty	Unit	Cost per Unit	Subtotal
Detail 39	White 6" Solid Bike Lane line	Thermo	10,000	LF	\$1.18	\$ 11,800.00 -
		Paint	10,000	LF	\$0.78	\$ 7,800.00 -
Detail 39A	White 6" Skip Bike Lane line	Thermo	2,500	LF	\$1.18	\$ 2,950.00 -
		Paint	2,500	LF	\$0.78	\$ 1,950.00 -
Detail 40	White Skip Through Intersection line	Thermo	250	LF	\$4.00	\$ 1,000.00 -
		Paint	250	LF	\$3.00	\$ 750.00 -
Detail 41	Yellow Skip Through Intersection line	Thermo	100	LF	\$5.00	\$ 500.00 -
		Paint	100	LF	\$3.00	\$ 300.00 -
ARROWS, CROSSWALKS, LETTERS, LIMIT LINES, NUMBERS, SYMBOLS, and YIELD LINES		Thermo	25,000	SF	\$10.00	\$ 250,000.00 -
		Paint	25,000	SF	\$8.80	\$ 170,000.00 -
Type A & AY	Dot Marker (Any Color)	RPM	200	EA	\$5.00	\$ 1,000.00 -
Type C & D	Square Dual Reflective Marker (Any Color)	RPM	1,000	EA	\$4.50	\$ 4,500.00 -
Type G & H	Square Single Reflective Marker (Any Color)	RPM	1,500	EA	\$4.50	\$ 6,750.00 -
Ceramic 8" Diameter Non-Reflective Half Dome (Any Color)		Ceramic	100	EA	\$50.00	\$5,000.00 -
4" Stripe Removal		Removal	10,000	LF	\$1.20	\$ 12,000.00 -
6" Stripe Removal		Removal	2,500	LF	\$1.75	\$ 4,375.00 -
8" Stripe Removal		Removal	2,500	LF	\$2.00	\$ 5,000.00 -
Arrow, Crosswalk, Letter, Limit Line, Number, Symbol and Yield Line Removal		Removal	15,000	SF	\$2.50	\$ 37,500.00 -
6" Curb Paint of all colors		Paint	2,000	LF	\$1.25	\$ 2,500.00 -
8" Curb Paint of all colors		Paint	500	LF	\$1.35	\$ 2,700.00 -
12" Curb Paint of all colors		Paint	500	LF	\$3.00	\$ 1,500.00 -
Remove Curb Paint (All Types)		Removal	2,000	LF	\$18.00	\$ 36,000.00 -
Grand Total						\$ 791,590.00-
<i>1 Cost per unit shall include RPMs per Technical Specifications</i>						

BONDS

Each individual call-out under this Agreement is a separate project for purposes of the City’s bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550, which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000.

Payment Bonds: Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000.

Performance Bonds: Contractor shall be required to provide a 100% performance bond whenever the City indicates that one is required in the project work order issued for an individual call-out project.

Cost of Bonds: Whenever a bond is required by the City for an individual call-out project, Contractor will be able to include the costs of the bonds for that individual call-out.



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Public Works Department

2025-133

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

CONSTRUCTION CONTRACT WITH VENTURE CONSTRUCTION & MANAGEMENT FOR THE CITY HALL VETERANS MEMORIAL IMPROVEMENTS

EXECUTIVE SUMMARY:

This staff report asks the City Council to find David Ollis Landscape Development, Inc. non-responsive for the City Hall Veterans Memorial Improvements Project (Project), previously awarded on December 4, 2024, and approve a Construction Contract with Venture Construction & Management, in the amount of \$488,635, resulting from the re-bid process. This project will make several improvements to the Veterans Memorial at City Hall, including adding military flagpoles, removing existing archways, installing amphitheater seating, a granite monument, and additional landscaping and lighting.

RECOMMENDED ACTION:

That the City Council:

- a. Find David Ollis Landscape Development, Inc. non-responsive to Notice Inviting Bids 25-019AT and reject all other prior bids for reasons noted in this staff report, and cancel the existing contract.

- b. Approve the Construction Contract with Venture Construction & Management for the City Hall Veterans Memorial Improvements Project Re-Bid, No. FC-2023-06, in the amount of \$488,635.
- c. Award Notice Inviting Bids 25-039AT to Venture Construction & Management, the lowest responsive, responsible bidder, for the total bid amount of \$488,635, and waive all minor irregularities in the bidding document as submitted by the said bidder.
- d. Authorize the City Manager, or his designee, to execute the Construction Contract with Venture Construction & Management in the amount of \$488,635, including any non-substantive extensions, change orders, purchase orders, and amendments up to the amount authorized by Corona Municipal Code Section 3.08.050(H) which is equivalent to 10% or \$48,863.
- e. Authorize an appropriation in the amount of \$122,414 from Measure X Fund 120 to the City Hall Veterans Memorial Improvements Project, No. FC-2023-06.

BACKGROUND & HISTORY:

The current City of Corona Veterans Memorial is located at the south side of City Hall. On November 10, 2021, the Committee of the Whole (COTW) directed City staff to proceed with an enhancement project including granite monuments, taller flag poles, lighting, signage, landscaping, and seating. After a request for proposals process, the City executed an agreement and purchase order with IDS Group, Inc. in accordance with Corona Municipal Code (CMC) Section 3.08.070.

Three design concepts were developed and presented to the City Council for consideration at the July 19, 2023, meeting. Staff received direction to obtain feedback from the Corona veterans community and released online and printed surveys to collect input. The survey results were presented to the City Council on December 6, 2023, along with a recommendation to proceed with the Option B “Honor and Glory” design with a few modifications, including removing the free-standing archways adjacent to the memorial.

The Project was first advertised for bids on September 30, 2024, pursuant to CMC section 3.08.090, Public projects - formal bidding procedure, and the City’s purchasing policy through the City’s PlanetBids bidding portal. On November 7, 2024, four (4) bids were received through the PlanetBids bidding service. The lowest responsive, responsible bidder was determined to be David Ollis Landscape Development, Inc., and a contract was awarded at the City Council meeting on December 4, 2024.

City staff proceeded to send a Notice of Award to obtain the various required documents, including bonds and insurance, from David Ollis Landscape Development. However, after several attempts, David Ollis Landscape Development was not able to provide all of the insurance policies as required by the bid and contract documents. As a result, staff requests that the City Council find that David Ollis Landscape Development, Inc. failed to provide these documents and deem the contractor non-responsive. Unfortunately, staff

also discovered issues with the bid documents, and thus, all other bids received needed to be rejected, and the project needed to be re-bid.

ANALYSIS:

The Project was re-advertised for bids on February 7, 2025, in the Sentinel Weekly, and the project was posted on the City’s PlanetBids website on January 30, 2025, pursuant to CMC section 3.08.090, Public projects - formal bidding procedure, and the City’s purchasing policy. A total of 380 registered vendors with the City of Corona were notified of the project, 30 prime contractors registered as prospective bidders, and six potential bidders attended a non-mandatory pre-bid job walk on February 11, 2025. On March 13, 2025, four (4) bids were received through the PlanetBids bidding service.

No.	Contractor	Location	Bid Total
1	Venture Construction & Management	Corona, CA	\$488,635
2	Elegant Construction Inc.	Irvine, CA	\$699,550
3	US Builders and Consultants	Irvine, CA	\$945,400
4	RG General Engineering Inc.	Norco, CA	\$1,015,459

Staff has reviewed all bids and recommends awarding the contract to Venture Construction & Management as the lowest responsive, responsible bidder based on the Bid Schedule for a total contract amount of \$488,635. City staff has reviewed and verified all licenses and documents for Venture Construction & Management, and all other documentation is in order.

FINANCIAL IMPACT:

This project is currently funded by Measure X Fund 120, with a balance of \$507,976. Upon City Council approval of the appropriation, funding to complete the construction and inspection of the City Hall Veterans Memorial Improvement Project will be available in the Capital Improvement Project No. FC-2023-06.

The estimated construction costs for the project are outlined as follows:

Construction		
.....		
\$488,635		
Construction Inspection, Labor Compliance, and Staff Time		
\$92,892		
Contingency		(10%)
.....		\$48,863
Total	Project	Cost
.....		\$630,390

Staff recommends an appropriation as follows:

Project No.	Fund	Current Balance	Requested Appropriation	Revised Balance
FC-2023-06 (City Hall Veterans Memorial Improvements)	Measure X Fund 120	\$507,976	\$127,414	\$630,390

ENVIRONMENTAL ANALYSIS:

The City Hall Veterans Memorial Improvement project action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination and is therefore exempt from CEQA. Therefore, no environmental analysis is required and staff has filed a Notice of Exemption with the County of Riverside.

PREPARED BY: TRACY MARTIN, SENIOR PROJECT MANAGER

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Location Map
2. Exhibit 2 – Construction Contract



**PROJECT
LOCATION**

**CORONA
CITY HALL**

**CORONA HISTORIC
CIVIC CENTER**

BUENA VISTA

VICENTIA

SIXTH



CITY OF CORONA

**VETERAN'S MEMORIAL ENHANCEMENT PROJECT
PROJECT LOCATION MAP**

**400 S. VICENTIA AVENUE
CORONA, CA 92882**



CONTRACT

THIS CONTRACT is made this ____ day of _____, 20____, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and **Venture Construction & Management** hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

City Hall Veterans Memorial Improvements Project - REBID, Project No. FC-2023-06, NIB No. 25-039AT

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. A Move-in period of **15 calendar days** shall start on the date of issuance of the Notice to Proceed. This period shall be used by the Contractor to confirm utility locations, turn in project submittals or other supporting documentation for approval and procure the necessary material and equipment to complete the Work. The Work shall commence on the last day of the Move-in period or the first Working Day the Contractor actually starts the Work, **whichever occurs first**. The Contractor shall complete all Work required by the Contract Documents within **75 Working Days**. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Four Hundred Eighty Eight Thousand Six Hundred and Thirty Five Dollars (\$488,635.00)** Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,000** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors

Information Required of Bidders
Non-Collusion Declaration form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor is aware of the prevailing wage requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may obtain a copy of the prevailing wages from the City. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF CORONA

DocuSigned by:
By: Savat Khamphou
CB312E179B8E463...
Savat Khamphou
Public Works Director

Reviewed By:
Signed by:
Javier Luna
759045895911453...
Javier Luna
CIP Manager

Reviewed By:
DocuSigned by:
Rachel McLure
8E03EDCD6C1D46F...
Rachel McLure
CIP Supervisor

Reviewed By:
DocuSigned by:
Tracy Martin
0F4DDBE75F5B46B...
Tracy Martin
Senior Project Manager

Reviewed By:
DocuSigned by:
Yasmin Lopez
E8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edwards, City Clerk
Sylvia Edwards, City Clerk
City of Corona, California

Venture Construction & Management

By: Signed by:
Bobby Ragasa
B70A5A617C49437...
Signature

Bobby Ragasa
Name

Owner
Title

980460
License Number



STAFF REPORT

DATE: 04/02/2025

TO: Honorable Mayor and City Council Members
Honorable President and Board Members

FROM: Utilities Department

2025-134

REQUEST FOR CITY COUNCIL AND CORONA UTILITY AUTHORITY ACTION

SUBJECT:

UPDATE ON CONTRACTED EMERGENCY TRANSMISSION WATER MAIN AND PARKING LOT REPAIRS AT 515 SOUTH PROMENADE AVENUE PURSUANT TO CORONA MUNICIPAL CODE SECTION 3.08.130(A)

EXECUTIVE SUMMARY:

This staff report provides the City Council with an update, pursuant to Corona Municipal Code [Section 3.08.130\(A\)](#), on the contracted emergency repairs related to the transmission water main line break that occurred at 515 South Promenade Avenue on March 6, 2025.

RECOMMENDED ACTION:

That the City Council receive and file the update to contracted emergency transmission water main line and parking lot repairs at 515 South Promenade Avenue.

That the Corona Utility Authority review, ratify, and to the extent necessary, direct the City Council to take the above actions.

BACKGROUND & HISTORY:

On March 6, 2025, at approximately 4:00 p.m., the City of Corona Utilities Department responded to a water main break. A thirty-inch diameter transmission water main line at South Promenade Avenue, south of Sampson Avenue, experienced a significant failure. The thirty-inch cross-town transmission water main provides water to the Home Gardens and Zone 2 service areas.

On March 19, 2025, the City Council was formally notified of the contracted emergency repairs related to the transmission water main line break on South Promenade Avenue, pursuant to Corona Municipal Code (CMC) [Section 3.08.130\(A\)](#).

ANALYSIS:

The water main line break caused significant damage to the parking lot at 515 South Promenade. The Utilities Department (UD) solicited informal bidding from four qualified contractors experienced in asphalt and concrete repairs and received three bids, as shown below.

Vendor	City	Bid Amount
CT&T Concrete Paving, Inc.	Diamond Bar, CA	\$95,243.54
A&Y Asphalt Contractors, Inc.	Norco, CA	\$123,077
TSR Construction	Rancho Cucamonga, CA	\$123,508
Hardy and Harper, Inc	Lake Forest, CA	No bid received

CT&T Concrete Paving, Inc., is tentatively scheduled to begin the parking lot restoration to minimize the adverse impact on the business.

Staff will request the ratification of the Maintenance/General Services Agreement with CT&T Concrete Paving, Inc. for \$95,243.54 at a future City Council meeting with the related cost incurred for the repair of the watermain, remediation and restoration which will include detailed cost information for labor, materials, and equipment.

BASIS FOR EXCEPTION TO COMPETITIVE BIDDING:

Staff believes that an exception to competitive bidding was warranted for this action pursuant to Corona Municipal Code [Section 3.08.130\(A\)](#), which states as follows:

(A) Emergencies. In situations determined by the City Manager to constitute an emergency for a public project pursuant to § 22035 of the Act and Cal. Public Contract Code § 22050. The City Council hereby delegates to the City Manager the power to declare a public emergency and take any directly related and immediate action required by the emergency, up to a total of \$175,000, pursuant to § 22035 of the Act and Cal. Public Contract Code § 22050. Emergency expenditures of more than \$175,000 shall first be approved by the City Council. Work shall be performed without the benefit of competitive bidding, either formal or informal, only so long as necessary under those sections.

For projects of more than \$45,000, a report on the emergency and work performed shall be provided at the next regular meeting of the City Council, and then at every meeting thereafter required by § 22050. At such meetings, the City Council shall determine, by a four-fifths vote, that there is a need to continue the action without the benefit of informal or formal competitive bidding in accordance with § 22035 of the Act and Cal. Public Contract Code § 22050. The City Council shall terminate the emergency action at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed pursuant to a formal bidding procedure.

Staff believes the restoration of the parking lot meets the definition of an emergency, as the immediate repair of the asphalt and concrete at 515 South Promenade Avenue is essential to limit the impact on the business.

FINANCIAL IMPACT:

Funding for the recommended action is available in the Waterline Infrastructure Operating and Maintenance Project No. 71930 within the Water Utility Fund 570.

ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Section 15302 (c) of the Guidelines for the California Environmental Quality Action (CEQA), which states that “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination” and is therefore exempt from CEQA. This action involves repairs to existing infrastructure to maintain public health and safety. Therefore, is exempt from the requirements of CEQA, and no environmental analysis is required.

PREPARED BY: AFTAB HUSSAIN, ASSISTANT UTILITIES DIRECTOR

REVIEWED BY: TOM MOODY, UTILITIES DIRECTOR



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Planning and Development Department

2025-118

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

RESOLUTION ADOPTING THE CITY'S DWELLING UNIT OCCUPANCY FACTOR ACCORDING TO SECTION 16.35.040 OF THE CORONA MUNICIPAL CODE FOR DETERMINING THE MAXIMUM AREA OF PARKLAND THAT IS REQUIRED TO BE DEDICATED FOR RESIDENTIAL SUBDIVISIONS

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve the dwelling unit occupancy factor for determining the maximum area of parkland that is required to be dedicated for residential subdivisions. According to the Quimby Act of the Subdivision Map Act, residential subdivisions are required to dedicate land for parks or pay a fee in lieu of dedicating parkland to the city. Corona Municipal Code (CMC) Chapter 16.35 implements the City's parkland dedication and in lieu fee according to the Quimby Act. Per CMC Section 16.35.040(C), the City shall establish a dwelling unit occupancy factor according to the latest U.S. Census in determining the amount of parkland to be dedicated for each residential subdivision. The latest dwelling unit occupancy factor shall be established by resolution, which is the reason for this request.

RECOMMENDED ACTION:

That the City Council approve Resolution 2025-017 establishing the dwelling unit occupancy factor based upon the 2020 U.S. Census data for determining the amount of parkland to be dedicated pursuant to Chapter 16.35 of the Corona Municipal Code.

BACKGROUND & HISTORY:

CMC Chapter 16.35 implements the Quimby Act for residential subdivisions. To determine the amount of parkland to be dedicated, the City uses the formula described in CMC Section 16.35.040(D), which is the number of housing units in the subdivision by the occupancy factor for each housing type by the number of acres of park area per 1,000 residents. The City requires three acres of park area per 1,000 residents according to CMC Section 16.35.040(B). Therefore, the formula is represented as follows:

$$(\# \text{ of dwelling units}) \times (\text{occupancy factor}) \times (.003) = \text{park area to be dedicated}$$

The occupancy factor is based on the latest U.S. Census. The latest U.S. Census was done in 2020. Since that time, the City has not adopted an occupancy factor based on the latest census data. According to the 2020 U.S. Census, Corona’s average person per household for a housing unit, which consists of a house, apartment and mobile home, is 3.28 persons.

ANALYSIS:

Resolution 2025-017 will establish the dwelling unit occupancy factor of 3.28 persons per household for determining the amount of land that is to be dedicated for parkland. The dwelling unit occupancy factor will be used for residential subdivisions that are physically providing parkland as part of the development. The latest occupancy factor does not affect the fee in lieu of parkland dedication according to the City’s adopted Development Impact Fee schedule, which is \$12,708 per residential dwelling unit within a residential subdivision.

FINANCIAL IMPACT:

The adoption of this resolution does not have a financial impact on the city.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from the CEQA if the activity is covered by the commonsense exemption 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. The approval of this resolution establishing the dwelling unit occupancy factor according to the latest U.S. Census will not have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Resolution 2025-017

RESOLUTION NO. 2025-017

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, ESTABLISHING THE DWELLING UNIT OCCUPANCY FACTOR BASED UPON 2020 CENSUS DATA FOR DETERMINING THE AMOUNT OF PARKLAND TO BE DEDICATED PURSUANT TO CHAPTER 16.35 OF THE CORONA MUNICIPAL CODE.

WHEREAS, the Quimby Act, set forth in Government Code Section 66477, authorizes a city, by passage of an ordinance, to require a developer to dedicate land in order to provide park or recreational facilities in order to offset park/open space impacts, where the developer seeks the City of Corona’s (“City”) approval for a project involving the subdivision of land; and

WHEREAS, the Quimby Act permits the City, by ordinance, to require the dedication of land up to the maximum amount of three acres per 1,000 residents of the subdivision; and

WHEREAS, Chapter 16.35 of the City Municipal Code (“CMC”) permits the City Council, by resolution, to set the required amount of parkland to be dedicated up to the statutory maximum amount allowed under the Quimby Act; and

WHEREAS, CMC Section 16.35.040(D) provides that the maximum amount of park land the City may require for any subdivision is determined by multiplying the number of dwelling units in the subdivision for each housing type by the occupancy factor for each housing type by .003 (i.e., the ratio of the maximum park area standard of three acres per one thousand population); and

WHEREAS, CMC Section 16.35.040(C) provides that the dwelling unit occupancy factor is to be established by resolution of the City Council using the latest available census data; and

WHEREAS, the most recent United States census data, which was released in 2020, determined that the average persons per household for a housing unit (house, apartment, mobilehome) within the City is 3.28 persons; and

WHEREAS, the City Council desires to establish the dwelling unit occupancy factor using data from the 2020 United States Census, which will be used to determine the required amount of parkland to be dedicated pursuant to CMC Chapter 16.35.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The above Recitals are true and correct and are incorporated herein by reference.

SECTION 2. Dwelling Unit Occupancy Factor. For purposes of determining the maximum amount of park land that the City may require for a subdivision pursuant to CMC Section 16.35.040, the dwelling unit occupancy factor shall be 3.28 persons for a housing unit (house, apartment, mobilehome).

SECTION 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2025.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 2nd day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 2nd day of April 2025.

City Clerk of the City of Corona, California

[SEAL]



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Community Services Department

2025-144

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

FIRST AMENDMENT TO THE MAINTENANCE/GENERAL SERVICES AGREEMENT WITH NATIONAL CONSTRUCTION RENTALS, INC. TO INCREASE THE COMPENSATION BY \$75,000 FOR A TOTAL COMPENSATION OF \$175,000 FOR FISCAL YEAR ENDING JUNE 30, 2025

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve the First Amendment to the Maintenance/General Service Agreement with National Construction Rentals, Inc., which would increase compensation by \$75,000 to \$175,000 for the fiscal year ending June 30, 2025.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the First Amendment to the Maintenance/General Services Agreement with National Construction Rentals, Inc. to increase the compensation by \$75,000 for total compensation of \$175,000 for the fiscal year ending June 30, 2025.
- b. Authorize the City Manager, or his designee, to execute the First Amendment to the Maintenance/General Services Agreement with National Construction

Rentals, Inc. for total compensation of \$175,000 for the fiscal year ending June 30, 2025.

- c. Authorize the City Manager, or his designee, to issue a change order to Purchase Order B250278 to National Construction Rentals, Inc. in the amount of \$75,000 for a total purchase order amount of \$175,000.

BACKGROUND & HISTORY:

The City of Corona utilizes professional contractual services for on-call temporary fencing and portable potty services throughout its city facilities and parks. These contractual services supply the equipment and materials needed to conduct this work safely and effectively. National Construction Rentals, Inc. currently supplies the city with these services for special events, including the Fourth of July, Summer Concerts, and Holiday Lighting, as well as maintenance-related activities such as annual field renovations.

The City operates parks and facilities throughout Corona. The Community Services Department, in conjunction with the Purchasing Division, is preparing the necessary documents to competitively bid for these services for Fiscal Year (FY) 2026 and enter into a multi-year agreement. The need for these services continues to grow with the expansion of special events throughout the year, enhanced field maintenance services, and closing of fields for rest times.

ANALYSIS:

A purchase order for National Construction Rentals, Inc. was initially issued with an Exception to Bid Memo (ETB) in the amount of \$45,000 and was later increased by \$55,000 for a total of \$100,000 for FY 2025. Due to additional services related to securing properties at the South Mall, field renovations, and other city projects, the Community Services Department is requesting to increase the purchase order to \$175,000 for FY 2025.

FINANCIAL IMPACT:

Funding for the recommended actions is available in the Community Services Department's operating budget.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption 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 is to approve a Maintenance and General Services Agreement for temporary fencing and portable potty services, 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: MOSES CORTEZ, PARKS & TRIALS MANAGER

REVIEWED BY: DONNA FINCH, COMMUNITY SERVICES MANAGER

ATTACHMENTS:

1. Exhibit 1 – Maintenance and General Services Agreement with National Construction Rentals

**CITY OF CORONA
FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH NATIONAL CONSTRUCTION RENTALS, INC.
(AS-NEEDED TEMPORARY FENCING AND PORTABLE RESTROOM RENTAL –
SPECIAL EVENT RENTAL SERVICES)**

1. PARTIES AND DATE.

This First Amendment to the Maintenance/General Services Agreement (“First Amendment”) is made and entered into this _____ by and between the City of Corona (“City”) and National Construction Rentals, Inc., (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated June 20, 2024 (“Agreement”), whereby Contractor agreed to provide as-needed temporary fencing and portable restroom rental services.

2.2 Amendment. City and Contractor desire to amend the Agreement for the first time to amend the Total Compensation by \$75,000 to \$175,000 for fiscal year ending June 30, 2025.

3. TERMS.

3.1 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement, are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursement, for all Services rendered under this agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000) for fiscal year ending June 30, 2025 (“Total Compensation”) without written approval of the City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**CITY'S SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH NATIONAL CONSTRUCTION RENTALS, INC.
(AS-NEEDED TEMPORARY FENCING AND PORTABLE RESTROOM RENTAL. –
SPECIAL EVENT RENTAL SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: Signed by:
Donna Finch

10A11D3CE1DF481...
Donna Finch
Community Services Director

Reviewed By: Signed by:
Moses Cortez

048936C8C97D4AD...
Moses Cortez
Parks and Trails Manager

Reviewed By: DocuSigned by:
Yasmin Lopez

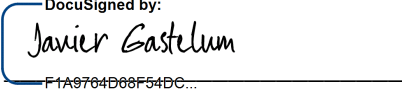
F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager

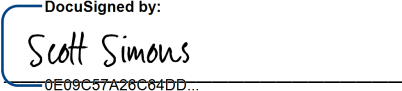
Attest: _____
Sylvia Edwards, City Clerk
City of Corona, CA

**CONTRACTOR'S SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH NATIONAL CONSTRUCTION RENTALS, INC.
(AS-NEEDED TEMPORARY FENCING AND PORTABLE RESTROOM RENTAL. –
SPECIAL EVENT RENTAL SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

NATIONAL CONSTRUCTION RENTALS, INC.
a California corporation

By: 
F1A9704D08F54DC...
Javier Gastelum
Divisional Manager

By: 
0E09C57A20C04DD...
Scott Simons
Finance Director



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: City Manager's Office – Housing and Homeless Solutions Division

2025-119

REQUEST FOR CITY COUNCIL ACTION

SUBJECT

PUBLIC HEARING FOR CITY COUNCIL CONSIDERATION AND APPROVAL OF AMENDMENT NO. 1 TO THE 2024-2025 AND 2022-2023 ACTION PLANS OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) CONSOLIDATED PLAN

EXECUTIVE SUMMARY:

The staff report asks the City Council to approve a substantial amendment to the 2024-2025 and 2022-2023 Action Plans of the HUD Consolidated Plan to cancel an activity (Program Year 2024 Victoria Park Community Center Park Improvements Project Phase III) and transfer the funds to an existing project (Program Year 2022 Victoria Park Improvements Phase I—Splash Pad).

RECOMMENDED ACTION:

That the City Council:

- a. Conduct a public hearing to receive comments concerning Amendment No. 1 to Program Year 2024-2025 HUD and Program Year 2022-2023 Action Plans of the HUD Consolidated Plan.
- b. Approve Amendment No. 1 to the Program Years 2024-2025 and 2022-2023 Action Plans of the HUD Consolidate Plan to cancel an activity (Program Year

2024 Victoria Park Community Center Park Improvements Project Phase III) and to transfer the funds to an existing project (Program Year 2022 Victoria Park Improvements Phase I - Splash Pad) in excess of 50% of the project's original budget.

- c. Authorize the City Manager, or his designee, to prepare and process all necessary budgetary transactions to effectuate the changes in Amendment No. 1 for the Program Years 2024-2025 and 2022-2023 Action Plans.
- d. Authorize the City Manager, or his designee, to negotiate, execute, and amend contracts with sub-recipients, developers, or professional service providers as necessary to implement CDBG funds under the approved projects identified in Amendment No. 1 to the Program Years 2024-2025 and 2022-2023.
- e. Authorize the City Manager, or his designee, to execute, amend, and submit all plans and documents necessary to administer the CDBG projects identified in Amendment No. 1 to the United States Department of Housing and Urban Development.

BACKGROUND & HISTORY:

The U.S. Department of Housing and Urban Development requires all entitlement communities receiving Community Development Block Grant (CDBG) funds, such as the City of Corona, to prepare and submit a HUD Consolidated Plan (Consolidated Plan) every five years to establish a unified, strategic vision for community development, housing and economic development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities. The Corona City Council adopted its Five-Year Consolidated Plan for 2020-2024 on June 17, 2020.

The Consolidated Plan is carried out through Annual Action Plans (Action Plan), which provide a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The Corona City Council adopted the 2024-2025 Action Plan on June 5, 2024.

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving Community Development Block Grant (CDBG) funds, such as the City of Corona, to prepare and submit a substantial amendment to the Action Plans, to provide residents with the opportunity to review proposed substantial changes to previously approved Action Plan(s), and to offer comments on those changes should there be substantial changes to the use of CDBG or HOME funds. Pursuant to the City of Corona Citizen Participation Plan adopted on June 3, 2020, a substantial amendment to an Annual Action Plan is required when a "substantial" change is proposed, which includes:

- Addition of a new project not previously identified in the Action Plan, without regard to funding source;
- The cancelation of an existing project identified in the Action Plan, without regard to funding source; or
 - Changes in the use of CDBG funds from one eligible activity to another eligible activity meeting the following thresholds:
 - A net increase or decrease greater than 50% of the activity allocation if the allocation is \$50,000 or more as listed in a published Action Plan, or as amended;
 - A net increase or decrease greater than 100% of the activity allocation if the allocation is less than \$50,000 as listed in a published Action Plan or amended; or
 - A net increase or decrease in an activity allocation greater than \$300,000.

ANALYSIS:

After collaborating with the City’s Public Works and Community Services Departments, who are overseeing the construction of the Victoria Park Splashpad Park project, and reviewing project activity expenditures, it was determined that additional funding was needed for year one of the park plan projects to be completed. In support of the City’s 3-year park plan, staff have identified unused CDBG capital improvement funds from the program year 2024-2025 set aside for the Victoria Park Community Center Phase III improvements, which could be used to fill a gap for the additional funding needed in Phase I Victoria Park Splashpad.

The transfer of these funds will support the following objectives: 1) the completion of the Victoria Park Splashpad project without any additional allocation of City funds, 2) support timely expenditure of CDBG grant funds as required by HUD, and 3) cancel an activity. The transfer of funds is more than 50% of the project’s original budget; therefore, the proposed Substantial Amendment also involves amending the 2022-2023 Action Plan.

To provide additional context for the proposed amendment, it is important to note that the City of Corona receives regular formula-based entitlement grants of CDBG funds through the United States Department of Housing and Urban Development (HUD) each year.

On May 4, 2022, the Corona City Council approved the Program Year 2022-2023 Action Plan to specify the eligible CDBG activities and projects to be undertaken to address the community’s needs through the use of the CDBG entitlement allocation. Specifically, the 2022-2023 Action Plan identified Phase I of the Park Projects Plan “Community Facilities and Infrastructure” project, with an allocated budget of \$703,775.

On June 5, 2024, the Corona City Council approved the Program Year 2024-2025 Action Plan to specify the eligible CDBG activities and projects to be undertaken to address the community’s needs through use of the CDBG entitlement allocation. Specifically, the 2024-2025 Action Plan identified Phase III of the Parks Projects Plan “Community Facilities and Infrastructure” project, with an allocated budget of \$613,249. Due to

extenuating circumstances related to the Phase III Victoria Park Community Center project, this activity is no longer feasible.

Action Plan Amendment No. 1 to the Program Years 2024-2025 and 2022-2023 Action Plans reallocates funds between approved Community Development Block Grant projects. The City proposes to delete an activity (PY 2024 Park Improvements Project Phase III) and transfer the funds to an existing project (PY 2022 Victoria Park Improvements Phase I - Splash Pad) over 50% of the project’s original budget. This substantial amendment also involves amending the budgets for these two activities as identified in the table below:

Project Name and Program Year	Current CDBG Budget	Proposed New CDBG Budget via Substantial Amendment	Net Change
PY 2024 Victoria Park Community Center Improvements Project Phase III	\$613,249	\$0	(-\$613,249)
PY 2022 Victoria Park Improvements Phase I	\$703,775	\$1,317,024	(+\$613,249)

The proposed Amendment No. 1 also addresses a high-priority need and national objective as set out in the City’s 2020-2024 Consolidated Plan and HUD’s National Objectives. Subject to the program regulations set forth by HUD, CDBG funds will be used for the activities outlined below:

Program Year 2022 Victoria Park Improvements Phase I (Splash Pad Project):

CDBG funds support personnel (review of key project documentation and publication elements) and capital improvement costs (proofs of publication, construction costs, materials, and installation by an approved contractor). The installation will also include purchasing an ADA-compliant splash pad with several water features and designated play areas with multiple sprayers at Victoria Park. Funds will also cover the costs of materials and installation for multiple seating areas around the splash pad and accent lighting surrounding the splash pad. The splash pad will be in an open area within the park that is currently an open and unutilized grass area.

CITIZEN PARTICIPATION:

Notice of the availability of the draft Amendment No. 1 to the Program Year 2022-2023 Action Plan and Program Year 2024-2025 Action Plan was disseminated on the City website at www.CoronaCA.gov/CDBG and via other electronic means. Amendment No. 1 to the 2024-2025 Action Plan and 2022-2023 Action Plans were made available for public review online at www.CoronaCA.gov/CDBG from January 6, 2025, to April 2, 2025. The public was advised of the public hearing and encouraged to submit comments via email to WrittenPublicComments@CoronaCA.gov

COMMITTEE ACTION:

On May 4, 2022, and June 5, 2024, the Corona City Council approved the Program Year 2022-2023 and 2024-2025 Action Plans to specify the eligible CDBG activities and projects to be undertaken to address the community's needs through the use of the CDBG entitlement allocation.

FINANCIAL IMPACT:

The planned projects identified in Amendment No. 1 will not impact the general fund. Amendment No. 1 to the 2024-2025 and 2022-2023 Action Plans recommend canceling and reallocating CDBG funds between approved Community Development Block Grant projects.

ENVIRONMENTAL ANALYSIS:

The development of required plans and the allocation of CDBG funds is an administrative activity exempt under 24 CFR Part 58, Section 58.34 of the National Environmental Policy Act of 1969 ("NEPA"), as amended. Additionally, these activities are not considered to be a "project" under the California Environmental Quality Act ("CEQA"). Individual construction activities will be assessed under NEPA and CEQA.

PREPARED BY: KAREN ROPER, HOUSING AND HOMELESS SOLUTIONS MANAGER

REVIEWED BY: JACOB ELLIS, CITY MANAGER

ATTACHMENTS:

1. Exhibit 1 - Amendment No. 1 to the 2024-2025 and 2022-2023 HUD Consolidated Annual Action Plans
2. Exhibit 2 – Proof of Publication For Amendment No. 1 to the 2024-2025 and 2022-2023 HUD Consolidated Annual Action Plans



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**SUBSTANTIAL AMENDMENT NO. 1 TO THE
2024-2025 ACTION PLAN;
&
2022-2023 ACTION PLAN**

To be considered by:

April 2, 2025

A. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving Community Development Block Grant (CDBG) funds, such as the City of Corona, to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for community development, housing and economic development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities. The Corona City Council adopted its Five-Year Consolidated Plan for 2020-2024 on June 17, 2020.

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The Corona City Council adopted the most recent 2024-2025 Action Plan on June 5, 2024.

The purpose of a Substantial Amendment to the Action Plan is to provide residents with the opportunity to review proposed substantial changes to previously Approved Action Plan(s) and to offer comments on those changes.

Pursuant to the City of Corona Citizen Participation Plan adopted on June 3, 2020, a Substantial Amendment to an Annual Action Plan is required when a “substantial” change is proposed, which includes:

- Addition of a new project not previously identified in the Action Plan, without regard to funding source;
- The cancelation of an existing project identified in the Action Plan, without regard to funding source; or
- Changes in the use of CDBG funds from one eligible activity to another eligible activity meeting the following thresholds:
 - A net increase or decrease greater than 50% of the activity allocation if the allocation is \$50,000 or more as listed in a published Action Plan, or as amended;
 - A net increase or decrease greater than 100% of the activity allocation if the allocation is less than \$50,000 as listed in a published Action Plan or amended; or
 - A net increase or decrease in an activity allocation greater than \$300,000.

The Substantial Amendment No. 1 to the 2024-2025 Action Plan is necessary because the City is proposing to cancel an activity (Program Year 2024 Park Improvements Project Phase III) and transfer the funds to an already existing project (Program Year 2022 Victoria Park Improvements Phase I - Splash Pad) in excess of 50% of the project’s original budget (funding budgets and reprogramming described in Section C of this amendment). This Substantial Amendment also involves amending the 2022-2023 Action Plan.

B. CITIZEN PARTICIPATION

A Notice of Public Hearing and the commencement of the 30-day public review period was published in the Weekly Sentinel on January 3, 2025, informing the public of the proposed Substantial Amendment and inviting comments at the public hearing. A secondary Notice to reschedule the Public Hearing and

the culmination of the public review period was published in the Weekly Sentinel on March 21, 2025. The public review period began on January 6, 2025 and ran through April 2, 2025. Citizens were able to review copies of the Substantial Amendment at the Corona Public Library, City Hall (City Clerk’s Office and the Community Services Department) and on the City’s website at [Community Development Block Grant | City of Corona](#). On April 2, 2025, the Corona City Council will hear public comments regarding the Substantial Amendment.

C. CHANGES TO THE 2022-2023 & 2024-2025 ANNUAL ACTION PLAN ACTIVITIES

This Substantial Amendment proposed to the following changes:

Project Name and Program Year	Current CBDG Budget	Proposed New CBDG Budget via Substantial Amendment
PY 2024 Park Improvements Project Phase III	\$613,249	\$0
PY 2022 Victoria Park Improvements Phase I	\$703,775	\$1,317,024

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 1101 California Ave., Ste. 100
 Corona, CA 92881
 (951)-737-9784
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Proof of Publication
 State of CA, County of Riverside

2015.5 C.C.P.

Sylvia Edwards
 City of Corona, City Clerk
 400 S Vicentia Ave


 Corona, CA 92882

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of the Sentinel Weekly News, a newspaper of general circulation, printed and published weekly in the City of Corona, Corona Public Notice District District, County of Riverside, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Riverside State of California on April 14, 2000, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/21/25

certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Corona, CA on

Signature James L Forbes 03/21/2025



CITY OF CORONA
 OFFICE OF THE CITY CLERK
 NOTICE OF PUBLIC HEARING AND REVIEW
 AMENDMENT NO. 1 TO THE 2024-2025 ACTION
 PLAN & 2022-2023 ACTION PLAN

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of the City of Corona, California, will conduct a public hearing in the Council Chamber, at City Hall, 400 South Vicentia Avenue, in said City of Corona, Wednesday, April 2, 2025, at 6:30 p.m., or thereafter, to consider the Substantial Amendment No. 1 to the 2024-2025 Action Plan & 2022-2023 Action Plan. The U.S. Department of Housing and Urban Development (HUD) requires the City to prepare an Action Plan amendment whenever the City proposes a substantial change in the use of CDBG funds. The purpose of the Public Hearing is to hear the views of residents on the proposed amendment No. 1.

The Substantial Amendment No. 1 to the 2024-2025 Action Plan is necessary because the City is proposing to cancel an activity (PY 2024 Park Improvements Project Phase III) and transfer the funds to existing projects (PY 2022 Victoria Park Improvements Phase I - Splash Pad) in excess of 50% of the project's original budget. This Substantial Amendment also involves amending the 2022-2023 Action Plan. Pursuant to U.S. Department of Housing and Urban Development (HUD) regulations and the City of Corona Citizen Participation Plan adopted on June 3, 2020, these changes are considered a "Substantial Amendment" to the Action Plans that require specific citizen participation actions before the change may be approved by the City Council and submitted to HUD.

City Clerk at the address below.

The public is invited to attend the public hearing and comment on the draft documents. Please check the meeting agenda for April 2, 2025, for any important updates concerning how to participate in the public hearing. City Council agendas may be accessed at: <https://corona.legistar.com/Calendar.aspx>. Due to time constraints and the number of persons wishing to give oral testimony, each speaker will be limited to three minutes at the public hearing. You may wish to make your comments in writing and submit them to the City Clerk for inclusion into the public record. If you challenge any portion of the draft documents in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at, or prior to the public hearing.

Any person may submit written comments to the City Clerk, 400 S. Vicentia, Corona, CA 92882 or via email to WrittenPublicComments@CoronaCA.gov. If you have any questions regarding this notice, please contact Frank Perez, CDBG Program Consultant, at (951) 817-5715 or by email at Frank.Perez@CoronaCA.gov.

It is the objective of the City of Corona to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA)

Project Name and Program Year	Current CDBG Budget	Proposed New CDBG Budget via Substantial Amendment	Net Change
PY 2024 Park Improvements Project Phase III	\$613,249	\$0	(-\$613,249)
PY 2022 Victoria Park Improvements Phase I	\$703,775	\$1,317,024	(+ \$613,249)

A copy of the draft documents were made available for public review on the City website at www.CoronaCA.gov/cdbg starting Monday, January 6, 2025 and will run through April 2, 2025. The documents will also be available during business hours, at the City's Community Services Department and the City Clerk's Office located at 400 S. Vicentia Avenue, Corona. The draft documents may also be reviewed at the Corona Public Library, Reference Desk, located at 650 S. Main Street, Corona. Hours and accessibility to these facilities is subject to change. All written comments concerning these documents must be received by the end of the public review and comment period on Wednesday, April 2, 2025, at 5:00 p.m. Written comments should be submitted to the

of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, and the Architectural Barriers Act in all respects. If you require public documents in an accessible format, the City will make reasonable efforts to accommodate your request. If you require a disability-related accommodation to attend or participate in a hearing or meeting, including auxiliary aids, or translation services are required for persons who do not speak English, please contact the City Clerk's Office by March 31, 2025, at (951) 736-2201. Requests received after this date may not be accommodated.

Sylvia Edwards - City Clerk
 Posted: March 21, 2025 (City Website and Post)

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 Page 1 of 1

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Sylvia Edwards
 City of Corona, City Clerk
 400 S Vicentia Ave


 Corona, CA 92882

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of the Sentinel Weekly News, a newspaper of general circulation, printed and published weekly in the City of Corona, Corona Public Notice District District, County of Riverside, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Riverside State of California on April 14, 2000, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/21/25

certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Corona, CA on

Signature James Forbes 03/21/2025



CIUDAD DE CORONA
 OFICINA DEL SECRETARIO MUNICIPAL
 AVISO DE AUDIENCIA Y REVISIÓN PÚBLICA
 BORRADOR DE LA ENMIENDA NO. 1 AL PLAN DE DESEMPEÑO 2024-2025 & AL PLAN DE DESEMPEÑO 2022-2023

POR MEDIO DE LA PRESENTE SE NOTIFICA AL PÚBLICO que el Concejo Municipal del Ayuntamiento de la Ciudad de Corona, California, celebrará una audiencia pública en la Cámara del Concejo del Ayuntamiento, 400 South Vicentia Avenue, en dicha Ciudad de Corona, miércoles, 2 de abril de 2025 a las 6:30 P.M., o posteriormente, para considerar los borradores de la Enmienda No. 1 al Plan de Desempeño 2024-2025 & al plan de desempeño. El Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés) requiere que el Ayuntamiento de la ciudad prepare una Enmienda al Plan de Desempeño cada vez que el Ayuntamiento de la Ciudad propone un cambio sustancial en la utilización de los fondos de CDBG. El propósito de la Audiencia Pública es escuchar los puntos de vista de los residentes sobre la enmienda propuesta No. 1.

La Enmienda Sustancial No. 1 al Plan de Acción 2024-2025 es necesaria porque la Ciudad propone eliminar una actividad (Fase III del Proyecto de Mejoras al Parque del Año 2024) y transferir los fondos a proyectos existentes (Fase I de Mejoras al Parque Victoria del Año 2022 - Splash Pad) superior al 50% del presupuesto original del proyecto. Esta Enmienda Sustancial también implica modificar el Plan de Acción 2022-2023. De conformidad con las regulaciones del Departamento de Vivienda y Desarrollo Urbano de EE. UU. (HUD) y el Plan de Participación Ciudadana de la Ciudad de Corona adoptado el 3 de junio de 2020, estos cambios se consideran una "Enmienda Sustancial" a los Planes de Acción que requieren acciones específicas de participación ciudadana antes del cambio, puede ser aprobado por el Concejo Municipal y presentado al HUD.

a las 5:00 P.M. Los comentarios escritos deben ser enviados al Secretario Municipal a la dirección indicada en la siguiente sección.

El público está cordialmente invitado a asistir a la audiencia pública y comentar sobre los borradores de dichos. Por favor verifique la agenda de la junta para el 2 de abril de 2025 para cualquier actualización importante relativos a como participar en la audiencia pública. Se pueden acceder las agendas del Concejo Municipal en el siguiente sitio web: <https://corona.legistar.com/Calendar.aspx>. Debido a limitaciones de tiempo y al número de personas que desean dar testimonio oral, cada expositor estará limitado a tres minutos en la audiencia pública. Es posible que desee hacer sus comentarios por escrito y enviarlos al Secretario Municipal del Ayuntamiento para su inclusión en el registro público. Si impugna cualquier parte de los borradores en la corte, será limitado a plantear solo aquellos asuntos que usted u otra persona plantearon en la audiencia pública descrita en este aviso, o en la correspondencia escrita entregada en o antes de la audiencia pública.

Cualquier persona puede presentar comentarios por escrito al Secretario Municipal, 400 S. Vicentia, Corona, CA 92882, o por correo electrónico a WrittenPublicComments@CoronaCA.gov. Si tiene alguna pregunta sobre este aviso, comuníquese con Frank Perez, Consultante del Programa CDBG, al (951) 817-5715 o por correo electrónico a Frank.Perez@CoronaCA.gov.

El Ayuntamiento de la Ciudad de Corona tiene como objetivo cumplir en todo con respecto a la Sección 504 de la Ley de Rehabilitación de 1973, tal y como se enmendó, la Ley de Americanos con Discapacidades (ADA) de 1990 y la Ley

Nombre del proyecto y año del programa	Presupuesto CDBG actual	Nuevo presupuesto CDBG mediante una enmienda sustancial	Cambio Net
PY 2024 Park Improvements Project Phase III	\$613,249	\$0	(-\$613,249)
PY 2022 Victoria Park Improvements Phase I	\$703,775	\$1,317,024	(+\$613,249)

Copia del borrador dichos documentos estarán disponibles para revisión pública en el sitio web del Ayuntamiento en www.CoronaCA.gov/cdbg comenzando el lunes, 6 de enero de 2025 hasta el miércoles, 2 de abril de 2025. Los documentos estarán también accesibles durante las horas de oficina en el Departamento de Servicios Comunitario y en la Oficina del Secretario Municipal del Ayuntamiento ubicado en 400 S. Vicentia Avenue, Corona. El borrador del documento también pueden ser revisado en la Biblioteca Pública de Corona, Mostrador de Referencia, ubicado en 650 S. Main Street, Corona. Horarios y accesibilidad a estos establecimientos están sujetos a cambios. Todos los comentarios escritos relativos a estos documentos deben ser recibidos al final del periodo de revisión y comentarios públicos el miércoles, 2 de abril de 2025

de Enmienda a ADA de 2008, la Ley de Vivienda Justa, y la Ley de Barreras Arquitectónicas, en todos los aspectos. Si usted necesita documentos públicos en un formato accesible, el Ayuntamiento hará lo posible dentro de lo razonable para dar cabida a su petición. Si usted requiere acomodo especial debido a alguna discapacidad para asistir o participar en una audiencia o junta, incluyendo recursos auxiliares, o se requieren servicios de traducción para personas que no hablan inglés, comuníquese con la Oficina del Secretario Municipal antes del 31 de marzo de 2025 al (951) 736-2203. Las peticiones recibidas después de dicha fecha no se podrán tomar en consideración.

Sylvia Edwards – Secretario Municipal Publicado: marzo 21, 2025 (Sitio Web del Ayuntamiento y Publicación)



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Planning and Development Department

2025-120

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

REQUEST BY COUNCIL MEMBER SPEAKE ASKING THE CITY COUNCIL TO CONSIDER AN UPDATE TO THE CITY'S HERITAGE INVENTORY TO INCLUDE CERTAIN COMMERCIAL STRUCTURES

EXECUTIVE SUMMARY:

This staff report asks the City Council to provide direction to city staff on updating the City's Heritage Inventory to include certain commercial structures not currently listed. Structures placed on the Heritage Inventory are considered properties that should be preserved because of the era it was constructed and its association with a historic event. Properties listed on the Heritage Inventory are eligible to be nominated as a local historic landmark on the City's Register of Historic Resources.

RECOMMENDED ACTION:

That the City Council provide direction to City staff based on one of the options presented in the staff report.

BACKGROUND & HISTORY:

The Planning Commission adopted Resolution 2040 on April 21, 2003, establishing the City's Heritage Inventory. The Heritage Inventory lists 544 properties. The properties on the Heritage Inventory are identified by age, architecture, and type (residential or commercial). Each property is also ranked as high, medium, and low for potentially being listed on the Corona Register as a local landmark.

The initial survey of historic properties was done in 1983 by City librarian Gloria Freel which contained approximately 400 properties. In 1986, the City hired a consultant to continue the survey of historic buildings. The consultant added 286 properties to the survey done by Ms. Freel, bringing the total to approximately 700 properties.

In 2002, the properties on the survey were reevaluated by City staff, a community volunteer, and seven consecutive interns over a period of 19 months. In the end, the City recommended that 459 properties be listed on the Corona Heritage Inventory and notified the affected property owners of the city's recommendation. Eventually, 452 properties were added to the inventory adopted by the Planning Commission on April 21, 2003. Over time additional properties have been added to the Heritage Inventory, totaling 544 properties.

Properties listed on the Heritage Inventory are:

- Eligible to be listed on the Corona Register as a local landmark.
- Subject to a demolition delay of 30 days.
- Demolition requests are decided by the Historic Preservation Board.
- Demolition requests are based on meeting one of the findings listed in [Corona Municipal Code Section 17.63.120\(E\)\(4\)](#).

Section 17.63.100 of the CMC outlines the process to list or expand the listing of the Heritage Inventory. An application “may be initiated by the City Council, the Planning Commission, City officials, local entities or a member of the public” at any time (CMC 17.63.100 (A)). The application for each property must include “an official survey describing the features, merits and quality of the site, improvement or natural feature” and a justification of how it meets the criteria listed in CMC 17.63.090.

The following summarizes the process involved in expanding the listing of the Heritage Inventory.

1. Property is identified and surveyed according to [CMC Section 17.63.090](#).
2. Copies of the property survey are distributed for review and comment to the Heritage Librarian, the Corona Historic Preservation Society, and any other agency affected by the expanded listing according to [CMC Section 17.63.100\(F\)\(1\)](#).
3. Any property owner directly affected by the listing is notified according to [CMC Section 17.63.100\(F\)\(2\)](#).
4. The public comment and review period shall be no less than 30 days according to [CMC Section 17.63.100\(F\)\(4\)](#).
5. The public hearing notice on the expanded listing of the Heritage Inventory before the Historic Preservation Board shall be no less than 10 days according to [CMC Section 17.63.100\(G\)](#).
6. The Historic Preservation Board adopts a resolution expanding the listing of the Heritage Inventory according to [CMC Section 17.63.100\(I\)](#).

ANALYSIS:

Expanding the listing of the Corona Heritage Inventory would require each added property to be surveyed according to [Section 17.63.090 of the CMC](#). For a site, historic artifact, improvement, or natural feature to be listed on the Heritage Inventory, it must demonstrate that it should be preserved because of its age, and either its context in the neighborhood, its association with a historic event or period, or its significance to the architectural, engineering, scientific, economic, agricultural, educational, cultural, social, artistic, political or military history of Corona.

In current practice, properties that are eligible for listing as a local landmark need to have been in existence prior to 1950. The City would use the same criteria for properties to be listed on the Heritage Inventory since the properties on the inventory are eligible for listing as a local landmark on the Corona Register.

Expanding the Heritage Inventory is not limited to initiation by City staff. Any member of the public can request that certain property be added to the Heritage Inventory by following the process described in CMC Section 17.63.100.

Options for the City Council to Consider

The following are options for the City Council to consider regarding expanding the Heritage Inventory.

1. Current practice - Proceed with current practice, expanding the Heritage Inventory as interested parties submit applications as described in CMC Section 17.63.100. Staff time would be limited to processing applications as they are submitted.
2. Public awareness - Conduct a public awareness campaign notifying property owners about the Heritage Inventory and the process of listing a property. Staff would create informational and social media posts to educate residents about the Heritage inventory that could also be shared by CHPS or other interested parties. Applications would be processed per the current practice.
3. Proactive update - Direct staff to proactively update the Heritage Inventory according to a specific scope of work identified by the City Council (e.g. certain types of properties of a certain age within an identified geographical area). If the council were to direct staff to conduct a survey of potentially eligible properties and screen them for eligibility, it would take considerable effort. It is unknown at this time how many properties would be evaluated and considered for inclusion in the Heritage Inventory. Like the initial surveys, staff would also rely on help from volunteers experienced in historic preservation to identify which properties should be added to the Heritage Inventory and retain a qualified consultant in helping to identify additional properties based on the characteristics listed in CMC Section 17.63.090. Applications for each property would need to be individually prepared but a bulk submission for review may reduce the overall staff time required for processing.

FINANCIAL IMPACT:

Option	Amount of Time	Potential Cost
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<p>1. CURRENT PRACTICE - There is no application fee to list a property on the Heritage Inventory. However, there is an application fee to remove a property from the Heritage Inventory. The same amount of time used in removing a property from the Heritage Inventory would be similar to adding a property.</p>	<p>4 months approx. Review of each property, public comment period and noticing requirement.</p>	<p>\$3,896 per property (approx. staff time cost)</p>
<p>2. PUBLIC AWARENESS – Staff create a short informational campaign about listing properties on the Heritage Inventory that can be shared on social media, informational fliers, and through CHPS.</p>	<p>2-3 months</p>	<p>Less than \$2,000 of staff time for campaign and approximately \$3,896 per property (as above).</p>
<p>3. PROACTIVE UPDATE - Depending on the scope of work identified by the City Council, the number of properties is unknown. If a list of identified properties is not provided to staff by a qualified organization that specializes in historic resources, a consultant would be hired to assist with evaluating and vetting properties, conducting the surveys, and application preparation.</p>	<p>Up to 12 months for identification and evaluation of properties prior to the 4 months for review and approval.</p>	<p>\$75,000 to \$100,000 for a consultant to identify and evaluate properties, and \$10,000 for staff time to process the properties and prepare for public hearing.</p>

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption 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. There is no possibility that this activity will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

ATTACHMENTS:

- 1. Exhibit 1 – Request from Council Member Speake dated April 2, 2024

Future Agenda Item Request Form

Future agenda items should be limited to new issues that emerge during the course of the year that are urgent and cannot wait until the next priority setting session of Council before requiring action.

Name: Wes Speake

Date: 4/2/2024

Title Name/Topic: Pursue an Update to the Historic Resources Inventory

Background

1. What is the purpose for the request i.e. what you are trying to achieve or do?

The Historic inventory was last done in 1982, over 42 years ago. Meaning that iconic buildings like the Silver Dollar Pancake house could be demo 'ed without comment by anyone because it was last altered in 1949. Outside of the 50-year range in 1982. Many others have been excluded that should be on the resources list like Rudy Ramos studio on E Grand Blvd or the Arcade Building on Main Street.

2. What is the scope of the work you wish to see done?

Explore the option to update the Historic resources inventory, including a mechanism for regular updates to the resources list outside of placing a Historic marker as described in 17.63

3. Does this request align with the City's Strategic Plan? How?

#5 Sense of Place- Connecting with our past

4. What is the desired timeline to have the issue considered by Council?

Within reason

5. Is the issue urgent requiring action before the next priority setting session of Council (Spring Workshop)?

Yes

Staff Section (To be completed by staff)

Approximate Staff Time Required: ____ Hours

Approximate Cost: \$ ____

EXHIBIT 1



Request by Council Member Speake

Update to the City's Heritage Inventory

Joanne Coletta

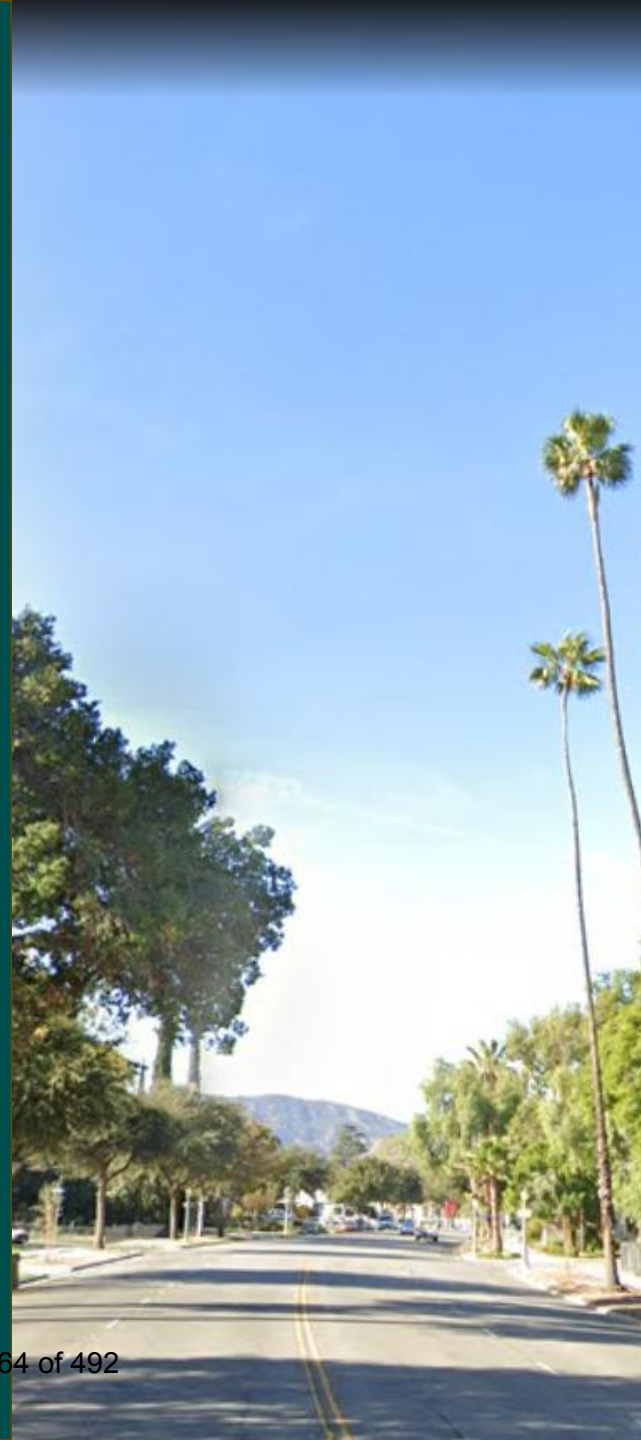
Planning and Development Director

Request by Council Member Speake

Update to the City's Heritage Inventory

The Ask...

City Council provide direction to city staff on updating the City's Heritage Inventory based on one of the proposed options.



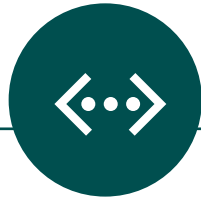
Background

Corona Heritage Inventory



1983

Approx. 400 historic properties surveyed by City Librarian Gloria Freel.



1986

Historic properties survey expanded by 286 properties using a consultant.



2002

Historic survey reevaluated by city staff, 1 community volunteer, and 7 consecutive interns in a 19-month period



2003

Resolution adopted by the Planning Commission establishing the Corona Heritage Inventory consisting of 452 properties.



2025

Properties added to the Heritage Inventory over time, which currently consists of 544 properties.

Background

Corona Heritage Inventory

Corona Municipal Code states...

An application "may be initiated by the City Council, the Planning Commission, city officials, local entities or a member of the public" at any time. The application for each property must include "an official survey describing the features, merits and quality of the site, improvement or natural feature" and a justification of how it meets the criteria listed in CMC 17.63.090.

Properties on the Heritage Inventory...

- Eligible to be listed on the Corona Register as a local landmark.
- Subject to a demolition delay of 30 days.
- Demolition requests are decided by the Historic Preservation Board.
- Demolition requests are based on meeting one of the findings listed in CMC Chapter 17.63.



Historic Resol


ADDRESS	APN	Style	Year	Significance
GARRETSON AV	109-031-006	V		
GARRETSON AV	109-031-013	V		
GARRETSON AV	109-031-014	California Bungalow		
GARRETSON AV	109-031-015	Classical Revival		
GARRETSON AV	109-031-017	Bungalow		
GARRETSON AV	109-031-018	Classical Revival		
GARRETSON AV	109-031-020	Vernacular Wood Frame		
GARRETSON AV	109-314-002	Provincial Revival		
GARRETSON AV	113-350-012	Craftsman Bungalow		
GARRETSON AV	113-350-013			
GRAND BL CIRCLE		Grand Blvd. Streetscape		
GRAND BL	117-163-012	Vernacular Wood Frame		
GRAND BL	117-163-011	Bungalow		
GRAND BL	117-163-010	Vernacular Wood Frame		
GRAND BL	117-163-009	Bungalow		
GRAND BL	117-163-008	California Bungalow		
GRAND BL	117-163-007	Bungalow		
GRAND BL	117-204-006	Mediterranean/Spanish Rv. & Provincial Revival	192	
GRAND BL	117-302-015	Mediterranean/Spanish Revival	1937	
GRAND BL	117-204-008	Craftsman Bungalow	1900	
GRAND BL	111-022-011		1924-27	
GRAND BL	111-022-010	Craftsman Bungalow	1913	l.
GRAND BL	117-242-002	Vernacular Wood Frame	1902	high
GRAND BL	111-022-007	Tudor Revival	1926	high
GRAND BL	111-022-006	Provincial Revival	1927	high
GRAND BL	117-242-001	Vernacular Wood Frame/Colonial	1888	high

Corona Heritage Inventory

Process to Expand Listing

- 1 Property Surveyed
Property in existence before 1950 and meet the findings in CMC Chapter 17.63.
- 2 Survey Distributed for review
City Librarian, CHPS and any other agency affected by the request.
- 3 Notice to property owner directly affected
- 4 Public Comment and Review Period (30 days)
- 5 Public Hearing by Historic Preservation Board
10 days public hearing notice
- 6 HPB adopts resolution

OPTION	DESCRIPTION	ESTIMATED TIME	POTENTIAL COST
1	<p><u>CURRENT PRACTICE</u> - Proceed with current practice, expanding the Heritage Inventory as interested parties to submit applications as described in CMC Section 17.63.100. Staff time would be limited to processing applications as they are submitted.</p> <p>There is no application fee to list a property on the Heritage Inventory.</p>	4 months (staff review & public comment period and noticing requirement)	Approximately \$3,896 per property
2	<p><u>PUBLIC AWARENESS</u> - Conduct a public awareness campaign notifying property owners about the Heritage Inventory and the process to list a property. Staff would create informational and social media posts to educate residents about the Heritage inventory that could also be shared by CHPS or other interested parties. Applications would be processed per the current practice.</p>	2 to 3 months	Approximately \$2,000
3	<p><u>PROACTIVE UPDATE</u> - Depending on the scope of work identified by the City Council, the number of properties is unknown. If a list of identified properties is not provided to staff by a qualified organization that specializes in historic resources, a consultant would be hired to assist with evaluating and vetting properties, conducting the surveys, and application</p>	Up to 12 months	\$75,000 to \$100,000 (consultant) + \$10,000 (staff) (consultant to identify and evaluate properties in addition to the staff time to process each property for public hearing.)

OPTION	DESCRIPTION	ESTIMATED TIME	POTENTIAL COST
<p>1</p> 	<p><u>CURRENT PRACTICE</u> - Proceed with current practice, expanding the Heritage Inventory as interested parties to submit applications as described in CMC Section 17.63.100. Staff time would be limited to processing applications as they are submitted.</p> <p>There is no application fee to list a property on the Heritage Inventory.</p>	<p>4 months (staff review & public comment period and noticing requirement)</p>	<p>Approximately \$3,896 per property</p>
<p>2</p>	<p><u>PUBLIC AWARENESS</u> - Conduct a public awareness campaign notifying property owners about the Heritage Inventory and the process to list a property. Staff would create informational and social media posts to educate residents about the Heritage inventory that could also be shared by CHPS or other interested parties. Applications would be processed per the current practice.</p>	<p>2 to 3 months</p>	<p>Approximately \$2,000</p>
<p>3</p>	<p><u>PROACTIVE UPDATE</u> - Depending on the scope of work identified by the City Council, the number of properties is unknown. If a list of identified properties is not provided to staff by a qualified organization that specializes in historic resources, a consultant would be hired to assist with evaluating and vetting properties, conducting the surveys, and application</p>	<p>Up to 12 months</p>	<p>\$75,000 to \$100,000 (consultant) + \$10,000 (staff) (consultant to identify and evaluate properties in addition to the staff time to process each property for public hearing.)</p>

Request by Council Member Speake

Update to the City's Heritage Inventory

The Ask...

City Council provide direction to city staff on updating the City's Heritage Inventory based on one of the proposed options.





STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Public Works Department

2025-136

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

REQUEST FROM COUNCIL MEMBER SPEAKE FOR PROPOSED IMPROVEMENTS TO THE MAGNOLIA AVENUE AND EL SOBRANTE ROAD INTERSECTION

EXECUTIVE SUMMARY:

This report asks the City Council to provide staff directions to explore treatments to reconfigure the intersection of Magnolia at El Sobrante, quantifying the impacts and benefits of the proposed reconfigurations.

RECOMMENDED ACTION:

That the City Council:

- a. Approve staff's recommendation to implement the short-term plan of crosswalk removal at El Sobrante Road in the interest of removing disruptions to the corridors signal coordination.
- b. Provide feedback and direction on the proposed long-term treatments, perform detailed traffic studies to quantify the impacts of these proposed treatments, and prepare a future presentation to discuss conceptual alternatives and study results for the proposed long-term reconfigurations of the intersection of Magnolia at El Sobrante.

BACKGROUND & HISTORY:

Council Member Speake submitted a Future Agenda Item Request Form, requesting available options to improve traffic operations along the Magnolia Avenue corridor, specifically at the intersection of Magnolia Avenue and El Sobrante Road. The Magnolia Avenue Corridor's operations are complicated by the sheer volume of traffic on Magnolia, Caltrans jurisdiction control of I-15 ramp signals, and the proximity of adjacent intersections to each other. This corridor has been a delicate balance of traffic flow between the I-15 freeway and Magnolia Avenue, a major arterial, since its inception.

The Traffic Engineering Division is responsible for operating and maintaining the traffic flows through the City of Corona. Staff is currently conducting a traffic signal synchronization project at this location, and several proposed improvement suggestions arose out of this engineering effort. As a result, staff proposes both short-term and long-term options, including near-term removal of the delay-inducing crosswalk across Magnolia at El Sobrante Road, reconfiguring the intersection to limit access (right in/right out) with the removal of the traffic signal, and a full reconfiguration of El Sobrante Road terminating short of Magnolia Avenue with the removal of the traffic signal.

ANALYSIS:

Currently, a project to retime or synchronize the traffic signals along the Magnolia Avenue Corridor from Rimpau Avenue to Sixth Street is underway. This effort has shown the constraints that are inhibiting optimal traffic flow on Magnolia Avenue. The corridor comprises of traffic signals owned and operated by the City of Corona, with two Interstate 15 ramp signals in the center of the corridor operated by the State of California Transportation Department (Caltrans). These entities have competing objectives for the use of signal timing on this corridor; Caltrans endeavors to serve the ramps so as not to queue back onto the freeway mainline, and the City of Corona strives to move traffic as efficiently as possible on Magnolia Avenue. These competing objectives are further hampered by the close proximity of El Sobrante Road with the Interstate 15 Southbound Offramp.

Short-Term Improvements

While analyzing the corridor for signal timing change, it was noted that the crosswalk crossing Magnolia Avenue at El Sobrante Road required a substantially high pedestrian timing interval far exceeding the timing required for vehicles to cross. This results in significant delays and causes this intersection to 'transition' out of synchronization with its adjacent traffic signals. Each pedestrian activation could cause several minutes out of synch, sending delays up and down the corridor. Removing this crosswalk would enable optimized signal timing and reduce the risk of transition delays. An available crosswalk is located at Rimpau Avenue, just three hundred sixty feet west of El Sobrante.

Potential Long-term Improvements – Option A

A long-term option to optimize the corridor would be to reconfigure the intersection of El Sobrante Road and Magnolia Avenue to a limited access configuration. This would convert the intersection into a permissive "right in/right out" access for both El Sobrante Road and the shopping center driveway and include removing the traffic signal at this

location. With the movements restricted to right in/right out, this enables the former intersection space to be utilized for additional vehicle storage for Rimpau and Freeway turn movements.

Long-term Improvements – Option B

The other option is to permanently remove access from El Sobrante Road to Magnolia Avenue. This would require the “knuckling” of El Sobrante Road, where it meets the driveway of the small shopping center North of Magnolia and West of El Sobrante. This option further benefits reduced conflict points by restricting access, while giving the same benefits of the traffic signal removal. Both restricted access options would require the rerouting or detouring of traffic to other adjacent roadways like the already congested Rimpau Avenue or further to the El Camino Avenue corridor.

Potential Benefits:

- Less traffic signal delay
- Additional vehicle throughput on Magnolia Avenue
- Increased turn movement storage
- Less roadway conflict points, resulting in a safer roadway
- Blank canvas for beautification

Potential Challenges:

- Pedestrian delays
- Emergency access
- Diverted traffic
- Reduced access to businesses and shopping center

Staff recommends proceeding with the short-term improvements and is seeking direction from the City Council on studying the long-term options. Studying the long-term options could cost approximately \$30,000 and may require additional funding approval from the City Council.

FINANCIAL IMPACT:

The financial impact of the short-term recommendation for crosswalk removal at El Sobrante Road has been determined to be less than \$9,500. This would include the use of staff time for the required traffic signal modifications, staff time to prepare public notices and conduct a public meeting to satisfy the requirements of the California Vehicle Code, and the City’s striping contractor to modify the intersection striping. This effort would be covered under the Traffic Engineering Division’s existing budget for signal and striping work.

The financial impact of a long-term potential plan with associated projects reconfigurations has yet to be determined. Researching and preparing studies and conceptual options for the council to consider will require approximately 30 hours of staff time and \$30,000 of consultant costs. The Traffic Engineering division can utilize existing on-call contracts with firms qualified to complete this scope of work, but this effort is not budgeted.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California 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 provides direction to the Public Works Traffic Engineering staff to explore treatments to reconfigure the intersection of Magnolia at El Sobrante, quantifying the impacts and benefits of the proposed reconfigurations. Since there is no possibility that this action will have a significant effect on the environment, no environmental analysis is required. Individual projects will be reviewed for environmental compliance accordingly in the future.

PREPARED BY: AARON COX, SENIOR ENGINEER – TRAFFIC

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Presentation
2. Exhibit 2 – Future Agenda Request Form (Speake)



Improvements at Intersection of Magnolia Ave. & El Sobrante Rd

Rosalva Ureno, PE, TE

Transportation Manager/City Traffic Engineer

Aaron M. Cox, PE, TE, PMP

Senior Traffic Engineer



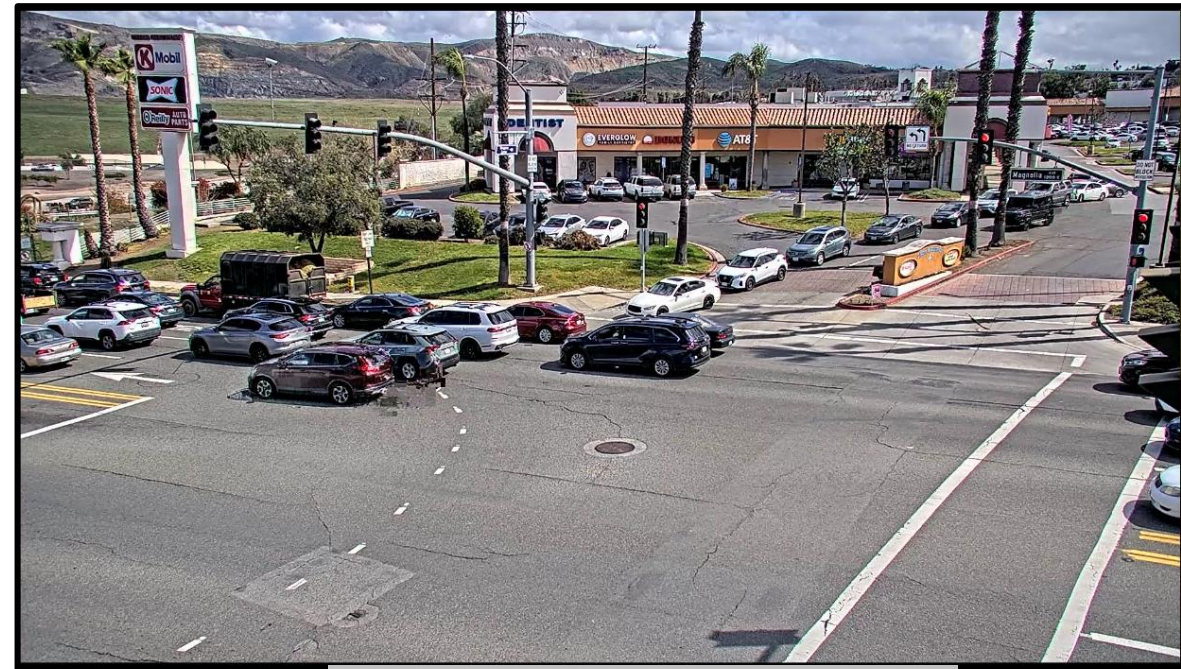
The Ask:

El Sobrante Improvements

That the City Council provide direction to implement and investigate treatments that can improve the traffic operations along Magnolia Avenue at El Sobrante Road.

What's the Problem?

- **Multiple Agencies** – Caltrans operates the ramp signals while City of Corona operates the adjacent intersections
- **Competing Objectives** – Caltrans prioritizes freeway flow, while the City wants to keep Magnolia moving
- **Geometry** – Proximity of El Sobrante to the I-15 SB Ramp is ~75 feet
- **Control** – City has no visibility into how the Caltrans ramp signals are operating. Caltrans has proprietary software that does not interface with our Advanced Traffic Management System. We rely on their clocks being synchronized to GPS time
- **Volumes** – 2nd busiest corridor in the City along with the heavy demand of I-15 freeway traffic



Typical Weekday PM Conditions



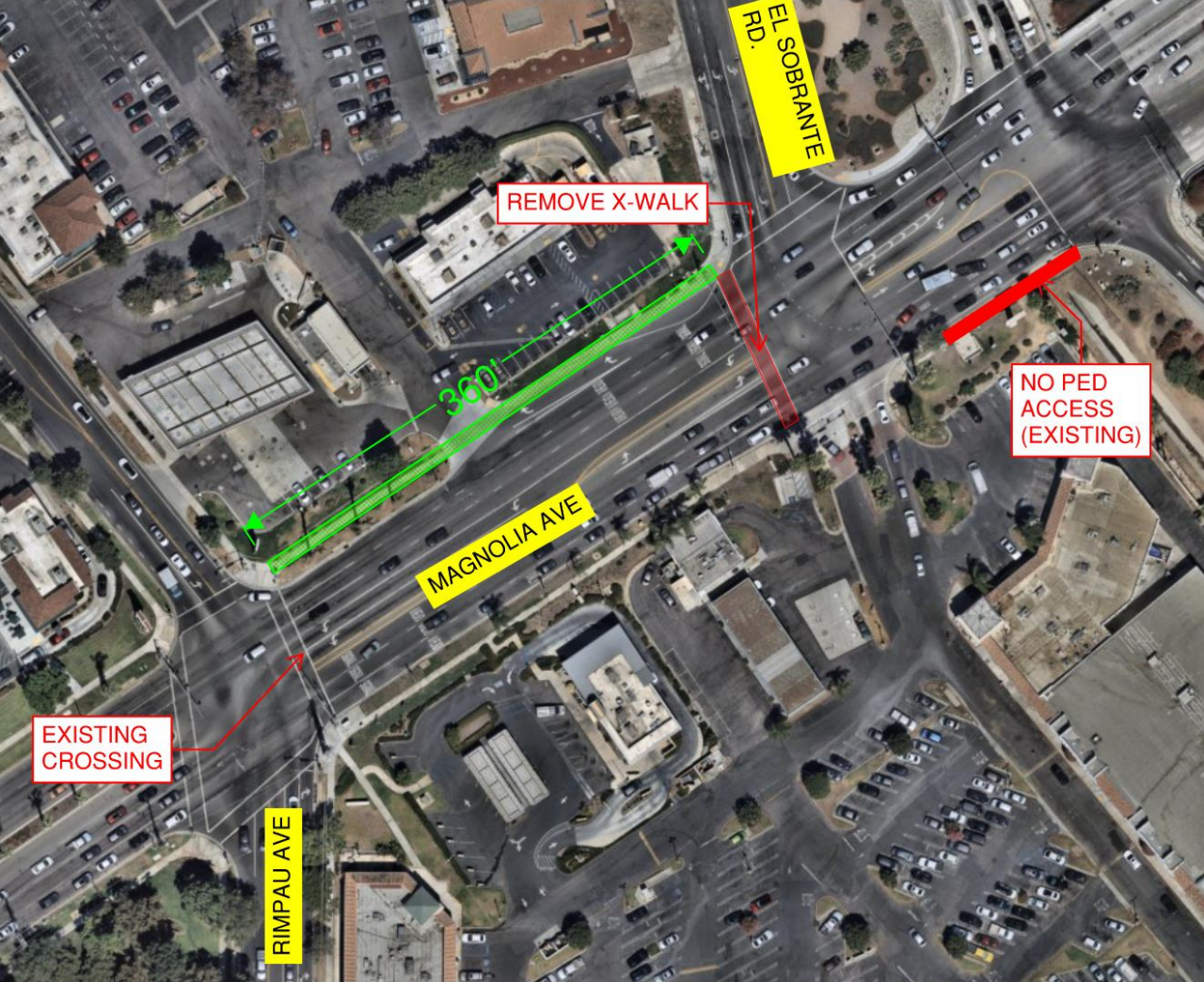
El Sobrante Rd at Magnolia Ave

Potential Treatments

- 01** **Short Term – Full Access at El Sobrante, Removal of North/South Crosswalk**
This option maintains full access to and from El Sobrante Avenue, while removing the westerly Magnolia Ave crosswalk. Removal of this crosswalk facilitates better signal timing coordination for the Magnolia Corridor.

- 02** **Long Term: Option A – Limited Access on El Sobrante Rd (*Right In / Right Out*)**
This option would remove the signalized intersection at El Sobrante Rd and Magnolia Ave. and would allow right turn movements in/out of the shopping center as well as El Sobrante Rd. By eliminating the left turns and through movements at this location, additional vehicle storage and more efficient signal timing could be realized.

- 03** **Long Term: Option B – Full Closure of El Sobrante Rd at Magnolia Ave**
This option would completely close the El Sobrante Road before intersecting Magnolia Avenue, convert the shopping center to limited access. This option would eliminate the signal at El Sobrante leading to additional vehicle storage, more efficient signal timing, and less conflicting movements.



9 Pedestrians vs 3600 Vehicles
during highest Peak Hour at the
El Sobrante / Magnolia Intersection

Short Term

Crosswalk Removal

This option is a near term improvement that would result in operational improvements for the Magnolia Corridor.



Improvements

- Delay Improvements - Vehicle timing substantially shorter than the pedestrian crosswalk timing required
- Each pedestrian actuation delays up to 30 seconds, and can put the intersection in transition for up to 6 minutes



Negative Impacts

- Pedestrian delay to use Rimpau Ave crosswalk



This option would remove the signalized intersection at El Sobrante Rd and Magnolia Ave and restrict left turn movements in and out of the shopping center as well as El Sobrante Rd.

Long Term – Option A

Full Access Restriction



Improvements

- Signal Coordination improvements with signal at El Sobrante removed
- Additional vehicle storage for more efficient movements
- Less delays, more corridor throughput



Negative Impacts

- Reduced Access to El Sobrante and shopping center
- Detoured Traffic – Route traffic to Rimpau or El Camino



This option would remove the signalized intersection at El Sobrante Rd and Magnolia Ave and allow right turn movements in and out of the shopping center with access to El Sobrante Rd closed off.

Long Term – Option B

El Sobrante Access Closed



Improvements

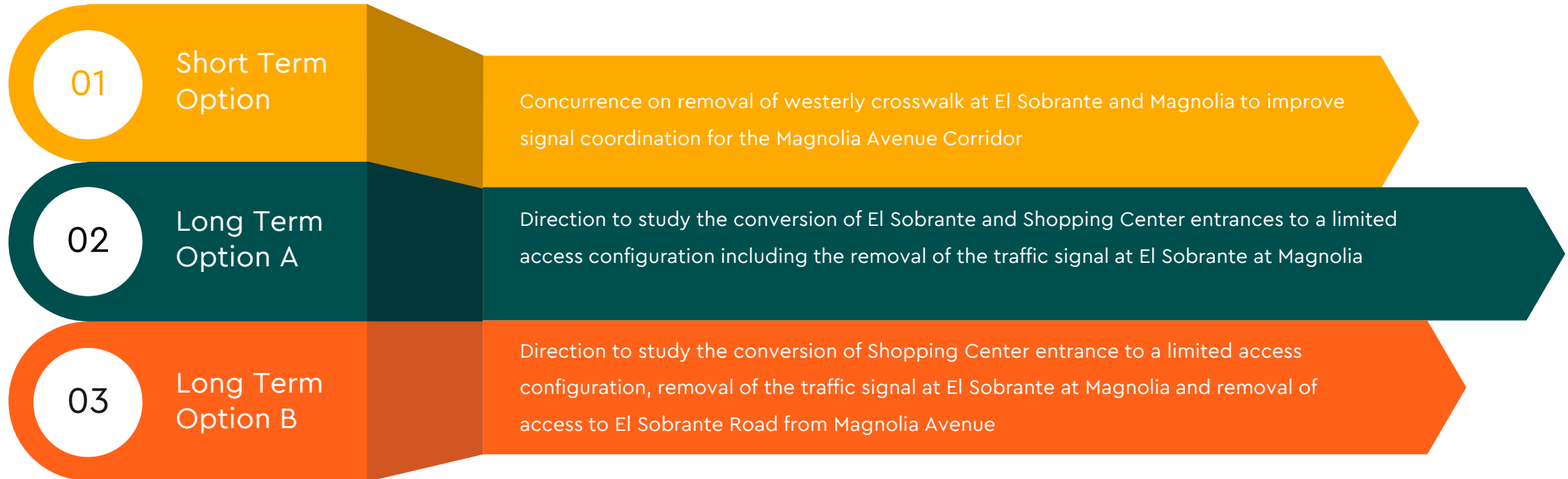
- Signal coordination improved with signal removed
- Less conflict points (Safer)
- Additional vehicle queuing storage for more efficient movements
- Even less delays, more corridor throughput
- Opportunity to beautify "dead space"



Negative Impacts

- Reduced access to El Sobrante and Shopping Centers
- Detoured Traffic – Use Rimpau or El Camino
- Introduce cut-through route through business
- Emergency access concerns

Summary of Potential Treatments





The Ask:

El Sobrante Improvements

That the City Council provide direction to implement and investigate treatments that can improve the traffic operations along Magnolia Avenue at El Sobrante Road.

Questions?



Future Agenda Item Request Form

Future agenda items should be limited to new issues that emerge during the course of the year that are urgent and cannot wait until the next priority setting session of Council before requiring action.

Name: Wes Speake

Date: 12/13/2024

Title Name/Topic: Realignment of the intersection of Magnolia/ El Sobrante

Background

1. What is the purpose for the request i.e. what you are trying to achieve or do?

Magnolia/ El Sobrante intersection is one of the worst in the city because of its closeness to the SB15 Magnolia off-ramp. I would like to right turn in and out on El Sobrante to eliminate the through traffic. Additionally, look at eliminating the left turn into the Shopping center from Magnolia as well, making it right turn and out only.

2. What is the scope of the work you wish to see done?

Have traffic engineering bring back options to see the impacts and benefits of making this change.

3. Does this request align with the City's Strategic Plan? How?

#3 Sound Infrastructure- This intersection has been a thorn for 40 years

4. What is the desired timeline to have the issue considered by Council?

Soon

5. Is the issue urgent requiring action before the next priority setting session of Council (Fall Workshop)?

No

Staff Section (To be completed by staff)

Approximate Staff Time Required: ____ Hours

Approximate Cost: \$ ____



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Economic Development Department

2025-138

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:
ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE

EXECUTIVE SUMMARY:

This staff report asks the City Council to receive an update and provide feedback on the implementation of the City's Economic Development Strategic Plan.

RECOMMENDED ACTION:

That the City Council receive an update and provide feedback on the implementation of the Economic Development Strategic Plan.

BACKGROUND & HISTORY:

From April 2021 to August 2022, the City of Corona underwent a planning process to develop a five-year Economic Development Strategic Plan (Plan) to guide the City's economic development efforts. Following extensive community outreach and a thorough market analysis, the Plan was presented to the Council for adoption in August 2022. The Plan is framed around six strategic goals:

1. Elevate Entrepreneurs and Small Businesses
2. Facilitate Business Expansion and Retention
3. Prepare and Support Our Residents for Jobs of the Future
4. Facilitate Planning and Development

5. Encourage Placemaking and Community
6. Enhance Communication and Connection

ANALYSIS:

Stemming from the strategic goals are a series of strategic actions, key performance indicators, and milestone measurements to ensure the best success at achieving the overarching goals. There are 44 strategic actions, 27 key performance indicators, and 21 milestone measurements.

Staff will provide an update on the progress on these measures and overall economic development efforts.

FINANCIAL IMPACT:

There is no financial impact associated with this action.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption 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 is to receive and file the staff's presentation. Therefore, no environmental analysis is required.

PREPARED BY: JOEL BELDING, ECONOMIC DEVELOPMENT DIRECTOR

REVIEWED BY: JUSTIN TUCKER, ASSISTANT CITY MANAGER

ATTACHMENTS:

1. Exhibit 1 – Economic Development Update Presentation Update



Economic Development Update

Joel Belding & Ashley Zaragoza
Economic Development Director &
Economic Development Manager

Agenda

01 Where We Were At

02 How We Are Doing

03 What's Next

Where We Were At

OFFICE OF ECONOMIC DEVELOPMENT

Meet The Team



**Joel
Belding**

Director



**Ashley
Zaragoza**

Manager



**Elisa
Laurel**

Administrator



**Coming
soon!**

Administrator



**Mariam
Rojo**

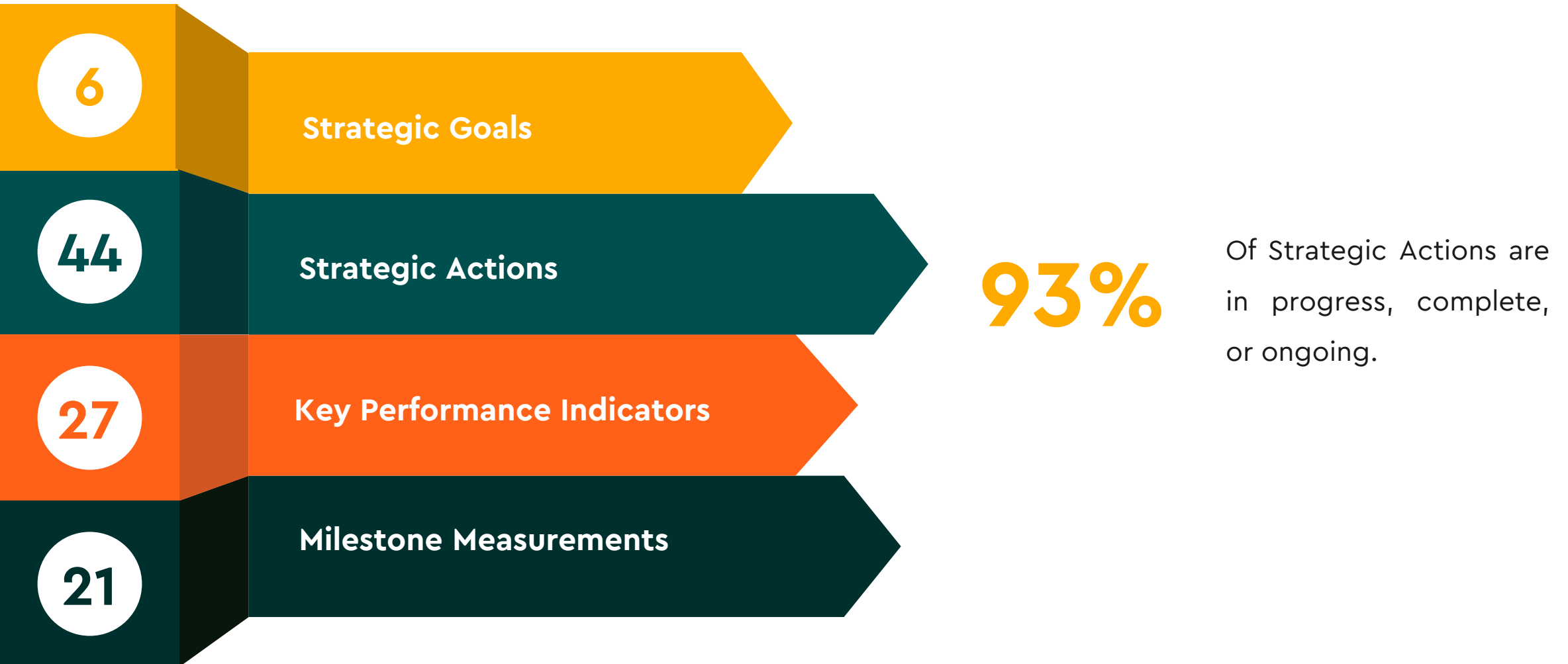
Analyst



**Karla Raiz
Anaya**

Assistant

At-A-Glance



Economic Development Strategic Plan

Strategic Goals

01 Elevate Entrepreneurs & Small Businesses

In partnership with our local and regional partners, elevate and support entrepreneurs and small businesses in Corona.

02 Facilitate Business Expansion & Retention

Facilitate the retention and expansion of existing businesses and the attraction of new businesses in Corona.

03 Prepare & Support Our Residents for Jobs of the Future

Provide our community with the skills resources, and support they need to prepare for the jobs of the future in Southern California.

04 Facilitate Planning & Development

Facilitate a collaborative, responsive, efficient, and business-friendly development review process to ensure best in class service to our development community.

05 Encourage Placemaking & Community

Encourage the development of lively public spaces by celebrating our heritage to promote the local economy and our community's health, happiness, and well being.

06 Enhance Communication & Connection

Enhance communication and connection with community by celebrating our successes and ensuring all residents have equitable access to City resources.

Strategic Goal 1

Elevate Entrepreneurs & Small Businesses



Entrepreneurship Development

- ✓ A **new** cohort with Asociación de Emprendedor@s will begin in July 2025!
- ✓ Partnering with SCORE to **launch** an entrepreneurship program, set to begin in April 2025!

Business Grants

- ✓ **Completed** ARPA-funded small business grant program
- ✓ Awarded **60** entrepreneurship grants of **\$5,000** each
- ✓ **30** small business grants of **\$10,000 each**.



Business Promotion

- ✓ Promoted **24** businesses since last Spring
- ✓ **Expanding** outreach of free business promotion.



Strategic Goal 2

Facilitate Business Expansion & Retention



Site Selection Assistance

- ✓ Assisted **25** companies with identifying sites for relocation or expansion.

Retail Attraction

- ✓ **Enhancing** marketing efforts and tenant outreach to unique retailers through tradeshows like ICSC.
- ✓ **Successfully** connected with shopping centers and supported their business promotion and tenant vacancy needs.



Business Assistance, Visitations & Outreach

- ✓ **150** Businesses Assisted
- ✓ **Deploying** targeted recruitment strategies and actively engaging with shopping centers and major commercial centers.



Strategic Goal 3

Prepare & Support Residents for Jobs of the Future



Live Work Corona Promotion

- ✓ **Promoted** marketing campaign
- ✓ **24** Current Pledges

Innovation Center

- ✓ Advanced development of the future Innovation Center & awarded **\$2.5M**



Business Support

- ✓ **Annual** New Business Reception on June 2nd to connect businesses in Corona with resources for success.

Strategic Goal 4

Facilitate Planning & Development



Family-owned Business Workshops

- ✓ **Launching** Family-owned business workshops in collaboration with Riverside County.

Commercial Development Event

- ✓ Hosted a healthcare workshop with the Corona Chamber of Commerce with **37** attendees.
- ✓ **Connected** with key healthcare brokers in the region.



Team Corona

- ✓ Held **20+** Team Corona meetings to support business expansion and relocation



Strategic Goal 5

Encourage Placemaking & Community



Downtown Commercial Beautification Grants

- ✓ **5 awards** for Downtown Commercial Beautification Grants up to **\$20,000** each.

Downtown Revitalization Plan Implementation

- ✓ **17** Downtown acquisitions since last Spring
- ✓ **Advanced** Downtown Signage Efforts



South Mall Revitalization

- ✓ **Parking Lot Renovation and New Tenants:** Spring 2025
- ✓ **South Mall Branding:** Unique identity for a unique experience



Strategic Goal 6

Enhance Communication & Connection



Shop Dine Corona Campaign

- ✓ **12** businesses promoted via video with **105K** views
- ✓ Recalibrating the Shop Dine Corona campaign with continued marketing and promotion.

Downtown Corona Branding

- ✓ Enhancing branding and signage for downtown to elevate Corona's core.



Target Audience Growth

- ✓ Grew target audience through dedicated outreach and increased newsletter subscribers and social media network.



How We Are Doing

Economic Health Snapshot

Employment

2024: 87,239 jobs

State Unemployment: 5.5%

Riverside County Unemployment: 5.3%

Corona: 4.4%

Sales Tax Generation

\$97,709,068 sales tax in 2024

\$101,000,000 sale tax revenue in 2023

-3.38%

Development Permit Activity

3,984 permits issued in 2024

4,727 permits issued in 2023

-15.75%

Vacancies

9.1% Warehouse, +3.6% increase

14.2% Office, -0.5% decrease

8.2% Retail, -0.2% decrease

Housing Development

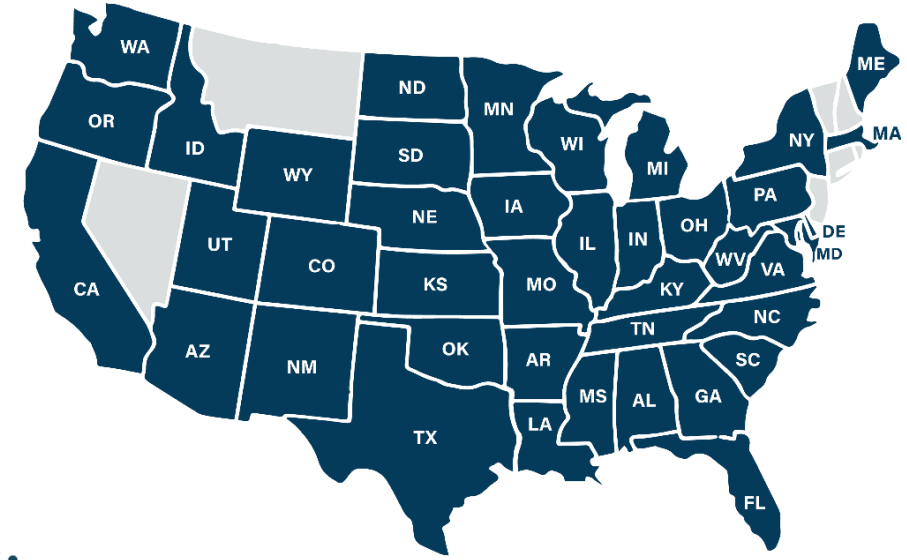
266 New Housing Units in 2024

100 New Housing Units in 2023



The **Retail** Coach.®

We help communities **IDENTIFY** new retail opportunities, actively **RECRUIT** those retailers to their community, then **COACH** them on a long-term basis to ensure success.



850+

CLIENTS SERVED

We've worked with clients across 41 states

90%

REPEAT CLIENTS

Cities work with us time and time again

23+

YEARS OF EXPERIENCE

Recruiting Retailers to Communities



RETAIL RECRUITMENT HIGHLIGHTS

The Retail Coach has connected with and submitted market data to over 100 retailers, restaurants, entertainment concepts, brokers and developers.

Match List Process

- 1. TRC created targeted retailer list based on market demographics, psychographics, current retail trends, and industry expertise.**
- 2. Real Estate Inventory**
- 3. Collaboration and feedback from City Staff**
- 4. City-wide survey responses (3,000+) of desired brands & concepts**

Focused list for Downtown and for the City of Corona as a whole

Special emphasis on unique concepts vs. national chains



RETAIL RECRUITMENT HIGHLIGHTS

Retailers, Restaurants, and Entertainment Concepts look at many variables:

Market Factors

Population Density + Growth (Trade Area + Set Drive-Times/Radials)

Income Profile

Psychographics (Tapestry Data)

Planning/Zoning Processes

Incentives

Existing Brands + Performance

Real Estate Factors

Vehicle Traffic

Visibility

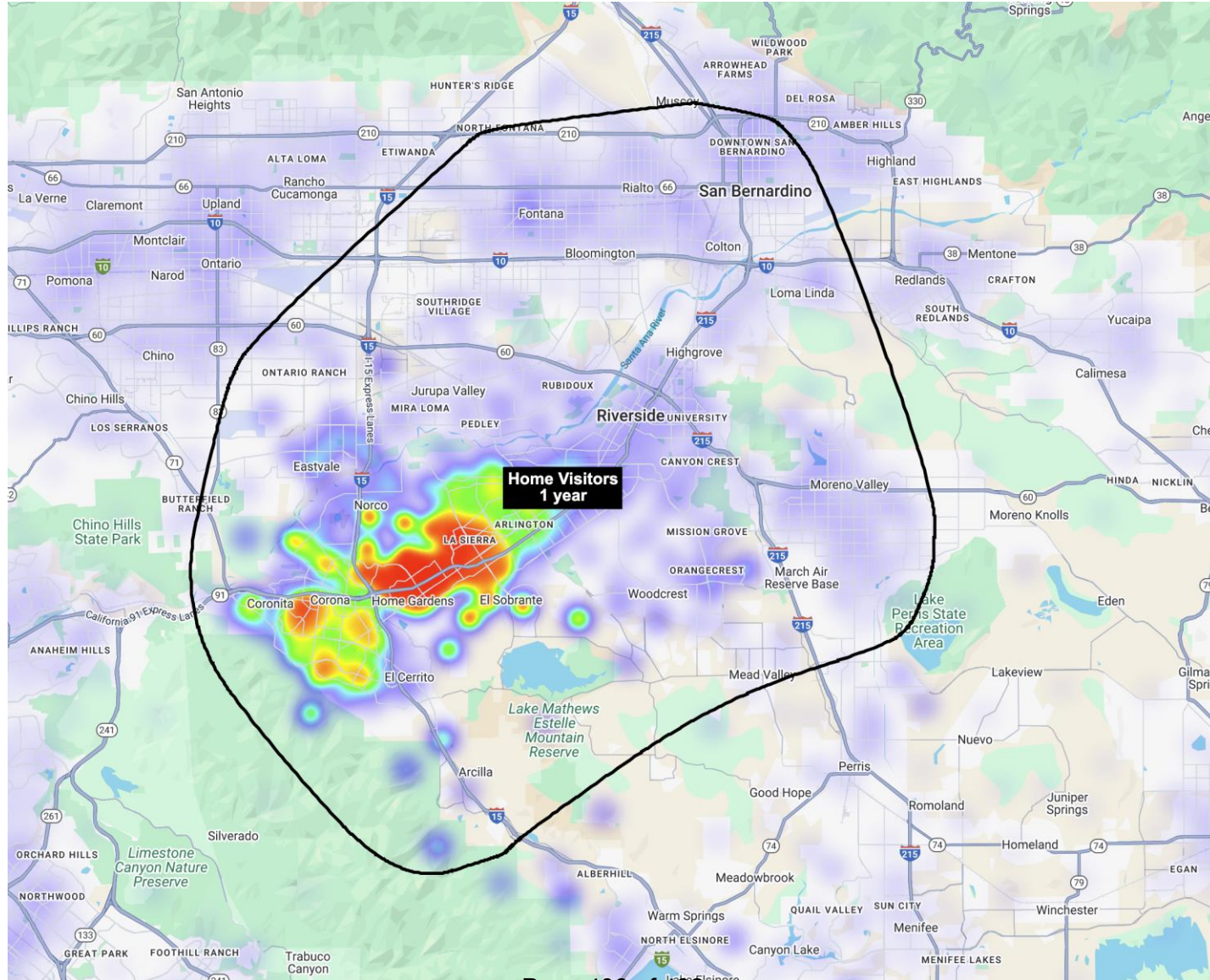
Store Spacing

Co-Tenants

Second Generation or New Construction

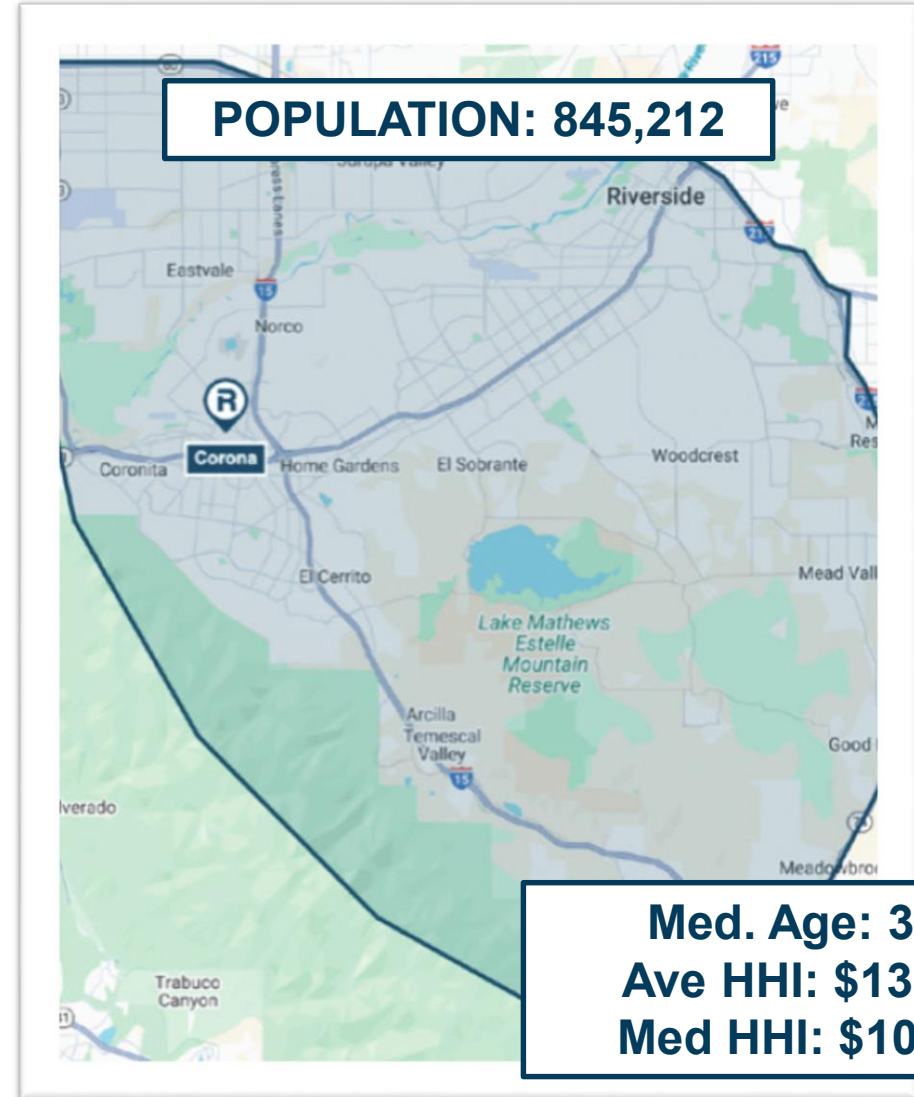
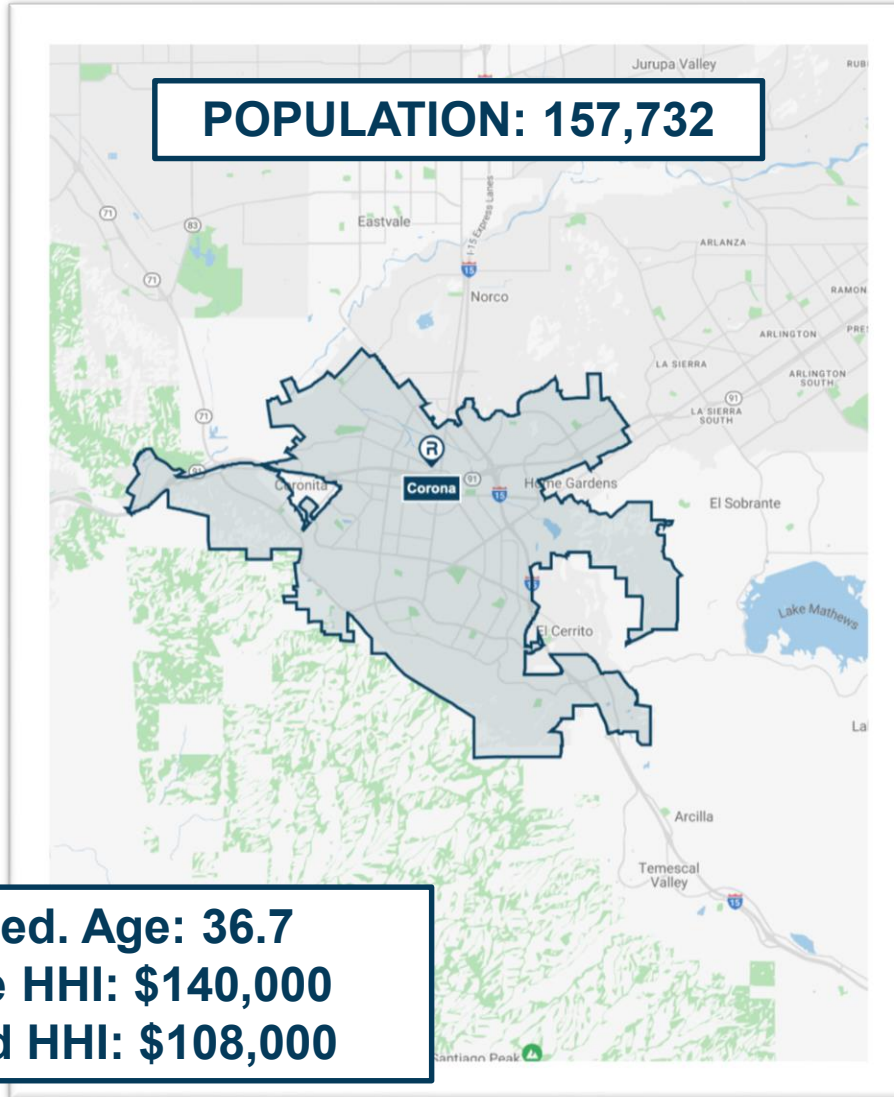


CORONA RETAIL TRADE AREA



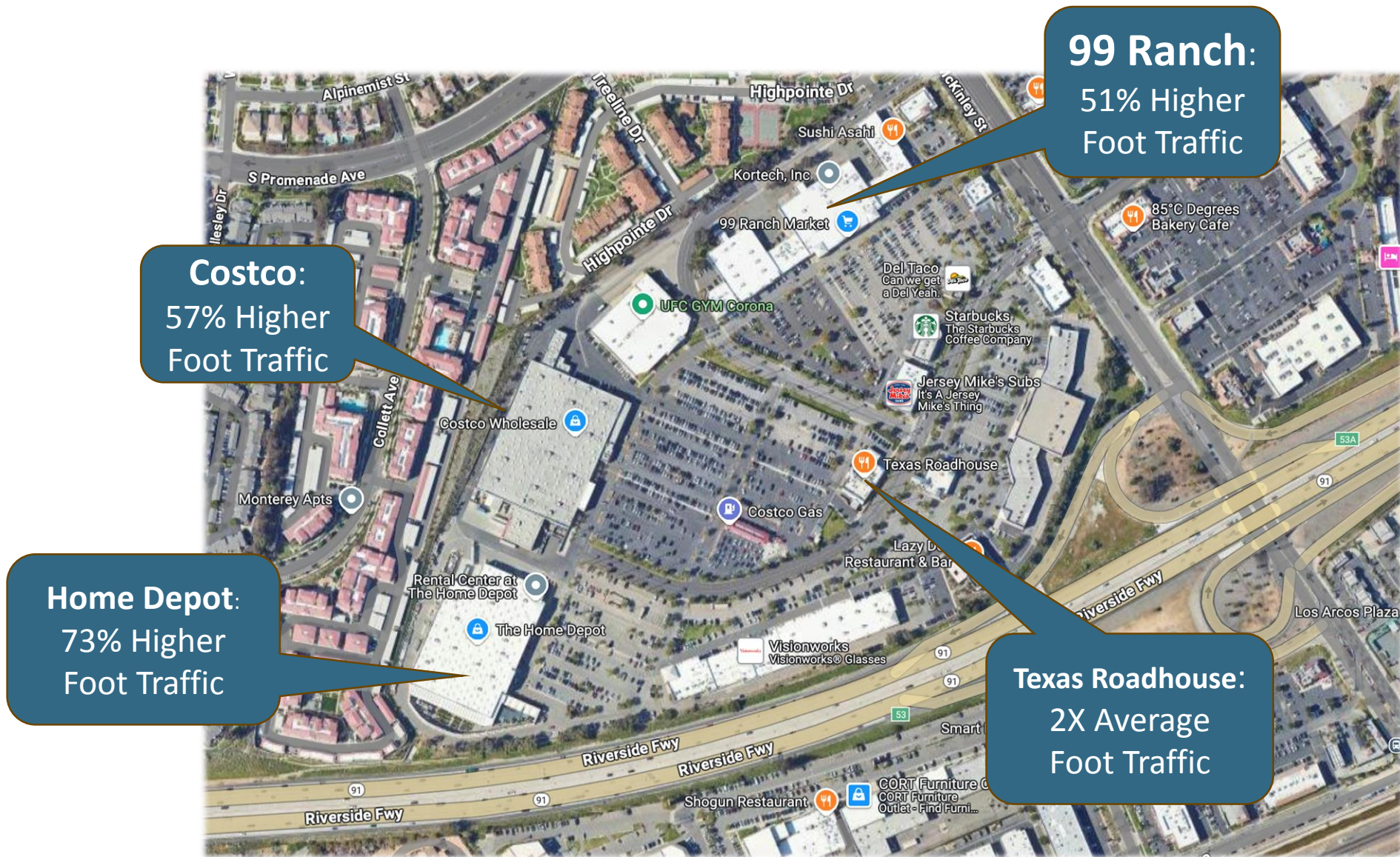


CORONA RETAIL TRADE AREA



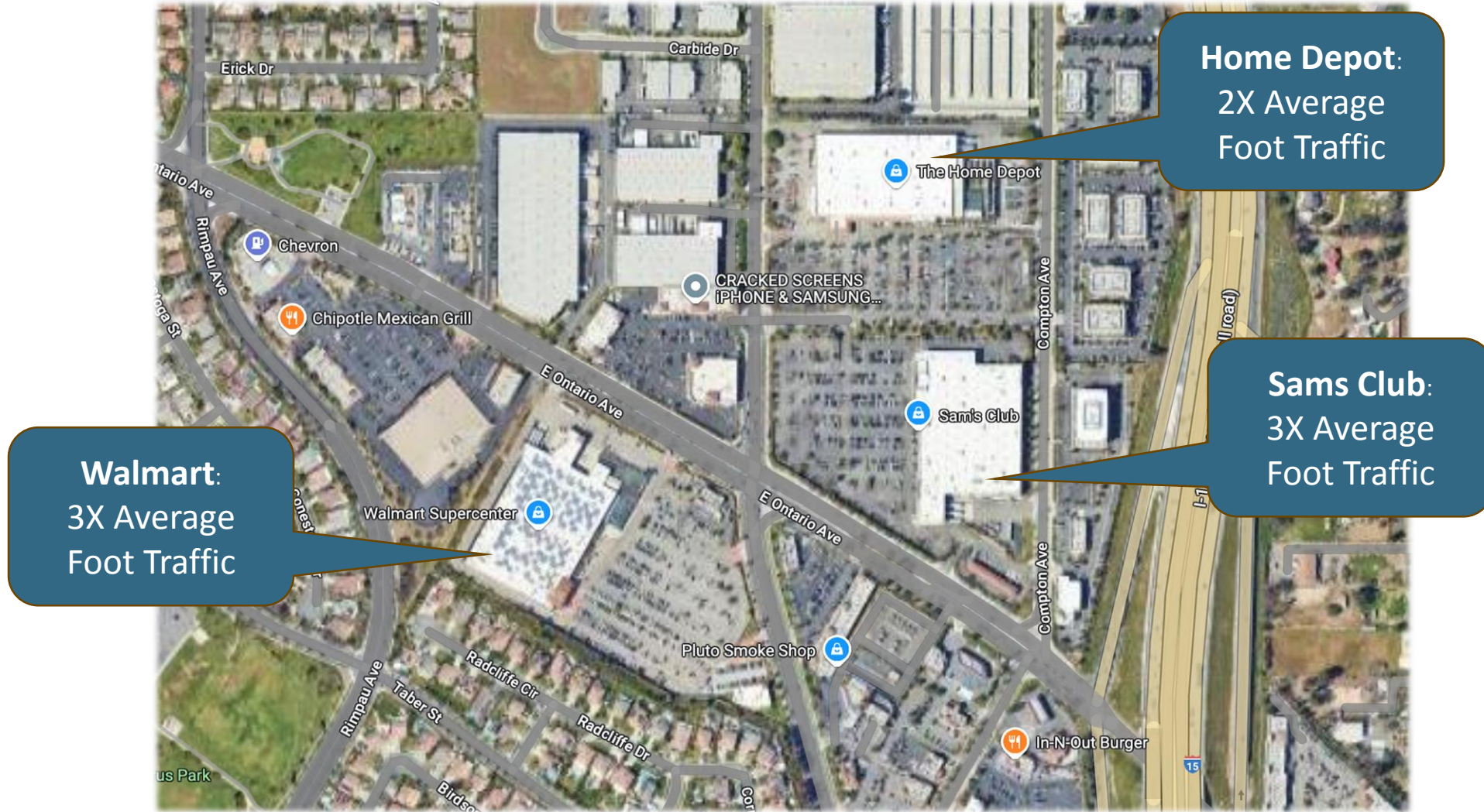


CORONA RETAIL TRADE AREA





CORONA RETAIL TRADE AREA





BEDFORD MARKETPLACE / CROSSINGS AT CORONA



Retail Division

FOR LEASE | THE CROSSINGS AT CORONA
I-15 & CAJALCO ROAD, CORONA, CA 92881

CUSHMAN & WAKEFIELD | **Newmark Knight Frank**

For Lease
±962,326 SF SHOPPING CENTER

Property Highlights

- The Crossings at Corona is one of Riverside County's top performing regional power & entertainment centers. Retailers have the unique opportunity to be part of a top tier high volume shopping center, which generates strong day and night time customer traffic. This Center features the industry's most prominent soft/hard good retailers, restaurants and an 18 Screen state-of-the-art Edwards Theater.

Location
• NEC I-15 & Cajalco Road, Corona, CA 92881

Traffic Counts
• I-15 160,000 ADT

Demographics

	5 MILE	10 MILES	15 MILES
Pop (2023)	145,303	450,581	1,134,375
AHH Income	\$133,684	\$125,733	\$136,505

Current Tenants

Target, Victoria's Secret, Sephora, Old Navy, HomeGoods, Ross Dress For Less, Kohls, Best Buy, Edwards Theatres.

Chad Iafate, CCIM +1 760 431 4234
Chad.Iafate@cushwake.com LIC #01464290

Phil Lyons, CCIM +1 760 431 4210
Phil.Lyons@cushwake.com LIC #01237235

Dan Samulski +1 949 608 2064
Dan.Samulski@ngkf.com LIC #01231771

12830 El Camino Real, Suite 100, San Diego, CA 92130
T: +1 858 452 6500 F: +1 858 452 3206
cushmanwakefield.com

NEW ARRIVALS & AVAILABILITIES

UNIT	DESCRIPTION	STATUS	AREA
SHOPS 1-101	THE JOINT	AVAILABLE	1,279
SHOPS 1-102	EVERSOWL	AVAILABLE	1,523
SHOPS 1-103	NALS SPA	AVAILABLE	2,381
SHOPS 2-101	AVAILABLE	AVAILABLE	2,136
SHOPS 2-102	CRANAL	AVAILABLE	1,500
SHOPS 2-103	AVAILABLE	AVAILABLE	1,134
SHOPS 2-104	SPN 22	AVAILABLE	1,222
SHOPS 2-105	AVAILABLE	AVAILABLE	2,267

RESTAURANTS

- RESTAURANT PAD_1 AVAILABLE 7,500
- RESTAURANT PAD_2 AVAILABLE 4,800
- RESTAURANT PAD_3 AVAILABLE 4,200

SHOPS

- PAD-A QUICK QUICK CAR WASH 30,287
- PAD-B WHEELS 4,000
- PAD-C ST AMIRI-CUS 2,800
- PAD-D SCHOOLS FIRST CREDIT UNION 4,000
- PAD-E ROLL UP TAGUOTOS 1,600
- PAD-F2 CHANG 3,000
- PAD-F1 BEDFORD MODERN IDENTISTRY 3,000
- PAD-F2 CARBON HEALTH 2,848
- PAD-G KIDDE ACADEMY 9,995

Other Amenities: Shell, Dunkin' Donuts, Car Wash, Schools First, Chase, Carbon Health, Crumbl, The Joint, NALS SPA, Kids Academy, Pacific.

Coming Soon: (Indicated on site map)



CORONA RETAIL TRADE AREA





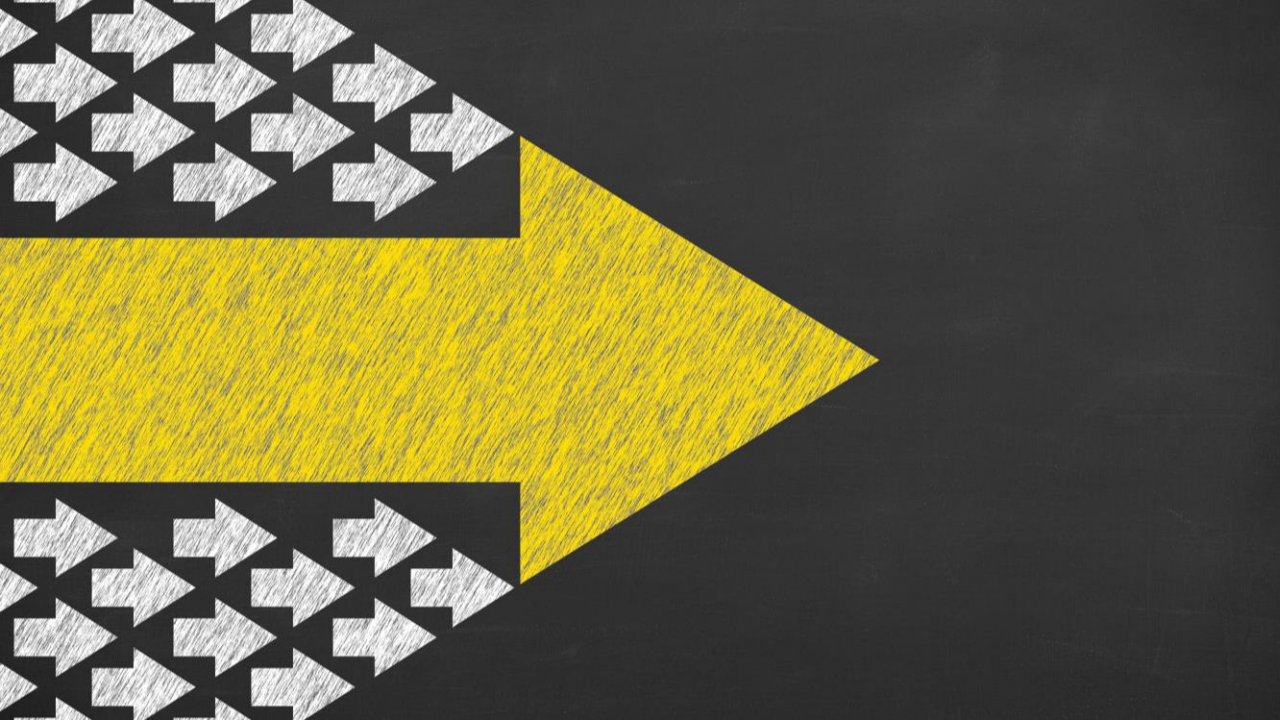
RETAIL RECRUITMENT HIGHLIGHTS

Previous recruitment efforts have identified interested tenants that have requested site information to review with their brokers include:

- multiple national development firms**
- national beverage/package retailers**
- multiple coffee concepts**
- major flag hotel**
- entertainment concepts (trampoline, bowling, etc...)**

TRC to continue outreach efforts for new retail, restaurant, and entertainment brands and provide direct access to city staff.

What's Next



A City Designed for Action

EDSP Update to add an Economic Development Action Plan Component

Recognize Completed Actions

Prioritize Remaining Strategic Actions

Identify Possible Updates

Develop Implementation Schedule

01 Restoring Downtown's Vibrancy

Creating a walkable, vibrant, mixed-use space that integrates retail, housing, and community areas while boosting economic growth and local engagement.

02 Project Timeline

Spring 2025: Assess redevelopment opportunities and commence Phase 1 demolition.

Fall 2025: Present redevelopment proposals to the City Council.

Spring 2026: Secure project entitlements.

Summer 2026: Establish a development partnership.

03 Impact on the City of Corona

The expansion of economic opportunities will drive growth and development within the community. Residents will experience a higher quality of life through improved services, infrastructure, and overall living conditions.



South Mall Progress Rate:

76%

North Mall Progress Rate:

74%



Telling Our Story

Economic Development Brand Refresh

From Craft to Corporate

See why businesses big and small choose Corona.

*Be at the **Center** of it all!*

01 Elevating and enhancing marketing materials

Development of Industry Infographics, a Business Programs and Incentive Guide and more!

02 Launch "Crafted in Corona"

A campaign series focused on telling the Corona story locally and globally!

New Strategic Partnerships





A Masterclass Series

How to talk to City Hall

EDSP Milestone "How To Do Business" guide



A Virtual Series

Engaging topics and resources.



Toolkits for Success

Aimed to empower businesses with an understanding of how to navigate permits and approvals.



Shop Dine Corona Expansion

Improved resident awareness of
and support for local businesses



Restaurant Guide



Online Resources

Find a perfect...



Buy Corona

Improved business to business relationships



Good and Services Guides



“Buy local” resources for Corona businesses



Attraction Incentives Program

Expanded tools to attract and retain job creating businesses



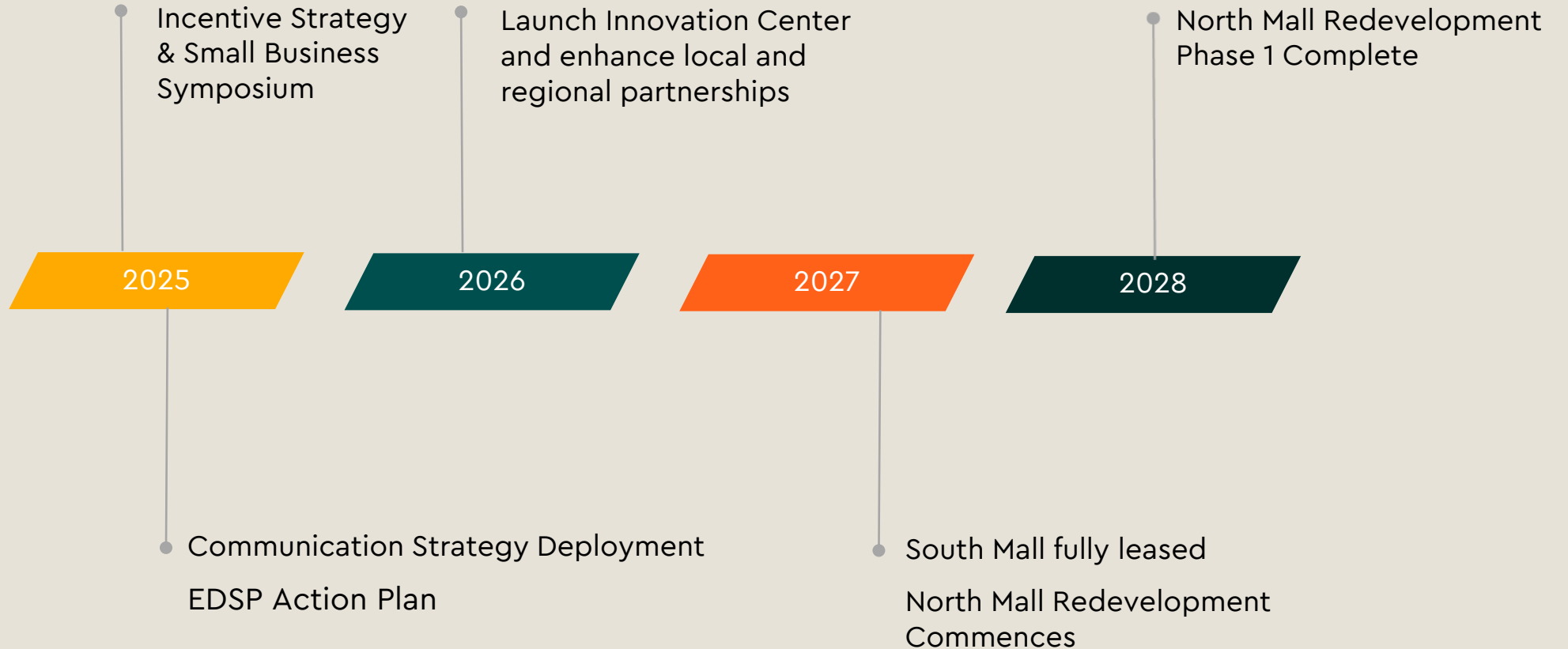
Financial Incentives



Business Support Services

The Next 4 years

What's Next





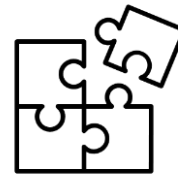
TALENT

Working together to create the talent pipeline for tomorrow.



PLACE

Developing livable and walkable spaces for the community.



INNOVATION

Enhancing partnerships for creative solutions.



Questions and Feedback



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Human Resources Department

2025-137

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

APPROVAL OF RESOLUTION 2025-020, A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CORONA ESTABLISHING ITS INTENTION TO AMEND ITS AGREEMENT WITH CALPERS

EXECUTIVE SUMMARY:

This staff report asks the City Council to adopt the resolution stating the City's intention to amend its contract between the City and the California Public Employees' Retirement System (CalPERS) to provide Fourth Level 1959 Survivor Benefits for its sworn Police employees, with employees paying for the entire additional cost, and to conduct first reading of Ordinance 3414, amending the City's CalPERS contract to provide the Fourth Level Survivor Benefit.

RECOMMENDED ACTION:

That the City Council:

- a. Adopt Resolution No. 2025-020, the intention to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the City Council of the City of Corona.
- b. Introduce, by title only, and waive full reading of consideration of Ordinance No. 3414, first reading of an ordinance authorizing an amendment to the contract

between the City Council of the City of Corona, and the Board of Administration of the California Public Employees' Retirement System.

BACKGROUND & HISTORY:

The CalPERS 1959 Survivor Benefit Program allows eligible survivors to receive a monthly allowance when CalPERS members who are not covered by Social Security pass away before retirement. There are five (5) levels to the benefit program, each varying in the dollar amount of monthly payments to survivors eligible for the benefit. Benefits are lowest for survivors at Level 1 and highest at Level 5. Currently, the City of Corona provides sworn Police employees with Level 3 survivor's benefit. Attachment 1 is a CalPERS publication summarizing the 1959 Survivor program.

ANALYSIS:

As part of the new Memoranda of Understanding (MOUs) approved with the Corona Police Employees Association (CPEA) and Corona Police Supervisors Association (CPSA) in December 2024, the City agreed to amend its contract to provide the Fourth Level Survivor benefit. CPEA and CPSA agreed to pay the full additional benefit cost through payroll deductions so that there is no new cost to the City. Shifting from the Third Level to the Fourth Level in the Survivor Benefit program will increase the monthly payments survivors will receive if a covered CalPERS member passes away before retirement.

Provision of this benefit enhancement requires an amendment to the City's CalPERS contract. The first steps in the contract amendment process are as follows:

- The public agency must adopt a Resolution of Intention to amend its CalPERS contract to include the Fourth Level Survivor Benefit. Government Code Section 7507 requires that the future annual costs or benefit change of the proposed contract amendment be made public at a public meeting at least two weeks before the adoption of the final Ordinance amending the CalPERS contract.
- The public agency must adopt an Ordinance approving the contract amendment after a waiting period of at least 20 days between the adoption of the Resolution of Intention and the adoption of the Final Ordinance.

The proposed actions on this agenda are the first steps in this process. It is recommended that the City Council adopt the Resolution of Intention and conduct the first reading of the Ordinance, amending the CalPERS contract to add the Fourth Level Survivor Benefit for CPEA and CPSA.

Next steps and timeline:

- May 5, 2025: Second Reading and Adoption of Final Ordinance
- June 6, 2025: Effective Date of Ordinance
- June 15, 2025: Effective Date of CalPERS Contract Amendment

FINANCIAL IMPACT:

The cost of this contract amendment for Fourth Level of 1959 Survivor Benefits is as follows, as identified in the actuarial variation for this plan amendment, which is attached (Attachment 4). The City’s first-year payment is zero, as noted below:

1. First-Year Employer Normal Cost	\$ 10,762
2. Five-Year Amortization of Unfunded Liability/Excess Asset Payment (fixed for 5 years)	(\$50,643)
3. First-Year Total Employer Cost	\$ 0

Costs for this benefit are pooled among the participating public agencies. As the actuarial report notes, at this time, both the Third Level pool and the Fourth Level pool have surplus funded ratios, at 472.4% funded and 103.3% funded, respectively. Going forward, the report states that *“the pool’s net cost will vary from year to year, depending on actual experience at the rate at which the existing surplus is amortized to offset ongoing employer normal costs”*.

While costs will vary over time going forward, there is no anticipated financial impact to the City’s budget associated with this action because those costs will be funded by employee contributions in accordance with the CPEA and CPSA 2025-2027 Memoranda of Understanding. As long as the provisions in these MOU remain unchanged, costs to the City for this benefit will remain at zero as employees in these groups will fund those costs through payroll deduction.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the commonsense exemption 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. The approval of this action will not result in a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: GRECIA MORALES, HUMAN RESOURCES INTERN

REVIEWED BY: LORI SASSOON, CHIEF TALENT OFFICER

ATTACHMENTS:

1. Exhibit 1 – Resolution No. 2025-020
2. Exhibit 2 – Ordinance No. 3414
3. Exhibit 3 – 1959 Survivor Handout
4. Exhibit 4 – 4th Level Survivor Benefit Valuation Jan 2025

RESOLUTION NO. 2025-020

RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL CITY OF CORONA

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change: To provide Section 21574 (Fourth Level of 1959 Survivor Benefits) for local police members.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE ABOVE AGENCY DOES HEREBY GIVE NOTICE OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN SAID PUBLIC AGENCY AND THE BOARD OF ADMINISTRATION OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO, AS AN "EXHIBIT" AND BY THIS REFERENCE MADE A PART HEREOF.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2025

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 2nd day of April, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 2nd day of April, 2025

City Clerk of the City of Corona, California

[SEAL]

ORDINANCE NO. 3414

AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE CITY OF CORONA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF CORONA, AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

WHEREAS, in December of 2024, Memoranda of Understanding were approved with the Corona Police Employees Association (CEPA) and Corona Police Supervisors Association (CPSA), and among the provisions in those MOU's was an agreement for the City to amend its contract with the California Public Employees' Retirement System (CalPERS) to provide the 1959 Fourth Level Survivor Benefit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORONA DOES ORDAIN AS FOLLOWS:

SECTION 1. That the amendment to the contract between the City Council of the City of Corona and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the City of Corona is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. The Mayor shall sign the Ordinance and the City clerk shall attest thereto and shall within 15 days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

PASSED, APPROVED AND ADOPTED this 5th day of May, 2025

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held on the 2nd day of April, 2025 and thereafter at a regular meeting held on the 5th day of May, 2025 it was duly passed and adopted

by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 5th day of May, 2025

City Clerk of the City of Corona, California

[SEAL]



EXHIBIT

**California
Public Employees' Retirement System**

AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Corona**

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective August 28, 1967, and witnessed July 19, 1967, and as amended effective July 15, 1970, December 1, 1972, July 6, 1974, January 17, 1976, January 1, 1977, August 12, 1989, December 8, 1990, May 8, 1993, June 24, 1995, February 16, 1997, December 20, 1997, July 7, 2001, June 30, 2002, December 7, 2002, October 4, 2003, June 26, 2004, June 25, 2005, February 4, 2006, September 1, 2007, June 21, 2008, June 20, 2009, September 11, 2010, and September 7, 2013. which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective September 7, 2013, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after August 28, 1967, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Removal of the exclusion of "Fire Cadets, All Hourly Rated or Hourly Basis Employees and Water Department Employees Who Elect to Continue to be Subject to the Local System," pursuant to Section 20503, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.
7. Removal of the exclusion of "Police Cadets," pursuant to Section 20503, effective October 4, 2003, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.
8. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment before and not on or after June 26, 2004, shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1976, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members in employment on or after June 26, 2004, shall be determined in accordance with Section 21354.5 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1976, termination of Social Security, for members whose service has been included in Federal Social Security (2.7% at age 55 Full and Modified).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).

13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic members only.
 - b. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance).
 - c. Section 20903 (Two Years Additional Service Credit).
 - d. Section 21024 (Military Service Credit as Public Service).
 - e. Section 20503 (To Remove the Exclusions of "Fire Cadets, All Hourly Basis Employees and Water Department Employees Who Elect to Continue to be subject to the Local System," prospectively from December 7, 2002).
 - f. Section 20503 (To Remove the Exclusion of "Police Cadets," prospectively from October 4, 2003).
 - g. Section 20434 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code Section 20434).
 - h. Section 21022 (Public Service Credit for Periods of Lay-Off).
 - i. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - j. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local police members and for service credit accumulated on and after September 7, 2013, for local miscellaneous members.
14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on January 17, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

16. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF CORONA

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

1959 Survivor Benefit Program



The 1959 Survivor Benefit provides a monthly allowance to eligible survivors of members who were covered for this benefit program and died before retirement. This benefit coverage is available by contract amendment for those members who are not covered by federal Social Security with their employer. Covered members are required to pay a monthly fee that is deducted from their salary specifically to fund the 1959 Survivor Benefit Program.

The 1959 Survivor Benefit allowance is payable in addition to any other pre-retirement death benefit paid by CalPERS, with the possible exception of the Special Death Benefit. If the 1959 Survivor Benefit is greater than the Special Death Benefit, then the difference is paid as the 1959 Survivor Benefit. Please refer to your CalPERS Member Benefit Booklet for information on the Special Death Benefit and other pre-retirement death benefits.

Upon a member's pre-retirement death, the respective employer and surviving spouse, registered domestic partner, or dependent children are encouraged to immediately contact CalPERS for assistance.

Monthly Benefit Levels

Currently, there are six different benefit levels. The applicable level depends on the contract the employer has with CalPERS. County schools members and State members are covered by Level 5.

Local members (city, county, or special district) may be covered by any of the first four levels or by the "Indexed" level, depending on their employer's contract with CalPERS.

Please refer to the following chart to determine the amounts payable under each level depending on the number of eligible survivors:

Benefit Payments

Benefit Level	One Survivor	Two Survivors	Three or More Survivors
Level 1*	\$180	\$360	\$430
Level 2*	\$225	\$450	\$538
Level 3*	\$350	\$700	\$840
Level 4	\$950	\$1,900	\$2,280
Level 5	\$750	\$1,500	\$1,800
Indexed Level	\$500**	\$1,000**	\$1,500**

* These levels are closed for new agencies or for contract amendments

** These benefit amounts increase by 2 percent each January, beginning in January 2001.

Eligible Survivors

Spouse or registered domestic partner: A surviving spouse or registered domestic partner is a person who was legally married, or in a registered domestic partnership, with the member either one year prior to the member's death, or before the occurrence of the injury or onset of illness that resulted in the member's death. A surviving spouse or registered domestic partner is entitled to the 1959 Survivor Benefit as long as they have care of an eligible child, OR are at least age 62 (age 60 at Level 4, 5, and under the Indexed Level). A surviving spouse may remarry and continue to receive their allowance.

Children: An unmarried biological or adopted child of the member or an unmarried stepchild (if the child was living with the member in a parent-child relationship) is eligible for benefits while under age 22. An unmarried child incapacitated because of a disability which began before attaining age 22 may be entitled to the benefit until the disability ends. If a child is in the care of the guardian, or is living on their own, the child's portion of the benefit is payable to the guardian or to the child directly, rather than to the surviving spouse or registered domestic partner.

Parents: A parent may be eligible if there is no surviving spouse, registered domestic partner or eligible children, and the parent(s) was dependent on the member for at least half of their financial support at the time of the member's death.

Taxability Of The Benefit

The 1959 Survivor Benefit is a taxable allowance and will be reported by CalPERS to the tax authorities each year on a Form 1099R.

Some surviving spouses and registered domestic partners are subject to a mandatory 20 percent federal withholding on all or a portion of their 1959 Survivor Benefit allowance.

If the 20 percent federal withholding applies, a spouse or registered domestic partner may avoid the withholding if they elect to have the allowance directly rolled over into an individual retirement account (IRA). A form to elect a rollover will be provided at the time benefits are payable if the payee is subject to the mandatory 20 percent withholding.

All or a portion of the allowance may be rolled over into an IRA, or else be subject to 20 percent withholding, under the following circumstances:

- The entire allowance is subject to 20 percent withholding, or may be rolled over to an IRA, if the payee is a surviving spouse, or registered domestic partner, who has care of children who will all turn age 22 in less than 10 years from the effective date of the allowance.
- A portion of the allowance is subject to 20 percent withholding, or may be rolled over to an IRA, if; 1) the payee is a surviving spouse, or registered domestic partner, who has care of at least two children, and; 2) the payee will have care of only one eligible child in less than 10 years from the effective date of the allowance.

The 20 percent withholding does not apply when a spouse, or registered domestic partner, receives the allowance at age 60 or 62.

In any case, the surviving spouse, or registered domestic partner, is encouraged to call CalPERS for answers regarding their specific tax questions.

For More Information

If you have questions or need further information about the 1959 Survivor Benefit Program, please contact your nearest CalPERS office.

CalPERS Benefit Services Division

P.O. BOX 1652 Sacramento, CA 95812-1652

(888) 225-7377

(877) 249-7442 – Telecommunications Device for the Deaf

(916) 795-3988 – Fax

CalPERS Regional Offices

For a directory of CalPERS Regional Offices, refer to the CalPERS online website at www.calpers.ca.gov.

While reading this material, remember that we are governed by the California Public Employees' Retirement Law. The statements in this handout are general. The retirement law is complex and subject to change; therefore, if there is a conflict between the law and this handout, any decisions will be based on the law.

For specific tax questions, please call your tax advisor.



California Public Employees' Retirement System

400 Q Street

Sacramento, CA 95811

www.calpers.ca.gov

Produced by the Office of Public Affairs

PERS-PUB-51

January 2024

Page 441 of 492



California Public Employees' Retirement System

Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

**City of Corona (CalPERS ID: 1307714161), Safety - Police
Amendment Actuarial Valuation Report as of June 30, 2023
Section 21574 - Fourth Level of 1959 Survivor Benefit Program for Local Members**

The table on the following page shows the change in the liabilities and costs for adopting an increase in the 1959 Survivor Benefit from the Third Level to the Fourth Level for the member category indicated above. The costs are determined using the Term Insurance Funding Method. Under this method, the accrued liability is equal to the present value of benefits to survivors currently receiving payments *and* deferred benefits payable to a spouse of a deceased member when the spouse attains age 60. The normal cost is equal to the present value of benefits for expected deaths during the upcoming year.

The assets and liabilities for public agencies in the program are pooled for each Level. When a member group contracts for Fourth Level benefits from the Third Level, the employer's unfunded liability is based on the Third Level funded ratio as of the most recently completed valuation, adjusted for the higher benefit amounts for Fourth Level survivors. The cost to the agency is the adjusted unfunded liability *plus* the Fourth Level normal cost for five years. The five-year normal cost requirement is necessary to prevent inequitable depletion of the pool's current surplus by agencies who have not contributed to the surplus. For the Fourth Level 1959 Survivor Benefit, the CalPERS Board of Administration approved a fiscal year 2024-25 employer normal cost of \$5.90 per covered active member, per month. The assets used to determine the unfunded liability are allocated in accordance with a formula based on various factors, including the member category's accrued liability and length of time in the current level pool, and the current level pool's total assets and liabilities. Agencies will be allowed to amortize this unfunded liability over a period of five years. If there are excess assets rather than an unfunded liability, the excess will be used to offset the normal cost payments to the extent possible. **Your agency's first-year payment (normal cost plus amortization of unfunded liability/excess assets) is \$0.** Payments for years two through five will be recalculated each year and will vary according to the number of covered active members and the pool's revised normal cost.

At the end of five years, the group(s) become part of the pool and the employer's cost will be the pool's net cost. Currently the Third Level pool has an employer cost of \$0.00 due to the large surplus (472.4% funded ratio). The Fourth Level pool has a modest surplus (103.3% funded ratio), and the pool's employer net cost after amortization of the surplus is \$5.80 per member, per month. Please note, however, that the pool's net cost will vary from year to year, depending on actual experience and the rate at which the existing surplus is amortized to offset ongoing employer normal costs.

Fiscal Year	Employer Premiums	
	Third Level	Fourth Level
2023-24	\$0.00	\$5.20
2024-25	\$0.00	\$5.80

Should your agency elect to proceed with this contract amendment and payments are due, annual payments will be in level dollar amounts and will not be expressed as a percentage of your covered payroll. **If payments are due, your agency will be set up on a five-year amortization payment schedule. The first invoice will be sent in June, and your first payment is due within 30 days.**

The valuation has been performed in accordance with standards of practice prescribed by the Actuarial Standards Board, and the assumptions and methods are internally consistent and reasonable for this plan, as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law. The valuation has been prepared in accordance with generally accepted actuarial practice.

This cost analysis expires July 1, 2025. A Resolution of Intention approved by the agency governing body to amend the contract must be received by this office on or before July 1, 2025 and the amendment effective date must be before July 1, 2025. If either of these two conditions is not met, an updated cost analysis is required to amend the contract.

To complete the contract amendment process based on the enclosed analysis, you must do the following:

- Follow the Contract Amendment Request process on myCalPERS and work with our Retirement Contract Services Unit.
- Complete the adopted resolution and return to CalPERS on or before July 1, 2025. Adoption of the Final Resolution by this date is not required.

If you have questions about the cost analysis, please call (888) CalPERS (225-7377). Please ask to speak to a contract analyst for questions about the timing of the contract amendment. Please ask to speak to me for questions about this cost analysis.



Kurt Schneider, MPA, ASA, EA, MAAA
Supervising Actuary, CalPERS

Impact of Amendment

The table below shows the impact of an amendment to the Fourth Level 1959 Survivor Benefit for the specified member category.

		Pre-Amendment	Change Due to Plan Amendment	Post-Amendment
	Benefit Level	Third		Fourth
	Survivor with 2 or More Eligible Children	\$840		\$2,280
	Survivor with One Eligible Child	\$700		\$1,900
	Survivor 62 or Older, One Eligible Child, or Eligible Dependent Parent	\$350		\$950
1.	Number of Current Survivors	3	-	3
2.	Accrued Liability	\$115,580	\$214,118	\$329,698
3.	Plan's Market Value of Assets ⁽¹⁾	\$545,332		\$545,332
4.	Unfunded Liability / (Excess Assets) (2) – (3)	(\$429,752)	\$214,118	(\$215,634)
5.	Unfunded Liability / (Excess Assets) projected forward to June 30, 2025	(\$487,067)	\$264,109	(\$222,958)
6.	Pool's Funded Ratio ⁽²⁾	472.4%		N/A
7.	Total Employer Normal Cost, Per Member, Per Month	\$ 0.80	\$ 5.10	\$ 5.90
8.	Number of Members	152	-	152
9.	First-Year Employer Normal Cost (7) x (8) x 12	N/A		\$10,762
10.	Five-Year Amortization of Unfunded Liability / (Excess Assets)	N/A		(\$50,643)
11.	First-Year Total Employer Cost (9) + (10), not less than zero	N/A		\$0
12.	Member Monthly Premium	\$ 2.00	-	\$ 2.00

(1) Assets are allocated as a share of the pool's assets.

(2) The funded ratio for the current pool as of the most recently completed valuation.



STAFF REPORT

DATE: 04/02/2025
TO: Honorable Mayor and City Council Members
FROM: Planning and Development Department

2025-121

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

CONDITIONAL USE PERMIT 2023-0015 FOR THE ESTABLISHMENT OF A RELIGIOUS FACILITY (MOSQUE) WITHIN AN EXISTING 4,330 SQUARE-FOOT RESIDENTIAL DWELLING, ON 1.37 ACRES LOCATED AT 2460 SOUTH MAIN STREET IN THE R-1-8.4, SINGLE FAMILY RESIDENTIAL, ZONE (APPLICANT: ALI RAZA RIZVI, SAJJADIA ISLAMIC SOCIETY)

EXECUTIVE SUMMARY:

This staff report asks the City Council to affirm the decision by the Planning and Housing Commission in granting Conditional Use Permit 2023-0015 (CUP2023-0015) for the establishment of a religious facility on 1.37 acres within an existing residential dwelling. The dwelling is 4,330 square feet and the interior of the structure will be converted to support prayer services, religious teachings, and an administrative office. The exterior of the property will be improved with a parking lot and landscaping. The R-1-8.4 zone is intended for single family residential, but allows religious facilities by a conditional use permit, which is the reason for CUP2023-0015.

RECOMMENDED ACTION:

That the City Council:

- a. Take no action, thereby affirming the Planning and Housing Commission's action granting CUP2023-0015, based on the finding contained in the staff report and conditions of approval.

OR

- b. Set the item for review at a subsequent meeting.

BACKGROUND & HISTORY:

The applicant and current owner of the property is the Sajjadia Islamic Society, an organization that provides religious learning programs and a prayer hall for the Shia Islamic community. The Society is currently operating within the Corona North Mall at 425 Corona Mall. The applicant purchased the property at 2460 S. Main Street with the intent of relocating, establishing and operating a mosque. As with other various religious organizations in the City, the Sajjadia Islamic Society would operate the new facility and learning center with its own specific prayer times.

According to Section 17.92.040(B), religious facilities may be permitted by CUP only if the use is located on a site with primary access and at least one frontage on a major, secondary or fully improved collector street. Main Street is a four-lane, Major Arterial.

ANALYSIS:

Site Plan

The property is bordered by single family residential dwellings to the north and west, a church to the south, Nanner’s Way (street) to the northwest, and Main Street to the east. The existing dwelling and an attached two-car garage are centrally located on the property. Two driveways are located at the property’s east perimeter which provides vehicular access from Main Street. A third driveway is located at the northwest perimeter which provides access from Nanners Way.

No expansion is proposed to the existing building. However, new paved parking spaces with associated drive aisles and landscaping are proposed around the building. The perimeter of the property will be fenced and the new parking lot will be gated.

To facilitate the capture and infiltration of surface runoff, a landscaped bioretention basin is proposed on the northeastern corner of the project site. Minimal grading is proposed and will be limited to leveling the site for the parking lot and providing proper onsite drainage patterns.

Pursuant to the R-1-8.4 zone, the project site requires a 25-foot front-yard building setback, a side yard setback of five feet on one side and 10 feet on the other side, and when adjacent to a street, a 15-foot rear-yard building setback. Per the CMC, when a lot abuts more than one street, the lot’s front yard is considered the narrowest portion abutting the street. As the narrowest portion of the project site fronts Nanners Way, this area is considered the front yard for the purpose of determining the front yard setback area, which makes the portion of the property that abuts Main Street the rear setback area. The existing structure meets the setback requirement of the R-1-8.4 zone.

Elevations

The conversion of the existing single story residential dwelling to its new use as a mosque will include minimal exterior alterations. At the building's east elevation, one existing window will be demolished, and a new door will be added, coupled with the removal of gates (located forward of the building's entryway). The building's existing stucco surfacing, earthtone-colored concrete roof tiles, and general form (gabled roofs, single-story, etc.) will be unchanged.

Operation

The interior of the new mosque will include two prayer halls totaling 1,675 SF, two reading rooms totaling 495 SF, a breakroom totaling 232 SF, and three restrooms totaling 443 SF. The remaining area consists of a two-car garage (for use by staff), various hallways and storage. New ramps are proposed on the west and east sides of the building that provide pedestrian access from the exterior to the prayer halls. The overall building footprint will be unchanged.

Prayers will be conducted inside the building five times daily, from sunrise to sunset. While the timing of prayer sessions will vary by time of the year/season (primarily occurring daily at sunrise and sunset), the applicant has provided the current prayer times, shown in Table 1.

Table 1: Prayer Times

Day of the Week	Prayer Time
Morning Prayer	5:07 AM
Noon Prayer	12:02 PM
Afternoon Prayer	3:20 PM
Sunset Prayer	5:49 PM
Evening Prayer	6:57 PM

From Saturday through Thursday, the applicant anticipates approximately zero to 10 people in attendance during specified prayer times, with larger gatherings on Friday afternoons and Sunday mornings where the average occupancy inside the building is expected to be between 50 to 75 individuals. Approximately 75 percent of the individuals will be adults, aged 18 and above; 20 percent will be children, aged 12 to 17; and the remaining five percent will be young children under the age of 5 years.

Access And On-Site Circulation

Patrons of the mosque will use the property's two existing driveways from Main Street. Driveways will be modified to meet current city standards but maintained in their current locations. The northerly driveway is proposed as the site's primary entrance and will allow for vehicles traveling southbound on Main Street to make right turns into the site. Northbound vehicles on Main Street are restricted from making left turns into the site due to an existing raised concrete center median located on Main Street. The southerly driveway is proposed as an exit-only driveway, and vehicles are limited to right turns onto Main Street due to the existing center median on Main Street.

Nanners Way is a local street and the driveway from this street is currently closed off by existing gates. The driveway from Nanners Way will remain gated during all hours of use

on the project site, and only available for use as secondary access for emergency vehicles. As such, the mosque meets the city’s siting criteria for religious facilities as the project site will have primary access from a major arterial street and will not have daily access from streets used by residential neighborhoods.

The parking lot entrance will be gated by an electric automatic gate that is offset from the site’s northerly driveway. As shown on the site plan, this driveway can accommodate the queuing of up to three vehicles from the onsite gate. The gates will remain open when the mosque has prayer services or other religious gatherings. When there are no events, the gates will remain closed. The applicant has agreed, and as required as a condition of approval added by the Planning and Housing Commission, to provide through-access from the on-site drive lane extending from the northerly driveway to the project site’s back drive aisle to allow left turns. This is to allow vehicles to circulate further into the site should any potential stacking occur from the northerly driveway.

No public improvements are required within the right-of-way, as the segments of Main Street and Nanners Way adjacent to the project site are fully developed according to the ultimate right-of-way widths for both streets, including curb and gutter, sidewalk and parkway.

Traffic Trip Generation

Because the mosque will spread out its prayer five times throughout the day, the use is not expected to exceed 50 trips during peak hours. The largest occupancy is expected on Friday afternoon, when approximately between 50 to 75 individuals (including children) would be in attendance. The City’s Traffic Division evaluated the number of p.m. peak hour trips expected on Friday and concluded that the project would result in 18 peak hour trips within one hour between 4:00 p.m. and 6:00 p.m. Also, the use of the mosque on Sunday would be outside of peak traffic times. As such, the proposed mosque is not expected to create traffic impacts on Main Street or other surrounding roadways.

Parking

Per CMC Section 17.76.030, a religious facility is required to have at least one parking space for every 25 square feet of assembly area for the prayer hall. Like other religious facilities, the required parking is based on the floor area used for prayer services, which is the most conservative parking ratio at any given time. Since other uses within the building are during opposite times of the prayer services, the parking spaces normally used for the prayer services are shared with the other uses in the structure.

The mosque requires 67 parking spaces, with 68 parking spaces proposed. The project’s parking compliance is summarized below in Table 2.

Table 2: Parking Requirement

Use	Square Footage	Parking Requirement	Parking Required	Parking Provided
Prayer Hall	1,675 SF	1 space/25 SF	67 spaces	68 spaces
Men’s Reading Room*	213 SF	--	--	--

Ladies Room*	Reading	282 SF	--	--	--
Breakroom*		232 SF	--	--	--
Office*		99 SF	--	--	--
*Uses the opposite time of prayer services.					

Walls and Fences

A total of 258 linear feet of new wrought-iron fencing and two metal gates, standing a maximum of six feet in height, are proposed along the easterly perimeter of the property. An existing block wall along the north property line, chain-link fencing on the south property line, and a block wall along the west property lines would remain.

Landscaping

Landscaping will be provided throughout the site, including around the perimeter, throughout the parking lot, and within a bioretention basin proposed at the lot’s northerly extent. In total, the site will have approximately 19,000 SF of landscaping, including 9,076 SF within the bioretention basin.

FINANCIAL IMPACT:

The applicant paid the application processing fees of \$3,874 to cover the cost of the Conditional Use Permit.

ENVIRONMENTAL ANALYSIS:

Per Section 15301 (Class 1 – Existing Facilities) of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.21 of the City’s Local CEQA Guidelines, a Notice of Exemption has been prepared for the project because the project qualifies as a Class 1 (Existing Facilities) categorical exemption. The project involves minor exterior alterations on a site that is 1.37 acres and interior improvements to the inside of an existing building.

PLANNING AND HOUSING COMMISSION ACTION:

At its meeting on March 10, 2025, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Vernon/Alexander) and carried, with Commissioner Siqueland absent, that the Planning and Housing Commission find the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 – Existing Facilities), adopt Resolution No. 2661 granting CUP2023-0015, based on the findings contained in the staff report, the conditions of approval and the added conditions of approval. The minutes of the Planning and Housing Commission meeting are included as Exhibit 4.

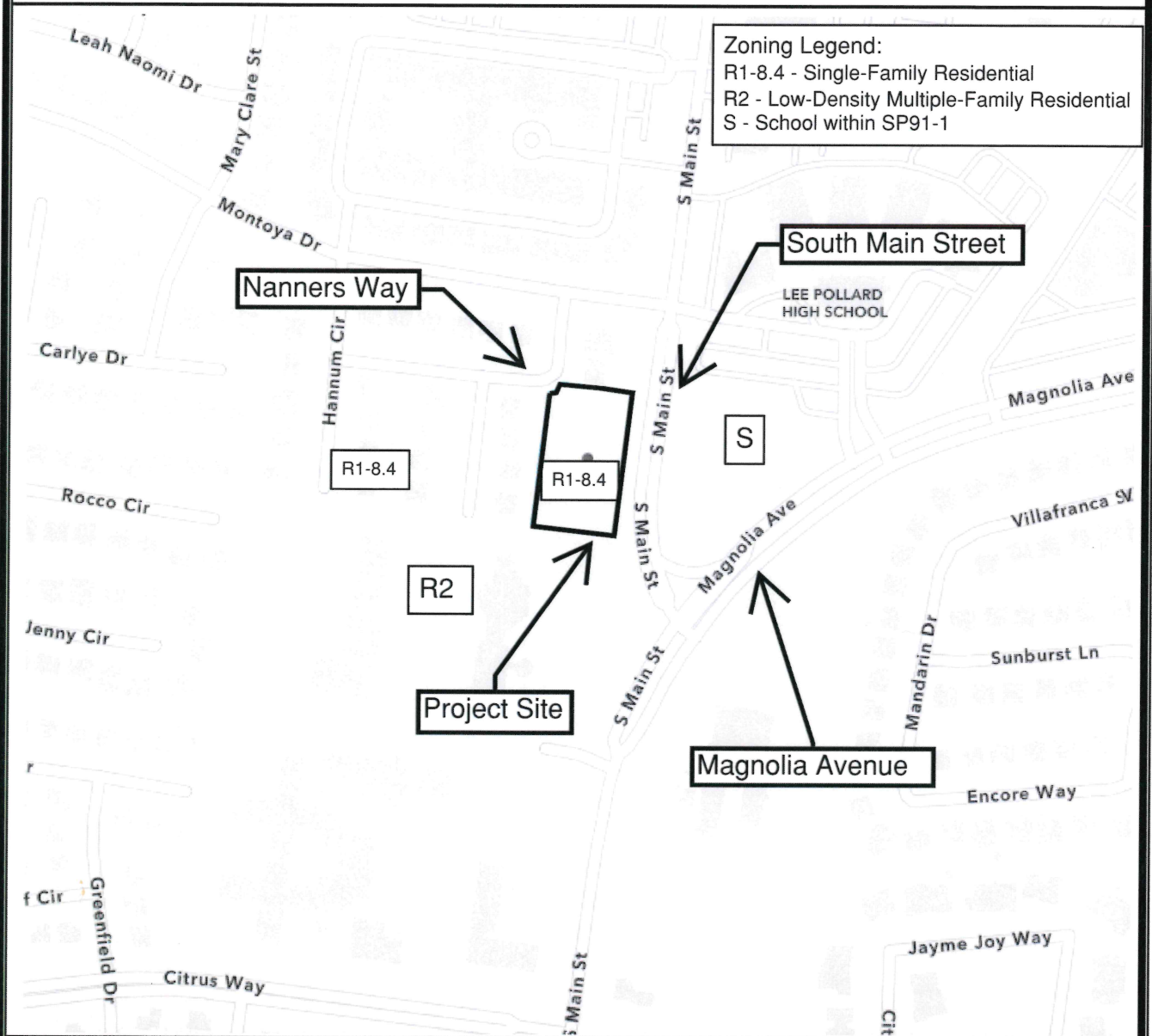
PREPARED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Locational and zoning map

2. Exhibit 2 – Site plan for Conditional Use Permit 2023-0015
3. Exhibit 3 – Planning and Housing Commission staff report
4. Exhibit 4 – Draft minutes of the Planning and Housing Commission meeting of March 10, 2025

LOCATIONAL MAP



CUP2023-0015
2460 SOUTH
MAIN STREET

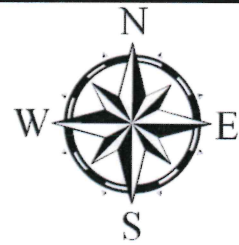
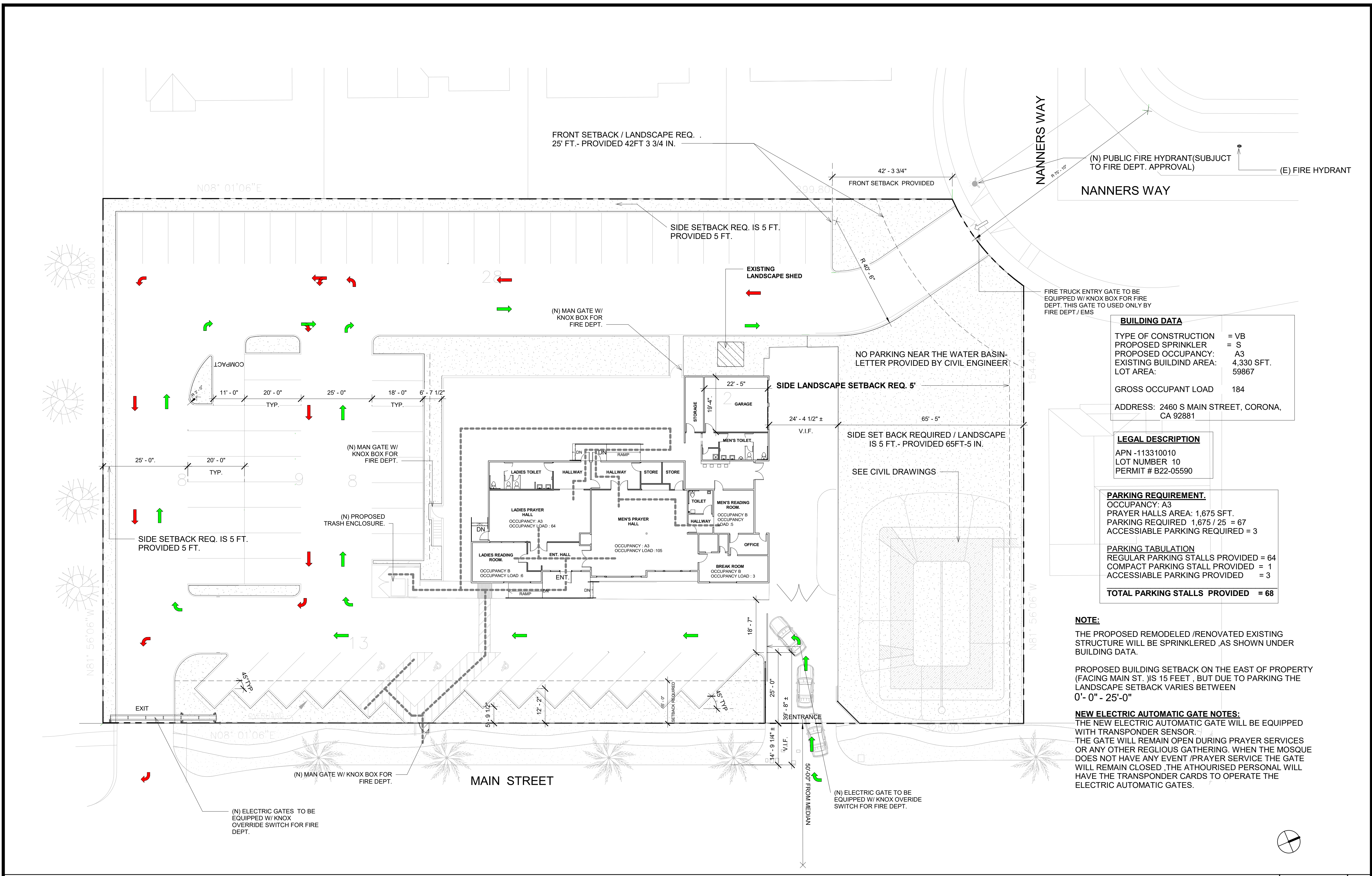


EXHIBIT 1



BUILDING DATA

TYPE OF CONSTRUCTION	= VB
PROPOSED SPRINKLER	= S
PROPOSED OCCUPANCY:	A3
EXISTING BUILDING AREA:	4,330 SFT.
LOT AREA:	59867
GROSS OCCUPANT LOAD	184
ADDRESS:	2460 S MAIN STREET, CORONA, CA 92881

LEGAL DESCRIPTION

APN -113310010
LOT NUMBER 10
PERMIT # B22-05590

PARKING REQUIREMENT

OCCUPANCY: A3
PRAYER HALLS AREA: 1,675 SFT.
PARKING REQUIRED 1,675 / 25 = 67
ACCESSIBLE PARKING REQUIRED = 3

PARKING TABULATION

REGULAR PARKING STALLS PROVIDED = 64
COMPACT PARKING STALL PROVIDED = 1
ACCESSIBLE PARKING PROVIDED = 3
TOTAL PARKING STALLS PROVIDED = 68

NOTE:
 THE PROPOSED REMODELED /RENOVATED EXISTING STRUCTURE WILL BE SPRINKLERED AS SHOWN UNDER BUILDING DATA.
 PROPOSED BUILDING SETBACK ON THE EAST OF PROPERTY (FACING MAIN ST.) IS 15 FEET, BUT DUE TO PARKING THE LANDSCAPE SETBACK VARIES BETWEEN 0'-0" - 25'-0"
NEW ELECTRIC AUTOMATIC GATE NOTES:
 THE NEW ELECTRIC AUTOMATIC GATE WILL BE EQUIPPED WITH TRANSPONDER SENSOR.
 THE GATE WILL REMAIN OPEN DURING PRAYER SERVICES OR ANY OTHER RELIGIOUS GATHERING. WHEN THE MOSQUE DOES NOT HAVE ANY EVENT /PRAYER SERVICE THE GATE WILL REMAIN CLOSED. THE AUTHORIZED PERSONAL WILL HAVE THE TRANSPONDER CARDS TO OPERATE THE ELECTRIC AUTOMATIC GATES.

OWNER: SAJJADIA ISLAMIC SOCIETY
PROJECT NAME: MOSQUE AT CORONA
PROJECT ADDRESS: 2460 S MAIN STREET, CORONA CA 92882

REVISIONS:

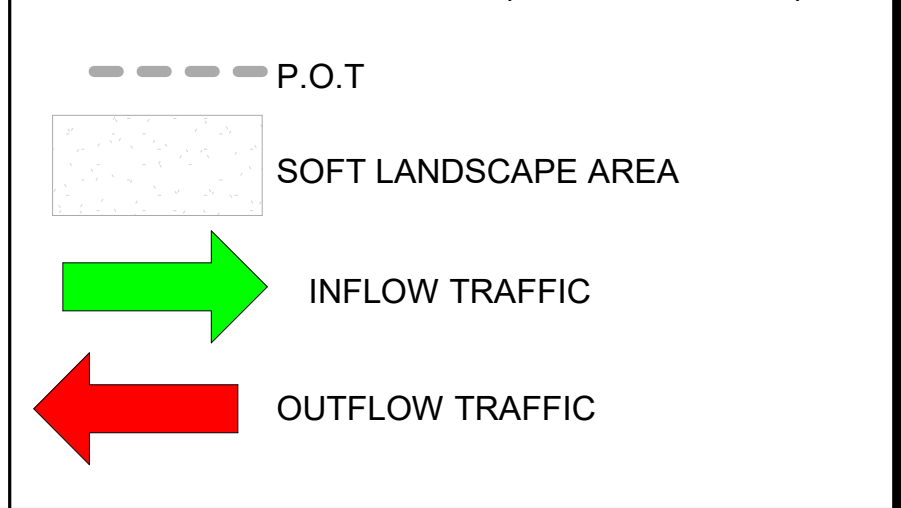
DESCRIPTION	DATE

DATE ISSUED: 03-08-2024
 PROJECT NO: 2023-927
 SCALE: As indicated

SHEET NUMBER: **A002**
 SHEET TITLE:

REVISED SITEPLAN - ACCESS SCALE 1/16" = 1'-0" 1

	REQUIRED	PROVIDED	REMARKS
FRONT - NORTH OF PROPERTY	25'-0"	42'- 3.75"	
SIDE - NORTH WEST OF PROPERTY	5'-0"	65'- 5"	
SIDE - WEST OF PROPERTY	5'-0"	5'- 0"	
SIDE - SOUTH OF PROPERTY	5'-0"	5'- 0"	
BACK - EAST OF PROPERTY	15'-0"	0'- 0" - 25'-0"	VARIES



WASEEM RASHEED DESIGN
 waseemrasheed@hotmail.com Tel:951-283-5179

EXHIBIT 2



STAFF REPORT

DATE: 03/10/2025
TO: Honorable Chair and Commissioners
FROM: Planning and Development Department

2025-100

APPLICATION REQUEST:

CUP2023-0015: Conditional Use Permit for the establishment of a religious facility (mosque) within an existing 4,330 square-foot residential dwelling, on a 1.37-acre property located at 2460 South Main Street. (Applicant: Ali Raza Rizvi representing the Sajjadia Islamic Society Inc., 8685 Orchard Park Drive, Riverside, CA 92508)

RECOMMENDED ACTION:

That the Planning and Housing Commission find the project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, and adopt Resolution No. 2661 GRANTING CUP2023-0015, based on the findings contained in the staff report and conditions of approval.

PROJECT SITE SUMMARY:

Area of Property: 1.37 Acres

Existing Zoning: Single Family Residential Zone (R-1-8.4)

Existing General Plan: Medium Density Residential (MDR)

Existing Land Use: Residential

Proposed Land Use: Religious Facility

Surrounding Zoning/Land Uses:

N: R-1-8.4 / Residential

E: S (School) / School

S: R-2 (Low Density Multiple Family Residential) / Religious Facility

W: R-1-8.4 / Residential

BACKGROUND

Conditional Use Permit CUP2023-0015 is a request to allow for the establishment of a new mosque (religious facility) within an existing, vacant single-family dwelling. The dwelling would be remodeled to accommodate the proposed use, and the broader property will be improved with a new surface parking lot and landscaping. The project site is located at 2460 South Main Street and zoned R-1-8.4 (Single-Family Residential Zone). Pursuant to Section 17.92.040 of the Corona Municipal Code (CMC), religious facilities (including churches, mosques and the like) are a permitted use within all residentially zoned parcels with approval of a Conditional Use Permit (CUP).

The applicant and current owner of the property is the Sajjadia Islamic Society, an organization that provides religious learning programs and a prayer hall for the Shia Islamic community. The Society is currently operating within the Corona North Mall at 425 Corona Mall and is seeking to relocate after the property was recently acquired by the City of Corona for redevelopment. The applicant purchased the project site with the intent of relocating, establishing and operating a mosque. As with other various religious organizations in the city, the Sajjadia Islamic Society would operate the new facility with its own specific prayer times and learning center.

The project was initially reviewed by city staff at the Development Plan Review (DPR) Committee meeting held on October 14, 2021. The applicant formally submitted the CUP application on May 15, 2023, and the application was reviewed by staff at the Project and Environmental Review Committee (PRC) meeting held on June 8, 2023. In response to staff's comments, the applicant revised the plans, with the application ultimately deemed complete on February 4, 2025 and scheduled for the March 10, 2025 Planning and Housing Commission.

PROJECT DESCRIPTION

CUP2023-0015 is a request to establish a mosque within an existing 4,330 square-foot (SF) residential dwelling, to be remodeled to accommodate the new use. The repurposing of the existing structure would also include the construction of a new surface parking lot, trash facilities, landscaping, property-line fencing and gates. The following sections discuss the project's site plan, hours of operation, access, onsite circulation and other features.

Site Plan

The property is bordered by single family residential dwellings to the north and west, a church to the south, Nanner's Way (street) to the northwest, and Main Street to the east. The existing buildings and an attached two-car garage are centrally located on the property. Two driveways are located at the property's east perimeter which provides vehicular access from Main Street. A third driveway is located at the northwest perimeter which provides access from Nanners Way. No expansion is proposed to the existing building. However, new paved parking spaces with associated drive aisles and landscaping are proposed around the building. The perimeter of the property will be fenced and the new parking lot will be gated.

A new trash enclosure is proposed to the southeast of the building and is conditioned to comply with the City’s trash enclosure standards, including surface materials and coloring to match that of the new mosque.

To facilitate the capture and infiltration of surface runoff, a landscaped bioretention basin is proposed on the northeastern corner of the project site; and, minimal grading is proposed and will be limited to leveling out the site for the parking lot and providing proper onsite drainage patterns (Exhibit 3 – Project Plans).

Pursuant to the property’s R-1-8.4 Zoning, the project site requires a 25-foot front-yard building setback, a side yard setback of five feet on one side and 10 feet on the other side, and when adjacent to a street, a 15-foot rear-yard building setback. Per the CMC, when a lot abuts more than one street, the lot’s front yard is considered the narrowest portion abutting the street. As the narrowest portion of the project site fronts Nanners Way, this area is considered the front yard for the purpose of determining the front yard setback area, which makes the portion of the property that abuts Main Street the rear setback area. As shown on the site plan, the mosque meets the setback requirements which are summarized in Table 1 below.

Table 1: R-1-8.4 Setback Requirements

Setback Location	R-1-8.4 Zone Minimum Setback	Complies With Zoning Setback Requirement?
Front (Nanners Way)	25 ft	Yes
Side (West and North lot lines)	5 ft on one side and 10 ft on the other side	Yes
Rear (Main Street)	15 ft, when abutting a street	Yes

Floor Plan and Operations

The interior of the new mosque includes two prayer halls totaling 1,675 SF, two reading rooms totaling 495 SF, and three restrooms totaling 443 SF. The remaining area consists of a two-car garage (for use by mosque staff), a break room, various hallways and storage. New ramps are proposed on the west and east sides of the building that provide pedestrian access from the exterior to the prayer halls. As stated, while the interior of the building will be completely remodeled to accommodate the proposed use, the overall footprint will be unchanged.

Prayers will be conducted inside the building five times daily, from sunrise to sunset. While the timing of prayer sessions will vary by time of the year/season (primarily occurring daily at sunrise and sunset), the applicant has provided staff their current prayer times, shown in Table 2.

Table 2: Prayer Times

Day of the Week	Prayer Time
Morning Prayer	5:07 AM
Noon Prayer	12:02 PM
Afternoon Prayer	3:20 PM
Sunset Prayer	5:49 PM
Evening Prayer	6:57 PM

From Saturday through Thursday, the applicant anticipates approximately zero to 10 people in attendance during specified prayer times, with larger gatherings on Friday afternoons and Sunday mornings where the average occupancy inside the building is expected to be between 50 to 75 individuals. Approximately 75 percent of the individuals will be adults, aged 18 and above; 20 percent will be children, aged 12 to 17; and the remaining five percent will be young children under the age of 5 years.

Elevations

The conversion of the existing residential dwelling to its new use as a mosque will include minimal exterior alterations. At the building’s east elevation, one existing window will be demolished and relocated for placement of a new door, coupled with removal of gates (located forward of the building’s entryway); and at the north elevation, existing garage doors will be replaced. The building’s existing stucco surfacing, earthtone-colored concrete roof tiles, and general form (gabled roofs, single-story, etc.) will be unchanged. Overall height is proposed as 17 feet, six inches, less than the 25-foot building limit prescribed by the property’s zoning. Elevations for the proposed religious facility are attached as Exhibit 3.

Access And On-Site Circulation

Patrons of the mosque will use the property’s two existing driveways from Main Street. According to Section 17.92.040(B), religious facilities may be permitted by CUP only if the use is located on a site with primary access and at least one frontage on a major, secondary or fully improved collector street. Main Street is a four-lane, Major Arterial. Driveways will be modified to meet current city standards but maintained in their current locations. The northerly driveway is proposed as the site’s primary entrance and will allow for vehicles traveling southbound on Main Street to make right turns into the site. Northbound vehicles on Main Street are restricted from making left turns into the site due to an existing raised concrete center median located on Main Street. The southerly driveway is proposed as an exit-only driveway, and vehicles are limited to right turns onto Main Street due to the existing center median on Main Street.

The parking lot entrance will be gated by an electric automatic gate that is offset from the site’s northerly driveway. As shown on the site plan, this driveway can accommodate the queueing of up to three vehicles from the onsite gate. The gates will remain open when the

mosque has prayer services or other religious gatherings. When there are no events, the gates will remain closed.

Nanners Way is a local street and the driveway from this street is currently closed off by existing gates. The driveway from Nanners Way will remain gated during all hours of use on the project site, only available for use as secondary access for emergency vehicles.

Onsite circulation is comprised of one-way and two-way drive aisles which provide vehicular access from the project entrance to the parking spaces. The onsite circulation has been reviewed by city departments, including the Fire Department, for compliance with the applicable codes and requirements.

No public improvements are required within the right-of-way, as the segments of Main Street and Nanners Way adjacent to the project site are fully developed according to the ultimate right-of-way widths for both streets, including curb and gutter, sidewalk and parkway.

Traffic Trip Generation

Because the mosque will spread out its prayer five times throughout the day, the use is not expected to exceed 50 trips during peak hours. The largest occupancy is expected on Friday afternoon, when approximately between 50 to 75 individuals (including children) would be in attendance. The city’s Traffic Division evaluated the number of p.m. peak hour trips expected on Friday and concluded that the project would result in 18 peak hour trips within one hour between 4:00 p.m. and 6:00 p.m. Also, the use of the mosque on Sunday would be outside of peak traffic times. As such, the proposed mosque is not expected to create traffic impacts on Main Street or other surrounding roadways.

Parking

Per CMC Section 17.76.030, a religious facility is required to have at least one parking space for every 25 SF of assembly area. Based on the total size of the mosque’s assembly areas (i.e., prayer halls), the mosque requires 67 parking spaces, with 68 parking spaces proposed. The project’s parking compliance is summarized below in Table 3.

Table 3: Parking Requirement

Use	Gross DF	Assembly/Prayer Hall SF	Parking Requirement	Parking Required	Parking Provided
Church/Religious Facility	4,330 SF	1,675 SF	1 space/25 SF of assembly area	67 spaces	68 spaces

Walls and Fences

A total of 258 linear feet of new wrought-iron fencing and two metal gates, standing a maximum of six feet in height, are proposed along the easterly perimeter of the property. An existing block wall along the north property line, chain-link fencing on the south property line, and a block wall along the west property lines would remain.

Landscaping

Landscaping will be provided throughout the site, including around the perimeter, throughout the parking lot, and within a bioretention basin proposed at the lot's northerly extent. In total, the site will have approximately 19,000 SF of landscaping, including 9,076 SF within the bioretention basin. While the applicant's letter (attached as Exhibit 5) states that grass, various shrubs, and mulch will be installed, CMC Chapter 17.70 prohibits the use of live turf (grass) except in areas dedicated for recreational or functional needs such as the bioretention basin, and accordingly a condition of approval has been added to require the applicant to install other acceptable landscape materials such as groundcover or shrubs in lieu of live turf.

The CMC also requires parking rows to have half-diamond-shaped landscape planters spaced every six parking spaces (to allow for the planting of shade trees) and sized a minimum of five feet in width. The project has been conditioned to include the half-diamond planters as well as new shrubs at the easterly (rear) property line along the west perimeter (the latter to shield traffic traveling on South Main Street from the adjacent parking lot headlights).

ENVIRONMENTAL ANALYSIS:

Per Section 15301 (Class 1 – Existing Facilities) of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.21 of the City's Local CEQA Guidelines, a Notice of Exemption has been prepared for the project because the project qualifies as a Class 1 (Existing Facilities) categorical exemption. The project involves minor exterior alterations on a site that is 1.37 acres and interior improvements to the inside of an existing building. A Notice of Exemption has been prepared and is attached herein as Exhibit 9.

FISCAL IMPACT

The applicant has paid the applicable application processing fees for the project.

PUBLIC NOTICE AND COMMENTS

A 10-day public notice was mailed to all property owners within a 500-foot radius of the project site, advertised in the Sentinel Weekly News and posted at the project site.

As of the writing of this report, one item of correspondence has been received from the public and is included herein as Exhibit 8.

STAFF ANALYSIS

Conditional Use Permit CUP2023-0015 is a request to allow for the conversion of an existing single-family dwelling into a new religious facility (mosque), a permitted use within all residential zones with approval of a conditional use permit. In compliance with development standards enumerated within the R1-8.4 Zone, the project site can accommodate a new parking lot, trash enclosure, bioretention basin, interior remodel, and exterior façade enhancements. The operation of the mosque will be entirely contained inside the remodeled building and traffic is expected to be minimal during most prayer service times and spread throughout the day. No vehicular access will occur from Nanners Way, and Main Street is capable of supporting the traffic from the mosque, even during highest occupancy on Friday evenings and Sunday mornings.

The mosque meets the city's siting criteria for religious facilities as the project site will have primary access from a major arterial street and will not have daily access from streets used by residential neighborhoods. Following the remodel of the residential dwelling, the architecture would still represent the appearance and scale of the existing building, and the religious facility would support Corona's growing Muslim community. Based on the analysis herein, the Planning and Development Department accordingly recommends that the Planning and Housing Commission approve CUP2023-0015, based on the findings below and the recommended conditions of approval attached as Exhibit 6.

FINDINGS OF APPROVAL FOR CUP2023-0015

1. A preliminary environmental assessment has been conducted by the City of Corona and determined that the project does not require further environmental assessment as it qualifies for a Class 1 Categorical Exemption per Section 15301 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.28 of the City's Local CEQA Guidelines. According to the State Guidelines, Class 1 categorical exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. The project consists of interior alterations, minor exterior changes to an existing structure, and the use will be contained entirely inside the building. Therefore, there is no possibility that the project will have a significant effect on the environment.
2. All the conditions necessary for granting a Conditional Use Permit as set forth in Section 17.92.110 of the Corona Municipal Code do exist in reference to CUP2023-0015 for the following reasons:
 - a. *CUP2023-0015 will not be detrimental to the public health, safety, convenience and general welfare, because the project site is capable of accommodating the onsite improvements associated with the religious facility. The project includes compliant onsite parking, with primary vehicular access provided from South Main Street and emergency access from Nanners*

Way. Furthermore, the proposed scope of work has been reviewed by the Fire, Public Works, Police and Planning and Development Department, including therein, the Planning, Development Services and Building Divisions, and found to be in compliance with applicable development standards in the Corona Municipal Code.

- b. CUP2023-0015 will not be detrimental to other existing and permitted uses in the area because the proposed use complies with the siting criteria in Section 17.92.040(B) of the CMC for religious facilities and the site plan demonstrates that parking, landscaping, water quality facilities, and trash facilities can be provided on the project site.*
 - c. The project is subject to the Conditions of Approval enumerated in Exhibit 6, which are necessary and desirable for the purpose of protecting public health, safety, convenience, and general welfare of the public, in accordance with the intent and purpose of the City's zoning regulations.*
3. The proposal is consistent with the General Plan for the following reasons:
- a. CUP2023-0015 is consistent with Land Use Element Goal LU-8: Assure the integrity, quality, and livability of Corona's existing residential neighborhoods, preserving those elements that give them character, cohesion, and quality of life. CUP2023-0015 furthers this goal by allowing for the development of a religious facility that is compatible with the surrounding land uses to assure the quality and livability of Corona's existing neighborhoods within the City.*
 - b. CUP2023-0015 is consistent with Land Use Element Policy LU-8.5: Promote development and enhancement of places that serve as the focal point of identity and activity in neighborhoods through the integration and, where feasible, consolidation of parks, schools, community facilities, religious facilities, and similar uses. CUP2023-0015 is consistent with this policy because it allows for the development of a religious facility that will serve as a focal point of identity and activity to the surrounding neighborhood and community.*

PREPARED BY: BRENDAN DALDE, ASSISTANT PLANNER

REVIEWED BY: EVAN LANGAN, AICP, SENIOR PLANNER

REVIEWED BY: SANDRA VANIAN, PLANNING MANAGER

SUBMITTED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

Exhibits:

1. Resolution No. 2661
2. Locational and Zoning Map
3. Project Plans (Site Plan, Floor Plan, Elevations)
4. Wall and Fence Plan
5. Conceptual Grading and Utility Plan
6. Conditions of Approval
7. Applicant's letter, dated February 24, 2025
8. Public Correspondence
9. Environmental Documentation

Case Planner: Brendan Dalde (951) 736-2262



RESOLUTION NO. 2661

APPLICATION NUMBER: CUP2023-0015

A RESOLUTION OF THE PLANNING AND HOUSING COMMISSION OF THE CITY OF CORONA, CALIFORNIA, GRANTING A CONDITIONAL USE PERMIT FOR THE ESTABLISHMENT OF A RELIGIOUS FACILITY (MOSQUE) WITHIN AN EXISTING 4,330 SQUARE-FOOT RESIDENTIAL DWELLING, ON A 1.37-ACRE PROPERTY, LOCATED AT 2460 SOUTH MAIN STREET. (APPLICANT: ALI RAZA RIZVI REPRESENTING THE SAJJADIA ISLAMIC SOCIETY INC.)

WHEREAS, the application to the City of Corona, California, for a Conditional Use Permit under the provisions of Chapter 17.92 in the Corona Municipal Code, has been duly submitted to said City's Planning and Housing Commission for the establishment of a religious facility (mosque) within an existing 4,330 square-foot residential dwelling, on a 1.37-acre property, located at 2460 South Main Street; and

WHEREAS, the Planning and Housing Commission held a noticed public hearing for CUP2023-0015 on March 10, 2025, as required by law; and

WHEREAS, the Planning and Housing Commission finds that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines and Section 3.28 of the City of Corona Local Guidelines for Implementing CEQA because there is no possibility that the activity may have a significant effect on the environment; and

WHEREAS, after close of said hearing, the Commission by formal action, found that all the conditions necessary to granting the Conditional Use Permit as set forth in Corona Municipal Code Section 17.92.110 do exist in reference to CUP2023-0015 based on the evidence presented to the Commission during said hearing; and

WHEREAS, the Planning and Housing Commission based its recommendation to approve CUP2023-0015 on certain conditions of approval and the findings set forth below.

EXHIBIT 1

NOW, THEREFORE, THE PLANNING AND HOUSING COMMISSION OF THE CITY OF CORONA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA Findings. As the decision-making body for this CUP2023-0015, the Planning and Housing Commission has determined that this project does not require further environmental assessment because the project qualifies as an exemption under CEQA per Section 15301 of the State Guidelines and Section 3.28 of the City of Corona adopted Local Guidelines for implementing CEQA. There is no evidence presented to the city that the project will have any significant effects on the environment.

SECTION 2. Conditional Use Permit Findings. Pursuant to Corona Municipal Code (“CMC”) section 17.92.110 and based on the entire record before the Planning and Housing Commission, including all written and oral evidence presented to the Commission, the Commission hereby makes and adopts the following findings:

1. A preliminary environmental assessment has been conducted by the City of Corona and determined that the project does not require further environmental assessment as it qualifies for a Class 1 Categorical Exemption per Section 15301 of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.28 of the City’s Local CEQA Guidelines. According to the State Guidelines, Class 1 categorical exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. The project consists of interior alterations, minor exterior changes to an existing structure, and the use will be contained entirely inside the building. Therefore, there is no possibility that the project will have a significant effect on the environment.
2. All the conditions necessary for granting a Conditional Use Permit as set forth in Section 17.92.110 of the Corona Municipal Code do exist in reference to CUP2023-0015 for the following reasons:
 - a. *CUP2023-0015 will not be detrimental to the public health, safety, convenience and general welfare, because the project site is capable of accommodating the onsite improvements associated with the religious facility. The project includes compliant onsite parking, with primary vehicular access provided from South Main Street and emergency access from Nanners Way. Furthermore, the proposed scope of work has been reviewed by the Fire, Public Works, Police and Planning and Development Department, including therein, the Planning, Development Services and Building Divisions, and found to be in compliance with applicable development standards in the Corona Municipal Code.*
 - b. *CUP2023-0015 will not be detrimental to other existing and permitted uses in the area because the proposed use complies with the siting criteria in Section 17.92.040(B) of the CMC for religious facilities and the site plan demonstrates*

that parking, landscaping, water quality facilities, and trash facilities can be provided on the project site.

- c. The project is subject to the Conditions of Approval enumerated in Exhibit 6, which are necessary and desirable for the purpose of protecting public health, safety, convenience, and general welfare of the public, in accordance with the intent and purpose of the City's zoning regulations.*
3. The proposal is consistent with the General Plan for the following reasons:
- a. CUP2023-0015 is consistent with Land Use Element Goal LU-8: Assure the integrity, quality, and livability of Corona's existing residential neighborhoods, preserving those elements that give them character, cohesion, and quality of life. CUP2023-0015 furthers this goal by allowing for the development of a religious facility that is compatible with the surrounding land uses to assure the quality and livability of Corona's existing neighborhoods within the City.*
 - b. CUP2023-0015 is consistent with Land Use Element Policy LU-8.5: Promote development and enhancement of places that serve as the focal point of identity and activity in neighborhoods through the integration and, where feasible, consolidation of parks, schools, community facilities, religious facilities, and similar uses. CUP2023-0015 is consistent with this policy because it allows for the development of a religious facility that will serve as a focal point of identity and activity to the surrounding neighborhood and community.*

SECTION 3. Effective Date. CUP2023-0015 will not become effective until the City Council either takes no action on the report or otherwise makes a decision after a City Council initiated review.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered to the City Clerk of said City and a copy thereof be sent to the applicant therefore at the address of said applicant as set forth in the application for said Conditional Use Permit.

Adopted this 10th day of March, 2025.



Sarah Longwell, Chair
Planning and Housing Commission
City of Corona, California

ATTEST:



Belinda Capilla
Secretary, Planning and Housing Commission
City of Corona, California

I, Belinda Capilla, Secretary to the Planning and Housing Commission of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted in a regular session of said Planning and Housing Commission duly called and held on the 10th day of March, 2025, and was duly passed and adopted by the following vote, to wit:

AYES: Longwell, Alexander, Vernon, & Woody

NOES: None

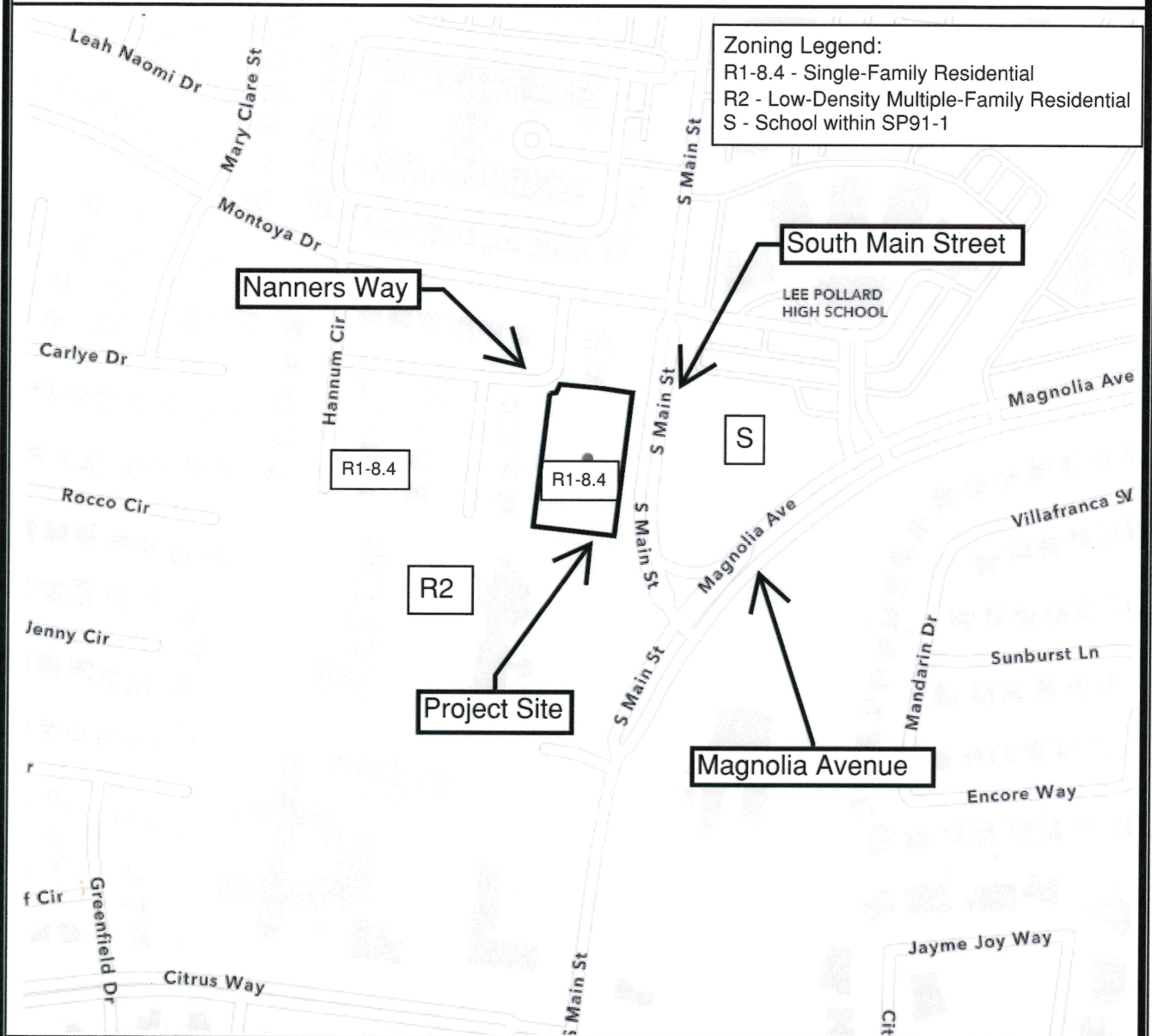
ABSENT: None

ABSTAINED: None



Belinda Capilla
Secretary, Planning and Housing Commission
City of Corona, California

LOCATIONAL MAP



CUP2023-0015
2460 SOUTH
MAIN STREET

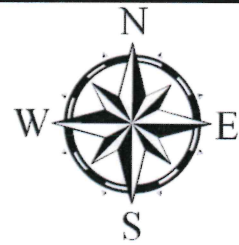
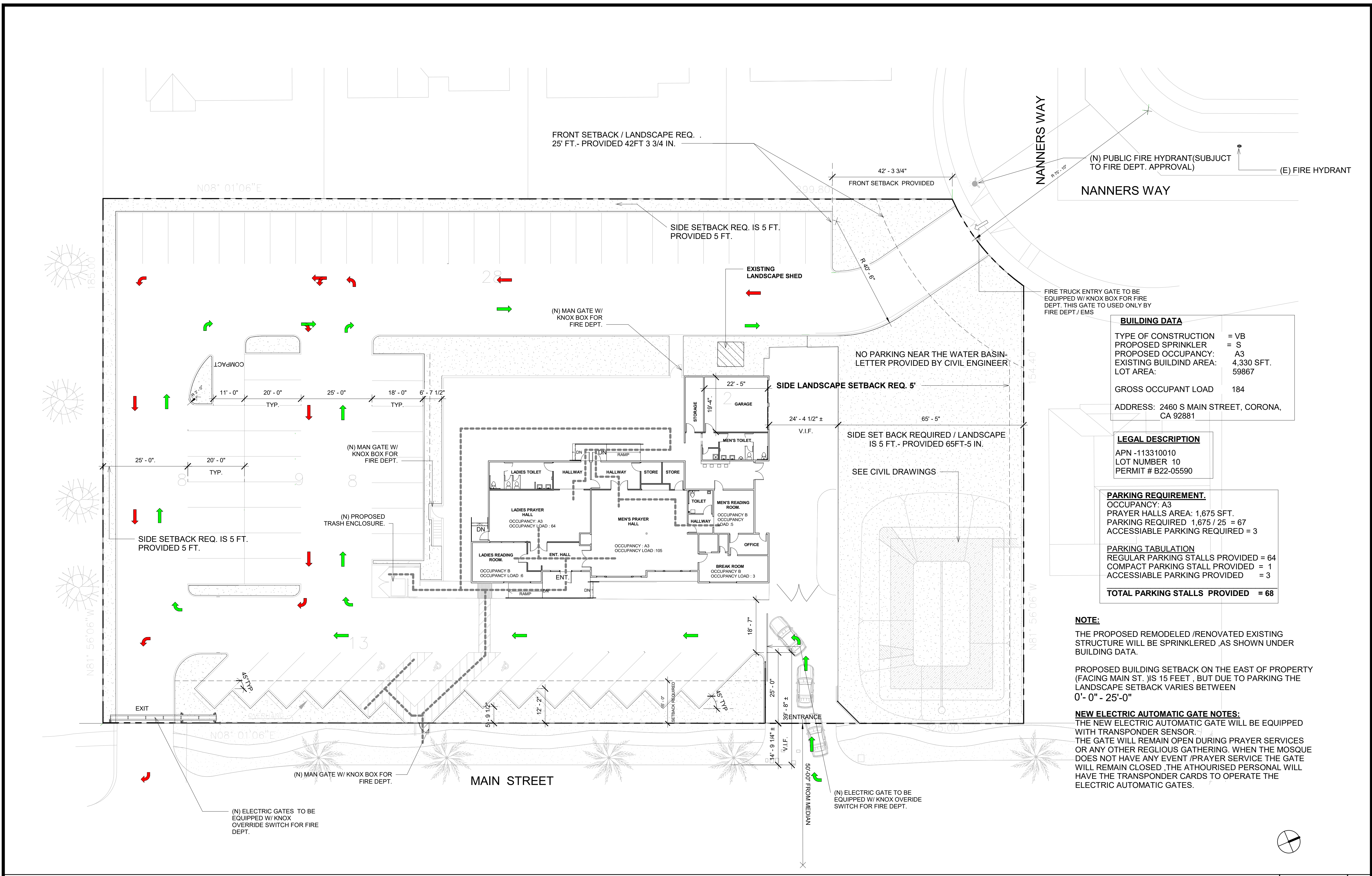


EXHIBIT 2



BUILDING DATA

TYPE OF CONSTRUCTION	= VB
PROPOSED SPRINKLER	= S
PROPOSED OCCUPANCY:	A3
EXISTING BUILDING AREA:	4,330 SFT.
LOT AREA:	59867
GROSS OCCUPANT LOAD	184
ADDRESS: 2460 S MAIN STREET, CORONA, CA 92881	

LEGAL DESCRIPTION

APN -113310010
LOT NUMBER 10
PERMIT # B22-05590

PARKING REQUIREMENT

OCCUPANCY: A3	PRAYER HALLS AREA: 1,675 SFT.
PARKING REQUIRED 1,675 / 25 = 67	ACCESSIBLE PARKING REQUIRED = 3
PARKING TABULATION	
REGULAR PARKING STALLS PROVIDED = 64	COMPACT PARKING STALL PROVIDED = 1
ACCESSIBLE PARKING PROVIDED = 3	TOTAL PARKING STALLS PROVIDED = 68

NOTE:
 THE PROPOSED REMODELED /RENOVATED EXISTING STRUCTURE WILL BE SPRINKLERED AS SHOWN UNDER BUILDING DATA.
 PROPOSED BUILDING SETBACK ON THE EAST OF PROPERTY (FACING MAIN ST.) IS 15 FEET, BUT DUE TO PARKING THE LANDSCAPE SETBACK VARIES BETWEEN 0'-0" - 25'-0"
NEW ELECTRIC AUTOMATIC GATE NOTES:
 THE NEW ELECTRIC AUTOMATIC GATE WILL BE EQUIPPED WITH TRANSPONDER SENSOR.
 THE GATE WILL REMAIN OPEN DURING PRAYER SERVICES OR ANY OTHER RELIGIOUS GATHERING. WHEN THE MOSQUE DOES NOT HAVE ANY EVENT /PRAYER SERVICE THE GATE WILL REMAIN CLOSED. THE AUTHORIZED PERSONAL WILL HAVE THE TRANSPONDER CARDS TO OPERATE THE ELECTRIC AUTOMATIC GATES.

OWNER: SAJJADIA ISLAMIC SOCIETY
PROJECT NAME: MOSQUE AT CORONA
 PROJECT ADDRESS: 2460 S MAIN STREET, CORONA CA 92882

REVISIONS:

DESCRIPTION	DATE

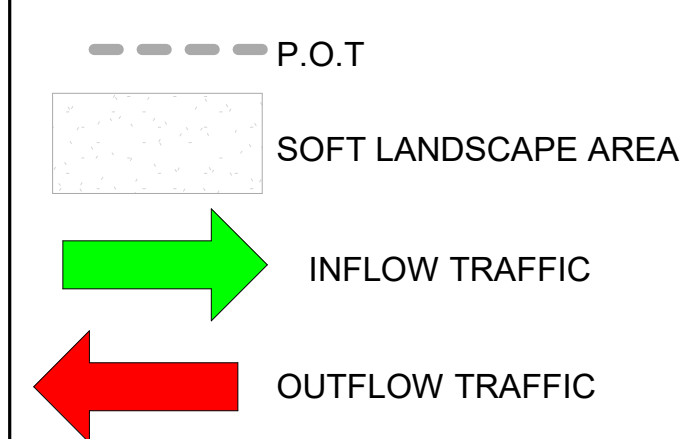
DATE ISSUED: 03-08-2024
 PROJECT NO: 2023-927
 SCALE: As indicated

SHEET NUMBER: **A002**
 SHEET TITLE:

**PROPOSED
 REVISED SITE
 PLAN**

**WASEEM RASHEED
 DESIGN**
 waseemrasheed@hotmail.com Tel:951-283-5179

REVISED SITEPLAN - ACCESS SCALE 1/16" = 1'-0" 1



	REQUIRED	PROVIDED	REMARKS
FRONT - NORTH OF PROPERTY	25'-0"	42'- 3.75"	
SIDE - NORTH WEST OF PROPERTY	5'-0"	65'- 5"	
SIDE - WEST OF PROPERTY	5'-0"	5'- 0"	
SIDE - SOUTH OF PROPERTY	5'-0"	5'- 0"	
BACK - EAST OF PROPERTY	15'-0"	0'- 0" - 25'-0"	VARIES

BUILDING SET BACKS

SITEPLAN LE

EXHIBIT 3

OWNER: **SAJJADIA ISLAMIC SOCIETY**
 PROJECT NAME: **MOSQUE AT CORONA**
 PROJECT ADDRESS: **2460 S MAIN STREET, CORONA CA 92882**

REVISIONS:

NO.	DESCRIPTION	DATE

DATE ISSUED: 03-08-2024

PROJECT NO: 2023-927

SCALE: As indicated

SHEET NUMBER: **A101**

SHEET TITLE:

PROPOSED REMODELED FLOOR PLAN

WASEEM RASHEED DESIGN

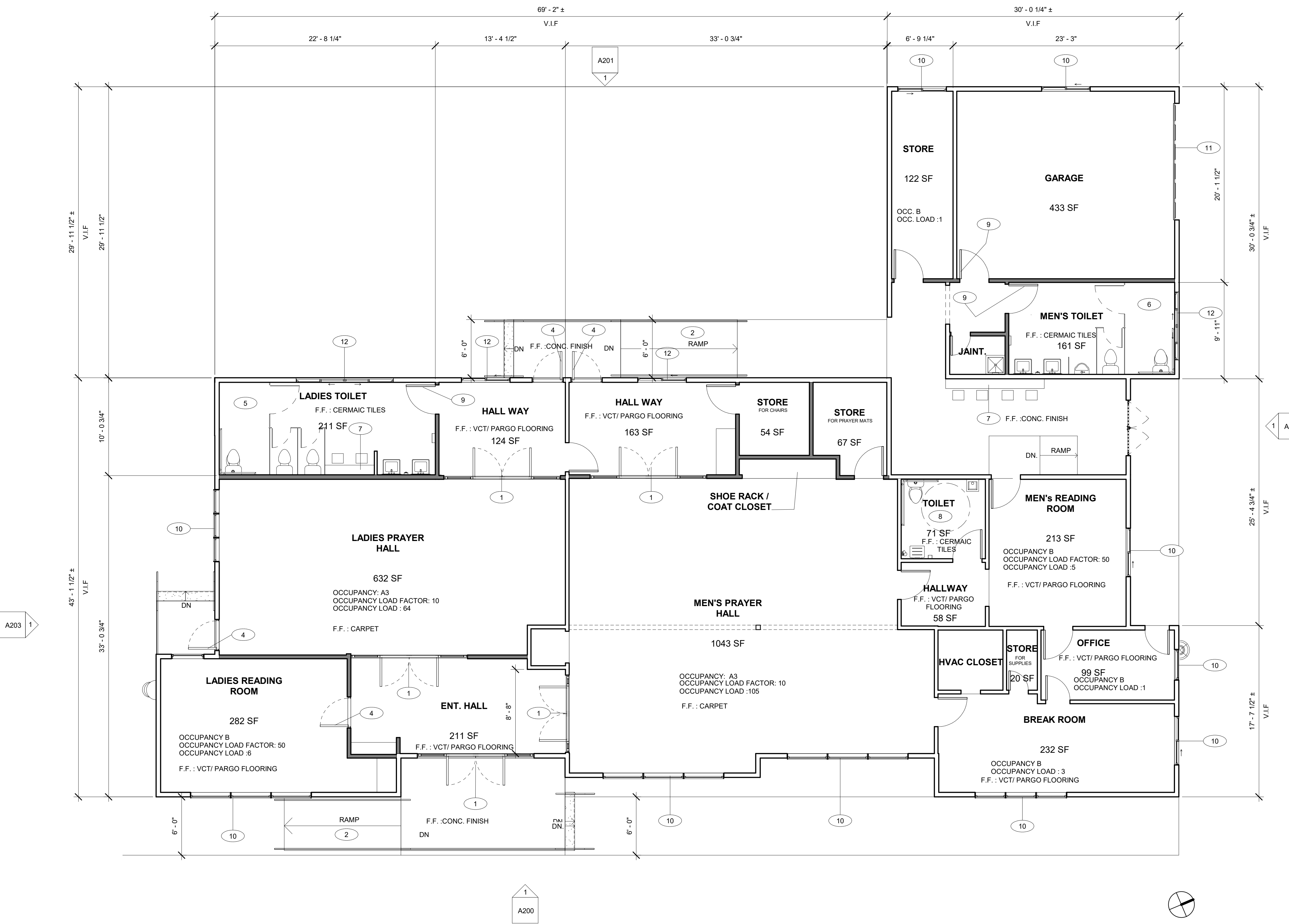
waseemrasheed@hotmail.com Tel:951-283-5179

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- 1 (N) 6FT. WIDE FRAMED GLASS DOOR W/ SIDE GLASS PANELS-ACCESSIBLE DOOR
- 2 (N) ACCESSIBLE RAMP WITH RAILING
- 3 (N) 6FT. WIDE FRAMED GLASS DOOR-ACCESSIBLE DOOR
- 4 (N) 3FT. WIDE FRAMED GLASS DOOR-ACCESSIBLE DOOR
- 5 (N) LADIES ACCESSIBLE TOILET
- 6 (N) MEN ACCESSIBLE TOILET
- 7 (N) ABLUTION AREA
- 8 (N) ACCESSIBLE TOILET
- 9 (N) 3FT. WIDE ACCESSIBLE DOOR
- 10 (E) WINDOW
- 11 (N) 2 CAR GARAGE DOOR
- 12 (N) WINDOW

KEYNOTE LEGEND

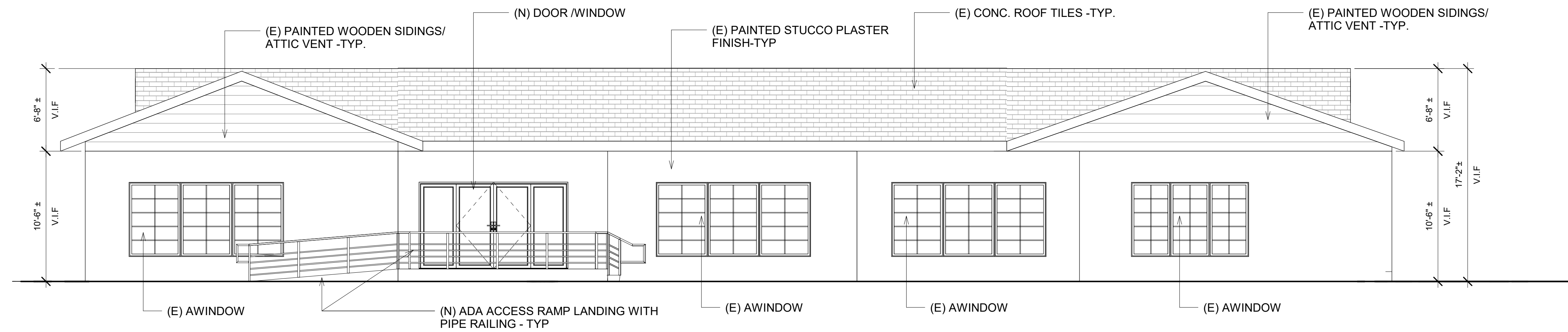
- (E) 2X 3 1/2" EXTERIOR WALL TO REMAIN
- (E) 2X 5 1/2" EXTERIOR WALL TO REMAIN
- (N) 2X 5 1/2" INTERIOR WALL
- (N) 2X 4 1/2" INTERIOR WALL
- F.F. FLOOR FINISH



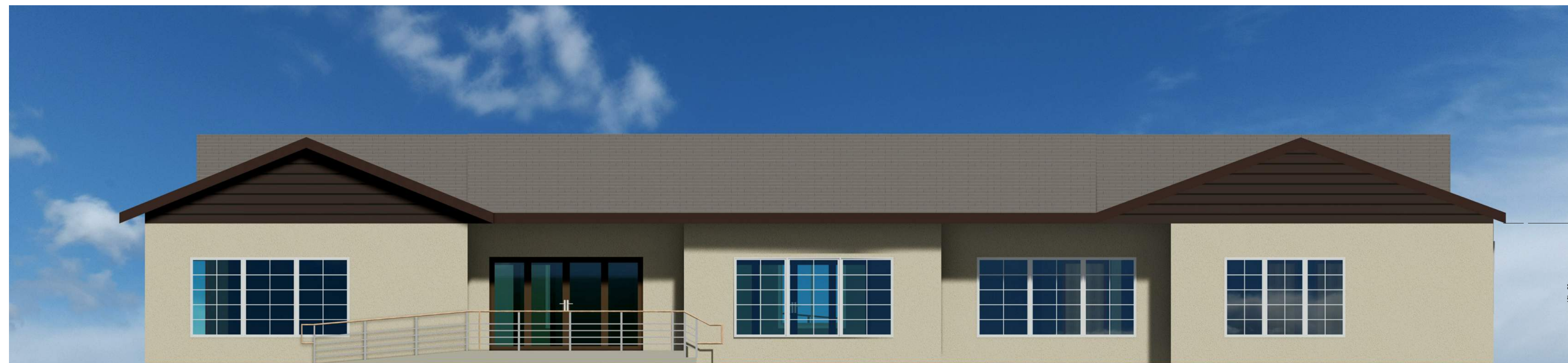
PROPOSED FLOOR PLAN

SCALE 3/16" = 1'-0" 1

WALL LEGEND



① EAST ELEVATION
3/16" = 1'-0"



② RENDERED EAST ELEVATION
3/16" = 1'-0"

OWNER: **SAJJADIA ISLAMIC SOCIETY**
 PROJECT NAME: **MOSQUE AT CORONA**
 PROJECT ADDRESS: **2460 S MAIN STREET, CORONA CA 92882**

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 03-08-2024

PROJECT NO: 2023-927

SCALE: 3/16" = 1'-0"

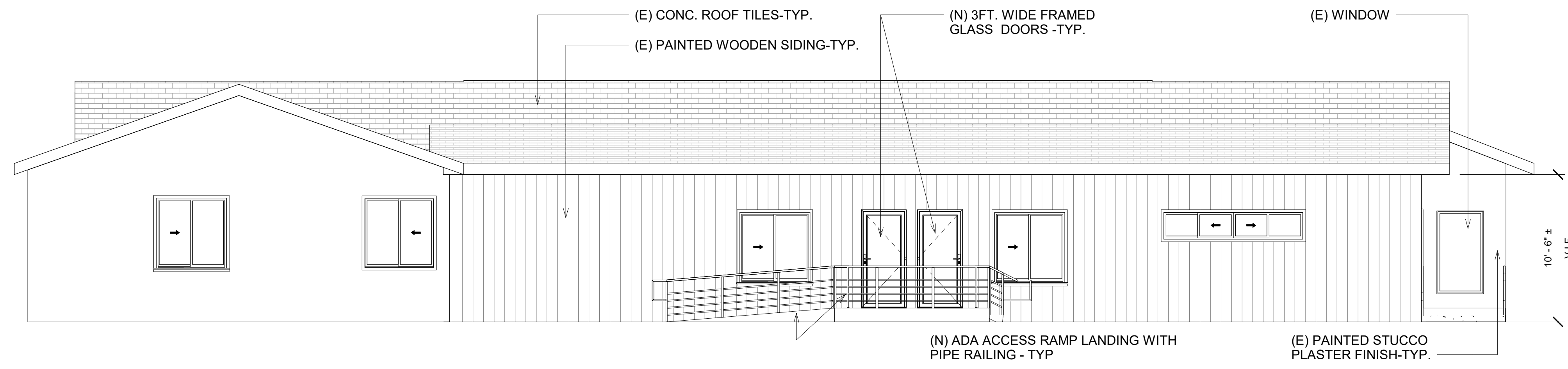
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SHEET TITLE:
**RENOVATED
 EXTERIOR
 BUILDING EAST
 ELEVATION**

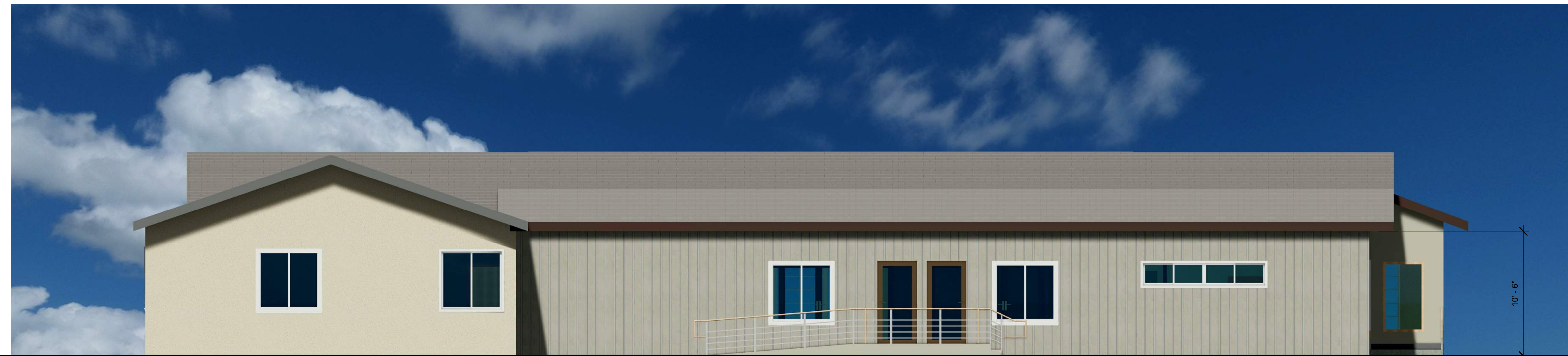
**WASEEM RASHEED
 DESIGN**

waseemrasheed@hotmail.com Tel:951-283-5179

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① WEST ELEVATION
3/16" = 1'-0"



② RENDERED WEST ELEVATION
3/16" = 1'-0"

OWNER: **SAJJADIA ISLAMIC SOCIETY**
 PROJECT NAME: **MOSQUE AT CORONA**
 PROJECT ADDRESS: **2460 S MAIN STREET, CORONA CA 92882**

REVISIONS:

	DESCRIPTION	DATE
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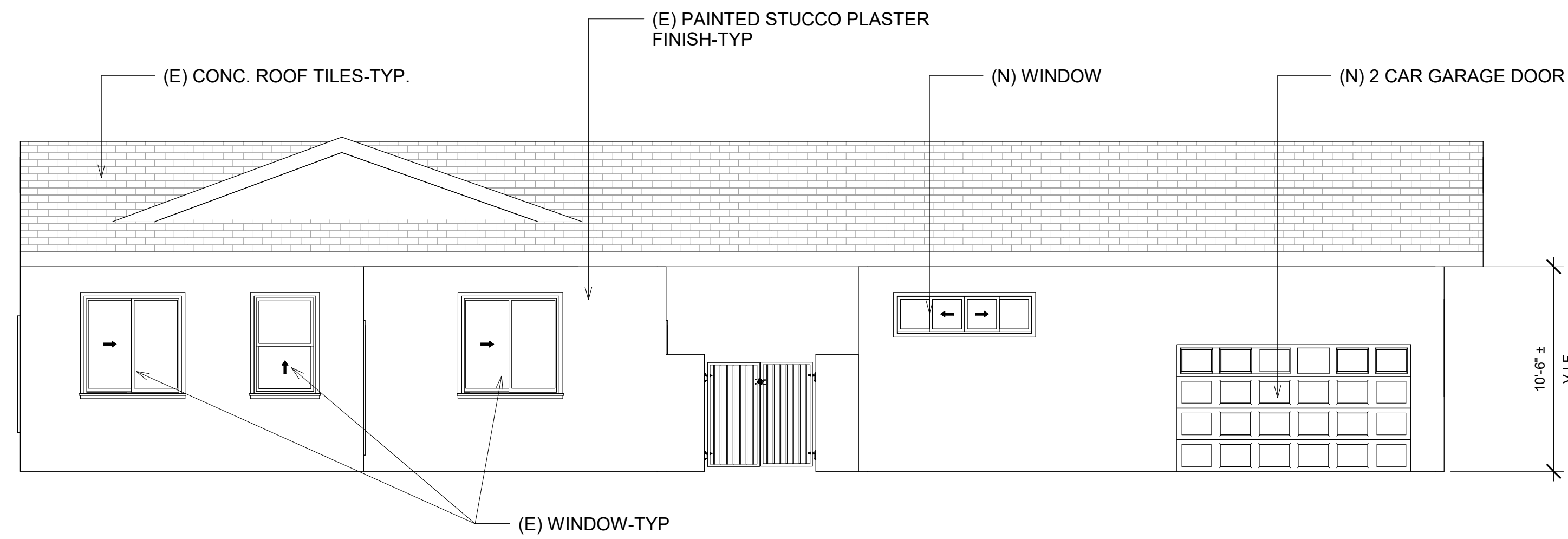
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 PROJECT NO: 2023-927
 SCALE: 3/16" = 1'-0"

SHEET NUMBER: **A201**

SHEET TITLE:
RENOVATED EXTERIOR BUILDING WEST ELEVATION

WASEEM RASHEED DESIGN
 waseemrasheed@hotmail.com Tel:951-283-5179

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① NORTH ELEVATION
3/16" = 1'-0"



② RENDERED NORTH ELEVATION
3/16" = 1'-0"

OWNER: **SAJJADIA ISLAMIC SOCIETY**
 PROJECT NAME: **MOSQUE AT CORONA**
 PROJECT ADDRESS: **2460 S MAIN STREET, CORONA CA 92882**

REVISIONS:

	DESCRIPTION	DATE
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DATE ISSUED: 03-08-2024

PROJECT NO: 2023-927

SCALE: 3/16" = 1'-0"

SHEET NUMBER: **A202**

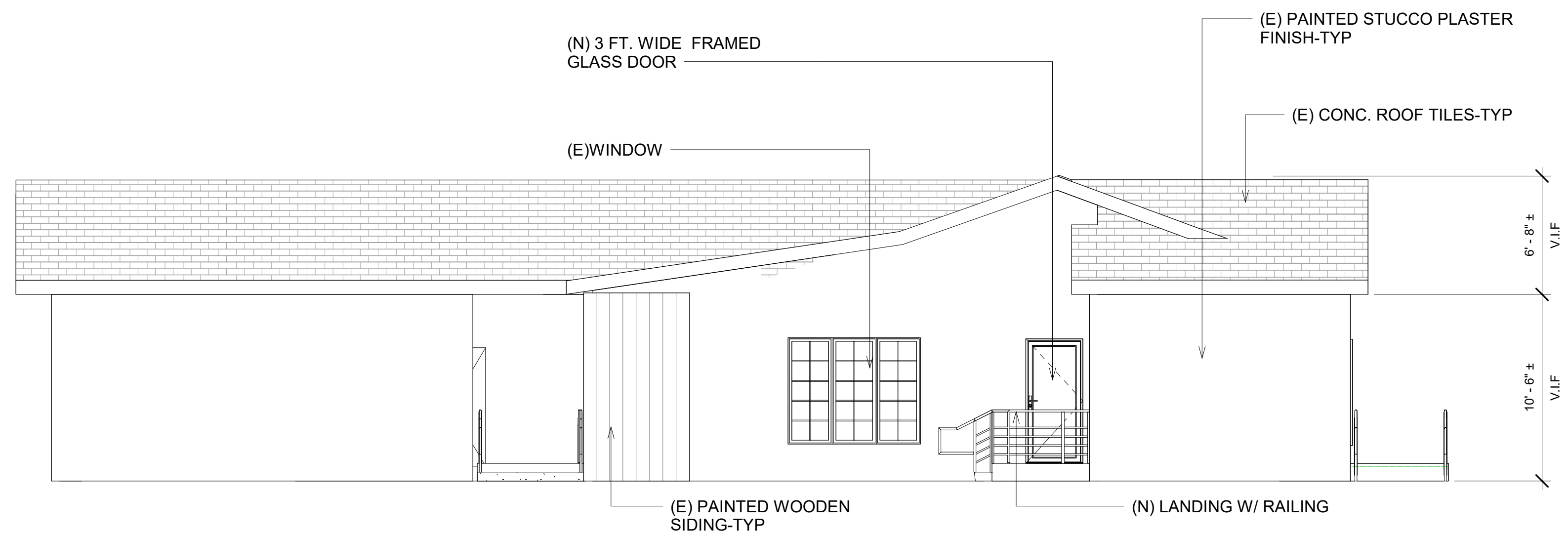
SHEET TITLE:

**RENOVATED
 EXTERIOR
 BUILDING NORTH
 ELEVATION**

**WASEEM RASHEED
 DESIGN**

waseemrasheed@hotmail.com Tel:951-283-5179

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① SOUTH ELEVATION
3/16" = 1'-0"



② RENDERED SOUTH ELEVATION
3/16" = 1'-0"

OWNER: **SAJJADIA ISLAMIC SOCIETY**
 PROJECT NAME: **MOSQUE AT CORONA**
 PROJECT ADDRESS: **2460 S MAIN STREET, CORONA CA 92882**

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 03-08-2024

PROJECT NO: 2023-927

SCALE: 3/16" = 1'-0"

SHEET NUMBER: **A203**

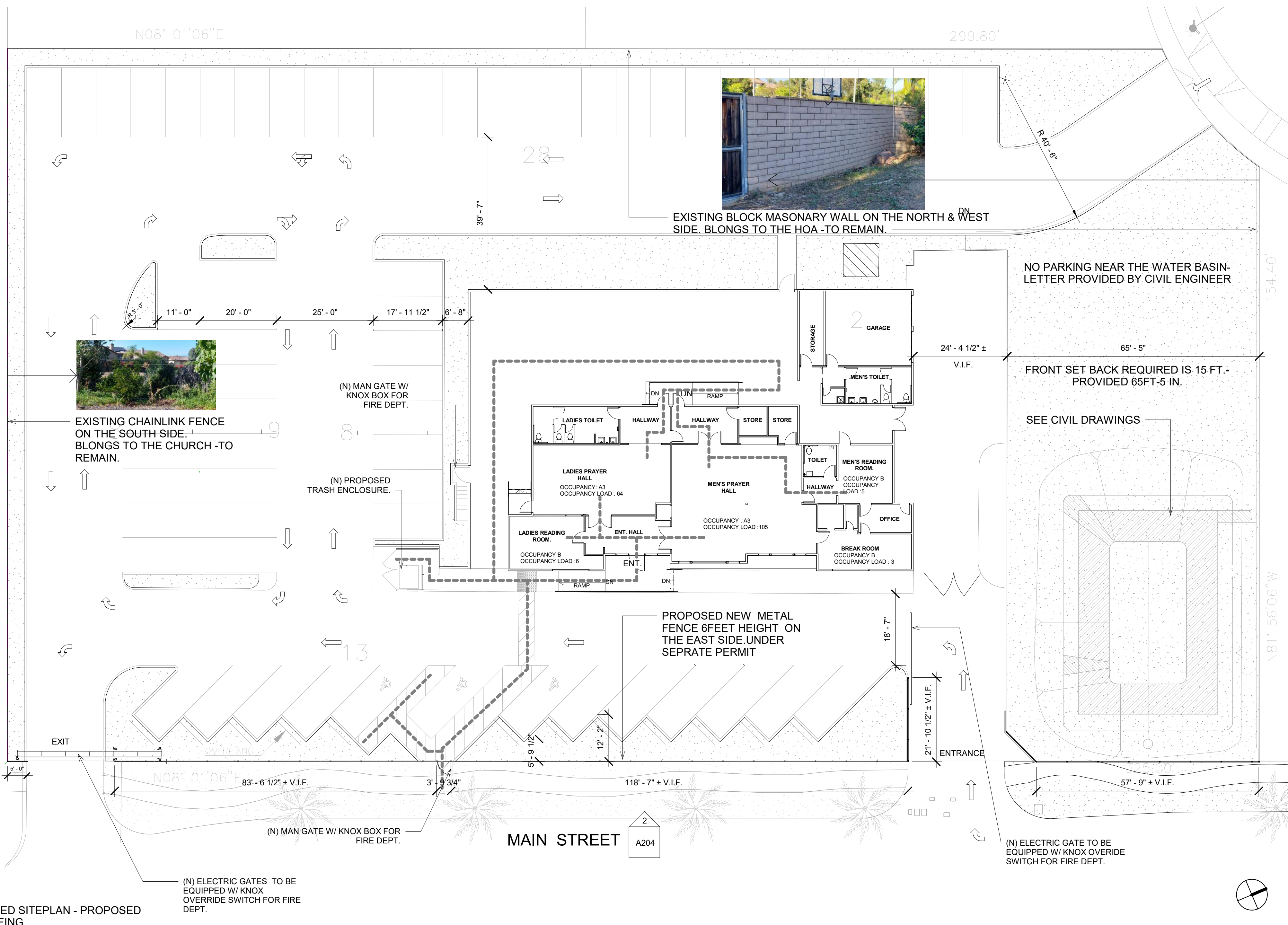
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**RENOVATED
 EXTERIOR
 BUILDING SOUTH
 ELEVATION**

**WASEEM RASHEED
 DESIGN**

waseemrasheed@hotmail.com Tel:951-283-5179

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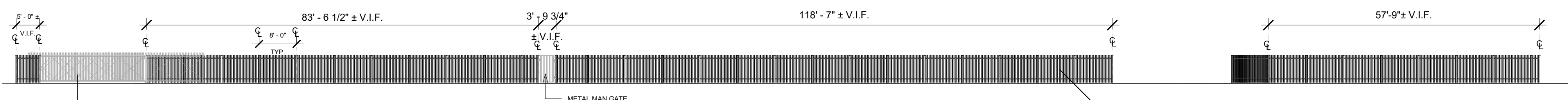


EXISTING CHAINLINK FENCE ON THE SOUTH SIDE. BELONGS TO THE CHURCH -TO REMAIN.

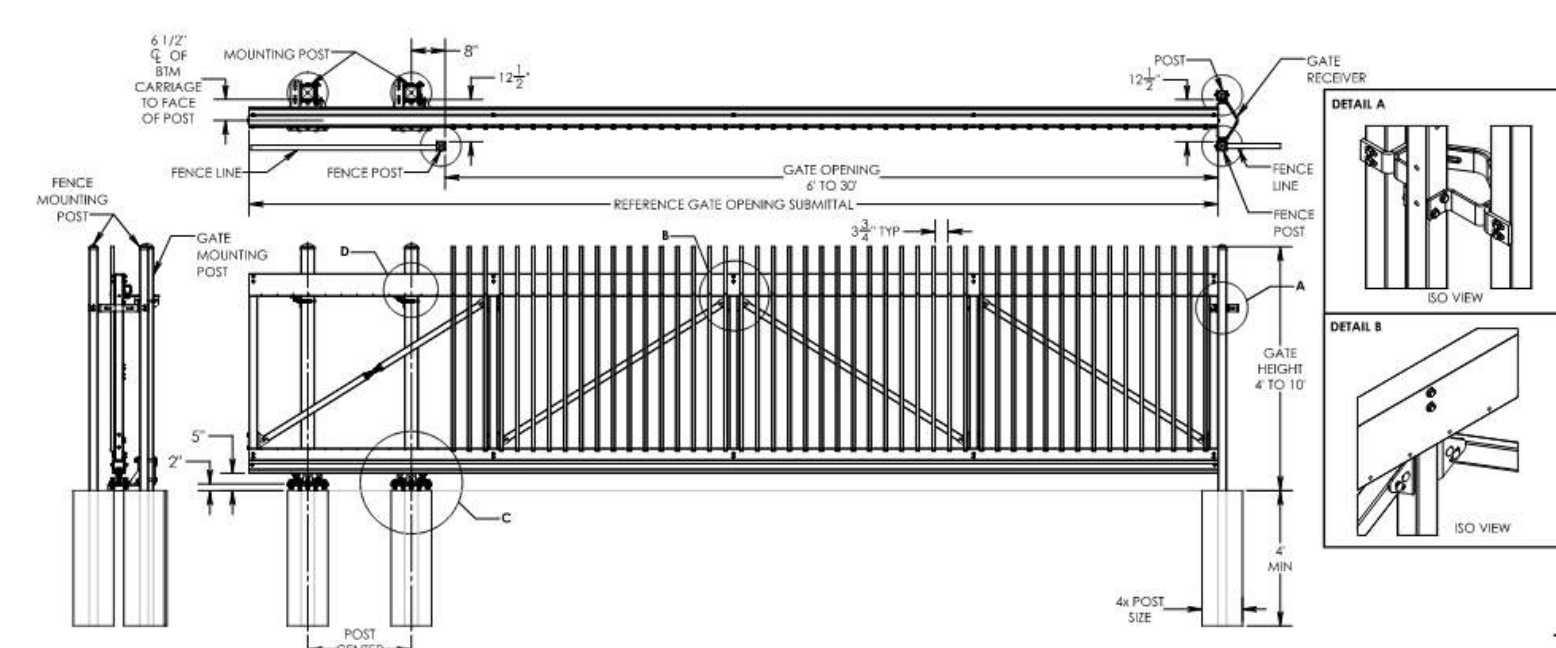


EXISTING BLOCK MASONRY WALL ON THE NORTH & WEST SIDE. BELONGS TO THE HOA -TO REMAIN.

REVISED SITEPLAN - PROPOSED FENCING
1/16" = 1'-0"



NEW METAL FENCE ELVATION
1/16" = 1'-0"



NOTE:
PROPOSED DESIGN OF METAL FENCE & METAL ELECTRIC GATE-DESIGN. TO BE UNDER SEPRATE PERMIT

EXHIBIT 4

CLASSIC™

Echelon II Classic style boasts traditional extended pickets with an arrow-shaped spear. These pointed pickets act as a visual warning to potential intruders.

- 4-rail panels in 8', 9' & 10' heights
- 3-rail panels in 4', 5', 6' & 7' heights
- 2-rail panels in 4', 5' & 6' heights

COLORS



BLACK



AMERISTARFENCE.COM | 888-333-3422

OWNER: **SAJJADIA ISLAMIC SOCIETY**
PROJECT NAME: **MOSQUE AT CORONA**
PROJECT ADDRESS: **2460 S MAIN STREET, CORONA CA 92882**

REVISIONS:

DESCRIPTION	DATE

DATE ISSUED: 03-08-2024

PROJECT NO: 2023-927

SCALE: 1/16" = 1'-0"

SHEET NUMBER: **A204**

SHEET TITLE:

BOUNDARY WALL / PROPOSED METAL FENCE & METAL ELECTRIC GATES

WASEEM RASHEED DESIGN

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SCALE: 1"=20'

PRELIMINARY GRADING PLAN

2460 S MAIN ST
CORONA, CA 92882

ABBREVIATIONS

AB AGGREGATE BASE
AC ASPHALTIC CONCRETE
APWA AMERICAN PUBLIC WORKS ASSOC.
BFP BACKFLOW PREVENTOR
BLRD BOLLARD
BW BACK OF WALK
CATV CABLE TELEVISION
CB CATCH BASIN
CD CURB DRAIN
CLF CHAIN LINK FENCE
CO CLEANOUT
DC DETERIORATED GRAVEL
DN DOWN
DWY DRIVEWAY
EX EXISTING
FG FINISHED GROUND / GRADE
FH FIRE HYDRANT
FL FLOW LINE
FS FINISH SURFACE
GB GRADE BREAK
HB HOSE BIB
HC HANDICAP
HGL HYDRAULIC GRADE LINE
INV INVERT ELEVATION
ICV IRRIGATION CONTROL VALVE

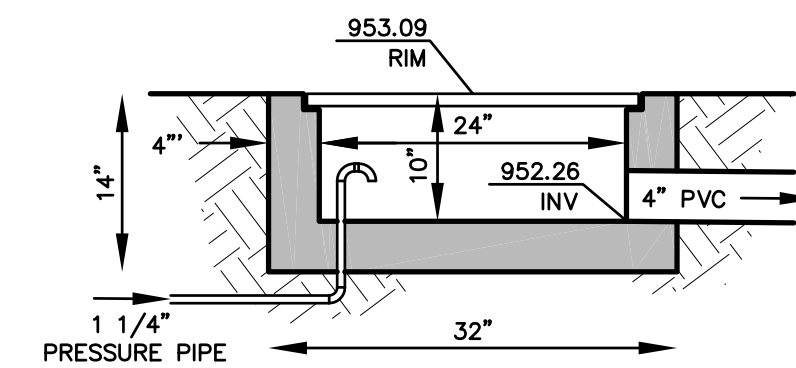
MH MAN HOLE
NAT NATURAL LANDSCAPE
NG NATURAL GROUND
PB PULL BOX
PCC PORTLAND CEMENT CONCRETE
PP POWER POLE
PVC POLYVINYL CHLORIDE
R RIDGE LINE
R= RADIUS
RAD RADIAL
RRRT RAIL ROAD TIE
SSCO SANITARY SEWER CLEANOUT
SGN SIGN AND POST
SS SANITARY SEWER
T TANGENT LENGTH
TB TOP OF BERM
TC TOP OF CURB
TG TOP OF GRATE
TF TOP OF FOOTING
TSF TUBE STEEL FENCE
TW TOP OF WALL
TX TOP OF X
UTIL UTILITY
VENT VENTILATION
WF ROUGH IRON FENCE
WM WATER METER
WV WATER VALVE

LEGEND

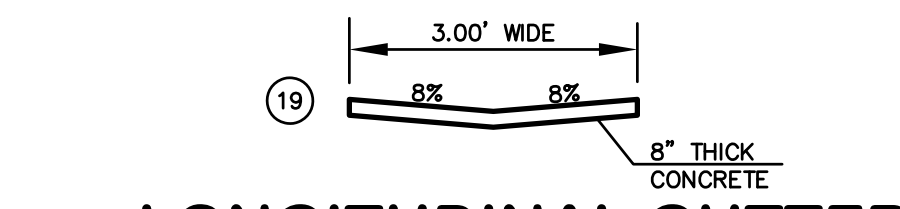
BUILDING
EXISTING BUILDING
OVERHANG
PROPERTY LINE (P)
EASEMENT
STREET CENTERLINE (C)
DAYLIGHT LINE
RIDGE LINE
GRADE BRAKE
RADIAL
FLOW LINE
RIDGE LINE
OVER EXCAVATION LIMIT
CURB AND GUTTER
WROUGHT IRON FENCE
CHAIN LINK FENCE
RETAINING WALL
BLOCK WALL
DEEPEEN FOOTING
MSE WALL
STEM WALL
RETAINING WALL SUB DRAIN
STORM DRAIN LINE
SEWER LINE
SEWER PRESSURE LINE
WATER LINE
FIRE WATER LINE
GAS LINE
ELECTRICAL LINE
STREET LIGHT LINE
COMMUNICATION LINE
UNKNOWN

PRELIMINARY NOTES:

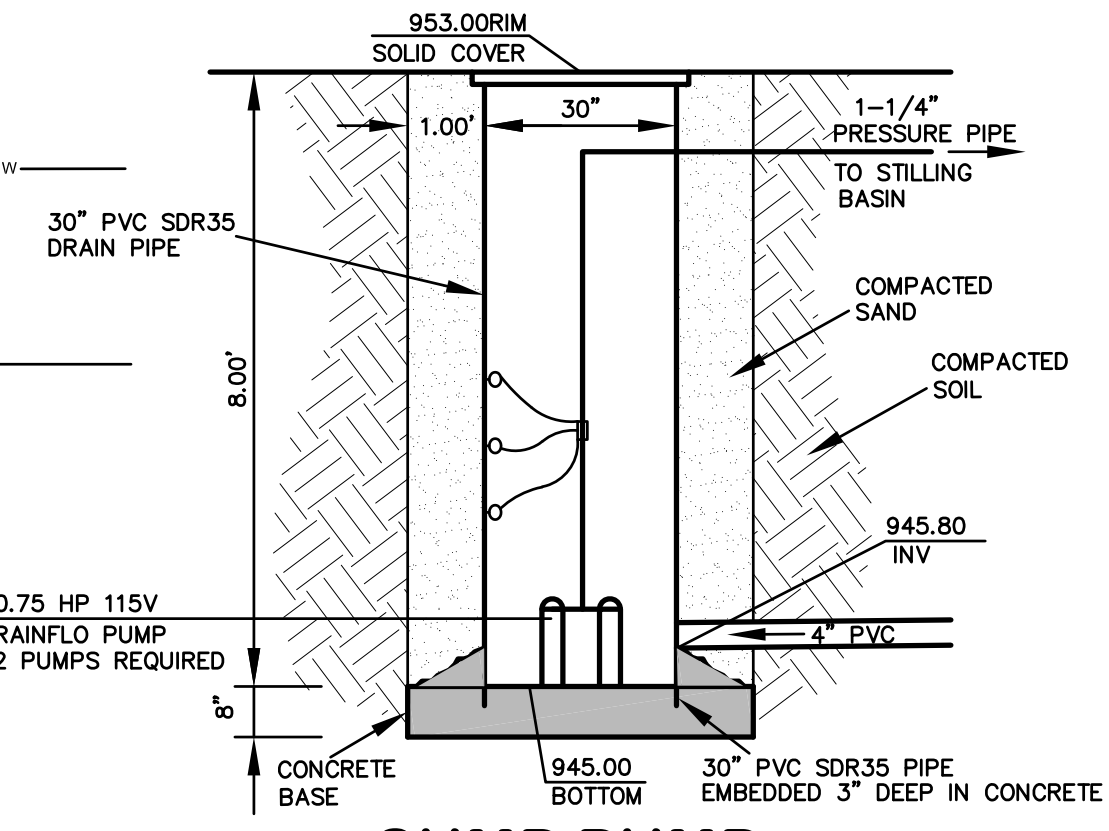
- (P) PROTECT IN PLACE. SEE PLAN FOR ITEM DESCRIPTION.
- (1) PROPOSED 5" THICK AC PAVEMENT ON TOP OF 6" THICK 95% COMPACTED CLASS 2 ROAD BASE.
- (2) PROPOSED 6" CONCRETE CURB PER STANDARD PLAN 137.
- (3) PROPOSED 6" CONCRETE CURB AND GUTTER PER STANDARD PLAN 135.
- (4) PROPOSED 6" THICK PCC CONCRETE DRIVEWAY ON 5" THICK CLASS 2 ROAD BASE.
- (5) PROPOSED 4" THICK CONCRETE WALKWAY.
- (6) PROPOSED 42" HIGH RAILING.
- (7) PROPOSED 6" SQUARE NDS STORM DRAIN INLET.
- (8) PROPOSED 18"x18" CONCRETE CATCH BASIN WITH TRAFFIC GRATE.
- (9) PROPOSED 12" WIDE TRENCH DRAIN WITH TRAFFIC RATED GRATE.
- (10) RELOCATE MAIL BOX.
- (11) PROPOSED 10" PVC, SDR35 DRAIN PIPE.
- (12) PROPOSED 8" PVC, SDR35 DRAIN PIPE.
- (13) PROPOSED 6" PVC, SDR35 DRAIN PIPE.
- (14) PROPOSED 4" PVC, SDR35 DRAIN PIPE.
- (15) PROPOSED TRUNCATED DOMES 36" DEEP X 48" WIDE.
- (16) PROPOSED SUMP PUMP PER DETAIL "A" ON THIS SHEET.
- (17) PROPOSED DISTILLING BASIN PER DETAIL "B" ON THIS SHEET.
- (18) PROPOSED 4" PVC SDR 35 PERFORATED PIPE IN FABRIC SLEEVE @ 2% SLOPE. HOLES TO BE 1/2" DIA 3 EACH ON PERIMETER, 10" APART LONG WAY.
- (19) PROPOSED LONGITUDINAL GUTTER PER DETAIL "C" ON THIS SHEET.
- (20) PROPOSED CONCRETE "V" DITCH PER DETAIL "D" ON THIS SHEET.
- (21) PROPOSED CONCRETE DRIVEWAY TYPE I PER CITY OF CORONA STANDARD PLAN 130.
- (22) PROPOSED 48" WIDE METAL MAN GATE ACCESS
- (23) DECORATIVE WELL STRUCTURE TO BE REMOVED
- (24) PROPOSED GARBAGE ENCLOSURE.
- (25) PROPOSED METAL GATE.



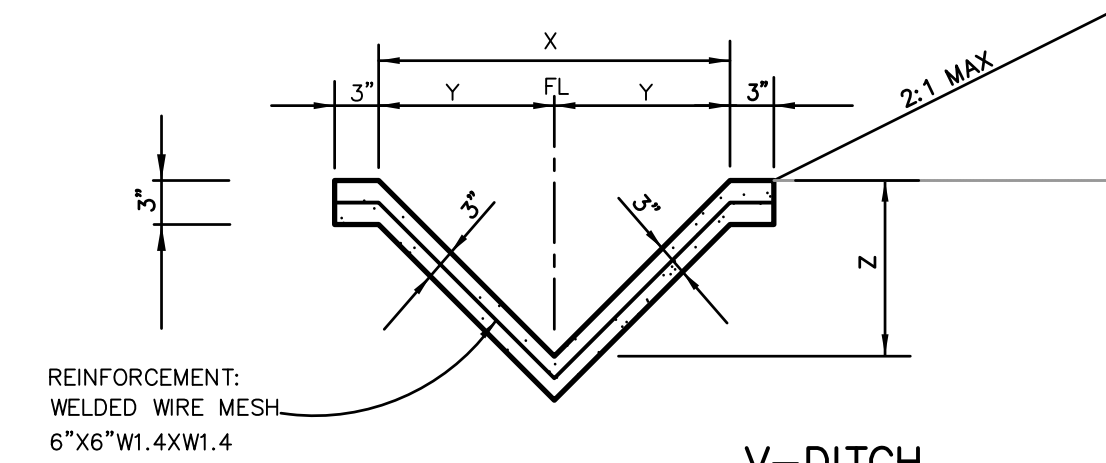
B STILLING BASIN
N/S



C LONGITUDINAL GUTTER
N/S



A SUMP PUMP
N/A



D V-DITCH CHANNEL
N/S

X	Y	Z
18"	9"	15"

G & G ENGINEERING, INC.
1251 N. MANASSERO ST., STE. 402
ANAHEIM, CA 92807
PHONE: (714) 970-7220
FAX: (714) 970-7244
EMAIL: INFO@MYGNG.COM

REGISTERED PROFESSIONAL ENGINEER
ANDREW GRECHUTA
No. C52312
CIVIL
STATE OF CALIFORNIA

CIVIL ENGINEERING
LAND PLANNING
LAND SURVEYING
Andrew Grechuta 10-23-24
APPROVED BY ANDREW GRECHUTA DATE
R.C.E. NO C52312 EXP. DATE: 12-31-24

CITY OF CORONA
400 SOUTH VICENTIA AVENUE
CORONA, CALIFORNIA 92882

DESIGNED BY	DRAWN BY	CHECKED BY	DATE	REVISIONS	APP'D

BENCH MARK	ENGINEERING	APPROVED BY:
SCALE	PLANNING	NELSON D. NELSON
	FIRE	CITY ENGINEER
		R.C.E. No. 54435 EXP. 12/31/13

CITY OF CORONA	DATE

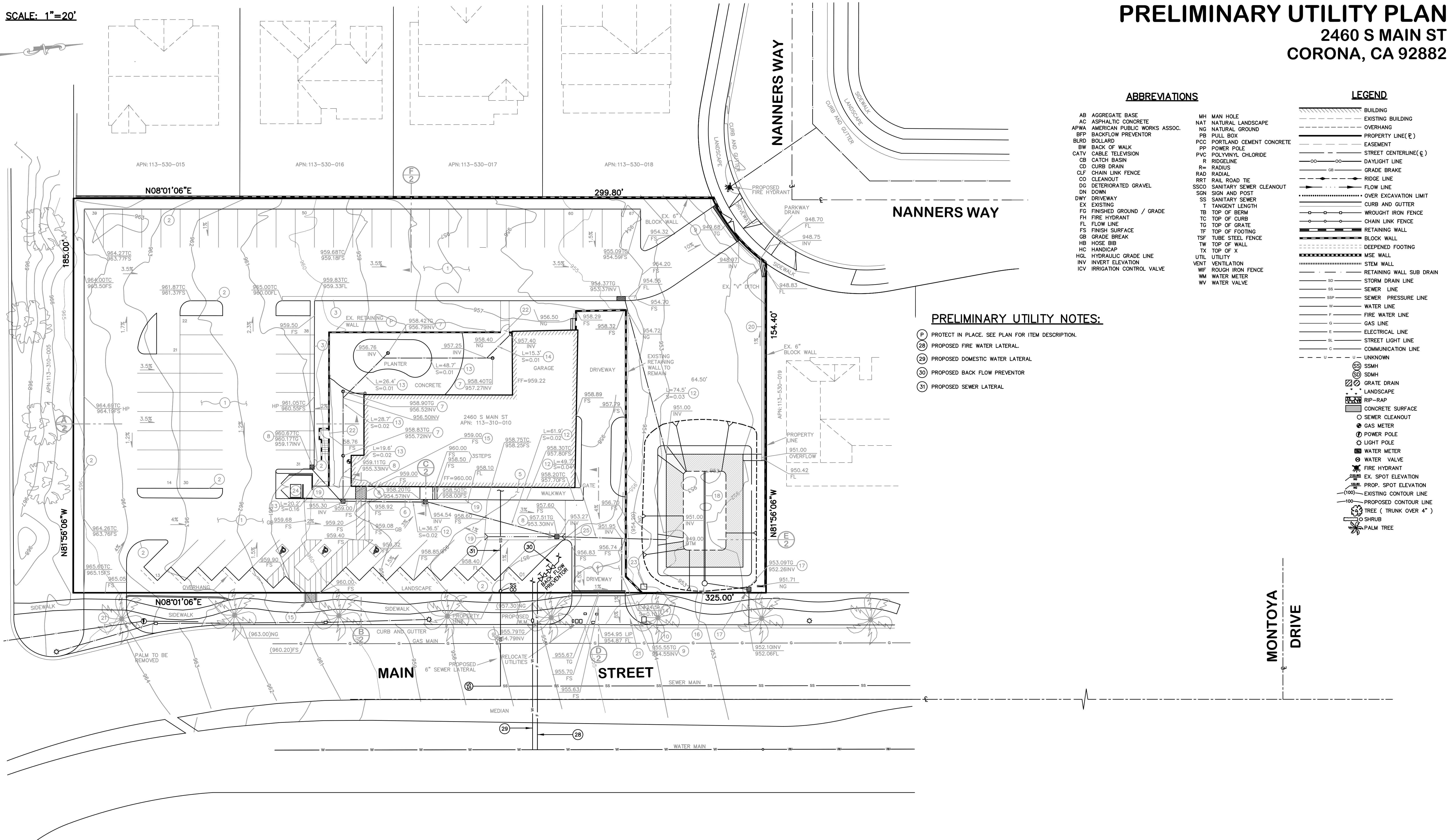
EXHIBIT 5
PRELIMINARY GRADING

DRAWING No. **1** OF **3**
SH 1 OF 3

SCALE: 1"=20'

PRELIMINARY UTILITY PLAN

2460 S MAIN ST
CORONA, CA 92882



ABBREVIATIONS

- AB AGGREGATE BASE
- AC ASPHALTIC CONCRETE
- APWA AMERICAN PUBLIC WORKS ASSOC.
- BFP BACKFLOW PREVENTOR
- BLRD BOLLARD
- BW BACK OF WALK
- CATV CABLE TELEVISION
- CB CATCH BASIN
- CD CURB DRAIN
- CLF CHAIN LINK FENCE
- CO CLEANOUT
- DC DETERIORATED GRAVEL
- DN DOWN
- DWY DRIVEWAY
- EX EXISTING
- FG FINISHED GROUND / GRADE
- FH FIRE HYDRANT
- FL FLOW LINE
- FS FINISH SURFACE
- GB GRADE BREAK
- HB HOSE BIB
- HC HANDICAP
- HGL HYDRAULIC GRADE LINE
- INV INVERT ELEVATION
- ICV IRRIGATION CONTROL VALVE

- MH MAN HOLE
- NAT NATURAL LANDSCAPE
- NG NATURAL GROUND
- PB PULL BOX
- PCC PORTLAND CEMENT CONCRETE
- PP POWER POLE
- PVC POLYVINYL CHLORIDE
- R RIDGELINE
- R RADIUS
- RAD RADIAL
- RRT RAIL ROAD TIE
- SSCO SANITARY SEWER CLEANOUT
- SGN SIGN AND POST
- SS SANITARY SEWER
- T TANGENT LENGTH
- TB TOP OF BERM
- TC TOP OF CURB
- TG TOP OF GRATE
- TF TOP OF FOOTING
- GB GRADE BREAK
- TX TOP OF X
- UTIL UTILITY
- VENT VENTILATION
- WF ROUGH IRON FENCE
- WM WATER METER
- WV WATER VALVE

LEGEND

- BUILDING
- EXISTING BUILDING
- OVERHANG
- PROPERTY LINE (E)
- EASEMENT
- STREET CENTERLINE (C)
- DAYLIGHT LINE
- GRADE BRAKE
- RIDGE LINE
- FLOW LINE
- OVER EXCAVATION LIMIT
- CURB AND GUTTER
- WROUGHT IRON FENCE
- CHAIN LINK FENCE
- RETAINING WALL
- BLOCK WALL
- DEEPENED FOOTING
- MSE WALL
- STEM WALL
- RETAINING WALL SUB DRAIN
- STORM DRAIN LINE
- SEWER LINE
- SEWER PRESSURE LINE
- WATER LINE
- FIRE WATER LINE
- GAS LINE
- ELECTRICAL LINE
- STREET LIGHT LINE
- COMMUNICATION LINE
- UNKNOWN
- SSMH
- SDMH
- GRATE DRAIN
- LANDSCAPE
- RIP-RAP
- CONCRETE SURFACE
- SEWER CLEANOUT
- GAS METER
- POWER POLE
- LIGHT POLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- EX. SPOT ELEVATION
- PROP. SPOT ELEVATION
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- TREE (TRUNK OVER 4")
- SHRUB
- PALM TREE

PRELIMINARY UTILITY NOTES:

- (P) PROTECT IN PLACE. SEE PLAN FOR ITEM DESCRIPTION.
- (28) PROPOSED FIRE WATER LATERAL.
- (29) PROPOSED DOMESTIC WATER LATERAL.
- (30) PROPOSED BACK FLOW PREVENTOR
- (31) PROPOSED SEWER LATERAL

REGISTERED PROFESSIONAL ENGINEER
ANDREW GRECHUTA
No. C52312
CIVIL
STATE OF CALIFORNIA

G & G ENGINEERING, INC.
1251 N. MANASSERO ST., STE. 402
ANAHEIM, CA 92807
PHONE: (714) 970-7220
FAX: (714) 970-7244
EMAIL: INFO@MYGNG.COM

APPROVED BY: *Andrew Grechuta* 10-23-24
ANDREW GRECHUTA DATE
R.C.E. NO C52312 EXP. DATE: 12-31-24

	<p>CITY OF CORONA 400 SOUTH VICENTIA AVENUE CORONA, CALIFORNIA 92882</p>	DESIGNED BY	DRAWN BY	CHECKED BY		BENCH MARK	ENGINEERING	APPROVED BY:	<p>CITY OF CORONA PRELIMINARY UTILITY PLAN</p>	DRAWING No.
	<p>PLANS PREPARED UNDER SUPERVISION OF ANDREW GRECHUTA DATE: 02-09-24 R.C.E. NO C52312</p>	<p>REFERENCE PLANS FOR THESE IMPROVEMENTS</p>	DATE	BY	REVISIONS	APP'D	SCALE	FIRE	<p>NELSON D. NELSON CITY ENGINEER R.C.E. No. 54435 EXP. 12/31/13</p>	<p>DATE</p>



Project Conditions

City of Corona

Project Number: CUP2023-0015

Description:

Applied: **5/15/2023**

Approved: **3/10/2025**

Site Address: **2460 S MAIN ST CORONA, CA 92882**

Closed:

Expired:

Status: **APPROVED**

Applicant: **Ali Raza**

8685 Orchard Park Dr Riverside Ca, 92508

Parent Project:

Details: **CUP2023-0015: Conditional Use Permit to allow for the establishment of a religious facility (mosque) within an existing, 4,330 square-foot residential dwelling, to be remodeled to accommodate the new use, on one lot located on the west side of South Main Street and south of Nanners Way at 2460 South Main Street. (Applicant: Ali Raza Rizvi, 8685 Orchard Park Drive, Riverside, CA 92508)**

LIST OF CONDITIONS

DEPARTMENT	CONTACT
BUILDING	Anthony Hurley
<ol style="list-style-type: none"> 1. A complete building code analysis for the project will be required due to the change of occupancy. 2. Access, sanitary facilities, and parking shall comply with Title 24 Handicap Requirements. 3. Construction activity shall not occur between the hours of 8:00 pm to 7:00 am, Monday thru Saturday and 6:00 pm to 10:00 am on Sundays and Federal Holidays. 4. Roofing material shall be Class A. 5. Provide occupancy separation(s) in the building(s) in accordance with CBC Chapter 5. 6. Project plans can be submitted electronically online. If hard copy plans are submitted for plan review, the applicant shall submit five (5) complete sets of plans including the following - * Plot Plan * Foundation Plan * Floor Plan * Ceiling and roof framing plan * Electrical Plans (electrical service shall be underground per Corona Municipal Code Section 15.06), including size of main switch, number and size of service entrance conductors, circuit schedule and demand load. * Plumbing and sewer plan, isometric, including underground diagram, water piping diagram, sewer or septic tank location, fixture units, gas piping and vents, heating and air conditioning diagram. * Landscape and Irrigation plans; Submit four (4) complete sets detached from building plans. Landscape Maintenance District plans shall be submitted directly to the Planning and Development Department, Development Services Division. Landscape plans shall be approved prior to the issuance of any Building Permits. If hard copy plans are submitted for plan review, the applicant shall submit two (2) sets of structural calculations, energy conservation calculations and soils reports. Architects/Engineers stamp and wet signature is required prior to submittal of plan check. 7. Upon tenant improvement plan check submittal there may be additional Building Department requirements. 8. Separate permits are required for all fences, walls, signs, and PV systems. 9. Comply with the Corona Burglary Ordinance contained in CMC chapter 15.52. Copies are available at the Building Division counter or online at www.CoronaCA.gov/Building. 10. All contractors must show proof of State and City licenses, and workmen's compensation insurance to the City prior to the issuance of permits. 11. Buildings shall not be occupied prior to posting of Certificate of Occupancy issued by the Building Division. 12. An approved Construction Waste Management Plan and Recycling Worksheets shall be kept on site and maintained by the applicant, and made available for inspection by City representatives at all times in accordance with the California Green Building Standards Code. Documentation which demonstrates compliance with the minimum recycling of waste materials required by CAL Green shall be provided to the building inspector prior to issuance of Certificate of Occupancy or Final Approval. 	



Project Conditions

City of Corona

BUILDING	Anthony Hurley
<ol style="list-style-type: none"> 13. Trash and recycling enclosures shall be accessible per CBC chapter 11B and meet the standards of the City's waste hauler (Waste Management). Provide enlarged plans and details for construction of trash/recycling enclosures. 14. All fees, including but not limited to, occupancy fees, property development tax, and school fees must be paid in full prior to issuance of building permits. Any development impact fees that apply to the project must be paid in full prior to NIC or CofO issuance. 15. Trash enclosure shall be located on a code-compliant accessible path of travel for employees. 16. Provide minimum sized solar PV and battery energy storage system per the California Energy Code. A separate permit is required 17. Utilities shall meet the utility authority's service requirements. Applicant shall coordinate the utility locations and design with the respective utility provider. 18. The on-site electrical service feeding the building shall be underground per CMC chapter 15.60. 19. Project shall be designed to conform to the applicable edition of the California Building Standards Code including local amendments, and the Corona Municipal Code. 20. A pre-construction meeting is required with the building inspector assigned to the project. You may schedule a pre-con meeting by calling 951-736-2250 or emailing Building.Inspection@CoronaCA.gov. 21. All deferred features and related permits shall be approved, and the building not be occupied, prior to issuance of CofO. Utilities will not be released until a CofO, TCO, or Temporary Utility Bond has been issued. 22. Project site shall be kept clean, secure, safe, and BMPs installed and maintained, and follow all city, state, and county requirements and due standard of care. 23. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable: <ol style="list-style-type: none"> A. California Building Code B. California Residential Code C. California Electrical Code D. California Mechanical Code E. California Plumbing Code F. California Energy Code G. California Fire Code H. California Green Building Standards Code 24. Project entitlement approvals shall be obtained prior to plan approval and issuance of Building permits. Final Conditions of Approval shall be made part of set of plans [Conditions of approval shall be pasted on plans] 25. Project plans shall show a parking summary to include the following: <ol style="list-style-type: none"> a) Number of parking spaces required/provided. b) Handicap parking spaces required/provided. (CBC 11A or 11B) c) Number of van accessible parking spaces required/provided. d) Number of EV and EVCS parking spaces required/provided. (CGBSC, sect. 5.106.5.3) e) Bicycle parking facilities required/provided. (CGBSC, sect. 5.106.4) 	
FIRE	Xente Baker
<ol style="list-style-type: none"> 1. Show two (2) all weather surface access ways to be approved by the Fire Marshal and construct the access way(s) to accommodate 70,000 lbs. gross vehicle weight during all phases of construction. 2. Meet with Corona Fire Department to determine locations of red curbing and signage by fire hydrants, fire department connections, and designated fire lanes on site. 3. A minimum fire flow of 3000 gallons per minute at 20 psi shall be provided for commercial structures. 4. Provide a code analysis that justifies the change of occupancy, provide at a minimum but not limited to, construction type, allowable area and height, occupancy classification, occupant load etc. 	



Project Conditions

City of Corona

FIRE	Xente Baker
	<ol style="list-style-type: none"> 5. A specific address, assigned by the City of Corona, Public Works Department, shall be provided for each building as specified by the fire department address standard which can be obtained at coronaca.gov/fire. Addresses must be illuminated during all hours of darkness. 6. Required fire code permits will be applied for and processed prior to final inspection and/or certificate of occupancy, Fire code permit application and all other guidelines are available at coronaca.gov. 7. Make application for and obtain Occupancy Classification change from the Building Division.
PLANNING	
	<ol style="list-style-type: none"> 1. To the fullest extent permitted by law, the applicant shall defend, indemnify and hold the City of Corona and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, in any manner arising out of, pertaining to, or incident to any attack against or attempt to challenge, set aside, void or annul any approval, decision or other action of the City of Corona, whether such approval, decision or other action was by its City Council, Planning and Housing Commission or other board, director, official, officer, employee, volunteer or agent. To the extent that Government Code Section 66474.9 applies, the City will promptly notify the applicant of any claim, action or proceeding made known to the City to which Government Code Section 66474.9 applies and the City will fully cooperate in the defense. The Applicant's obligations hereunder shall include, without limitation, the payment of any and all damages, consultant and expert fees, and attorney's fees and other related costs and expenses. The City shall have the right to retain such legal counsel as the City deems necessary and appropriate. 2. Nothing herein shall be construed to require City to defend any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action. If at any time Applicant chooses not to defend (or continue to defend) any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action, the City may choose, in its sole discretion, to defend or not defend any such action. In the event that the City decides not to defend or continue the defense, Applicant shall be obligated to reimburse City for any and all costs, fees, penalties or damages associated with dismissing the action or proceeding. If at any time both the Applicant and the City choose not to defend (or continue to defend) any action noted herein, all subject City approvals, decisions or other actions shall be null and void. The Applicant shall be required to enter into any reimbursement agreement deemed necessary by the City to effectuate the terms of this condition. 3. Any change in the hours of operation by the religious facility shall be disclosed in writing to the Planning and Development Department and is subject to the review and approval by the Planning and Development Director. 4. All signage shall be constructed in accordance with the signage standards established by the Corona Municipal Code (CMC) Chapter 17.74. 5. This permit hereby allowed is conditional upon the privileges being utilized by the securing of the first permit thereof, or compliance with all conditions on the granting of this conditional use permit within two (2) years after the effective date thereof, and if they are not utilized, or construction work is not begun within said time and carried on diligently to completion, this authorization shall become void, and any privilege or permit granted shall be deemed to have lapsed. 6. The project shall comply with all applicable requirements of the CMC and ordinances, if any, including the payment of all required fees. 7. Separate landscape plans shall be submitted at the time of building plan check and shall be approved prior to the issuance of a building permit. At time of plan check submittal, the applicant shall submit a landscape deposit in the amount of \$5,000 directly to the Planning Division to cover third-party landscape plan check and inspection fees. Any amount left remaining from the deposit will be returned to the developer upon project completion. 8. Prior to issuance of a Certificate of Occupancy, the project's on-site landscaping and irrigation shall be installed according to the project's approved landscape plans 9. The trash enclosure shall be consistent with CMC Chapter 17.78. The trash enclosure shall be constructed of decorative block with solid metal gates and covered with a solid or lattice cover painted to match the religious facility's color scheme. All gaps between the block enclosure and cover shall be secured with a durable metal mesh material or similar. 10. The conditional use permit (CUP) is only associated with the approval of a religious facility. Any future building, expansion, or intensification will require the applicant to submit a CUP modification application to the Planning Division for review.



Project Conditions

City of Corona

PLANNING	
	<ol style="list-style-type: none"> 11. The applicant shall provide parking lot half-diamond shaped landscape planters along the west parking row at a ratio of one per every six parking spaces. The planters shall be a minimum of five (5) feet in width including six-inch curbs (4 feet of plantable area) and shall contain a shade tree. 12. The applicant shall submit a separate fence and wall plan for all perimeter fences and walls for plan check and permits. 13. The applicant's landscape plan shall include a dense-type shrub along the exterior side of the easterly parking area for headlight buffering. The shrubs shall be a minimum of 3 feet in height at the time of installation. 14. A 6 P.C.C. curb is required around all planter areas. 15. The use of live turf is prohibited except in areas dedicated for recreational or functional needs such as bioretention basins. In lieu of live turf, the project may install groundcover, shrubs, trees, or other landscape materials as allowed by CMC Chapter 17.70. 16. The drive aisle extending west from the northerly driveway on Main Street shall be designed as a through-access connecting to the back drive aisle to allow for left turns to prevent possible vehicular stacking on Main Street from this driveway. [ADDED BY THE PLANNING AND HOUSING COMMISSION ON MARCH 10, 2025] 17. At no time shall there be any outdoor audible speakers or amplifying device. [ADDED BY THE PLANNING AND HOUSING COMMISSION ON MARCH 10, 2025] 18. Applicant shall notify congregants that parking and access on any residential street including Nanners Way is prohibited. [ADDED BY THE PLANNING AND HOUSING COMMISSION ON MARCH 10, 2025]
PUBLIC WORKS	
	<ol style="list-style-type: none"> 1. The Public Works, Planning and Development, and Utilities Department comments for the subject application shall be completed at no cost to any government agency. All questions regarding the intent of the comments shall be referred to the Planning and Development Department, Development Services Division. Should a conflict arise between City of Corona standards and design criteria and any other standards and design criteria, City of Corona standards and design criteria shall prevail. 2. The developer shall comply with the State of California Subdivision Map Act and all applicable City ordinances and resolutions. 3. Prior to issuance of grading permit, the applicant shall demonstrate to the satisfaction of the City Engineer that the proposed project will not unreasonably interfere with the use of any easement holder of the property. 4. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required. 5. The submitted site plan shall correctly show all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said site plan to be resubmitted for further consideration. 6. In the event that off-site right-of-way or easements are required for the City of Corona master plan facilities to comply with these conditions of approval, the developer is required to secure such right-of-way or easements at no cost to the City. 7. All existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Corona ordinances. 8. Prior to issuance of a Certificate of Occupancy, the developer shall cause the engineer of record to submit project base line work for all layers in AutoCAD DXF format on Compact Disc (CD) to the Development Services Division. If the required files are unavailable, the developer shall pay a scanning fee to cover the cost of scanning the as-built plans.



Project Conditions

City of Corona

PUBLIC WORKS

9. The developer shall monitor, supervise and control all construction and construction related activities to prevent them from causing a public nuisance including, but not limited to, insuring strict adherence to the following:
 - a) Removal of dirt, debris or other construction material deposited on any public street no later than the end of each working day.
 - b) Construction operations, including building related activities and deliveries, shall be restricted to Monday through Saturday from 7:00 a.m. to 8:00 p.m., excluding holidays, and from 10:00 a.m. to 6:00 p.m. on Sundays and holidays, in accordance with City Municipal Code 15.04.060, unless otherwise extended or shortened by the Public Works Director or Building Official.
 - c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site. Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.
10. Prior to issuance of a building permit, the developer shall finish the construction or post security guaranteeing the construction of all public improvements, as applicable. Said improvements shall include, but are not limited to, the following:
 - a) All street facilities.
 - b) All drainage facilities.
 - c) All required grading, including erosion control.
 - d) All required sewer, water and reclaimed water facilities.
 - e) All required landscaping.
 - f) All under grounding of overhead utilities, except for cables greater than 32k volts.
11. All the grading design criteria shall be per City of Corona standards, Corona Municipal Code Title 15 Chapter 15.36 and City Council Ordinance Number 2568, unless otherwise approved by the City Engineer.
12. Prior to approval of grading plans, the applicant shall submit two (2) copies of a soils and geologic report prepared by a Registered Engineer to the Planning and Development Department, Development Services Division. The report shall address the soil's stability and geological conditions of the site. If applicable, the report shall also address: deep seated and surficial stability of existing natural slopes; modified natural slopes which are subject to fuel zones; manufactured slopes and stability along proposed daylight lines; minimum required setbacks from structures; locations and length of proposed bench drains, sub-drains or french drains; and any other applicable data necessary to adequately analyze the proposed development.
13. Prior to approval of grading plans, erosion control plans and notes shall be submitted and approved by the Planning and Development Department, Development Services Division.
14. Prior to approval of grading plans, the applicant shall obtain a General Construction Activity Storm Water Permit from the State Water Resources Control Board in compliance with National Pollutant Discharge Elimination System (NPDES) requirements. Proof of filing a Notice of Intent (NOI) will be required by the City. The WQID # shall be displayed on the title sheet of the grading plans.
15. Prior to approval of grading plans, the applicant shall comply with the Federal Clean Water Act and shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be available at the project site for review.
16. Prior to the issuance of a grading permit the developer shall submit recorded slope easements or written letters of permission from adjacent landowners in all areas where grading is proposed to take place outside of the project boundaries.
17. Prior to release of grading security, the developer shall cause the civil engineer of record for the approved grading plans to submit a set of as-built grading plans with respect to Water Quality Control facilities.
18. All City of Corona NPDES permit requirements for NPDES and Water Quality Management Plans (WQMP) shall be met per Corona Municipal Code Title 13 Chapter 13.27 and City Council Ordinance Numbers 2291 and 2828 unless otherwise approved by the City Engineer.
19. Prior to the issuance of a grading permit, a Final WQMP, prepared in substantial conformance with the approved Preliminary WQMP, shall be submitted to the Planning and Development Department, Development Services Division for approval. Upon its final approval, the applicant shall submit one copy on a CD-ROM in PDF format.
20. Prior to the issuance of the first Certificate of Occupancy, the applicant shall record Covenants, Conditions and Restrictions (CC&R's) or enter into an acceptable maintenance agreement with the City to inform future property owners to implement the approved WQMP.



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21. Prior to issuance of the first Certificate of Occupancy, the applicant shall provide proof of notification to the future occupants of all non-structural BMPs and educational and training requirements for said BMPs as directed in the approved WQMP.
22. Prior to issuance of Certificate of Occupancy, the applicant shall ensure all structural post construction BMPs identified in the approved project specific Final WQMP are constructed and operational.
23. All the drainage design criteria shall be per City of Corona standards and the Riverside County Flood Control and Water Conservation District standards unless otherwise approved by the City Engineer.
24. Prior to approval of any improvement plans, the applicant shall submit a detailed hydrology study. Said study shall include the existing, interim and the ultimate proposed hydrologic conditions including key elevations, drainage patterns and proposed locations and sizes of all existing and proposed drainage devices. The hydrology study shall present a full breakdown of all the runoff generated on-site.
25. Prior to approval of improvement plans, the improvement plans submitted by the applicant shall address the following: The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site. The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow. The lot shall drain towards an approved water quality or drainage facility. Once onsite drainage has been treated it may continue into an approved public drainage facility or diverted through under-sidewalk parkway drains.
26. Street design criteria and cross sections shall be per City of Corona standards, approved Specific Plan design guidelines and the State of California Department of Transportation Highway Design Manual unless otherwise approved by the City Engineer.
27. Prior to approval of improvement plans, the improvement plans submitted by the applicant shall include the following:
 - a) All driveways shall conform to the applicable City of Corona standards and shall be shown on the street improvement plans.
 - b) Under grounding of existing and proposed utility lines.
 - c) All other public improvements shall conform to City of Corona standards.
28. Prior to approval of improvement plans, the improvement plans shall show all the streets to be improved to half width plus ten (10) additional feet unless otherwise approved by the City Engineer. At the discretion of the applicant, the existing pavement maybe cored to confirm adequate section and R values during the design process and any findings shall be incorporated into the project design. Therefore improvements may include full pavement reconstruction, grind and overlay, or slurry seal. All striping shall be replaced in kind.
29. Prior to release of public improvement security, the developer shall cause the civil engineer of record for the approved improvement plans to submit a set of as-built plans for review and approval by the Planning and Development Department, Development Services Division.
30. Prior to acceptance of improvements, the City Engineer may determine that aggregate slurry, as defined in the Standard Specifications for Public Works Construction, may be required one year after acceptance of street(s) by the City if the condition of the street(s) warrant its application. All striping shall be replaced in kind. The applicant is the sole responsible party for the maintenance of all the improvements until said acceptance takes place.
31. Prior to issuance of a building permit and/or issuance of a Certificate of Occupancy, the applicant shall pay all development fees, including but not limited to Development Impact Fees (DIF) per City Municipal Code 16.23 and Transportation Uniform Mitigation Fees (TUMF) per City Municipal Code 16.21. Said fees shall be collected at the rate in effect at the time of fee collection as specified by the current City Council fee resolutions and ordinances.
32. All the potable water, reclaimed water, and sewer design criteria shall be per City of Corona Utility Department standards and Riverside County Department of Health Services Standards unless otherwise approved by the City Engineer and Utility Department Directors.
33. Prior to issuance of any building permits, a domestic water and fire flow system shall be approved by the Planning and Development Department and constructed by the developer, to the satisfaction of the City Engineer and Fire Chief.
34. Prior to improvement plans approval, the applicant shall ensure that all water meters, fire hydrants or other water appurtenances shall not be located within a drive aisle or path of travel.
35. Prior to issuance of any building permits, the developer shall pay all water and sewer fees, including but not limited to connection fees, wastewater treatment fees, sewer capacity fees and all other appropriate water and sewer fees.



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36. The applicant shall dedicate easements for all public water and sewer facilities needed to serve the project in accordance the Utilities Department standards. The minimum easement width shall be 20 feet for one utility and 30 feet for more than one public utility facility. All public water and sewer facilities shall be provided a minimum 20 foot wide paved access road unless otherwise approved by the Utilities Department Director. Structures and trees shall not be constructed or installed within a public utility easement.
37. Prior to building permit issuance, the applicant shall construct or guarantee the construction of a private fire system with double detector check assemblies at all public fire services to the satisfaction of the Utilities Department and Fire Chief.
38. Fire Hydrants shall be a maximum 250-300 feet apart or as directed by the Fire Department.
39. Manhole rim elevations shall be lower than all pad elevations immediately downstream. Otherwise a back flow prevention valve will be required.
40. Static pressures exceeding 80 psi require an individual pressure regulator.
41. Reclaimed water shall be used for any construction activity, unless otherwise approved by the Utilities Director or their designee. Prior to obtaining a reclaimed construction meter from the City, a Reclaimed Water Application shall be submitted for the contractor to receive certification to handle reclaimed water.
42. Prior to issuance of a grading permit, the well on the property will be removed. Removal shall be subject to any requirements imposed by the Utilities Department and Riverside County Department of Environmental Health.
43. Prior to the approval of the public improvement plans, the access on Nanners Way will be gated and used as an emergency entrance only.



8685 Orchard Park Drive, Riverside, CA92508
Sajjadia786110@gmail.com
<https://sajjadiaislamicsociety.org/>

02/24/2025

Planning Department

City of Corona

***Re: Application for Conditional Use Permit for
Sajjadia Islamic Society Property located at
2460 South Main Street, Corona CA 92882***

Dear Sir/Madam,

Following is the Scope of Work for the Conditional Use Permit for Sajjadia Islamic Society property located at 2460 South Main Street, Corona.

a. Proposed Land Use and Surrounding Uses

The property located at 2460 S Main Street, Corona CA, will be used as a Prayer Hall and Learning Center. Prayer Services will be held inside the existing building while the open area around the building will be mainly utilized for parking purposes. Expected usage of the property will be on Thursday Evenings, Friday afternoon, and Sunday Mornings with an average occupancy of between 50 to 75 individuals. About 75% will be from the age 18 to 75 and above age group, 20% from the 12 to 17 age group, and the remaining 5% under the age of 5 years. The proposed use of the remodeled building will be used as a mosque for prayer services and a learning center. We are proposing two prayer halls: the men's prayer hall will be approximately 1043 sq. ft. with an occupancy load of 105 persons, whereas the ladies' prayer hall will be approximately 632 sq. ft. with an occupancy load of 64 persons. These halls will be used for prayers and religious learning purposes. Attached to the prayer halls, reading rooms are proposed, one for men and one for ladies, for reading religious scriptures/books.

During special event / holiday (10 days) if the facility is expecting a large attendees, volunteers will be stationed in parking lot to direct traffic

b. Site design

The Site design includes existing building structure covered area estimated at 4330 sq. ft. with a lot size of 59,677 Sq. Ft. Currently, there are no plans for making any structural modifications to the existing building/structure located on the property. We will be remodeling the interior to convert the house into a mosque.

Architecture and Materials

The current structure is mainly stucco over a wooden frame, and in some places on the south and west walls, wooden siding finish is present. The existing roof has a concrete roof tile with no modifications planned at this time.

c. Parking and Access

The entrance of the property will be on the east side facing Main street towards North (existing entrance) and the Exit of the property will be on the east side facing Main street towards South (existing exit). The gate on the North of the property facing Nanners Way will only be used by the Fire Dept. The entrance and exit are marked on the Site Drawings. Parking will be located in the open space located to the East, South & West of the building. Accessible parking proposed on the East side facing Main street. Refer to site drawings to review our Parking construction plan.

The proposed use requires 67 parking spaces, this project is providing 64 regular (this is inclusive of 2 parking stalls in the garage), 1 compact parking spaces & 3 accessible parking spaces. So the total parking stalls provided will be 68 parking spaces

d. Operations

This mosque will conduct 5 times daily prayers, with nominal attendances.

On Friday afternoon, and Sunday Mornings an average occupancy is expected between 50 to 75 individuals.

During special event / holiday and 10 days of Muharram this facility is expecting a large attendees, volunteers will be stationed in parking lot to direct traffic.

This Facility will be managed by volunteers / Organizations office holders

e. Landscaping

Current Landscaping plans include Grass, Shrubs, and Mulch around the property in addition to the parking lot that will be located on the South side of the main building structure. Details will be included in the landscaping plan to be submitted at construction document / permit stage.

Feel free to call me any time if you have any questions at the number listed below.

Warm regards,

A handwritten signature in black ink, appearing to read 'Ali Raza Rizvi', written in a cursive style.

Ali Raza Rizvi

President, Sajjadia Islamic Society

Sajjadia786110@gmail.com/ (949) 293-2661

From: Rebecca Lowe <backyto@yahoo.com>
Sent: Monday, March 3, 2025 10:14 AM
To: Brendan Dalde <Brendan.Dalde@coronaca.gov>
Subject: Mosque Main Street, Corona

Hello, Mr. Dalde

Every day, myself and several seniors and other community walkers, use main street to access the Walgreens Chase bank, etc. My group specifically do not drive.

On this morning's walk, I noticed the huge sign from the city of Corona, announcing a meeting on March 10 regarding the possible placement of a mosque on Main Street. I know you know where I'm talking about.

I know you are familiar, there is already a mosque at 465 Santana, which is maybe at the most, two blocks, away from where this new site wants to be built.

Never mind the community members walking, but this Mosque, would be across from the Lee Pollard School, where there are kids going up and down that sidewalk, also every day. A lot of them use scooters, but we have to share that sidewalk with them too. If we happen to be out during the time they're going to school or being discharged from school.

How are you going to secure or how are you going to provide safety, to the walkers that use that sidewalk, when you've got people pulling in and out of a parking lot, associated with that mosque?

I wonder if you've notified the neighbors in the two-story homes, directly behind that property?

If it wasn't for my walk, I wouldn't have known about it and neither with my neighbors. They know now.

We will not be attending the meeting.

Have you posted this information on the city's website?

A couple of years ago that same site was being excavated or at least cleaned up around the ranch style building that has remained there. That building was repainted. Someone from the city sent us or came to our building and passed out information sheets about that particular piece of property. We will find it in our files. It never mentioned anything about building a mosque there in the future.

You would be wise not to ignore the seniors in the city, many of us to have a couple of college degrees, and we've also paid taxes to this city.

I would appreciate a response from you

Thank you

Reba Lowe

EXHIBIT 8



NOTICE OF EXEMPTION

<p>TO:</p> <p><input type="checkbox"/> Office of Planning and Research P. O. Box 3044, Room 113 Sacramento, CA 95812-3044</p>	<p>FROM: Name: City of Corona, Planning & Development Department (Public Agency)</p> <p>Address: 400 S. Vicentia Ave., Suite 120, Corona, CA 92882</p> <p>Telephone: 951-736-2434</p>
<p><input checked="" type="checkbox"/> Clerk of the Board of Supervisors or County Clerk (Riverside) Address: 2724 Gateway Dr. Riverside, CA 92507</p>	

1. Project Title:	Conditional Use Permit – CUP2023-0015
2. Project Applicant:	Ali Raza Rizvi, 8685 Orchard Park Drive, Riverside, CA 92508
3. Project Location – Identify Street address and cross streets or attach a map showing project site (preferably a USGS 15’ or 7 1/2’ topographical map identified by quadrangle name):	2460 South Main Street, Corona, CA 92882, (APN: 113-310-010)
4. (a) Project Location – City: Corona	(b) Project Location – County: Riverside
5. Description of nature, purpose, and beneficiaries of Project:	A Conditional Use Permit for the establishment of a 4,330 square-foot religious facility (mosque) on one lot measuring 1.37-acres in area, located in the R-1-8.4 (Single-Family Residential) Zone at 2460 South Main Street (APN 113-310-010).
6. Name of Public Agency approving project:	City of Corona
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	Ali Raza Rizvi, 8685 Orchard Park Drive, Riverside, CA 92508
8. Exempt status: (check one)	
(a) <input type="checkbox"/> Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) <input type="checkbox"/> Not a project.	
(c) <input type="checkbox"/> Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))

(d) <input checked="" type="checkbox"/> Categorical Exemption. State type and section number:	Class 1 (Existing Facilities) Categorical Exemption per Section 15301 (of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.28 of the City's Local CEQA Guidelines.
(e) <input type="checkbox"/> Declared Emergency.	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(f) <input type="checkbox"/> Statutory Exemption. State Code section number:	
(g) <input type="checkbox"/> Other. Explanation:	
9. Reason why project was exempt:	The project proposes to establish a religious facility with no exterior modifications to the building and negligible or no expansion of the dwelling's former use.

10. Lead Agency Contact Person: Telephone:	Brendan Dalde, Assistant Planner (951) 739-4918
11. If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.	
12. Has a Notice of Exemption been filed by the public agency approving the project? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
13. Was a public hearing held by the Lead Agency to consider the exemption? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, the date of the public hearing was: March 10, 2025	

Signature

Date: March 10, 2025

Brendan Dalde
Name

Title: Assistant Planner

Signed by Lead Agency

Signed by Applicant

Date Received for Filing: Click to enter date

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



City of Corona
Planning & Housing Commission Minutes

Monday, March 10, 2025, 6:00 p.m.
Council Chambers
400 S. Vicentia Avenue
Corona, CA 92882

Commission Present: Matt Woody, Marie Vernon, Sarah Longwell, Karen Alexander

Commission Absent: Craig Siqueland

1. **PLEDGE OF ALLEGIANCE**

Commissioner Vernon led the Pledge of Allegiance.

2. **CALL TO ORDER**

Chair Longwell called the meeting to order.

3. **MEETING MINUTES**

3.1 **MINUTES - February 24, 2025**

A resident addressed the Commission with a request to speak, and Chair Longwell confirmed the speaker wanted to wait for the Public Hearing item.

These minutes were approved.

Moved by: Karen Alexander

Seconded by: Marie Vernon

Aye (4): Matt Woody, Marie Vernon, Sarah Longwell, and Karen Alexander

Absent (1): Craig Siqueland

Motion APPROVED (4 to 0)

4. **COMMUNICATIONS FROM THE PUBLIC**

None.

5. **CONSENT CALENDAR**

None.

6. **PUBLIC HEARINGS**

6.1 **CUP2023-0015**

Brendan Dalde, Assistant Planner, reviewed the staff report and exhibits for CUP2023-0015.

Discussion ensued between the Commission and staff regarding the project's access, vehicular queuing at the entrance, on-site circulation, parking, and potential noise and light impacts. Staff provided clarification.

Chair Longwell opened the public hearing.

Asad Basravi, applicant, provided the Commission a brief history of their religious denomination and of their proposed project, and addressed various questions from the Commission and staff.

Fernando and Maricelda Gomez, residents, expressed concern for potential overflow parking issues on Nanners Way.

Ramiro Gonzalez, resident, expressed concerns about potential lighting, noise, and traffic issues.

Melissa and Jessie Arreola, residents, spoke in opposition of the project.

Leon Matsuki, resident, expressed concerns with potential noise levels from the project.

Jose Sanchez, resident, expressed traffic concerns related to the project.

Waseem Rashid, project architect, addressed the Commission's questions regarding potential revisions to the project's on-site circulation and access.

Hasnain Khaku, project developer, expressed appreciation to the Commission for consideration of their application.

Mr. Bazravi, addressed concerns raised by the Commission and resident speakers.

Joanne Coletta, Planning and Housing Commission Director, provided clarifying comments regarding parking and traffic concerns.

Chair Longwell closed the public hearing.

Commission and staff discussion continued, and Commission moved to vote with additional conditions of approval.

Moved by: Marie Vernon

Seconded by: Karen Alexander

That the Planning and Housing Commission find the project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, and adopt Resolution No. 2661 GRANTING CUP2023-0015, based on the findings contained in the staff report and conditions of approval, with the added conditions that: The drive aisle extending west from the northerly driveway on Main Street shall be designed as a through-access connecting to the back drive aisle to allow for left turns to prevent possible vehicular stacking on Main Street from this driveway; At no time shall there be any outdoor audible speakers or amplifying device; Applicant shall notify congregants that parking access on any residential street including Nanners Way is prohibited.

Aye (4): Matt Woody, Marie Vernon, Sarah Longwell, and Karen Alexander

Absent (1): Craig Siqueland

Motion APPROVED (4 to 0)

7. WRITTEN COMMUNICATIONS

None.

8. ADMINISTRATIVE REPORTS

None.

9. COMMISSIONERS' REPORTS AND COMMENTS

None.

10. FUTURE AGENDA ITEMS

Future agenda items are to be determined.

11. ADJOURNMENT

Chair Longwell adjourned the meeting at 6:44 p.m. to the Planning and Housing Commission meeting of Monday, March 24, 2025, commencing at 6:00 p.m. in the City Hall Council Chambers.