CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, May 03, 2022
Regular Meeting: 6:00 PM | Closed Session: Immediately Following Regular Session

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Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours.

AGENDA

MEETING PARTICIPATION NOTICE

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming as well as open to public attendance subject to social distancing and applicable health orders. All City of Beaumont public meetings will be available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access.

beaumontca.gov/livestream

Public comments will be accepted using the following options.

1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: **nicolew@beaumontca.gov**

2. Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call **(951) 922 - 4845.**

3. In person comments subject to the adherence of the applicable health orders and social distancing requirements.

In compliance with the American Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's office using the above email or call **(951) 572 - 3196**. Notification 48 hours prior to a meeting will ensure the best reasonable accommodation arrangements.

CLOSED SESSION - IMMEDIATELY FOLLOWING REGULAR SESSION

REGULAR SESSION - 6:00 PM

CALL TO ORDER

Mayor White, Mayor Pro Tem Martinez, Council Member Fenn, Council Member Santos, Council Member Lara
Action of any Requests for Excused Absence
Pledge of Allegiance
Invocation
Adjustments to the Agenda
Conflict of Interest Disclosure

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

1. **Recycled Water Update - Presentation by Albert A. Webb Associates**

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

2. **Approval of Minutes**

   Recommended Action:

   Approve Minutes dated April 19, 2022.

3. **Ratification of Warrants**

   Recommended Action:

   Ratify Warrants dated:

   April 12, 2022, and
   April 19, 2022.

4. **Second Reading to Adopt an Ordinance of the City of Beaumont Regarding Assembly Bill 481 – Military/Specialized Police Equipment Policy and Use**

   Recommended Action:

   Waive the second full reading and adopt by title only, "An Ordinance of the City of Beaumont for the Adoption of a Military Equipment Use Policy, Otherwise Referred to Herein as a Specialized Police Equipment Use Policy, Pursuant to Assembly Bill 481 and Government Code §7070 for Beaumont Police Department."

5. Accept Security Agreement and Performance and Payment Bonds and Authorize Staff to Issue a Bond Exoneration Letter for Performance and Payment Bonds

Recommended Action:

Accept Security Agreement and Performance and Payment Bonds for (Project / Bond Number / Improvement):

- Tract Map No. 31462-21 / 9398687 / Monuments,
- Tract Map No. 31462-22 / 9398688 / Monuments,
- Tract Map No. 31462-22 / 21BSBIV3421 / Street,
- Tract Map No. 31462-21 / 21BSBIV3420 / Street,
- Tract Map No. 31462-21 / 21BSBIV3419 / Storm Drain,
- Tract Map No. 31462-22 / 21BSBIV3418 / Storm Drain,
- Tract Map No. 31462-22 / 21BSBIV3416 / Sewer, and
- Tract Map No. 31462-21 / 21BSBIV3417 / Sewer.

Authorize Staff to issue a Bond Exoneration Letter for Performance and Payment Bonds for (Project / Bond Number / Improvement):

- Tract Map No. 31462-21 / 1001124471 / Monuments,
- Tract Map No. 31462-22 / 1001124472 / Monuments,
- Tract Map No. 31462-22 / 1001124466 / Street,
- Tract Map No. 31462-21 / 1001124467 / Street,
- Tract Map No. 31462-21 / 1001124474 / Storm Drain,
- Tract Map No. 31462-22 / 1001124475 / Storm Drain,
- Tract Map No. 31462-22 / 1001124454 / Sewer, and
- Tract Map No. 31462-21 / 1001124453 / Sewer.

6. Final Approval of Parcel Map No. 37938

Recommended Action:

Approve Parcel Map No. 37938 as it is in substantial conformance with the approved tentative map.

7. Final Approval of Tract Map No. 37696 and Acceptance of Security Agreement and Performance and Payment Bonds

Recommended Action:

Approve Parcel Map No. 37696 as it is in substantial conformance with the approved tentative map and Accept Security Agreement and Performance and Payment Bonds for (Project / Bond Number / Improvement):

- Tract Map No. 37696 / 107590445 / Monuments,
- Tract Map No. 37696 / 107590449 / Streets,
- Tract Map No. 37696 / 107590438 / Storm Drain, and
- Tract Map No. 37696 / 107590436 / Sewer.

8. Consideration of Re-Ratification of Local Emergency and Re-Authorizing the Use of Teleconferencing to Conduct Public Meetings

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Executive Order N-09-21, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Beaumont for the Period of May 3, 2022, through June 7, 2022, Pursuant to Provisions of the Ralph M. Brown Act.”

Or take no action, resulting in the discontinuation of teleconferenced meetings exemptions under Assembly Bill 361.

9. Second Amendment to the Professional Service Agreements with Scott Fazekas and Associates, Inc., and Willdan Engineering for Building and Plan Check Services for the Final One-Year Extension through July 1, 2023

Recommended Action:

Approval of the final one-year extensions to the professional service agreements with Scott Fazekas and Associates, Inc. and Willdan Engineering for Building and Plan Check Services.

10. Second Amendment to the Professional Service Agreements with Chambers Group, Inc. and PlaceWorks, Inc. for On-Call Environmental Services for the Final One-Year Extension through July 1, 2023

Recommended Action:

Approve the final one-year extensions of the professional service agreements with Chambers Group, Inc. and PlaceWorks, Inc. for on-call environmental services.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

11. Authorize Employment Contract - Community Services Director

Recommended Action:

Approve the employment agreement with Doug Story as Community Services Director and authorize the Interim City Manager to sign the agreement.

12. Approval of the FY 2022/23 Local Responsibility Area Wildland Protection Reimbursement Agreement

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Approving an Agreement with the California Department of Forestry and Fire Protection for Services from July 1, 2022, through June 30, 2023 for Fire Protection Services within the Local Responsibility Areas within the City,” and

Approve the FY 2022/23 agreement with CalFIRE for fire protection services within the Local Responsibility Areas within the City in the amount of $40,493.70.

13. Public Works Agreement with Crosstown Electrical & Data, Inc. for Maintenance Services for Annual Citywide Traffic Signal Maintenance in an Amount Not to Exceed $17,700 per Year, for Three Years; for a Total Not to Exceed Maintenance Amount of $53,100

Recommended Action:

Award a Public Works Agreement to Crosstown Electrical & Data, Inc. for maintenance services for annual citywide traffic signal maintenance in an amount not to exceed $17,700 per year for three years; for a total not to exceed maintenance amount of $53,100.

14. Consideration of a Letter of Opposition to Assembly Bill 2011

Recommended Action:

It is recommended that the City Council consider this letter of opposition and take action as it deems appropriate.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

15. Current Pending Litigation

INTERIM CITY MANAGER REPORT

16. Update on Weaver Mortuary

Recommended Action:

Receive and file.

FUTURE AGENDA ITEMS

COUNCIL REPORTS

- **Lara**
- **Santos**

- **Fenn**
- **Martinez**
- **White**

CLOSED SESSION - IMMEDIATELY FOLLOWING REGULAR SESSION

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session with be made in the City Council Chambers.

Public Comments Regarding Closed Session

1. **Public Employee Appointment Pursuant to Government Code Section 54957 Title: City Manager**

Report out from Closed Session
Action on any Closed Session Items

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 17, 2022, at 5:00 p.m., unless otherwise posted.

City of Beaumont

Salt Mitigation and RW Project Update

May 3, 2022

ALBERT A. WEBB ASSOCIATES

ME LD SE TT PE MF CMI LSM LA GIS

Strength through History & Innovation

Construction Update – December 2018

Item 1.

Construction Update – Current

Construction Update – Current

Item 1.

Construction Update – Current

Construction Update

Outstanding Items

- Sludge piping - replacement of existing WAS pipes
- Ground cover and erosion control
- Minor road modifications for sludge trucks
- Minor centrifuge modifications
- Brineline vents to relieve airlocking at siphon

Project Schedule

- Construction complete - October 2022
- Regional Board Discharge Permitting – June 2022 (est.)
- Department of Drinking Water RW Permit – Dec. 2022 (est.)

Permitting – Regional Water Quality Control Board

Waste Discharge Requirements & Master Recycling Permit

- Reviewing draft permit
- Scheduled for adoption at June 2022 Board Mtg.
- Interim TDS limit until end of 2022 to account for RO system being offline
- TDS makeup compliance timeline changed from January 2025 to January 2027
  - Assumes RO back online by September 2022
  - Run 4 or 5 RO units until 2027
  - This potentially max out City ownership in IEBL and OCSD
- TIN makeup compliance changed from January 2025 to January 2027
- Groundwater recharge using RW or FAT will require a permit amendment

Permitting – Department of Drinking Water

Department of Drinking Water – Permit to Produce RW

- UV Validation study complete in October 2021
- Final inspection by DDW following completion of construction
- RW Permit to produce recycled water issued following final inspection – December 2022 (est.)

Department of Drinking Water – Permit to Distribute RW

- BCVWD is the approved purveyor of recycled water in Beaumont
- Unaware that the permitting process has begun
- Estimated timeline for permitting is 18-24 months after inception

Max Benefit Agreement

City of Beaumont Requirements

- Reduce salts (TDS) and Nitrogen (TIN) in the WWTP effluent
- Remove excess TDS and TIN discharged since permit inception in 2015
- Produce and distribute recycled water over the groundwater basin

BCVWD Requirements

- Distribute recycled water over the groundwater basin

Questions & Discussion

CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, April 19, 2022
Regular Meeting: 6:00 PM

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MINUTES

CLOSED SESSION - 4:30 PM

CALL TO ORDER at 4:34 p.m.

Present: Mayor White, Mayor Pro Tem Martinez, Council Member Fenn, Council Member Santos, Council Member Lara

Public Comments Regarding Closed Session

None

Interim City Manager, Elizabeth Gibbs recused herself due to conflicts of interest on Closed Session Items 1 and 2.

1. Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957

   Motion by Council Member Fenn
   Second by Mayor White

   To approve mutual separation and settlement agreement with former City Manager, Todd Parton.
   Approved by a unanimous vote.

   Motion by Mayor White
   Second by Council Member Lara

   To approve separation and settlement agreement with Assistant City Manager, Kristine Day.

Approved by a unanimous vote.

2. Conference with Labor Negotiators Pursuant to Government Code 54957.6. Agency Designated Representative: Mayor Lloyd White or His Designee. Unrepresented Employee: Interim City Manager

   No reportable action.

3. Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3): Two Claims: (i) Late Claim By Cesar Munoz Delgado; and (ii) Claim of James Gregg

   Claim of James Gregg: No reportable action.

   Late Claim of Cesar Munoz Delgado:
   Motion by Council Member Lara
   Second by Council Member Santos

   To ratify the denial of application to file a late claim from Cesar Munoz Delgado.
   Approved by a unanimous vote.

   Motion by Council Member Lara
   Second by Mayor Pro Tem Martinez

   To defend and indemnify the County of Riverside in the case pursuant to the terms of an existing MOU between the City and County

4. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives Interim City Manager Elizabeth Gibbs and Administrative Services Director Kari Mendoza. Employee Organizations: SEIU

   No reportable action.

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:03 p.m.

Present: Mayor White, Mayor Pro Tem Martinez, Council Member Fenn, Council Member Santos, Council Member Lara

Report out from Closed Session: ***see above.***
Action on any Closed Session Items: ***see above.***

Action of any Requests for Excused Absence: **None.**
Pledge of Allegiance
Adjustments to the Agenda: **Move Item 13 before the Public Hearings**
Conflict of Interest Disclosure

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

K. Walton - *Representing the Pass Water Agency introduced himself to Interim City Manager E. Gibbs.*
R. Berg - *Raised concerns regarding the added containers on the mortuary property.*
L. Smilac - *Raised concerns regarding the Banning Point warehouse and its impacts on traffic.*

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

Request to pull Item 4 for public comment.

1. Approval of Minutes

   Recommended Action:

   Approve Minutes dated April 5, 2022.

2. Ratification of Warrants

   Recommended Action:

   Ratify Warrants dated:

   March 24, 2022, and
   April 1, 2022.

3. FY2022 General Fund and Wastewater Fund Budget to Actual through March 2022 and Third Quarter Investment Report and Certification

   Recommended Action:
   Receive and file attached reports.

4. Accept Security Agreement and Performance and Payment Bonds

   Recommended Action:

Accept Security Agreement and Performance and Payment Bonds for (Project / Bond number / Improvement):

- **Tract Map No. 31462-16 / 30152515 / Streets;**
- **Tract Map No. 31462-26 / 30152512 / Streets;**
- **Parcel Map No. 37938 / LICX1209830 / Survey Monuments;**
- **Tract Map No. 31462-20 / 30148216 / Sewer;**
- **Tract Map No. 31462-20 / 30148220 / Storm Drain;**
- **Tract Map No. 31462-23 / 30148217 / Sewer;**
- **Tract Map No. 31462-23 / 30148221 / Storm Drain;**
- **Tract Map No. 31462-24 / 30148218 / Sewer;**
- **Tract Map No. 31462-24 / 30148222 / Storm Drain;**
- **Tract Map No. 31462-16 / 30152514 / Sewer;**
- **Tract Map No. 31462-16 / 30152516 / Storm Drain;**
- **Tract Map No. 31462-26 / 30152513 / Sewer; and**
- **Tract Map No. 31462-26 / 30152511 / Storm Drain.**

5. Authorize Staff to Issue a Bond Exoneration Letter for Performance and Payment Bonds, and Accept Maintenance Bonds

Recommended Action:

Authorize City staff to issue a Bond Exoneration Letter for Performance and Payment Bonds and Accept Maintenance Bonds for (Project / Bond Number / Improvement / Maintenance Bond Number):

- **Tract Map No. 27971-3 / 1001053556 / Sewer / 1001053556-M,**
- **Tract Map No. 27971-2 / 1001053555 / Sewer / 1001053555-M,**
- **Tract Map No. 27971-5 / PB03010405608 / Sewer / PB03010405608-M, and**
- **Tract Map No. 27971 / 1001053559 / Force Main Sewer / 1001053559-M.**

6. A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Three Easements for Drainage Purposes; Approve the Certificate of Acceptance for Three Easements for Drainage Purposes; and Record the Offer of Dedication Documents with the Riverside County Clerk Recorder's Office

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Three Easements for Drainage Purposes;" Approve the Certificate of Acceptance for Three Easements for Drainage Purposes; and record the Offer of Dedication documents with the Riverside County Clerk Recorder's Office.

7. Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont-Cherry Valley Rotary Club Cherries Jubilee Event

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing the Waiver of a One-Time Facility Use Fee at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont Cherry Valley Rotary Club."

8. Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for the Pass Patchers Quilt Guild

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing the Waiver of a One-Time Facility Use Fee at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Pass Patchers Quilt Guild."

9. Authorize the Purchase of KACE Systems Management Appliance Solution with Dell, Inc. in an Amount Not to Exceed $36,345.88

Recommended Action:

Approve and authorize the issuance of a purchase order to Dell, Inc. for the KACE Systems Management Appliance in the amount of $36,345.88.

10. Ratification of Emergency Repair Costs to T.E. Roberts, Inc., for the City's Wastewater Collect System Force Main Line Repairs in the Amount of $34,279.47

Recommended Action:

Ratification of emergency repair costs to T.E. Roberts, Inc. for the City's wastewater collection system force main line repairs in the amount of $34,279.47.

Motion by Council Member Fenn
Second by Council Member Lara

To approve Consent Calendar items 1-3 and 5-10.

Approved by a unanimous vote.

4. Accept Security Agreement and Performance and Payment Bonds

Recommended Action:

Accept Security Agreement and Performance and Payment Bonds for (Project / Bond number / Improvement):

- **Tract Map No. 31462-16 / 30152515 / Streets;**
- **Tract Map No. 31462-26 / 30152512 / Streets;**
- **Parcel Map No. 37938 / LICX1209830 / Survey Monuments;**
- **Tract Map No. 31462-20 / 30148216 / Sewer;**
- **Tract Map No. 31462-20 / 30148220 / Storm Drain;**
- **Tract Map No. 31462-23 / 30148217 / Sewer;**
- **Tract Map No. 31462-23 / 30148221 / Storm Drain;**
- **Tract Map No. 31462-24 / 30148218 / Sewer;**
- **Tract Map No. 31462-24 / 30148222 / Storm Drain;**
- **Tract Map No. 31462-16 / 30152514 / Sewer;**
- **Tract Map No. 31462-16 / 30152516 / Storm Drain;**
- **Tract Map No. 31462-26 / 30152513 / Sewer; and**
- **Tract Map No. 31462-26 / 30152511 / Storm Drain.**

Public Comment:

D. Hendrix – ***Representative of Meritage Homes, appreciative of staff during this project.***

Motion by Council Member Lara
Second by Council Member Fenn

To approve as recommended.

Approved by a unanimous vote.

13. Authorize Employment Contract with Interim City Manager

Recommended Action:

Approve the employment agreement with Elizabeth Gibbs and authorize the Mayor to sign the agreement.

Motion by Mayor White
Second by Council Member Lara

To approve the employment agreement with Elizabeth Gibbs and authorize the Mayor to sign the agreement.

Approved by a unanimous vote.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

11. Public Hearing and First Reading to Approve An Ordinance of the City of Beaumont Regarding Assembly Bill 481 – Military/Specialized Police Equipment Policy and Use

    Public Hearing opened at 6:44 p.m.
    No comments
    Public Hearing closed at 6:48 p.m.

    Motion by Council Member Lara
    Second by Council Member Santos

    To waive the full first reading and approve by title only, "An Ordinance of the City Of Beaumont for the adoption of a Military Equipment Use Policy, otherwise referred to herein as a Specialized Police Equipment Use Policy, Pursuant to Assembly Bill 481 and Government Code §7070 for Beaumont Police Department."

    Approved by a unanimous vote.

12. Public Hearing: Fiscal Year 2022/23- 2024/25 Short Range Transit Plan- Final Draft

    Public Hearing opened at 6:44 p.m.
    No comments
    Public Hearing closed at 6:48 p.m.

    To adopt the plan.

    Approved by a unanimous vote.

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

14. FY2021 Single Audit Report

    Motion by Council Member Lara
    Second by Mayor White

    To receive and file attached report.
    Approved by a unanimous vote.

15. Financial Training Presentation

    Consensus by Council to direct staff to make modifications to the presentation to include financial statement notes and findings.

16. Ratification of Purchase Order Approval for Emergency Repair Costs to Upper Oak Valley Lift Station Pump Repair Payable to Xylem Water Solutions USA, Inc., in an Amount Not to Exceed 44,398.64

Motion by Council Member Fenn
Second by Mayor White

To ratify the approval of purchase order for emergency repairs completed and payable to Xylem Water Solutions USA, Inc., for an amount of $40,362.40 plus an additional 10% contingency for additional freight and shipping charges.
Approved by a unanimous vote.

17. Approve the Purchase of a Superior Playground Structure and Shade Sail Structure in the Amount Not to Exceed $42,100.35 from Kraftsman Commercial Playground and Water Parks, Inc.

Motion by Council Member Lara
Second by Council Member Santos

To approve the Purchase of a Superior Playground Structure and Shade Sail Structure in the Amount Not to Exceed $42,100.35 from Kraftsman Commercial Playground and Water Parks, Inc.

Approved by a unanimous vote.

18. Second Amendment to the Professional Services Agreement for the PLC Upgrade Project with SKM Engineering, LLC in an Amount Not to Exceed $21,777

Motion by Mayor Pro Tem Martinez
Second by Council Member Lara

To approve the Second Amendment to the Professional Services Agreement for the PLC Upgrade Project with SKM Engineering, LLC in an Amount Not to Exceed $21,777;
And Item 19: To approve Change Order No. 3 for the PLC Upgrade Project with Southern Contracting Company in an Amount Not to Exceed $71,531.

Approved by a unanimous vote.

19. Change Order No. 3 for the PLC Upgrade Project with Southern Contracting Company in an Amount Not to Exceed $71,531

See above.

20. Approval of City Attorney Invoices for the Month of March 2022

City Attorney, John Pinkney recused himself on this item.

Motion by Council Member Lara
Second by Mayor White

To approve invoices in the amount of $150,902.85.

Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE
Economic Development Committee Report Out

CITY TREASURER REPORT
Finance and Audit Committee report out from Council Member Fenn.

CITY CLERK REPORT
Gave a progress report of projects and public records requests for the month of March within the City Clerk's office.

CITY ATTORNEY REPORT
No report.

INTERIM CITY MANAGER REPORT

21. Department Projects Update - March 2022

FUTURE AGENDA ITEMS

COUNCIL REPORTS
Lara - *Gave a report out from WRCOG, thanked staff for the Easter Egg Drop event.*
Santos - *Attended the Morongo Outreach event and the ground break for a mobility hub and congratulated E. Gibbs.*
Fenn - *Gave a report out from the TNOW meeting.*
Martinez - *Attended the Student of the Month event, Vietnam Veteran event, Banning Chamber Installation event, and RCA meeting and welcomed E. Gibbs.*
White - *No report.*

ADJOURNMENT at 7:54 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 3, 2022, at 5:00 p.m., unless otherwise posted.

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Tuesday, April 12, 2022

Printed Checks	111021	$	106.42	Utility Refunds
	111022-111026	$	201,311.51	FY21/22
NvoicePay	APA000905-APA000961	$	234,429.90	
ACH	575-576	$	55,689.40	
Manual Payment	DFT0003664	$	(1,365.69)	APA Payment Return
	A/P Total	$	490,065.12	
Bank Drafts	Global Payments	$	14,551.86	CC Fees
	Affant Communication	$	654.70	Phone Utility
	Authnet Gateway	$	50.50	CC Processing Fee
	Guardian	$	23,143.96	Apr-22
	Return Settlement	$	8,313.26	Utility Draft Returns

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

Check Report

By Check Number

Date Range: 04/02/2022 - 04/12/2022

City of Beaumont, CA

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
1500	EXCLUSIVE RISK MANAGEMENT AUTHORITY OF	04/12/2022	EFT	0.00	25,362.03	575

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
100029	Invoice	04/11/2022	21/22 APIP MTT ADD NEW LOCATIONS	0.00	25,362.03
	710-0000-8030-0000	CAPITAL IMPROVEMENT	21/22 APIP MTT ADD NEW LOC	25,362.03	

2725	US BANK CORPORATE PAYMENT SYSTEMS	04/12/2022	EFT	0.00	30,327.37	576

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
24000972047887	Invoice	04/07/2022	TOWN AND COUNTRY - CSMFO CONFERE	0.00	23.89
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	TOWN AND COUNTRY - CSMFO	23.89	
24000972048891	Invoice	04/07/2022	TOWN AND COUNTRY - CSMFO CONFERE	0.00	22.37
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	TOWN AND COUNTRY - CSMFO	22.37	
24000972051902	Invoice	04/07/2022	TOWN AND COUNTRY - CSMFO CONFERE	0.00	561.65
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	TOWN AND COUNTRY - CSMFO	561.65	
24011342042000	Invoice	04/07/2022	BANNING CHAMBER - BREAKFAST - WHIT	0.00	25.63
	100-1050-7035-0000	LOCAL MEETINGS	BANNING CHAMBER - BREAKFA	25.63	
24011342049000	Invoice	04/07/2022	CALNENA - TRAINING	0.00	425.00
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	CALNENA - TRAINING	425.00	
24011342050000	Credit Memo	04/07/2022	CALNENA - CANCELED EVENT	0.00	-375.00
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	CALNENA - CANCELED EVENT	-375.00	
24013392047001	Invoice	04/07/2022	TOP-LINE INDUSTRIAL - DEPT SUPPLIES	0.00	11.51
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	TOP-LINE INDUSTRIAL - DEPT SU	11.51	
24013392048001	Invoice	04/07/2022	TOP-LINE INDUSTRIAL SUPPLY - DEPT SUP	0.00	6.79
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	TOP-LINE INDUSTRIAL SUPPLY -	6.79	
24013392057002	Invoice	04/07/2022	TOP-LINE INDUSTRIAL - VEHICLE MAINTE	0.00	4.01
	100-3250-7037-0000	VEHICLE MAINTENANCE	TOP-LINE INDUSTRIAL - VEHICLE	4.01	
24013392062000	Invoice	04/07/2022	ASSESSOR/CLERK/RECORDER - CREDIT CA	0.00	59.23
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	ASSESSOR/CLERK/RECORDER - C	59.23	
24013392062000	Invoice	04/07/2022	ASSESSOR/CLERK/RECORDER - F&G FEES	0.00	2,598.00
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	ASSESSOR/CLERK/RECORDER - F	2,598.00	
24055232047091	Invoice	04/07/2022	EL MARIACHI TACO SHOP - FOOD FOR RET	0.00	140.05
	100-1200-7035-0000	LOCAL MEETINGS	EL MARIACHI TACO SHOP - FOO	140.05	
24055232061207	Invoice	04/07/2022	HRCP - TRAINING MATERIALS	0.00	297.78
	100-1240-7066-0000	TRAVEL, EDUCATION, TRA	HRCP - TRAINING MATERIALS	297.78	
24071052060939	Invoice	04/07/2022	RVSD SHERIFF BEN CLARK - TRAINING	0.00	305.91
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	RVSD SHERIFF BEN CLARK - TRAI	305.91	
24071052067939	Invoice	04/07/2022	RVSD SHERIFF BEN CLARK - TRAINING	0.00	296.64
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	RVSD SHERIFF BEN CLARK - TRAI	296.64	
24071052067939	Invoice	04/07/2022	RVSD SHERIFF BEN CLARK - TRAINING	0.00	296.64
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	RVSD SHERIFF BEN CLARK - TRAI	296.64	
24072802063206	Invoice	04/07/2022	MASTERY TECHNOLOGIES - EMPLOYEE TR	0.00	24.95
	750-7300-7066-0000	TRAVEL, EDUCATION, TRA	MASTERY TECHNOLOGIES - EMP	24.95	
24137462042500	Invoice	04/07/2022	BMT DO IT BEST - VEHICLE MAINTENANC	0.00	16.24
	750-7600-7037-0000	VEHICLE MAINTENANCE	BMT DO IT BEST - VEHICLE MAI	16.24	
24137462042500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	188.17
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	BMT DO IT BEST - DEPT SUPPLIE	188.17	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
24137462042500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	53.86	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	BMT DO IT BEST - DEPT SUPPLIE		53.86	
24137462047500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	33.00	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	BMT DO IT BEST - DEPT SUPPLIE		33.00	
24137462048500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	137.22	
	100-6050-7070-6025	SPEC DEPT EXP - CITY HAL	BMT DO IT BEST - DEPT SUPPLIE		137.22	
24137462048500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	29.47	
	100-6000-7070-6040	SPEC DEPT EXP- POLICE D	BMT DO IT BEST - DEPT SUPPLIE		29.47	
24137462048500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	147.52	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	BMT DO IT BEST - DEPT SUPPLIE		147.52	
24137462049500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	53.85	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	BMT DO IT BEST - DEPT SUPPLIE		53.85	
24137462050501	Invoice	04/07/2022	STATER BROS - PEDRO RETIREMENT FOOD	0.00	87.98	
	100-1350-7070-0000	SPECIAL DEPT SUPPLIES	STATER BROS - PEDRO RETIREM		87.98	
24137462057200	Invoice	04/07/2022	HOBBY LOBBY - DEPT SUPPLIES	0.00	8.60	
	100-1200-7070-0000	SPECIAL DEPT SUPPLIES	HOBBY LOBBY - DEPT SUPPLIES		8.60	
24137462057501	Invoice	04/07/2022	STATERBROS - EVENT SUPPLIES	0.00	19.98	
	100-1550-7040-0000	RECREATION PROGRAMS	STATERBROS - EVENT SUPPLIES		19.98	
24137462057501	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	23.69	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	BMT DO IT BEST - DEPT SUPPLIE		23.69	
24137462057501	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	3.44	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	BMT DO IT BEST - DEPT SUPPLIE		3.44	
24137462060500	Invoice	04/07/2022	YUM YUM - CITIZENS ACADEMY	0.00	35.98	
	100-2050-7035-0000	LOCAL MEETINGS	YUM YUM - CITIZEN'S ACADEMY		35.98	
24137462062500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	1,568.49	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	BMT DO IT BEST - DEPT SUPPLIE		1,568.49	
24137462062500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	64.65	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	BMT DO IT BEST - DEPT SUPPLIE		64.65	
24137462063500	Invoice	04/07/2022	STATERBROS - SR LUNCH	0.00	7.18	
	100-1550-7040-0000	RECREATION PROGRAMS	STATERBROS - SR LUNCH		7.18	
24137462064501	Invoice	04/07/2022	BMT DO IT BEST - VEHICLE MAINTENANC	0.00	11.39	
	100-2050-7037-0000	VEHICLE MAINTENANCE	BMT DO IT BEST - VEHICLE MAI		11.39	
24137462067500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	160.72	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	BMT DO IT BEST - DEPT SUPPLIE		160.72	
24137462067500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	8.19	
	100-6000-7070-6045	SPEC DEPT EXP- COMMU	BMT DO IT BEST - DEPT SUPPLIE		8.19	
24137462067500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	172.39	
	100-6000-7070-5500	SPEC DEPT EXP - STEWAR	BMT DO IT BEST - DEPT SUPPLIE		172.39	
24137462068500	Invoice	04/07/2022	BMT DO IT BEST - VEHICLE MAINTENANC	0.00	34.47	
	750-7600-7037-0000	VEHICLE MAINTENANCE	BMT DO IT BEST - VEHICLE MAI		34.47	
24137462068500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	3.08	
	100-6000-7070-5100	SPEC DEPT EXP - FALLEN	BMT DO IT BEST - DEPT SUPPLIE		3.08	
24137462068500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	34.71	
	100-6050-7070-5800	SPECIAL DEPT SUPPLIES -	BMT DO IT BEST - DEPT SUPPLIE		34.71	
24137462069500	Invoice	04/07/2022	BMT DO IT BEST - DEPT SUPPLIES	0.00	28.48	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	BMT DO IT BEST - DEPT SUPPLIE		28.48	
24164072054105	Invoice	04/07/2022	STAPLES - OFFICE SUPPLIES	0.00	58.66	
	100-2050-7025-0000	OFFICE SUPPLIES	STAPLES - OFFICE SUPPLIES		58.66	
24226382067400	Invoice	04/07/2022	WALMART - EVENT SUPPLIES	0.00	277.00	
	100-1550-7040-0000	RECREATION PROGRAMS	WALMART - EVENT SUPPLIES		277.00	
24231682050091	Invoice	04/07/2022	HARBOR FREIGHT - DEPT SUPPLIES	0.00	124.40	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HARBOR FREIGHT - DEPT SUPPLI		124.40	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
24231682060837	Invoice	04/07/2022	SMART AND FINAL - CITIZENS ACADEMY	0.00	55.78	
	100-2050-7035-0000	LOCAL MEETINGS	SMART AND FINAL - CITIZEN'S A		55.78	
24240982043600	Invoice	04/07/2022	TSI - TRAINING	0.00	90.00	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	TSI - TRAINING		90.00	
24251382047030	Invoice	04/07/2022	BMT SAFE & LOCK - DEPT SUPPLIES	0.00	16.13	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	BMT SAFE & LOCK - DEPT SUPPL		16.13	
24269792070001	Invoice	04/07/2022	DANGELO CO - DEPT SUPPLIES	0.00	192.48	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DANGELO CO - DEPT SUPPLIES		192.48	
24428062062300	Invoice	04/07/2022	CHERRY VALLEY NURSERY - DEPT SUPPLIE	0.00	142.23	
	100-6050-7070-6025	SPEC DEPT EXP - CITY HAL	CHERRY VALLEY NURSERY - DEP		142.23	
24431052049838	Invoice	04/07/2022	NAPA - DEPT SUPPLIES	0.00	730.46	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	NAPA - DEPT SUPPLIES		730.46	
24431052055838	Invoice	04/07/2022	NAPA - VEHICLE MAINTENANCE	0.00	9.15	
	100-3250-7037-0000	VEHICLE MAINTENANCE	NAPA - VEHICLE MAINTENANCE		9.15	
24431052067838	Invoice	04/07/2022	NAPA - DEPT SUPPLIES	0.00	66.76	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	NAPA - DEPT SUPPLIES		66.76	
24435652049762	Invoice	04/07/2022	GALLS - EMPLOYEE UNIFORMS	0.00	88.25	
	100-2050-7065-0000	CITY UNIFORMS	GALLS - EMP UNIFORM		88.25	
24445002049300	Invoice	04/07/2022	BATTERY JACK INC - DEPT SUPPLIES	0.00	127.25	
	750-7900-7070-0000	SPECIAL DEPT SUPPLIES	BATTERY JACK INC - DEPT SUPPL		127.25	
24445002053400	Invoice	04/07/2022	WALMART - SR LUNCH SUPPLIES	0.00	32.67	
	100-1550-7040-0000	RECREATION PROGRAMS	WALMART - SR LUNCH SUPPLIES		32.67	
24453512048017	Invoice	04/07/2022	BEHAVIORAL ANALYSIS - TRAINING	0.00	575.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	BEHAVIORAL ANALYSIS - TRAINI		575.00	
24483472042000	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	12.72	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		12.72	
24483472059435	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	18.55	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		18.55	
24492152045637	Invoice	04/07/2022	CALACT - EMPLOYEE TRAINING	0.00	520.00	
	750-7300-7066-0000	TRAVEL, EDUCATION, TRA	CALACT - EMPLOYEE TRAINING		520.00	
24492152045852	Invoice	04/07/2022	BLKMAGICDES -	0.00	50.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	BLKMAGICDES -		50.00	
24492152053717	Invoice	04/07/2022	US DUTY GEAR - EMP UNIFORM	0.00	177.23	
	100-2050-7065-0000	CITY UNIFORMS	US DUTY GEAR - EMP UNIFORM		177.23	
24492152059741	Invoice	04/07/2022	BEAUMONT CHAMBER - BREAKFAST MEE	0.00	66.00	
	100-1050-7035-0000	LOCAL MEETINGS	BEAUMONT CHAMBER - BREAKF		22.00	
	100-1200-7035-0000	LOCAL MEETINGS	BEAUMONT CHAMBER - BREAKF		44.00	
24492152060852	Invoice	04/07/2022	PAYPAL KTLLC - TRAINING	0.00	149.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	PAYPAL KTLLC - TRAINING		149.00	
24492152060852	Invoice	04/07/2022	PAYPAL ADA GURU - TRAINING	0.00	225.00	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	PAYPAL ADA GURU - TRAINING		225.00	
24492152063715	Invoice	04/07/2022	ZONAR - VEHICLE MAINTENANCE	0.00	157.75	
	750-7300-7037-0000	VEHICLE MAINTENANCE	ZONAR - VEHICLE MAINTENANC		157.75	
24492152069740	Invoice	04/07/2022	BEAUMONT CHAMBER - BREAKFAST MEE	0.00	22.00	
	100-1050-7035-0000	LOCAL MEETINGS	BEAUMONT CHAMBER - BREAKF		22.00	
24492162067000	Invoice	04/07/2022	PMW ASSOCIATES -	0.00	540.75	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	PMW ASSOCIATES -		540.75	
24492162069000	Invoice	04/07/2022	CAL CITIES - 2022 CITY LEADERS SUMMIT	0.00	625.00	
	100-1050-7066-0000	TRAVEL, EDUCATION, TRA	CAL CITIES - 2022 CITY LEADERS		625.00	
24540452056044	Invoice	04/07/2022	POLLYS PIES - MEMORIAL PLAZA COMMIT	0.00	163.30	
	100-1200-7035-0000	LOCAL MEETINGS	POLLYS PIES - MEMORIAL PLAZA		163.30	
24551942058030	Invoice	04/07/2022	ALLIANCE TRAILER CORP - DEPT SUPPLIES	0.00	22.19	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	ALLIANCE TRAILER CORP - DEPT		22.19	
24559302059900	Invoice	04/07/2022	CA ASSOC FO - TRAINING	0.00	300.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	CA ASSOC FO - TRAINING		300.00	
24559302060900	Invoice	04/07/2022	CSMFO - VIRTUAL CONFERENCE - LEACH	0.00	150.00	
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	CSMFO - VIRTUAL CONFERENCE		150.00	
24559302061900	Invoice	04/07/2022	PIHRA - TRAINING	0.00	499.00	
	100-1240-7066-0000	TRAVEL, EDUCATION, TRA	PIHRA - TRAINING		499.00	
24692162042100	Invoice	04/07/2022	FACEBOOK - ADVERTISING	0.00	133.19	
	100-1200-7020-0000	ADVERTISING	FACEBOOK - ADVERTISING		133.19	
24692162046100	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	84.50	
	100-6000-7070-6025	SPEC DEPT EXP - CITY HAL	HOME DEPOT - DEPT SUPPLIES		84.50	
24692162047100	Invoice	04/07/2022	HOME DEPOT - STREET LIGHT MAINTENA	0.00	333.41	
	100-3250-7012-0000	STREET LIGHT MAINTENA	HOME DEPOT - STREET LIGHT M		333.41	
24692162047100	Invoice	04/07/2022	HOME DEPOT - STREET LIGHT MAINTENA	0.00	322.17	
	100-3250-7013-0000	STREET LIGHT MAINTENA	HOME DEPOT - STREET LIGHT M		322.17	
24692162047100	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	86.18	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	HOME DEPOT - DEPT SUPPLIES		86.18	
24692162047100	Invoice	04/07/2022	CS-AMSCO -	0.00	1,350.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	CS-AMSCO -		1,350.00	
24692162049100	Invoice	04/07/2022	AMAZON - DEPT SUPPLIES	0.00	89.42	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	AMAZON - DEPT SUPPLIES		89.42	
24692162050100	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	753.12	
	100-6050-7070-6025	SPEC DEPT EXP - CITY HAL	HOME DEPOT - DEPT SUPPLIES		753.12	
24692162053100	Invoice	04/07/2022	PRIMOS TACOS - SR. LUNCH	0.00	410.00	
	100-1550-7040-0000	RECREATION PROGRAMS	PRIMOS TACOS - SR. LUNCH		410.00	
24692162055100	Invoice	04/07/2022	HOME DEPOT -	0.00	920.45	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	HOME DEPOT -		920.45	
24692162055100	Invoice	04/07/2022	BANNING CHAMBER - SPONSORSHIP + 1	0.00	820.00	
	100-1200-7035-0000	LOCAL MEETINGS	BANNING CHAMBER - SPONSOR		820.00	
24692162055100	Invoice	04/07/2022	AMAZON - DEPT SUPPLIES	0.00	43.27	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	AMAZON - DEPT SUPPLIES		43.27	
24692162056100	Invoice	04/07/2022	WALL ST JOURNAL - SUBSCRIPTION - WAR	0.00	4.00	
	100-1200-7030-0000	DUES & SUBSCRIPTIONS	WALL ST JOURNAL - SUBSCRIPTI		4.00	
24692162057100	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	918.03	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	HOME DEPOT - DEPT SUPPLIES		918.03	
24692162061100	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	294.66	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - DEPT SUPPLIES		294.66	
24692162061100	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	363.05	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - DEPT SUPPLIES		363.05	
24692162062100	Invoice	04/07/2022	TIRECHAIN.COM - VEHICLE MAINTENANC	0.00	472.98	
	100-2100-7037-0000	VEHICLE MAINTENANCE	TIRECHAIN.COM - VEHICLE MAI		472.98	
24692162063100	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	258.35	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - DEPT SUPPLIES		258.35	
24692162063100	Invoice	04/07/2022	TAC TEAM - TRAINING	0.00	450.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	TAC TEAM - TRAINING		450.00	
24692162064100	Invoice	04/07/2022	SWMOA - TRAINING	0.00	40.00	
	700-4050-7066-0000	TRAVEL, EDUCATION, TRA	SWMOA - TRAINING		40.00	
24692162064100	Invoice	04/07/2022	SWMOA - MEMBERSHIP	0.00	360.00	
	700-4050-7030-0000	DUES & SUBSCRIPTIONS	SWMOA - MEMBERSHIP		360.00	
24692162067100	Invoice	04/07/2022	COVERCRAFT DIRECT - VEHICLE MAINTEN	0.00	469.79	
	100-2100-7037-0000	VEHICLE MAINTENANCE	COVERCRAFT DIRECT - VEHICLE		469.79	
24692162067100	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	222.84	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	HOME DEPOT - DEPT SUPPLIES		222.84	
24692162067100	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	365.27	
	100-6000-7070-5500	SPEC DEPT EXP - STEWAR	HOME DEPOT - DEPT SUPPLIES		365.27	
24692162068100	Invoice	04/07/2022	SOUTHWEST AIRLINES - TRAVEL FOR TRAI	0.00	292.96	
	700-4050-7066-0000	TRAVEL, EDUCATION, TRA	SOUTHWEST AIRLINES - TRAVEL		292.96	
24692162070100	Invoice	04/07/2022	FACEBOOK - ADVERTISING	0.00	66.80	
	100-1200-7020-0000	ADVERTISING	FACEBOOK - ADVERTISING		66.80	
24717052054160	Invoice	04/07/2022	BIG TIME DESIGN - EMPLOYEE UNIFORM	0.00	36.00	
	750-7900-7065-0000	UNIFORMS	BIG TIME DESIGN - EMPLOYEE U		36.00	
24733342055029	Invoice	04/07/2022	7 DAYS MARKET - SPECIAL PROJECTS CRE	0.00	47.75	
	100-1200-7035-0000	LOCAL MEETINGS	7 DAYS MARKET - SPECIAL PROJ		47.75	
24744552054240	Invoice	04/07/2022	PACIFIC CORRUGATED PIPE - DEPT SUPPLI	0.00	825.88	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	PACIFIC CORRUGATED PIPE - DE		825.88	
24755422046160	Invoice	04/07/2022	RC DEPT WASTE - VEHICLE MAINTENANCE	0.00	30.45	
	750-7300-7037-0000	VEHICLE MAINTENANCE	RC DEPT WASTE - VEHICLE MAI		30.45	
24755422046280	Invoice	04/07/2022	ARMITAGE TACTICAL - TRAINING	0.00	388.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	ARMITAGE TACTICAL - TRAININ		388.00	
24755422046280	Invoice	04/07/2022	ARMITAGE TACTICAL - TRAINING	0.00	195.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	ARMITAGE TACTICAL - TRAININ		195.00	
24767252067000	Invoice	04/07/2022	PALM CLEANERS - EVENT SUPPLIES	0.00	35.00	
	100-1550-7040-0000	RECREATION PROGRAMS	PALM CLEANERS - EVENT SUPPLI		35.00	
24767902054918	Invoice	04/07/2022	CED - DEPT SUPPLIES	0.00	131.11	
	100-6000-7070-5100	SPEC DEPT EXP - FALLEN	CED - DEPT SUPPLIES		131.11	
24793382042000	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	9.99	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		9.99	
24793382045362	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	8.40	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		8.40	
24793382049000	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	7.00	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		7.00	
24793382051000	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	10.50	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		10.50	
24793382055000	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	5.60	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		5.60	
24793382056000	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	19.60	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		19.60	
24793382060000	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	2.10	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		2.10	
24793382061495	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	16.10	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		16.10	
24793382064000	Invoice	04/07/2022	TESLA - VEHICLE CHARGING	0.00	7.68	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA - VEHICLE CHARGING		7.68	
24801972049726	Invoice	04/07/2022	SPORTWORKS - VEHICLE MAINTENANCE	0.00	85.42	
	750-7300-7037-0000	VEHICLE MAINTENANCE	SPORTWORKS - VEHICLE MAINT		85.42	
24801972050690	Invoice	04/07/2022	CA WATER ENVIRONMENT - TRAINING	0.00	50.00	
	700-4050-7066-0000	TRAVEL, EDUCATION, TRA	CA WATER ENVIRONMENT - TRA		50.00	
24801972068690	Invoice	04/07/2022	CWEA - AC22 ANNUAL CONFERENCE	0.00	585.00	
	700-4050-7066-0000	TRAVEL, EDUCATION, TRA	CWEA - AC22 ANNUAL CONFERE		585.00	
24801972068726	Invoice	04/07/2022	TOP-LINE INDUSTRIAL SUPPLY - DEPT SUP	0.00	29.84	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	TOP-LINE INDUSTRIAL SUPPLY -		29.84	
24906412062141	Invoice	04/07/2022	CKO SUPPORT FILLER - CHARGE TEST	0.00	1.50	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	CKO SUPPORT FILLER - CHARGE		1.50	
24941682060091	Invoice	04/07/2022	DOUBLETREE SANTA ANA - TRAVEL FOR T	0.00	679.50	

Item 3.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	DOUBLETREE SANTA ANA - TRA		679.50	
24943002042722	Invoice	04/07/2022	HYATT - TRAVEL FOR TRAINING	0.00	779.91	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	HYATT - TRAVEL FOR TRAINING		779.91	
24943002042722	Invoice	04/07/2022	HYATT - TRAVEL FOR TRAINING	0.00	1,024.92	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	HYATT - TRAVEL FOR TRAINING		1,024.92	
24943012046010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	53.85	
	100-6000-7070-6026	SPEC DEPT EXP - CITY HAL	HOME DEPOT - DEPT SUPPLIES		53.85	
24943012047010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	105.55	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	HOME DEPOT - DEPT SUPPLIES		105.55	
24943012048010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	150.00	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	HOME DEPOT - DEPT SUPPLIES		150.00	
24943012049010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	16.71	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	HOME DEPOT - DEPT SUPPLIES		16.71	
24943012050010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	30.30	
	100-6000-7070-6040	SPEC DEPT EXP- POLICE D	HOME DEPOT - DEPT SUPPLIES		30.30	
24943012054010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	107.65	
	100-6050-7070-6025	SPEC DEPT EXP - CITY HAL	HOME DEPOT - DEPT SUPPLIES		107.65	
24943012056010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	150.00	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	HOME DEPOT - DEPT SUPPLIES		150.00	
24943012057010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	12.70	
	100-6000-7070-6045	SPEC DEPT EXP- COMMU	HOME DEPOT - DEPT SUPPLIES		12.70	
24943012057010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	10.65	
	100-6000-7070-5999	SPEC DEPT EXP - ALL PAR	HOME DEPOT - DEPT SUPPLIES		10.65	
24943012060010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	59.24	
	100-6000-7070-6040	SPEC DEPT EXP- POLICE D	HOME DEPOT - DEPT SUPPLIES		59.24	
24943012061010	Invoice	04/07/2022	HOME DEPOT - VEHICLE MAINTENANCE	0.00	183.11	
	100-2100-7037-0000	VEHICLE MAINTENANCE	HOME DEPOT - VEHICLE MAINT		183.11	
24943012062010	Invoice	04/07/2022	HOME DEPOT - VEHICLE MAINTENANCE	0.00	7.07	
	100-2100-7037-0000	VEHICLE MAINTENANCE	HOME DEPOT - VEHICLE MAINT		7.07	
24943012062010	Invoice	04/07/2022	HOME DEPOT - VEHICLE MAINTENANCE	0.00	461.17	
	100-2100-7037-0000	VEHICLE MAINTENANCE	HOME DEPOT - VEHICLE MAINT		461.17	
24943012062010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	185.88	
	100-6000-7070-6055	SPEC DEPT EXP- FIRE STAT	HOME DEPOT - DEPT SUPPLIES		185.88	
24943012063010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	141.07	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	HOME DEPOT - DEPT SUPPLIES		141.07	
24943012064010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	63.44	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	HOME DEPOT - DEPT SUPPLIES		63.44	
24943012067010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	51.59	
	100-6050-7070-5150	SPEC DEPT EXP - MOUNT	HOME DEPOT - DEPT SUPPLIES		51.59	
24943012068010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	17.18	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	HOME DEPOT - DEPT SUPPLIES		17.18	
24943012069010	Invoice	04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	38.71	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	HOME DEPOT - DEPT SUPPLIES		38.71	
24999892061900	Invoice	04/07/2022	RAYS RV SALES - DEPT SUPPLIES	0.00	18.85	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	RAYS RV SALES - DEPT SUPPLIES		18.85	
74121572055000	Credit Memo	04/07/2022	CPCA - CANCELLED TRAINING	0.00	-150.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	CPCA - CANCELLED TRAINING		-150.00	
74137462042501	Credit Memo	04/07/2022	BMT DO IT BEST - VEHICLE MAINTENANC	0.00	-8.18	
	750-7600-7037-0000	VEHICLE MAINTENANCE	BMT DO IT BEST - VEHICLE MAI		-8.18	
74789302054916	Credit Memo	04/07/2022	OTC BRANDS - CREDIT FROM LAST STATE	0.00	-0.85	
	100-1550-7040-0000	RECREATION PROGRAMS	OTC BRANDS - CREDIT FROM LA		-0.85	
74906412065142	Credit Memo	04/07/2022	CKO SUPPORTPDFILLER - CHARGE TEST RE	0.00	-1.50	

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP		CKO SUPPORTPDFILLER - CHARG		-1.50	
74943012049010	Credit Memo		04/07/2022	HOME DEPOT - BALANCE REFUND FOR RE	0.00	-16.20	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS		HOME DEPOT - BALANCE REFU		-16.20	
74943012056010	Credit Memo		04/07/2022	HOME DEPOT - DEPT SUPPLIES	0.00	-56.71	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS		HOME DEPOT - DEPT SUPPLIES		-56.71	
74943012061010	Credit Memo		04/07/2022	HOME DEPOT - VEHICLE MAINTENANCE	0.00	-183.11	
	100-2100-7037-0000	VEHICLE MAINTENANCE		HOME DEPOT - VEHICLE MAINT		-183.11	
3523	72 HOUR LLC		04/12/2022	Regular	0.00	195,114.35	111022
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
06825234 CHECK	Invoice		04/11/2022	VEHICLE PURCHASE	0.00	39,022.87	
	600-5050-8060-0000	VEHICLE REPLACEMENT E		VEHICLE PURCHASE	39,022.87		
06825312 CHECK	Invoice		04/11/2022	VEHICLE PURCHASE	0.00	39,022.87	
	600-5050-8060-0000	VEHICLE REPLACEMENT E		VEHICLE PURCHASE	39,022.87		
06825371 CHECK	Invoice		04/11/2022	VEHICLE PURCHASE	0.00	39,022.87	
	600-5050-8060-0000	VEHICLE REPLACEMENT E		VEHICLE PURCHASE	39,022.87		
06825429 CHECK	Invoice		04/11/2022	VEHICLE PURCHASE	0.00	39,022.87	
	600-5050-8060-0000	VEHICLE REPLACEMENT E		VEHICLE PURCHASE	39,022.87		
06881810 CHECK	Invoice		04/11/2022	VEHICLE PURCHASE	0.00	39,022.87	
	600-5050-8060-0000	VEHICLE REPLACEMENT E		VEHICLE PURCHASE	39,022.87		
3448	CALIFORNIA DEPARTMENT OF FISH AND WILDL		04/12/2022	Regular	0.00	5,748.75	111023
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
02/25/22	Invoice		04/11/2022	WESTSIDE FIRE STATION	0.00	5,748.75	
	500-0000-7068-0000	CONTRACTUAL SERVICE		WESTSIDE FIRE STATION	5,748.75		
4318	D & M Traffic Services, Inc.		04/12/2022	Regular	0.00	282.75	111024
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
80123 CHECK 2	Invoice		04/11/2022	DEPT SUPPLIES	0.00	56.82	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES	56.82		
80124 CHECK 2	Invoice		04/11/2022	DEPT SUPPLIES	0.00	225.93	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES	225.93		
4558	DANIEL CARATACHEA		04/12/2022	Regular	0.00	91.26	111025
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
03/22/22	Invoice		04/11/2022	MILEAGE REIMBURSEMENT FOR TRAININ	0.00	91.26	
	750-7300-7066-0000	TRAVEL, EDUCATION, TRA		MILEAGE REIMBURSEMENT FOR	91.26		
1428	DIVISION OF STATE ARCHITECT		04/12/2022	Regular	0.00	74.40	111026
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
SB1186 2022 Q1	Invoice		04/11/2022	SB1186 FEES	0.00	74.40	
	100-0000-2235-0000	BUSINESS LICENSE-SB118		SB1186 FEES	74.40		
3295	ADAM HALL		04/12/2022	Virtual Payment	0.00	6,056.09	APA000905
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
011375	Invoice		04/11/2022	DEPT SUPPLIES	0.00	5,366.76	
	100-6050-7070-008C	SPEC DEPT EXP - IA 8C		DEPT SUPPLIES	5,366.76		
011408	Invoice		04/11/2022	DEPT SUPPLIES	0.00	689.33	
	100-6050-7070-018X	SPEC DEPT EXP - IA 18		DEPT SUPPLIE	689.33		
1050	AMAZON CAPITAL SERVICES		04/12/2022	Virtual Payment	0.00	1,014.03	APA000906

Item 3.

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description	Distribution Amount		
1DLX-FTX3-97R7	Invoice	04/11/2022	DEPT SUPPLIES		0.00	920.05	
	100-6000-7070-6045		SPEC DEPT EXP- COMMU	DEPT SUPPLIES	920.05		
1X7X-TJND-KGKQ	Invoice	04/11/2022	DEPT SUPPLIES		0.00	93.98	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	93.98		
3831	ANIMAL PEST MANAGEMENT SERVICES, INC		04/12/2022	Virtual Payment	0.00	1,187.50	APA000907
622885	Invoice	04/11/2022	Pest Control for City Buildings		0.00	685.00	
	100-6000-7068-6025		CONTRACTUAL SVC - CITY	PEST CONTROL FOR CITY BUILDI	130.00		
	100-6000-7068-6026		CONTRACTUAL SVC - CITY	PEST CONTROL FOR CITY BUILDI	65.00		
	100-6000-7068-6032		CONTRACTUAL SVC- CITY	PEST CONTROL FOR CITY BUILDI	45.00		
	100-6000-7068-6040		CONTRACTUAL SVC- POLI	PEST CONTROL FOR CITY BUILDI	75.00		
	100-6000-7068-6041		CONTRACTUAL SVC- POLI	PEST CONTROL FOR CITY BUILDI	45.00		
	100-6000-7068-6045		CONTRACTUAL SVC- COM	PEST CONTROL FOR CITY BUILDI	130.00		
	100-6000-7068-6055		CONTRACTUAL SVC- FIRE	PEST CONTROL FOR CITY BUILDI	65.00		
	750-7000-7068-0000		CONTRACTUAL SERVICES	PEST CONTROL FOR CITY BUILDI	65.00		
	750-7300-7068-0000		CONTRACTUAL SERVICES	PEST CONTROL FOR CITY BUILDI	65.00		
649181	Invoice	04/11/2022	PROFESSIONAL SERVICES		0.00	275.00	
	100-6000-7068-6040		CONTRACTUAL SVC- POLI	PROFESSIONAL SERVICES	275.00		
649931	Invoice	04/11/2022	PROFESSIONAL SERVICE		0.00	227.50	
	700-4050-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICE	227.50		
3967	ARCHITERRA INC		04/12/2022	Virtual Payment	0.00	4,354.80	APA000908
29054	Invoice	04/11/2022	Preparation of bid ready construction doc		0.00	1,422.50	
	500-0000-8990-0000		CAPITAL OUTLAY	Preparation of bid ready constru	1,422.50		
29304	Invoice	04/11/2022	Preparation of bid ready construction doc		0.00	2,133.75	
	500-0000-8990-0000		CAPITAL OUTLAY	Preparation of bid ready constru	14,725.00		
	500-0000-8990-0000		CAPITAL OUTLAY	Preparation of bid ready constru	2,133.75		
	500-0000-8990-0000		CAPITAL OUTLAY	Preparation of bid ready constru	-14,725.00		
29316	Invoice	04/11/2022	Veterans Memorial Design Services		0.00	44.80	
	100-1200-7900-0000		CONTINGENCY	Veterans Memorial Design Servi	44.80		
29317	Invoice	04/11/2022	Veterans Memorial Design Services		0.00	753.75	
	100-1200-7900-0000		CONTINGENCY	Veterans Memorial Design Servi	753.75		
2851	AUTOMOTIVE TRAINING GROUP, INC		04/12/2022	Virtual Payment	0.00	163.04	APA000909
163568	Invoice	04/11/2022	EMPLOYEE TRAINING		0.00	163.04	
	750-7300-7066-0000		TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	163.04		
1100	AUTOZONE		04/12/2022	Virtual Payment	0.00	6.56	APA000910
2882077661	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	6.56	
	750-7800-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	6.56		
4388	BABCOCK LABORATORIES, INC		04/12/2022	Virtual Payment	0.00	1,984.50	APA000911
CC21753-0033	Invoice	04/11/2022	WWTP - ANALYTICAL SERVICES		0.00	502.25	
	700-4050-7068-0000		CONTRACTUAL SERVICES	WWTP - ANALYTICAL SERVICES	502.25		
CC21754-0033	Invoice	04/11/2022	WWTP - ANALYTICAL SERVICES		0.00	490.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES	WWTP - ANALYTICAL SERVICES	490.00		

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
CC21792-0033	Invoice	04/11/2022	WWTP - ANALYTICAL SERVICES		0.00	502.25	
	700-4050-7068-0000		CONTRACTUAL SERVICES	WWTP - ANALYTICAL SERVICES		502.25	
CC21793-0033	Invoice	04/11/2022	WWTP - ANALYTICAL SERVICES		0.00	490.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES	WWTP - ANALYTICAL SERVICES		490.00	
4516	COOPER TURF SOLUTIONS, INC		04/12/2022	Virtual Payment	0.00	3,906.36	APA000912
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV-520	Invoice	04/11/2022	Turfplane Rangel Park		0.00	3,906.36	
	100-6050-7070-5250		SPEC DEPT EXP - RANGEL	Turfplane Rangel Park		3,906.36	
1344	CREATIVE BUS SALES, INC		04/12/2022	Virtual Payment	0.00	519.47	APA000913
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
XA113003734 01	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	519.47	
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		519.47	
1353	CUSTOM TROPHIES		04/12/2022	Virtual Payment	0.00	10.78	APA000914
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
002833	Invoice	04/11/2022	DEPT SUPPLIES		0.00	10.78	
	100-1550-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIE		10.78	
3905	DANIEL GARCIA MONTOYA		04/12/2022	Virtual Payment	0.00	67.34	APA000915
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
0481	Invoice	04/11/2022	EQUIPMENT MAINTENANCE		0.00	67.34	
	100-6050-7090-0000		EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE		25.00	
	100-6050-7090-0000		EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE		42.34	
2937	DIAMOND ENVIRONMENTAL SERVICES LP		04/12/2022	Virtual Payment	0.00	508.00	APA000916
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
0003813160	Invoice	04/08/2022	DEPT SUPPLIES		0.00	254.00	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		254.00	
0003813172	Invoice	04/11/2022	DEPT SUPPLIES		0.00	254.00	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		254.00	
1414	DIAMOND HILLS AUTO GROUP		04/12/2022	Virtual Payment	0.00	1,399.96	APA000917
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
30003073	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	699.98	
	750-7900-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		699.98	
30003074	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	699.98	
	750-7800-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		699.98	
1445	DUDEK		04/12/2022	Virtual Payment	0.00	1,818.75	APA000918
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
202110300	Invoice	04/11/2022	Sampling Plan for PFAS		0.00	1,818.75	
	700-4050-7068-0000		CONTRACTUAL SERVICES	Sampling Plan for PFAS		1,818.75	
1501	FAIRVIEW FORD		04/12/2022	Virtual Payment	0.00	9.72	APA000919
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
884883	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	9.72	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		9.72	
1518	FLYERS ENERGY		04/12/2022	Virtual Payment	0.00	2,098.39	APA000920

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description	Distribution Amount		
CFS-2937685	Invoice	04/11/2022	FUEL EXPENSE		0.00	2,098.39	
	750-7600-7050-0000		FUEL	FUEL EXPENSE	460.00		
	750-7900-7050-0000		FUEL	FUEL EXPENSE	420.21		
	750-8300-7050-0000		FUEL	FUEL EXPENSE	1,218.18		
4400	FROG ENVIRONMENTAL INC		04/12/2022	Virtual Payment	0.00	525.00	APA000921
CN-00138	Credit Memo	04/11/2022	STORM WATER MONITORING		0.00	-50.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES	STORM WATER MONITORING	-50.00		
INV-006616	Invoice	04/11/2022	SWPPP & NOI SERVICES		0.00	575.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES	SWPPP & NOI SERVICES	575.00		
3874	GENERAC POWER SYSTEMS INC		04/12/2022	Virtual Payment	0.00	1,167.60	APA000922
25388-1	Invoice	04/11/2022	PROFESSIONAL SERVICES		0.00	1,122.50	
	700-4050-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	1,122.50		
7023565 CHECK 2	Invoice	04/11/2022	PARTS AND TAXES, ONLY LABOR PAID ON		0.00	45.10	
	700-4050-7090-002X		EQUIPMENT SUPPLIES/M	PARTS AND TAXES, ONLY LABOR	45.10		
4523	GREAT WESTERN RECREATION		04/12/2022	Virtual Payment	0.00	7,928.48	APA000923
2203039	Invoice	04/11/2022	RANGEL PARK DRINKING FOUNTAINS X2		0.00	7,928.48	
	500-0000-8990-0000		CAPITAL OUTLAY	RANGEL PARK DRINKING FOUNT	7,928.48		
1603	HACH COMPANY		04/12/2022	Virtual Payment	0.00	901.49	APA000924
12925587	Invoice	04/11/2022	LAB SUPPLIES FOR WWTP		0.00	901.49	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	LAB SUPPLIES FOR WWTP	901.49		
3515	HD SUPPLY FACILITIES MAINTENANCE LTD		04/12/2022	Virtual Payment	0.00	3,152.26	APA000925
913155	Invoice	04/11/2022	DEPARTMENT SUPPLIES - SEWER		0.00	853.60	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	853.60		
914705	Invoice	04/11/2022	WWTP DEPT SUPPLIES		0.00	2,298.66	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	WWTP DEPT SUPPLIES	2,298.66		
1624	HIGH TECH IRRIGATION,INC.		04/12/2022	Virtual Payment	0.00	7,497.99	APA000926
702809	Invoice	04/11/2022	DEPT SUPPLIES		0.00	7,497.99	
	100-6050-7070-5400		SPEC DEPT EXP - SPORTS	DEPT SUPPLIES	7,497.99		
3516	INLAND WATER WORKS SUPPLY CO		04/12/2022	Virtual Payment	0.00	1,237.58	APA000927
S1053829.001	Invoice	04/11/2022	Clow Check Valves & Supplies		0.00	605.56	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	WWTP Special Supplies	605.56		
S1054245.001	Invoice	04/11/2022	Clow Check Valves & Supplies		0.00	632.02	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	WWTP Special Supplies	632.02		
3712	IPERMIT E RATERS		04/12/2022	Virtual Payment	0.00	317.41	APA000928

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
						Discount Amount	Payable Amount	
Account Number				Account Name	Item Description	Distribution Amount		
BLDR2022-0063	Invoice	04/11/2022	REFUND OF OVERCHARGED AMT OF CC F			0.00	317.41	
100-0000-4310-0000				BUILDING PERMITS AND I	REFUND OF OVERCHARGED AM	317.41		
3683	MASTER'S COFFEE AND WATER		04/12/2022	Virtual Payment		0.00	35.00	APA000929
						Discount Amount	Payable Amount	
Account Number				Account Name	Item Description	Distribution Amount		
0000000455918	Invoice	04/11/2022	OFFICE SUPPLIES			0.00	35.00	
700-4050-7025-0000				OFFICE SUPPLIES	OFFICE SUPPLIES	35.00		
2732	MINAGAR & ASSOCIATES, INC		04/12/2022	Virtual Payment		0.00	20,864.01	APA000930
						Discount Amount	Payable Amount	
Account Number				Account Name	Item Description	Distribution Amount		
901	Invoice	04/11/2022	TRAFFIC ENGINEER FY 21/22			0.00	11,339.59	
100-3100-7068-0000				CONTRACTUAL SERVICES	TRAFFIC ENGINEER FY 21/22	11,339.59		
901-2	Invoice	04/11/2022	ENGINEERING SERVICES			0.00	9,524.42	
100-0000-2525-0000				HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES	9,524.42		
3024	MUNICIPAL CODE CORPORATION		04/12/2022	Virtual Payment		0.00	532.00	APA000931
						Discount Amount	Payable Amount	
Account Number				Account Name	Item Description	Distribution Amount		
00371340	Invoice	04/11/2022	PROFESSIONAL SERVICES			0.00	532.00	
100-1150-7068-0000				CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	532.00		
3186	MWH CONSTRUCTORS INC		04/12/2022	Virtual Payment		0.00	5,110.40	APA000932
						Discount Amount	Payable Amount	
Account Number				Account Name	Item Description	Distribution Amount		
21-30505107-30	Invoice	04/11/2022	BRINE LINE INSTALLATION CONSTRUCTIO			0.00	5,110.40	
710-0000-8030-0000				CAPITAL IMPROVEMENT	BRINE LINE INSTALLATION CONS	5,110.40		
1984	NAPA AUTO PARTS		04/12/2022	Virtual Payment		0.00	341.40	APA000933
						Discount Amount	Payable Amount	
Account Number				Account Name	Item Description	Distribution Amount		
176397	Invoice	04/11/2022	VEHICLE MAINTENANCE			0.00	14.00	
750-7600-7037-0000				VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	14.00		
176417	Invoice	04/11/2022	VEHICLE MAINTENANCE			0.00	15.06	
750-8200-7037-0000				VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	15.06		
176422	Invoice	04/11/2022	VEHICLE MAINTENANCE			0.00	102.34	
750-7400-7037-0000				VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	102.34		
176554	Invoice	04/11/2022	VEHICLE MAINTENANCE			0.00	16.70	
750-7900-7037-0000				VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	16.70		
176585	Invoice	04/11/2022	VEHICLE MAINTENANCE			0.00	193.30	
750-7300-7037-0000				VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	193.30		
1317	OCCUPATIONAL HEALTH CENTERS		04/12/2022	Virtual Payment		0.00	260.00	APA000934
						Discount Amount	Payable Amount	
Account Number				Account Name	Item Description	Distribution Amount		
74775614	Invoice	04/11/2022	HIRING COSTS			0.00	130.00	
100-1240-6050-0000				RECRUITMENT AND HIRI	HIRING COSTS	130.00		
74848474	Invoice	04/11/2022	HIRING COSTS			0.00	130.00	
100-1240-6050-0000				RECRUITMENT AND HIRI	HIRING COSTS	130.00		
2009	O'REILLY AUTO PARTS		04/12/2022	Virtual Payment		0.00	697.56	APA000935
						Discount Amount	Payable Amount	
Account Number				Account Name	Item Description	Distribution Amount		
2678-422761	Invoice	04/11/2022	VEHICLE MAINTENANCE			0.00	6.03	
100-6050-7037-0000				VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	6.03		

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2678-424099	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	8.02	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		8.02		
2678-424130	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	13.71	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		13.71		
2678-424135	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	5.06	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5.06		
2678-424366	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	82.55	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		82.55		
2678-425674	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	16.39	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.39		
2678-425734	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	88.18	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		88.18		
2678-425818	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	8.07	
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		8.07		
2678-425901	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	96.72	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		96.72		
2678-425915	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	138.79	
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		138.79		
2678-426032	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	35.82	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		35.82		
2678-426264	Invoice	04/11/2022	DEPT SUPPLIES		0.00	198.22	
	750-7300-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		198.22		
4423	P2S INC.		04/12/2022	Virtual Payment	0.00	10,257.00	APA000936
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
SIN026286	Invoice	04/11/2022	Station 66 Electrical System Upgrade		0.00	10,257.00	
	500-0000-8990-0000	CAPITAL OUTLAY	Station 66 Electrical System Upg		10,257.00		
2871	PARTS AUTHORITY METRO LLC		04/12/2022	Virtual Payment	0.00	109.00	APA000937
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
062-880127	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	134.11	
	750-8200-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		134.11		
091-048869	Credit Memo	04/11/2022	VEHICLE MAINTENANCE		0.00	-134.11	
	750-8200-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-134.11		
091-272097	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	109.00	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		109.00		
2064	PITNEY BOWES GLOBAL FINANCIAL SERVICES LI		04/12/2022	Virtual Payment	0.00	513.52	APA000938
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
3105425876	Invoice	04/11/2022	EQUIPMENT LEASE		0.00	513.52	
	100-1230-7075-6025	EQUIPMENT LEASING/RE	EQUIPMENT LEASE		513.52		
2065	PITNEY BOWES INC-CTR		04/12/2022	Virtual Payment	0.00	412.80	APA000939
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
1020079664	Invoice	04/11/2022	EQUIPMENT SERVICE AGREEMENT		0.00	412.80	
	100-1230-7075-6025	EQUIPMENT LEASING/RE	EQUIPMENT SERVICE AGREEME		412.80		
2072	POLYDYNE, INC.		04/12/2022	Virtual Payment	0.00	7,181.97	APA000940
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**		
1628475	Invoice	04/11/2022	CHEMICALS & SUPPLIES		0.00	7,181.97	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	CHEMICALS & SUPPLIES		7,181.97		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2076	PRINTING & PROMOTION PLUS, INC.	04/12/2022	Virtual Payment	0.00	1,397.26	APA000941

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
82729	Invoice	04/11/2022	OFFICE SUPPLIES	0.00	1,397.26

Account Number	Account Name	Item Description	Distribution Amount
100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	1,397.26

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3652	PRUDENTIAL OVERALL SUPPLY	04/12/2022	Virtual Payment	0.00	598.58	APA000942

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
23278176	Invoice	04/11/2022	WW - Prudential Uniforms	0.00	85.41
23298734	Invoice	04/11/2022	Uniform Rental and Cleaning	0.00	120.99
23298768	Invoice	04/11/2022	Uniform Rental and Cleaning	0.00	51.47
23298789	Invoice	04/11/2022	Uniform Rental and Cleaning	0.00	93.02
23302560	Invoice	04/11/2022	Uniform Rental and Cleaning	0.00	120.99
23302590	Invoice	04/11/2022	Uniform Rental and Cleaning	0.00	51.47
23302610	Invoice	04/11/2022	WW - Prudential Uniforms	0.00	75.23

Account Number	Account Name	Item Description	Distribution Amount
700-4050-7065-0000	UNIFORMS	WW - Prudential Uniforms	85.41
750-7100-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	14.13
750-7400-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	30.38
750-7600-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	26.05
750-7800-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	14.43
750-7900-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	17.00
750-8300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	19.00
750-7300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	51.47
100-6050-7065-0000	CITY UNIFORMS	Uniform Rental and Cleaning	93.02
750-7100-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	14.13
750-7400-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	30.38
750-7600-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	26.05
750-7800-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	14.43
750-7900-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	17.00
750-8300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	19.00
750-7300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	51.47
700-4050-7065-0000	UNIFORMS	WW - Prudential Uniforms	75.23

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2098	QUILL CORPORATON	04/12/2022	Virtual Payment	0.00	245.75	APA000943

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
23809834	Invoice	04/11/2022	OFFICE SUPPLIES	0.00	161.61
24061827	Invoice	04/11/2022	OFFICE SUPPLIES	0.00	84.14

Account Number	Account Name	Item Description	Distribution Amount
700-4050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	161.61
100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	84.14

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3423	RDO EQUIPMENT CO.	04/12/2022	Virtual Payment	0.00	41,069.77	APA000944

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
E1043535	Invoice	04/11/2022	Chipper	0.00	41,069.77

Account Number	Account Name	Item Description	Distribution Amount
100-6050-8040-0000	EQUIPMENT	Chipper	5,308.77
600-5100-8040-0000	EQUIPMENT REPLACEME	Chipper	35,761.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4199	ROGERS, ANDERSON, MALODY & SCOTT, LLP	04/12/2022	Virtual Payment	0.00	6,130.00	APA000945

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
70010	Invoice	04/11/2022	Annual Audit	0.00	6,130.00

Account Number	Account Name	Item Description	Distribution Amount
100-1225-7068-0000	CONTRACTUAL SERVICES	Annual Audit	6,130.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3716	SCCI, INC	04/12/2022	Virtual Payment	0.00	250.00	APA000946

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Payable Amount / Distribution Amount	Payment Amount	Number
					Discount Amount	Payment Amount	Number
208242	Invoice	04/11/2022	EMPLOYEE TRAINING		0.00	250.00	
	700-4050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		250.00		
2559	SEDGWICK CLAIMS MANAGEMENT SERVICES, I	04/12/2022		Virtual Payment	0.00	9,777.50	APA000947
400000090673	Invoice	04/11/2022	04/01/22-06/30/22 WORKERS COMP CLAI		0.00	9,777.50	
	100-1240-7068-0000	CONTRACTUAL SERVICES	04/01/22-06/30/22 WORKERS C		9,777.50		
3835	SEGURA FAMILY INVESTMENT INC	04/12/2022		Virtual Payment	0.00	290.57	APA000948
2081	Invoice	04/11/2022	VEHICLE MAINTENANCE		0.00	290.57	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		290.57		
4421	SGH ARCHITECTS	04/12/2022		Virtual Payment	0.00	24,670.00	APA000949
2735	Invoice	04/11/2022	ISFB-09 BUILDING B WINDOWS - ARCHITE		0.00	1,020.00	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-09 BUILDING B WINDOWS		1,020.00		
2736	Invoice	04/11/2022	ISFB-04 CITY HALL HVAC - ARCHITECTURA		0.00	9,100.00	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-04 CITY HALL HVAC - ARCHI		9,100.00		
2737	Invoice	04/11/2022	ISFB-03 CITY HALL BATHROOM - ARCHITE		0.00	7,800.00	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-03 CITY HALL BATHROOM -		7,800.00		
2738	Invoice	04/11/2022	ISFB-02 SPRINKLER SYSTEM - ARCHITECTU		0.00	6,750.00	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-02 SPRINKLER SYSTEM - AR		6,750.00		
3260	SITEONE LANDSCAPE SUPPLY, LLC	04/12/2022		Virtual Payment	0.00	8,788.78	APA000950
116432346-001	Invoice	04/11/2022	Irrigation Materials		0.00	3,117.47	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	Irrigation Materials		3,117.47		
116728352-001	Invoice	04/11/2022	DEPT SUPPLIES		0.00	390.17	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		390.17		
116738773-001	Invoice	04/11/2022	Irrigation Materials		0.00	1,328.00	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	Irrigation Materials		1,328.00		
116961528-001	Invoice	04/11/2022	Irrigation Materials		0.00	193.39	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	Irrigation Materials		193.39		
116985809-001	Invoice	04/11/2022	Irrigation Materials		0.00	3,759.75	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	Irrigation Materials		3,759.75		
3031	SMARTHIRE	04/12/2022		Virtual Payment	0.00	426.50	APA000951
52443	Invoice	04/11/2022	HIRING COST		0.00	426.50	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COST		426.50		
4545	SOUTH BAY FOUNDRY, INC	04/12/2022		Virtual Payment	0.00	1,141.88	APA000952
0218164	Invoice	04/11/2022	NEW MANHOLE RING & BEAUMONT SEW		0.00	1,141.88	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	NEW MANHOLE RING & BEAUM		1,141.88		
2309	SOUTH COAST AQMD	04/12/2022		Virtual Payment	0.00	582.74	APA000953

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Discount Amount / Item Description	Payment Amount / Payable Amount / Distribution Amount	Number
3938364	Invoice	04/11/2022	ANNUAL RENEWAL FEES		0.00	440.15	
	100-6000-7022-6040			HEALTH PERMIT - PD BLD	ANNUAL RENEWAL FEES	440.15	
3941357	Invoice	04/11/2022	EMISSIONS FEES		0.00	142.59	
	100-6000-7022-6040			HEALTH PERMIT - PD BLD	EMISSIONS FEES	142.59	
2329	ST. FRANCIS ELECTRIC		04/12/2022	Virtual Payment	0.00	2,033.31	APA000954
16605169R	Invoice	04/11/2022	EMERGENCY SERVICES		0.00	905.35	
	100-3250-7068-0000			CONTRACTUAL SERVICES	EMERGENCY SERVICES	905.35	
16605173	Invoice	04/11/2022	EMERGENCY SERVICES		0.00	1,127.96	
	100-3250-7068-0000			CONTRACTUAL SERVICES	EMERGENCY SERVICES	1,127.96	
3400	T.E. ROBERTS, INC		04/12/2022	Virtual Payment	0.00	34,279.47	APA000955
4303	Invoice	04/11/2022	EMERGENCY SERVICES		0.00	34,279.47	
	700-4050-7900-0000			CONTINGENCY	EMERGENCY SERVICES	34,279.47	
4293	THE RETAIL COACH, LLC		04/12/2022	Virtual Payment	0.00	2,333.00	APA000956
3848	Invoice	04/11/2022	Retail Coach Contract		0.00	2,333.00	
	100-1200-7068-0000			CONTRACTUAL SERVICES	Retail Coach Contract	2,333.00	
2455	TURBOSCAPE, INC.		04/12/2022	Virtual Payment	0.00	1,800.00	APA000957
12041	Invoice	04/11/2022	DEPT SUPPLIES		0.00	1,800.00	
	100-6000-7070-6025			SPEC DEPT EXP - CITY HAL	DEPT SUPPLIES	900.00	
	100-6050-7070-0000			SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	900.00	
3855	UNBRANDED SCREEN PRINTING		04/12/2022	Virtual Payment	0.00	1,929.79	APA000958
197554	Invoice	04/11/2022	EMPLOYEE UNIFORMS		0.00	1,929.79	
	100-1200-7065-0000			CITY UNIFORMS	EMPLOYEE UNIFORMS	165.86	
	100-1225-7065-0000			CITY UNIFORMS	EMPLOYEE UNIFORMS	41.58	
	100-1230-7065-0000			CITY UNIFORMS	EMPLOYEE UNIFORMS	103.54	
	100-1350-7065-0000			CITY UNIFORMS	EMPLOYEE UNIFORMS	121.30	
	100-1550-7065-0000			CITY UNIFORMS	EMPLOYEE UNIFORMS	294.92	
	100-2150-7065-0000			CITY UNIFORMS	EMPLOYEE UNIFORMS	173.18	
	100-3100-7065-0000			CITY UNIFORMS	EMPLOYEE UNIFORMS	331.25	
	700-4050-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	171.58	
	750-7000-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	36.77	
	750-7100-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	16.78	
	750-7300-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	178.53	
	750-7400-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	28.24	
	750-7600-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	39.70	
	750-7800-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	16.78	
	750-7900-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	59.54	
	750-8100-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	114.35	
	750-8300-7065-0000			UNIFORMS	EMPLOYEE UNIFORMS	35.89	
2461	UNDERGROUND SERVICE ALERT		04/12/2022	Virtual Payment	0.00	176.65	APA000959

Item 3.

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description	Distribution Amount		
320220048	Invoice	04/11/2022	PROFESSIONAL SERVICES		0.00	176.65	
	700-4050-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	176.65		
3422	WAXIE SANITARY SUPPLY		04/12/2022	Virtual Payment	0.00	780.59	APA000960
80699315	Invoice	04/11/2022	DEPT SUPPLIES		0.00	780.59	
	100-6050-7070-5999		SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES	780.59		
2629	WEST COAST TURF		04/12/2022	Virtual Payment	0.00	1,580.00	APA000961
INV99085779530	Invoice	04/11/2022	DEPT SUPPLIES		0.00	845.00	
	100-6050-7070-5400		SPEC DEPT EXP - SPORTS	DEPT SUPPLIES	845.00		
INV99169279600	Invoice	04/11/2022	DEPT SUPPLIES		0.00	735.00	
	100-6050-7070-5400		SPEC DEPT EXP - SPORTS	DEPT SUPPLIES	735.00		
1120	BASICGOV SYSTEMS, INC		04/06/2022	Bank Draft	0.00	-1,365.69	DFT0003664
32899 VOID	Credit Memo	01/04/2022	PAID TO WRONG VENDOR		0.00	-1,365.69	
	100-6050-7068-016X		CONTRACTUAL SVC IA 16	PAID TO WRONG VENDOR	-1,365.69		

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	5	0.00	201,311.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	-1,365.69
EFT's	153	2	0.00	55,689.40
Virtual Payments	109	57	0.00	234,429.90
	273	**65**	**0.00**	**490,065.12**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBANK-BANK OF HEMET - PAYROLL FED/STATE DEPOSITS						
4447	Alameda County DCSS	04/06/2022	Regular	0.00	619.38	1036

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000765	Invoice	04/08/2022	TYSER / Child Support 200000002077885	0.00	619.38
	100-0000-2105-0000	PAYROLL SUSPENSE	TYSER / Child Support 20000000	619.38	

4448	CA State Disbursement Unit	04/06/2022	Regular	0.00	276.92	1037

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000766	Invoice	04/08/2022	CARATACHEA / Child Support 2000000019	0.00	276.92
	100-0000-2105-0000	PAYROLL SUSPENSE	CARATACHEA / Child Support 20	276.92	

4450	Riverside County Sheriff	04/06/2022	Regular	0.00	113.87	1038

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000768	Invoice	04/08/2022	FIELDS / Garnishment 2021201155	0.00	113.87
	100-0000-2105-0000	PAYROLL SUSPENSE	FIELDS / Garnishment 20212011	113.87	

4449	State Of California FTB	04/06/2022	Regular	0.00	150.00	1039

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000767	Invoice	04/08/2022	STEWARD / Garnishment 554376971	0.00	150.00
	100-0000-2105-0000	PAYROLL SUSPENSE	STEWARD / Garnishment 55437	150.00	

Bank Code PYBANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	1,160.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	0	0	0.00	0.00
	4	**4**	**0.00**	**1,160.17**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	9	0.00	202,471.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	-1,365.69
EFT's	153	2	0.00	55,689.40
Virtual Payments	109	57	0.00	234,429.90
	277	**69**	**0.00**	**491,225.29**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2022	491,225.29
			491,225.29

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Tuesday, April 19, 2022

Printed Checks	111022-111044	$	423,794.29	FY21/22
NvoicePay	APA000962-APA001018	$	135,921.66	
ACH	582-583	$	13,672.38	
	A/P Total	$	573,388.33	
Bank Drafts	CalPERS	$	50,978.20	743 Classic
		$	45,259.80	742 Classic
		$	23,697.16	27308 PEPRA
		$	21,335.46	25763 PEPRA
	MG Trust	$	26,945.74	457
		$	1,265.76	401A
		$	846.22	FICA

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

Check Report

City of Beaumont, CA

By Check Number

Date Range: 04/13/2022 - 04/19/2022

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP PY VEND-AP PAYROLL VENDOR - AP PAYABLES							
3229	ICMA - RC		04/19/2022	EFT	0.00	9,306.88	582
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV0000707	Invoice	03/25/2022	ICMA - RC		0.00	1,125.00	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA - RC	1,125.00		
INV0000708	Invoice	03/25/2022	ICMA (%%)		0.00	408.44	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA (%%)	408.44		
INV0000709	Invoice	03/25/2022	ICMA (AMT)		0.00	2,722.80	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA (AMT)	2,722.80		
INV0000710	Invoice	03/25/2022	ICMA CATCHUP		0.00	260.00	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA CATCHUP	260.00		
INV0000711	Invoice	03/25/2022	ICMA LOAN		0.00	137.20	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA LOAN	137.20		
INV0000751	Invoice	04/08/2022	ICMA - RC		0.00	1,125.00	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA - RC	1,125.00		
INV0000752	Invoice	04/08/2022	ICMA (%%)		0.00	408.44	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA (%%)	408.44		
INV0000753	Invoice	04/08/2022	ICMA (AMT)		0.00	2,722.80	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA (AMT)	2,722.80		
INV0000754	Invoice	04/08/2022	ICMA CATCHUP		0.00	260.00	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA CATCHUP	260.00		
INV0000755	Invoice	04/08/2022	ICMA LOAN		0.00	137.20	
	100-0000-2075-0000		DEFERRED COMPENSATI	ICMA LOAN	137.20		
2264	SEIU		04/19/2022	EFT	0.00	4,365.50	583
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
04/08/22 ADJ	Credit Memo	04/18/2022	ADJ FOR JAIME SALAS		0.00	-75.20	
	100-0000-2061-0000		P.E.R.C. DUES & INS	ADJ FOR JAIME SALAS	-75.20		
12/31/21 ADJ	Credit Memo	04/18/2022	ADJ FOR JAIME SALAS		0.00	-36.07	
	100-0000-2061-0000		P.E.R.C. DUES & INS	ADJ FOR JAIME SALAS	-36.07		
INV0000406	Invoice	12/08/2021	SEIU DUES		0.00	31.48	
	100-0000-2061-0000		P.E.R.C. DUES & INS	SEIU DUES	31.48		
INV0000444	Invoice	12/31/2021	SEIU DUES		0.00	2,212.40	
	100-0000-2061-0000		P.E.R.C. DUES & INS	SEIU DUES	2,212.40		
INV0000748	Invoice	04/08/2022	SEIU DUES		0.00	60.00	
	100-0000-2061-0000		P.E.R.C. DUES & INS	COPE - SEIU DUES	60.00		
INV0000757	Invoice	04/08/2022	SEIU DUES		0.00	2,172.89	
	100-0000-2061-0000		P.E.R.C. DUES & INS	SEIU DUES	2,172.89		
4522	AMERICAN FIDELITY ASSURANCE COMPANY		04/19/2022	Regular	0.00	1,771.66	111027
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV0000749	Invoice	04/08/2022	AMERICAN FIDELITY		0.00	208.33	
	100-0000-2056-0000		DEPENDENT CARE SPEND	AFA DEPENDENT CARE	208.33		
INV0000750	Invoice	04/08/2022	AMERICAN FIDELITY		0.00	1,563.33	
	100-0000-2055-0000		FLEX SPENDING ACCOUN	AFA HEALTH FSA	1,563.33		
1139	BEAUMONT POLICE OFFICERS ASSOCIATION		04/19/2022	Regular	0.00	3,875.00	111028

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Item Description	Discount Amount / Discount Amount	Payment Amount / Payable Amount / Distribution Amount	Number
INV0000747	Invoice	04/08/2022	BPOA DUES			0.00	3,875.00	
	100-0000-2035-0000			C.O.P.S. DUES	BPOA DUES		3,875.00	
4521	FIRE DISTRICTS ASSOCIATION OF CALIFORNIA E		04/19/2022	Regular		0.00	116,378.89	111029
INV0000702	Invoice	03/25/2022	BLUE SHIELD MEDICAL INSURANCE			0.00	3,079.60	
	100-0000-2200-0000			HEALTH INSURANCE	BLUE SHIELD - PRMR		3,079.60	
INV0000712	Invoice	03/25/2022	KAISER MEDICAL INSURANCE			0.00	6,378.17	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER - BASIC		6,378.17	
INV0000713	Invoice	03/25/2022	KAISER MEDICAL INSURANCE			0.00	88,744.64	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER - PRMR		88,744.64	
MARCH 2022 ADJ	Invoice	04/18/2022	BALANCE PAYROLL POSTINGS TO BILLING			0.00	18,176.48	
	100-0000-2200-0000			HEALTH INSURANCE	BALANCE PAYROLL POSTINGS T		18,176.48	
2074	PRE-PAID LEGAL SERVICES INC		04/19/2022	Regular		0.00	331.31	111030
INV0000714	Invoice	03/25/2022	PREPAID LEGAL			0.00	331.31	
	100-0000-2045-0000			PRE PAID LEGAL	PREPAID LEGAL		331.31	
4529	TEXAS LIFE INSURANCE COMPANY		04/19/2022	Regular		0.00	1,836.66	111031
INV0000676	Invoice	03/11/2022	AMERICAN FIDELITY			0.00	948.27	
	100-0000-2045-0000			PRE PAID LEGAL	TEXAS LIFE - POST		948.27	
INV0000716	Invoice	03/25/2022	TEXAS LIFE INSURANCE			0.00	888.39	
	100-0000-2044-0000			TEXAS LIFE VOLUNTARY	TEXAS LIFE - POST		888.39	

Bank Code AP PY VEND Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	5	0.00	124,193.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	16	2	0.00	13,672.38
Virtual Payments	0	0	0.00	0.00
	26	**7**	**0.00**	**137,865.90**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
4521	FIRE DISTRICTS ASSOCIATION OF CALIFORNIA E	04/19/2022	Regular	0.00	97,534.68	111032

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000662	Invoice	03/11/2022	BLUE SHIELD MEDICAL INSURANCE	0.00	3,079.60
	100-0000-2200-0000	HEALTH INSURANCE	BLUE SHIELD - PRMR	3,079.60	
INV0000672	Invoice	03/11/2022	KAISER MEDICAL INSURANCE	0.00	5,580.96
	100-0000-2200-0000	HEALTH INSURANCE	KAISER - BASIC	5,580.96	
INV0000673	Invoice	03/11/2022	KAISER MEDICAL INSURANCE	0.00	88,874.12
	100-0000-2200-0000	HEALTH INSURANCE	KAISER - PRMR	88,874.12	

2074	PRE-PAID LEGAL SERVICES INC	04/19/2022	Regular	0.00	330.30	111033

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
04/08/22 ADJ	Credit Memo	04/18/2022	ADJUSTMENT FOR RAMOS	0.00	-1.01
	100-0000-2045-0000	PRE PAID LEGAL	ADJUSTMENT FOR RAMOS	-1.01	
INV0000756	Invoice	04/08/2022	PREPAID LEGAL	0.00	331.31
	100-0000-2045-0000	PRE PAID LEGAL	PREPAID LEGAL	331.31	

1147	BEAUMONT CHERRY VALLEY WATER DIST.	04/19/2022	Regular	0.00	53,414.47	111034

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description	Distribution Amount		
04/28/22	Invoice	04/18/2022	WATER UTILITY		0.00	53,414.47	
	100-3250-7010-0000		UTILITIES	WATER UTILITY		5,490.12	
	100-3250-7010-007A		UTILITIES (IA 7A)	WATER UTILITY		1,416.04	
	100-3250-7010-007B		UTILITIES (IA 7B)	WATER UTILITY		522.73	
	100-3250-7010-008A		UTILITIES (IA 8A)	WATER UTILITY		30.96	
	100-3250-7010-008B		UTILITIES (IA 8B)	WATER UTILITY		438.83	
	100-3250-7010-010A		UTILITIES (IA 10)	WATER UTILITY		408.41	
	100-3250-7010-012A		UTILITIES (IA 12)	WATER UTILITY		267.52	
	100-3250-7010-014B		UTILITIES (IA 14B)	WATER UTILITY		776.59	
	100-3250-7010-014X		UTILITIES (IA 14)	WATER UTILITY		5,218.22	
	100-3250-7010-015X		UTILITIES (IA 15)	WATER UTILITY		1,076.35	
	100-3250-7010-016X		UTILITIES (IA 16)	WATER UTILITY		271.27	
	100-3250-7010-018X		UTILITIES (IA 18)	WATER UTILITY		580.43	
	100-3250-7010-019A		UTILITIES (IA 19A)	WATER UTILITY		1,215.27	
	100-3250-7010-019C		UTILITIES (IA 19C)	WATER UTILITY		90.53	
	100-3250-7010-06A1		UTILITIES (IA 6A1)	WATER UTILITY		2,217.29	
	100-6000-7010-6045		UTILITIES - COMMUNITY	WATER UTILITY		590.10	
	100-6050-7010-0000		UTILITIES	WATER UTILITY		718.93	
	100-6050-7010-003X		UTILITIES IA 3	WATER UTILITY		3,777.47	
	100-6050-7010-007A		UTILITIES IA 7A	WATER UTILITY		699.73	
	100-6050-7010-008A		UTILITIES IA 8A (SUNDAN	WATER UTILITY		4,389.42	
	100-6050-7010-008C		UTILITIES IA 8C	WATER UTILITY		1.81	
	100-6050-7010-008D		UTILITIES IA 8D	WATER UTILITY		169.66	
	100-6050-7010-008E		UTILITIES IA 8E	WATER UTILITY		155.63	
	100-6050-7010-014A		UTILITIES IA 14A (OAK VA	WATER UTILITY		554.34	
	100-6050-7010-014B		UTILITIES IA 14B	WATER UTILITY		1,689.65	
	100-6050-7010-017A		UTILITIES IA 17A (TOURN	WATER UTILITY		1,574.14	
	100-6050-7010-017C		UTILITIES IA 17C	WATER UTILITY		113.34	
	100-6050-7010-018X		UTILITIES IA 18	WATER UTILITY		1.81	
	100-6050-7010-019C		UTILITIES IA 19C	WATER UTILITY		366.10	
	100-6050-7010-020X		UTILITIES IA 20	WATER UTILITY		585.43	
	100-6050-7010-06A1		UTILITIES IA 6A1	WATER UTILITY		393.62	
	100-6050-7010-1601		UTILITIES IA 1601	WATER UTILITY		1,597.46	
	100-6050-7010-5050		UTILITIES, PARK (DEFORG	WATER UTILITY		371.69	
	100-6050-7010-5200		UTILITIES, PARK (PALMER)	WATER UTILITY		16.28	
	100-6050-7010-5250		UTILITIES, PARK (RANGEL)	WATER UTILITY		838.97	
	100-6050-7010-5350		UTILITIES, PARK (SHADO	WATER UTILITY		613.88	
	100-6050-7010-5400		UTILITIES, PARK (SPORTS	WATER UTILITY		3,522.00	
	100-6050-7010-5450		UTILITIES, PARK (STETSON	WATER UTILITY		3,461.86	
	100-6050-7010-5500		UTILITIES, PARK (STEWAR	WATER UTILITY		787.98	
	100-6050-7010-5600		UTILITIES, PARK (TREVINO	WATER UTILITY		84.83	
	100-6050-7010-5650		UTILITIES, PARK (VETERA	WATER UTILITY		77.64	
	100-6050-7010-5700		UTILITIES, PARK (WILD FL	WATER UTILITY		891.95	
	700-4050-7010-0000		UTILITIES	WATER UTILITY		5,327.02	
	700-4050-7010-019C		UTILTIIES (IA 19C)	WATER UTILITY		21.17	
1305	CNOA		04/19/2022	Regular	0.00	100.00	111035
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
452571 CHECK 2	Invoice	04/18/2022	RENEWAL DUES - LEE		0.00	100.00	
	100-2050-7030-0000		DUES & SUBSCRIPTIONS	RENEWAL DUES - LEE		100.00	
1404	DEPARTMENT OF MOTOR VEHICLES		04/19/2022	Regular	0.00	14.00	111036
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
8YXP324 02/09/2	Invoice	04/18/2022	REINSTATE SUSPENDED REGISTRATION		0.00	14.00	
	100-2050-7037-0000		VEHICLE MAINTENANCE	REINSTATE SUSPENDED REGISTR		14.00	
1429	DMV MAIL RENEWAL		04/19/2022	Regular	0.00	54.00	111037

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
AD9F09 06/30/22	Invoice	04/18/2022	OFF HIGHWAY VEHICLE REGISTRATION GR		0.00	54.00	
	100-2050-7037-0000		VEHICLE MAINTENANCE	OFF HIGHWAY VEHICLE REGISTR		54.00	
1481	ENTERPRISE RENTAL		04/19/2022	Regular	0.00	3,155.25	111038
29205023	Invoice	04/18/2022	SPECIAL DEPT SUPPLIES		0.00	3,155.25	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES	SPECIAL DEPT SUPPLIES		3,155.25	
2007	NV5, INC		04/19/2022	Regular	0.00	98,731.17	111039
161058	Invoice	04/18/2022	INSPECTION SERVICES		0.00	1,155.00	
	100-0000-2025-0000		MANUAL ACCTS PAYABLE	INSPECTION SERVICES		1,155.00	
235450	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	501.25	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		501.25	
252916	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	682.50	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		682.50	
252921	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	1,190.00	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		1,190.00	
252929	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	272.50	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		272.50	
252945	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	847.50	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		847.50	
252947	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	600.00	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		600.00	
253011	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	1,642.34	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		1,642.34	
253145	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	1,071.53	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		1,071.53	
253146	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	937.59	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		937.59	
253147	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	195.00	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		195.00	
253148	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	401.83	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		401.83	
253149	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	803.65	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		803.65	
253151	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	401.83	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		401.83	
253153	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	803.65	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		803.65	
253155	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	401.78	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		401.78	
253156	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	803.65	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		803.65	
253158	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	535.77	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		535.77	
253160	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	535.76	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		535.76	
253161	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU		0.00	535.77	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		535.77	

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
253162	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	401.83	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		401.83	
253163	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,452.60	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		1,452.60	
253164	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	605.25	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		605.25	
253165	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,187.14	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		1,187.14	
253166	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,187.14	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		1,187.14	
253310	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	546.00	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		546.00	
253311	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	546.00	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		546.00	
253312	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	121.65	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		121.65	
253314	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,438.65	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		1,438.65	
253321	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,517.63	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		2,517.63	
253325	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,916.06	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		1,916.06	
253354	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	312.00	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		312.00	
253355	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	211.35	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		211.35	
253357	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	211.35	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		211.35	
253359	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	211.35	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		211.35	
253362	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,641.89	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		2,641.89	
253364	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,737.23	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		2,737.23	
253366	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	4,789.34	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		4,789.34	
253864	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,017.50	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		2,017.50	
253865	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	5,487.61	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		5,487.61	
253866	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	6,617.41	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		6,617.41	
253867	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,769.98	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		2,769.98	
253868	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,957.02	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		2,957.02	
253869	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,144.07	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		3,144.07	
253870	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	4,015.68	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		4,015.68	
253871	Invoice		04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	751.14	
	100-0000-2525-0000			HELD ON DEPOSIT-PUBLI ENGINEERING SERVICES		751.14	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
254292	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,094.89	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		1,094.89	
254295	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	5,366.56	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		5,366.56	
254297	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,936.80	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		1,936.80	
254301	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	4,827.48	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		4,827.48	
254303	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,144.07	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		3,144.07	
254304	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	322.80	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		322.80	
254305	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,129.80	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		1,129.80	
254308	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,820.00	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		1,820.00	
254579	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	640.00	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		640.00	
255003	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	795.00	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		795.00	
255515	Invoice	04/18/2022	INSPECTION SERVICES	0.00	525.00	
	100-0000-2025-0000	MANUAL ACCTS PAYABLE	INSPECTION SERVICES		525.00	
255516	Invoice	04/18/2022	INSPECTION SERVICES	0.00	157.50	
	100-0000-2025-0000	MANUAL ACCTS PAYABLE	INSPECTION SERVICES		157.50	
255517	Invoice	04/18/2022	INSPECTION SERVICES	0.00	157.50	
	100-0000-2025-0000	MANUAL ACCTS PAYABLE	INSPECTION SERVICES		157.50	
260565	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,266.25	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		3,266.25	
261523	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,210.00	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		3,210.00	
261711	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,448.75	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		2,448.75	
261714	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,257.50	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		2,257.50	
261716	Invoice	04/18/2022	ENGINEERING PLAN CHECK & ON CALL SU	0.00	517.50	
	100-0000-2525-0000	HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES		517.50	
	Void	04/19/2022	Regular	0.00	0.00	111040
	Void	04/19/2022	Regular	0.00	0.00	111041
	Void	04/19/2022	Regular	0.00	0.00	111042
	Void	04/19/2022	Regular	0.00	0.00	111043
2311	SOUTHERN CALIFORNIA EDISON	04/19/2022	Regular	0.00	46,266.90	111044

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description		Distribution Amount	
04/18/22	Invoice	04/18/2022	ELECTRIC UTILITY		0.00	46,266.90	
	100-3250-7010-0000		UTILITIES	ELECTRIC UTILITY		18,955.97	
	100-3250-7010-003X		UTILITIES (IA 3)	ELECTRIC UTILITY		3,165.78	
	100-3250-7010-006B		UTILITIES (IA 6B)	ELECTRIC UTILITY		2,422.44	
	100-3250-7010-007A		UTILITIES (IA 7A)	ELECTRIC UTILITY		208.34	
	100-3250-7010-007B		UTILITIES (IA 7B)	ELECTRIC UTILITY		30.26	
	100-3250-7010-007D		UTILITIES (IA 7D)	ELECTRIC UTILITY		146.08	
	100-3250-7010-008A		UTILITIES (IA 8A)	ELECTRIC UTILITY		1,450.25	
	100-3250-7010-008B		UTILITIES (IA 8B)	ELECTRIC UTILITY		109.54	
	100-3250-7010-008C		UTILITIES (IA 8C)	ELECTRIC UTILITY		1,030.38	
	100-3250-7010-008D		UTILITIES (IA 8D)	ELECTRIC UTILITY		28.35	
	100-3250-7010-010A		UTILITIES (IA 10)	ELECTRIC UTILITY		53.17	
	100-3250-7010-011A		UTILITIES (IA 11A)	ELECTRIC UTILITY		205.45	
	100-3250-7010-012A		UTILITIES (IA 12)	ELECTRIC UTILITY		122.49	
	100-3250-7010-014B		UTILITIES (IA 14B)	ELECTRIC UTILITY		59.74	
	100-3250-7010-014X		UTILITIES (IA 14)	ELECTRIC UTILITY		1,983.04	
	100-3250-7010-018X		UTILITIES (IA 18)	ELECTRIC UTILITY		126.60	
	100-3250-7010-019A		UTILITIES (IA 19A)	ELECTRIC UTILITY		269.84	
	100-3250-7010-019C		UTILITIES (IA 19C)	ELECTRIC UTILITY		3,790.48	
	100-3250-7010-06A1		UTILITIES (IA 6A1)	ELECTRIC UTILITY		1,457.91	
	100-6000-7010-6045		UTILITIES - COMMUNITY	ELECTRIC UTILITY		3,522.55	
	100-6050-7010-0000		UTILITIES	ELECTRIC UTILITY		1,360.24	
	100-6050-7010-005X		UTILITIES IA 5	ELECTRIC UTILITY		5,420.99	
	100-6050-7010-007A		UTILITIES IA 7A	ELECTRIC UTILITY		31.35	
	100-6050-7010-5400		UTILITIES, PARK (SPORTS	ELECTRIC UTILITY		242.45	
	100-6050-7010-5500		UTILITIES, PARK (STEWAR	ELECTRIC UTILITY		73.21	
4260	10-8 RETROFIT INC		04/19/2022	Virtual Payment	0.00	7,265.87	APA000962
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
18470	Invoice	04/14/2022	OUTFITTING VEHICLES		0.00	3,571.91	
	500-0000-8040-0000		EQUIPMENT	OUTFITTING VEHICLES		3,571.91	
18474	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	3,693.96	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		3,693.96	
3295	ADAM HALL		04/19/2022	Virtual Payment	0.00	2,656.04	APA000963
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
011466	Invoice	04/14/2022	DEPT SUPPLIES		0.00	2,656.04	
	100-6050-7070-008C		SPEC DEPT EXP - IA 8C	DEPT SUPPLIES		2,656.04	
1050	AMAZON CAPITAL SERVICES		04/19/2022	Virtual Payment	0.00	470.32	APA000964
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
16MP-PHGL-4QH	Invoice	04/14/2022	DEPT SUPPLIES		0.00	62.50	
	100-1200-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		62.50	
1VH6-JDXJ-4YGT	Invoice	04/14/2022	COMMUNITY EVENT SUPPLIES		0.00	137.91	
	100-1550-7040-0000		RECREATION PROGRAMS	COMMUNITY EVENT SUPPLIES		137.91	
1W47-XXK6-3WY	Invoice	04/14/2022	DEPT SUPPLIES		0.00	269.91	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		269.91	
1053	AMERICAN FORENSIC NURSES		04/19/2022	Virtual Payment	0.00	188.97	APA000965
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description		Distribution Amount	
75884	Invoice	04/18/2022	American Forensic Nurses - Blood Draws		0.00	125.98	
	100-2050-7068-0000		CONTRACTUAL SERVICES	American Forensic Nurses - Bloo		125.98	
75885	Invoice	04/18/2022	American Forensic Nurses - Blood Draws		0.00	62.99	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2050-7068-0000	CONTRACTUAL SERVICES	American Forensic Nurses - Bloo		62.99	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	04/19/2022	Virtual Payment	0.00	960.00	APA000966
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
622888	Invoice	04/18/2022	Pest Control for City Buildings	0.00	685.00	
	100-6000-7068-6025	CONTRACTUAL SVC - CITY	PEST CONTROL FOR CITY BUILDI		130.00	
	100-6000-7068-6026	CONTRACTUAL SVC - CITY	PEST CONTROL FOR CITY BUILDI		65.00	
	100-6000-7068-6032	CONTRACTUAL SVC- CITY	PEST CONTROL FOR CITY BUILDI		45.00	
	100-6000-7068-6040	CONTRACTUAL SVC- POLI	PEST CONTROL FOR CITY BUILDI		75.00	
	100-6000-7068-6041	CONTRACTUAL SVC- POLI	PEST CONTROL FOR CITY BUILDI		45.00	
	100-6000-7068-6045	CONTRACTUAL SVC- COM	PEST CONTROL FOR CITY BUILDI		130.00	
	100-6000-7068-6055	CONTRACTUAL SVC- FIRE	PEST CONTROL FOR CITY BUILDI		65.00	
	750-7000-7068-0000	CONTRACTUAL SERVICES	PEST CONTROL FOR CITY BUILDI		65.00	
	750-7300-7068-0000	CONTRACTUAL SERVICES	PEST CONTROL FOR CITY BUILDI		65.00	
649184	Invoice	04/14/2022	PROFESSIONAL SERVICES	0.00	275.00	
	100-6000-7068-6040	CONTRACTUAL SVC- POLI	PROFESSIONAL SERVICES		275.00	
1081	ARCCOP	04/19/2022	Virtual Payment	0.00	200.00	APA000967
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
2022-08	Invoice	04/14/2022	ANNUAL ARCCOP MEMBERSHIP DUES 20	0.00	200.00	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	ANNUAL ARCCOP MEMBERSHIP		200.00	
3661	ARROWHEAD GROUP INC	04/19/2022	Virtual Payment	0.00	5,808.72	APA000968
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
34092	Invoice	04/14/2022	DEPT SUPPLIES	0.00	2,904.36	
	100-6050-7070-5600	SPEC DEPT EXP - TREVINO	DEPT SUPPLIES		2,904.36	
34093	Invoice	04/14/2022	DEPT SUPPLIES	0.00	2,904.36	
	100-6050-7070-5600	SPEC DEPT EXP - TREVINO	DEPT SUPPLIES		2,904.36	
1100	AUTOZONE	04/19/2022	Virtual Payment	0.00	376.64	APA000969
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
2882070551	Invoice	04/14/2022	VEHICLE MAINTENANCE	0.00	79.81	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		79.81	
2882085335	Invoice	04/14/2022	VEHICLE MAINTENANCE	0.00	277.34	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		277.34	
2882088819	Invoice	04/14/2022	VEHICLE MAINTENANCE	0.00	19.49	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		19.49	
1169	BPS TACTICAL INC	04/19/2022	Virtual Payment	0.00	614.18	APA000970
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
22013389	Invoice	04/14/2022	EMPLOYEE UNIFORM	0.00	614.18	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORM		614.18	
3215	BURGESON'S HEATING & AIR CONDITIONING, I	04/19/2022	Virtual Payment	0.00	99.00	APA000971
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
1292825	Invoice	04/14/2022	BUILDING MAINTENANCE	0.00	99.00	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		99.00	
4556	CAROLINE GILLETTE	04/19/2022	Virtual Payment	0.00	120.00	APA000972

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
RCT R01223439	Invoice	04/14/2022	REFUND FOR TINY TYKES SOCCER		0.00	120.00	
	100-1550-7040-0000	RECREATION PROGRAMS	REFUND FOR TINY TYKES SOCCE		120.00		
4562	CAROLINE MORALES		04/19/2022	Virtual Payment	0.00	40.00	APA000973
RCT R01227512	Invoice	04/14/2022	DEPOSIT REFUND		0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND		40.00		
2593	CREATIVE SERVICES OF NEW ENGLAND		04/19/2022	Virtual Payment	0.00	768.90	APA000974
C22-26000	Invoice	04/14/2022	DEPT SUPPLIES		0.00	768.90	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		768.90		
4389	CYNTHIA GAMACHE		04/19/2022	Virtual Payment	0.00	296.80	APA000975
011	Invoice	04/14/2022	YOGA CLASSES FOR MARCH 2022		0.00	296.80	
	100-1550-7040-0000	RECREATION PROGRAMS	YOGA CLASSES FOR MARCH 202		296.80		
4557	DAVID MYRDAHL		04/19/2022	Virtual Payment	0.00	40.00	APA000976
RCT R12258865	Invoice	04/14/2022	DEPOSIT REFUND		0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND		40.00		
1391	DEKRA-LITE IND.,INC.		04/19/2022	Virtual Payment	0.00	314.51	APA000977
ARINV016676	Invoice	04/14/2022	DEPT SUPPLIES		0.00	314.51	
	100-1200-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		314.51		
2937	DIAMOND ENVIRONMENTAL SERVICES LP		04/19/2022	Virtual Payment	0.00	153.81	APA000978
0003867396	Invoice	04/14/2022	DEPT SUPPLIES		0.00	153.81	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		153.81		
1414	DIAMOND HILLS AUTO GROUP		04/19/2022	Virtual Payment	0.00	20.67	APA000979
30003263	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	20.67	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		20.67		
4458	DIANA T BENHAR		04/19/2022	Virtual Payment	0.00	126.00	APA000980
006	Invoice	04/14/2022	ZUMBA CLASSES FOR MARCH 2022		0.00	126.00	
	100-1550-7040-0000	RECREATION PROGRAMS	ZUMBA CLASSES FOR MARCH 2		126.00		
1424	DIRECTV		04/19/2022	Virtual Payment	0.00	322.76	APA000981
039668521X2204	Invoice	04/14/2022	BUILDING UTILITY		0.00	84.44	
	100-6000-7010-6055	UTILITIES - FIRE STATION	BUILDING UTILITY		84.44		
045085274X2204	Invoice	04/14/2022	BUILDING MAINTENANCE		0.00	119.44	
	100-6000-7010-6040	UTILITIES - POLICE DEPT	BUILDING MAINTENANCE		119.44		

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
051553347X2204	Invoice	04/14/2022	BUILDING UTILITY		0.00	59.44	
	100-6000-7010-6025		UTILITIES - CITY HALL	BUILDING UTILITY		59.44	
063515264X2204	Invoice	04/14/2022	BUILDING UTILITY		0.00	59.44	
	100-6000-7010-6041		UTILITIES - POLICE ANNEX	BUILDING UTILITY		59.44	
4520	ERGOCENTRIC US, INC.		04/19/2022	Virtual Payment	0.00	1,482.00	APA000982
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
807768	Invoice	04/18/2022	Purchase of 2 dispatch chairs		0.00	1,482.00	
	100-2090-7085-0000		BUILDING SUPPLIES/MAI	Purchase of 2 dispatch chairs	1,482.00		
1499	EVIDENT		04/19/2022	Virtual Payment	0.00	99.00	APA000983
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
189427A	Invoice	04/14/2022	DEPT SUPPLIES		0.00	99.00	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	99.00		
1501	FAIRVIEW FORD		04/19/2022	Virtual Payment	0.00	271.17	APA000984
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
886169	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	206.80	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	206.80		
890735	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	64.37	
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	64.37		
1518	FLYERS ENERGY		04/19/2022	Virtual Payment	0.00	1,258.88	APA000985
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
CFS-2946361	Invoice	04/14/2022	FUEL EXPENSE		0.00	1,258.88	
	750-7600-7050-0000		FUEL	FUEL EXPENSE	269.20		
	750-7900-7050-0000		FUEL	FUEL EXPENSE	320.42		
	750-8300-7050-0000		FUEL	FUEL EXPENSE	669.26		
1533	FRONTIER COMMUNICATIONS		04/19/2022	Virtual Payment	0.00	2,840.45	APA000986
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
213-181-1343-03	Invoice	04/14/2022	PHONE UTILITY		0.00	69.47	
	700-4050-7015-0000		TELEPHONE	PHONE UTILITY	69.47		
323-156-8188-02	Invoice	04/14/2022	PHONE UTILITY		0.00	85.98	
	100-1230-7015-6060		TELEPHONE (4th ST YARD	PHONE UTILITY	85.98		
951-197-0624-08	Invoice	04/14/2022	PHONE UTILITY		0.00	252.34	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)	PHONE UTILITY	252.34		
951-197-0863-06	Invoice	04/14/2022	PHONE UTILITY		0.00	357.50	
	700-4050-7015-0000		TELEPHONE	PHONE UTILITY	357.50		
951-769-6032-08	Invoice	04/14/2022	PHONE UTILITY		0.00	69.25	
	100-1230-7015-5400		TELEPHONE - SPORTS PAR	PHONE UTILITY	69.25		
951-769-8500-01	Invoice	04/14/2022	PHONE UTILITY		0.00	1,348.21	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)	PHONE UTILITY	1,348.21		
951-769-8520-01	Invoice	04/14/2022	PHONE UTILITY		0.00	202.45	
	100-1230-7015-6025		TELEPHONE (CITY HALL)	PHONE UTILITY	202.45		
951-769-8530-06	Invoice	04/14/2022	PHONE UTILITY		0.00	236.72	
	750-7000-7015-0000		TELEPHONE	PHONE UTILITY	236.72		
951-769-8533-09	Invoice	04/14/2022	PHONE UTILITY		0.00	52.61	
	750-7300-7015-0000		TELEPHONE	PHONE UTILITY	52.61		
951-769-8539-04	Invoice	04/14/2022	PHONE UTILITY		0.00	165.92	
	100-1230-7015-6045		TELEPHONE (COMM CTR)	PHONE UTILITY	165.92		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1579	GOSCH	04/19/2022	Virtual Payment	0.00	94.57	APA000987

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
1041852	Invoice	04/14/2022	VEHICLE MAINTENANCE	0.00	41.73
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	41.73	
5041424	Invoice	04/14/2022	VEHICLE MAINTENANCE	0.00	52.84
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	52.84	

1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/19/2022	Virtual Payment	0.00	338.70	APA000988

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
34424	Invoice	04/18/2022	Huntington Transcription Servcies for FY 2	0.00	338.70
	100-2050-7068-0000	CONTRACTUAL SERVICES	Huntington Transcription Servci	338.70	

4560	INTEGRITY MUNICIPAL SYSTEMS LLC	04/19/2022	Virtual Payment	0.00	1,154.00	APA000989

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
10809	Invoice	04/14/2022	DEPT SUPPLIES	0.00	1,154.00
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,154.00	

4452	JULIA STOCKMAN	04/19/2022	Virtual Payment	0.00	280.00	APA000990

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
005	Invoice	04/14/2022	BALLET CLASSES FOR MARCH 2022	0.00	280.00
	100-1550-7040-0000	RECREATION PROGRAMS	BALLET CLASSES FOR MARCH 20	280.00	

1806	KONICA MINOLTA PREMIER FINANCE	04/19/2022	Virtual Payment	0.00	4,918.06	APA000991

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
468608690	Invoice	04/14/2022	EQUIPMENT RENTAL	0.00	4,317.89
	100-1230-7075-6025	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	1,342.13	
	100-1230-7075-6026	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	458.88	
	100-1230-7075-6040	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	1,068.14	
	100-1230-7075-6041	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	530.98	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	458.88	
	750-7000-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	458.88	
468852033	Invoice	04/14/2022	EQUIPMENT RENTAL	0.00	600.17
	100-1230-7075-6026	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	420.12	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	180.05	

1856	LEXISNEXIS RISK SOLUTIONS	04/19/2022	Virtual Payment	0.00	171.70	APA000992

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
1535776-202203	Invoice	04/14/2022	MONTHLY SUBSCRIPTION FEE	0.00	171.70
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	MONTHLY SUBSCRIPTION FEE	171.70	

4559	MICHELLE RODRIGUEZ	04/19/2022	Virtual Payment	0.00	40.00	APA000993

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
RCT R01225897	Invoice	04/14/2022	DEPOSIT REFUND	0.00	40.00
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00	

1971	MOTOROLA	04/19/2022	Virtual Payment	0.00	540.00	APA000994

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
1411000164	Invoice	04/14/2022	PD RADIO COSTS	0.00	540.00
	500-0000-8040-0000	EQUIPMENT	PD RADIO COSTS	540.00	

1984	NAPA AUTO PARTS	04/19/2022	Virtual Payment	0.00	931.93	APA000995

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
175841	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	1.22	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1.22		
176152	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	27.99	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.99		
176348	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	225.63	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		225.63		
176536	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	32.31	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		32.31		
176695	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	20.46	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		20.46		
176844	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	10.23	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		10.23		
176854	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	40.90	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		40.90		
177036	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	17.23	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		17.23		
177265	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	555.96	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		555.96		
2009	O'REILLY AUTO PARTS		04/19/2022	Virtual Payment	0.00	629.48	APA000996
2678-421823	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	16.15	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.15		
2678-422758	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	35.95	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		35.95		
2678-423950	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	43.09	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		43.09		
2678-423961	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	29.07	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		29.07		
2678-424623	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	216.65	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		216.65		
2678-424628	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	141.87	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		141.87		
2678-424657	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	4.30	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.30		
2678-424784	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	38.49	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		38.49		
2678-426993	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	34.17	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		34.17		
2678-427885	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	49.54	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		49.54		
2678-428020	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	20.20	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		20.20		
2039	PARKHOUSE TIRE, INC.		04/19/2022	Virtual Payment	0.00	3,133.68	APA000997
2030212013	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	493.08	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		493.08		
2030212061	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	258.50	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		258.50		

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2030212308	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	729.49	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		729.49		
2030212315	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	1,652.61	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1,652.61		
2871	PARTS AUTHORITY METRO LLC		04/19/2022	Virtual Payment	0.00	43.42	APA000998
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
062-949174	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	43.42	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		43.42		
2072	POLYDYNE, INC.		04/19/2022	Virtual Payment	0.00	7,181.97	APA000999
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
1609534	Invoice	04/18/2022	CHEMICALS & SUPPLIES		0.00	7,181.97	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	CHEMICALS & SUPPLIES		7,181.97		
3652	PRUDENTIAL OVERALL SUPPLY		04/19/2022	Virtual Payment	0.00	265.48	APA001000
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
23302606	Invoice	04/18/2022	Uniform Rental and Cleaning		0.00	93.02	
	100-6050-7065-0000	CITY UNIFORMS	Uniform Rental and Cleaning		93.02		
23305796	Invoice	04/18/2022	Uniform Rental and Cleaning		0.00	120.99	
	750-7100-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		14.13		
	750-7400-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		30.38		
	750-7600-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		26.05		
	750-7800-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		14.43		
	750-7900-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		17.00		
	750-8300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		19.00		
23305823	Invoice	04/18/2022	Uniform Rental and Cleaning		0.00	51.47	
	750-7300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		51.47		
4383	PUBLIC TRUST ADVISORS, LLC		04/19/2022	Virtual Payment	0.00	470.86	APA001001
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
247523	Invoice	04/18/2022	INVESTMENT ADVISOR SERVICES		0.00	470.86	
	100-1225-7068-0000	CONTRACTUAL SERVICES	INVESTMENT ADVISOR SERVICE		470.86		
2091	PURCHASE POWER-1183		04/19/2022	Virtual Payment	0.00	55.58	APA001002
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
8000-9000-0779-	Invoice	04/14/2022	POSTAGE		0.00	55.58	
	100-2050-7025-0000	OFFICE SUPPLIES	POSTAGE		55.58		
4410	Ray Allen Manufacturing, LLC		04/19/2022	Virtual Payment	0.00	172.39	APA001003
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
RINV242634	Invoice	04/14/2022	DEPT SUPPLIES		0.00	172.39	
	100-2080-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		172.39		
3421	REDLANDS-YUCAIPA RENTALS, INC.		04/19/2022	Virtual Payment	0.00	404.25	APA001004
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount		
404237	Invoice	04/14/2022	DEPT SUPPLIES		0.00	404.25	
	100-6050-7070-008C	SPEC DEPT EXP - IA 8C	DEPT SUPPLIES		404.25		
1113	RYAN M. WESTBROOK INC		04/19/2022	Virtual Payment	0.00	18.00	APA001005

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
						Discount Amount	Payable Amount	
	Account Number			Account Name	Item Description	Distribution Amount		
777578	Invoice	04/14/2022	ANIMAL CARE SERVICES			0.00	18.00	
	100-2000-7068-0000			CONTRACTUAL SERVICES	ANIMAL CARE SERVICES	18.00		
2234	SAN BERNARDINO COUNTY SHERIFF'S DEPARTI		04/19/2022	Virtual Payment		0.00	9,789.00	APA001006
						Discount Amount	Payable Amount	
	Account Number			Account Name	Item Description	Distribution Amount		
RNG-21-068	Invoice	04/18/2022	San Bernardino County Sheriff Trimester T			0.00	9,789.00	
	100-2050-7066-0000			TRAVEL, EDUCATION, TRA	San Bernardino County Sheriff T	9,789.00		
2289	SIMPLIFILE		04/19/2022	Virtual Payment		0.00	1,457.00	APA001007
						Discount Amount	Payable Amount	
	Account Number			Account Name	Item Description	Distribution Amount		
15004419557	Invoice	04/14/2022	RECORDING SERVICES			0.00	1,457.00	
	100-1200-7068-0000			CONTRACTUAL SERVICES	RECORDING SERVICES	167.00		
	100-3100-7068-0000			CONTRACTUAL SERVICES	RECORDING SERVICES	12.00		
	700-4050-7068-0000			CONTRACTUAL SERVICES	RECORDING SERVICES	1,278.00		
3260	SITEONE LANDSCAPE SUPPLY, LLC		04/19/2022	Virtual Payment		0.00	4,570.65	APA001008
						Discount Amount	Payable Amount	
	Account Number			Account Name	Item Description	Distribution Amount		
116961528-002	Invoice	04/14/2022	DEPT SUPPLIES			0.00	133.37	
	100-6050-7070-008C			SPEC DEPT EXP - IA 8C	DEPT SUPPLIES	133.37		
117422251-001	Invoice	04/18/2022	Irrigation Materials			0.00	3,820.41	
	100-6050-7070-0000			SPECIAL DEPT SUPPLIES	Irrigation Materials	3,820.41		
117422722-001	Invoice	04/14/2022	DEPT SUPPLIES			0.00	616.87	
	100-6050-7070-008C			SPEC DEPT EXP - IA 8C	DEPT SUPPLIES	616.87		
2407	THE GAS COMPANY		04/19/2022	Virtual Payment		0.00	2,157.55	APA001009
						Discount Amount	Payable Amount	
	Account Number			Account Name	Item Description	Distribution Amount		
03822937417 04/	Invoice	04/14/2022	GAS UTILITY			0.00	73.24	
	100-6000-7010-6041			UTILITIES - POLICE ANNEX	GAS UTILITY	73.24		
05789544425 04/	Invoice	04/14/2022	GAS UTILITY			0.00	371.34	
	100-6000-7010-6045			UTILITIES - COMMUNITY	GAS UTILITY	371.34		
12604948096 04/	Invoice	04/14/2022	GAS UTILITY			0.00	1,712.97	
	700-4050-7010-0000			UTILITIES	GAS UTILITY	1,712.97		
4293	THE RETAIL COACH, LLC		04/19/2022	Virtual Payment		0.00	3,750.00	APA001010
						Discount Amount	Payable Amount	
	Account Number			Account Name	Item Description	Distribution Amount		
3739	Invoice	04/18/2022	Retail Coach Contract			0.00	3,750.00	
	100-1200-7068-0000			CONTRACTUAL SERVICES	Retail Coach Contract	3,750.00		
2430	TIME WARNER CABLE		04/19/2022	Virtual Payment		0.00	151.22	APA001011
						Discount Amount	Payable Amount	
	Account Number			Account Name	Item Description	Distribution Amount		
0013594032022	Invoice	04/14/2022	PHONE UTILITY			0.00	151.22	
	100-1230-7015-6040			TELEPHONE (POLICE DPT)	PHONE UTILITY	151.22		
2430	TIME WARNER CABLE		04/19/2022	Virtual Payment		0.00	54.97	APA001012
						Discount Amount	Payable Amount	
	Account Number			Account Name	Item Description	Distribution Amount		
0014188032022	Invoice	04/14/2022	PHONE UTILITY			0.00	54.97	
	100-1230-7015-6055			TELEPHONE (MAPLE AVE)	PHONE UTILITY	54.97		
2430	TIME WARNER CABLE		04/19/2022	Virtual Payment		0.00	2,849.47	APA001013

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description		Distribution Amount	
0241971032522	Invoice	04/14/2022	PHONE UTILITY		0.00	2,849.47	
	100-1230-7015-6025		TELEPHONE (CITY HALL)	PHONE UTILITY		2,849.47	
2456	TURF STAR, INC.		04/19/2022	Virtual Payment	0.00	701.59	APA001014
7215663-00	Invoice	04/14/2022	VEHICLE MAINTENANCE		0.00	663.39	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		663.39	
7217900-00	Invoice	04/14/2022	EQUIPMENT MAINTENANCE		0.00	38.20	
	100-6050-7090-0000		EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE		38.20	
2457	TYLER WORKS - TECHNOLOGIES		04/19/2022	Virtual Payment	0.00	635.00	APA001015
025-371319	Invoice	04/14/2022	MONTHLY FEE FOR WEBSITE SUPPORT		0.00	50.00	
	100-1230-7068-0000		CONTRACTUAL SERVICES	MONTHLY FEE FOR WEBSITE SU		50.00	
025-371697	Invoice	04/14/2022	SOFTWARE		0.00	260.00	
	100-1230-7071-0000		SOFTWARE	SOFTWARE		260.00	
025-372819	Invoice	04/14/2022	SOFTWARE		0.00	325.00	
	100-1230-7071-0000		SOFTWARE	SOFTWARE		325.00	
2484	VERIZON		04/19/2022	Virtual Payment	0.00	9,581.21	APA001016
9902570261	Invoice	04/14/2022	PD AIRCARDS		0.00	3,600.86	
	100-1230-7015-0000		TELEPHONE	PD AIRCARDS		3,600.86	
9902786215	Invoice	04/14/2022	PHONE UTILITY - DEPT CELL PHONES		0.00	4,856.87	
	100-1230-7015-0000		TELEPHONE	PHONE UTILITY - DEPT CELL PH		3,641.24	
	700-4050-7015-0000		TELEPHONE	PHONE UTILITY - DEPT CELL PH		546.69	
	750-7000-7015-0000		TELEPHONE	PHONE UTILITY - DEPT CELL PH		668.94	
9902786216	Invoice	04/14/2022	PHONE UTILITY - TRANSIT TABLETS		0.00	920.24	
	750-7100-7015-0000		TELEPHONE	PHONE UTILITY - TRANSIT TABLE		87.61	
	750-7400-7015-0000		TELEPHONE	PHONE UTILITY - TRANSIT TABLE		262.27	
	750-7600-7015-0000		TELEPHONE	PHONE UTILITY - TRANSIT TABLE		219.02	
	750-7700-7015-0000		TELEPHONE	PHONE UTILITY - TRANSIT TABLE		87.88	
	750-7800-7015-0000		TELEPHONE	PHONE UTILITY - TRANSIT TABLE		43.90	
	750-7900-7015-0000		TELEPHONE	PHONE UTILITY - TRANSIT TABLE		43.90	
	750-8000-7015-0000		TELEPHONE	PHONE UTILITY - TRANSIT TABLE		43.90	
	750-8100-7015-0000		TELEPHONE	PHONE UTILITY - TRANSIT TABLE		87.88	
	750-8200-7015-0000		TELEPHONE	PHONE UTILITY - TRANSIT TABLE		43.88	
9902786217	Invoice	04/14/2022	IPADS - 1550		0.00	76.02	
	100-1230-7015-0000		TELEPHONE	IPADS - 1550		76.02	
9902786218	Invoice	04/14/2022	IPADS - 3100		0.00	76.02	
	100-1230-7015-0000		TELEPHONE	IPADS - 3100		76.02	
9902786219	Invoice	04/14/2022	IPADS - 1550/6050		0.00	51.20	
	100-1230-7015-0000		TELEPHONE	IPADS - 1550/6050		51.20	
2517	VOYAGER		04/19/2022	Virtual Payment	0.00	52,018.24	APA001017

Item 3.

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
					Discount Amount	Payable Amount	
8690650032213	Invoice	04/14/2022	FUEL EXPENSE		0.00	52,018.24	
	100-2000-7050-0000		FUEL	FUEL EXPENSE		625.50	
	100-2030-7050-0000		FUEL	FUEL EXPENSE		66.45	
	100-2050-7050-0000		FUEL	FUEL EXPENSE		21,382.64	
	100-2100-7050-0000		FUEL	FUEL EXPENSE		89.58	
	100-2150-7050-0000		FUEL	FUEL EXPENSE		275.64	
	100-3100-7050-0000		FUEL	FUEL EXPENSE		942.62	
	100-3250-7050-0000		FUEL	FUEL EXPENSE		2,256.18	
	100-6050-7050-0000		FUEL	FUEL EXPENSE		8,559.52	
	700-4050-7050-0000		FUEL	FUEL EXPENSE		3,259.31	
	750-7000-7050-0000		FUEL	FUEL EXPENSE		86.79	
	750-7100-7050-0000		FUEL	FUEL EXPENSE		906.43	
	750-7300-7050-0000		FUEL	FUEL EXPENSE		373.41	
	750-7400-7050-0000		FUEL	FUEL EXPENSE		3,492.74	
	750-7600-7050-0000		FUEL	FUEL EXPENSE		3,546.51	
	750-7800-7050-0000		FUEL	FUEL EXPENSE		636.71	
	750-7900-7050-0000		FUEL	FUEL EXPENSE		1,707.99	
	750-8100-7050-0000		FUEL	FUEL EXPENSE		1,042.04	
	750-8200-7050-0000		FUEL	FUEL EXPENSE		1,742.18	
	750-8300-7050-0000		FUEL	FUEL EXPENSE		1,026.00	
3457	ZONAR SYSTEMS		04/19/2022	Virtual Payment	0.00	567.00	APA001018
					Discount Amount	Payable Amount	
SI547007	Invoice	04/14/2022	SOFTWARE		0.00	567.00	
	750-7100-7071-0000		SOFTWARE	SOFTWARE		54.00	
	750-7400-7071-0000		SOFTWARE	SOFTWARE		135.00	
	750-7600-7071-0000		SOFTWARE	SOFTWARE		135.00	
	750-7800-7071-0000		SOFTWARE	SOFTWARE		81.00	
	750-7900-7071-0000		SOFTWARE	SOFTWARE		54.00	
	750-8100-7071-0000		SOFTWARE	SOFTWARE		27.00	
	750-8200-7071-0000		SOFTWARE	SOFTWARE		27.00	
	750-8300-7071-0000		SOFTWARE	SOFTWARE		54.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	9	0.00	299,600.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	115	57	0.00	135,921.66
	190	**70**	**0.00**	**435,522.43**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	85	14	0.00	423,794.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	16	2	0.00	13,672.38
Virtual Payments	115	57	0.00	135,921.66
	216	**77**	**0.00**	**573,388.33**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2022	573,388.33
			573,388.33

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Sean Thuilliez, Chief of Police

DATE May 3, 2022

SUBJECT: **Second Reading to Adopt an Ordinance of the City of Beaumont Regarding Assembly Bill 481 – Military/Specialized Police Equipment Policy and Use**

Background and Analysis:

On April 19, 2022, the City Council held a public hearing and approved the first reading of an Ordinance regarding Assembly Bill 481. This bill governs the policy, use, and inventory of the Beaumont Police Department's military or specialized equipment.

If approved at the second reading, this new ordinance establishes a policy within the police department for the purchase and approval of specialized police equipment. Also, an inventory will be kept listing this specialized equipment.

With the City Council's partnership and approval, the police department and its law enforcement partners can operate with the most advanced technology, equipment, and resources available with the goal to protect and serve the community with increased effectiveness, be prepared for the unexpected, and ultimately save lives with a uniform response standard by all law enforcement agencies across all jurisdictions within the county.

These use policies are published on the police department's website and have been there for over 30 days as is required by AB 481.

The full text to AB481 can be found here:
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB481

The Beaumont Police Department will allow other law enforcement agencies into the City to conduct business with the understanding that their Military/Specialized Police Equipment policy has been approved by their governing body.

Fiscal Impact:

The cost to prepare this report is estimated to be $120.

Recommended Action:

Waive the second full reading and adopt by title only, “An Ordinance of the City of Beaumont for the Adoption of a Military Equipment Use Policy, Otherwise Referred to Herein as a Specialized Police Equipment Use Policy, Pursuant to Assembly Bill 481 and Government Code §7070 for Beaumont Police Department.”

Attachments:

A. Beaumont Police Department Military/Specialized Equipment Use Policy
B. Beaumont Police Department Military/Specialized Equipment Inventory
C. Ordinance

Military Equipment

709.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

State

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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709.2 POLICY

State

It is the policy of the Beaumont Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Beaumont Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

State

The following constitutes a list of qualifying equipment for the Department:

See attachment: AB481 Military/Specialized Equipment List

709.5 APPROVAL

State

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior

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to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

State

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective military equipment use policies in rendering mutual aid.

709.7 ANNUAL REPORT

State

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which

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the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Beaumont Police Department Specialized Equipment Inventory

Type of Equipment	Quantity
Unmanned, remotely piloted aerial or ground vehicles (Aerial drones) • Search and locate missing children or at risk adults • Search and rescue operations to locate lost or injured hikers • A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.	2
Assault weapons defined under PC 30510 & PC 30515 • Semi-auto Benelli shotguns • Increased accuracy and precision at long range distances • Currently used by most law enforcement agencies across the nation	0
Flashbang grenades • Light sound device (LSDD-"Flashbangs") are used to minimize risk to all parties through the temporary distraction of armed and violent suspects that pose significant danger to the officers and community. The effects of the LSDD reduce a suspects reactionary capability and allow for momentary disorientation which creates a tactical advantage. LSDD is a hand delivered device and generally deployed on the exterior of structures • Provides a humane fright to aggressive dogs that pose a threat to officers	0
Tear gas (Pepper Ball Launchers) • Chemical agents are deployed through various means to include hand delivery and weapon launchable, such as **pepper ball**. Munitions are either 37mm or 40mm caliber, shotgun ferret rounds or canister shotgun launched ordinance. Hand delivered chemical agents are placed in metal burn boxes to reduce fire hazards	5/1435
Command and control vehicles built or modified to facilitate the operation and control of public safety units (RV Style Mobile Command Vehicle) • Command vehicles are built in various platforms to include ½ ton pickup chassis, vans, trailers, and RV style configurations. Vehicles built to better assist in command and control during law enforcement operations, natural disasters, and public safety issues. Vehicles are designed with additional communications abilities, computers, white boards, lighting, generators, and mission essential supplies	1
40 mm Projectile Launchers • Less lethal 40mm launchers and rubber projectile munitions are configured for high and low energy impact. 40mm less lethal has been effective in disarming violent suspects, armed suspects, and subjects who are suicidal with minimal injury and risk to the person, law enforcement, or the public	0

Beaumont Police Department Specialized Equipment Inventory

Bean bag launchers • Less lethal bean bags are utilized through a marked/yellow colored easily identifiable less lethal shotgun. The bean bag round is a mall led pellet filled munition made of high-density cloth. The bean bag is the predecessor to the 40mm less lethal having similar benefits as other less lethal platforms	10/176
Rubber projectile launchers • Sting ball grenade launches .38 caliber rubber projectiles and are hand delivered. Generalized use in a tactical operation is infrequent in use and deployment. Search warrants, violent combative subjects, or hostage rescue scenarios are criteria for consideration and use against suspects. Sting balls have a greater application in a jail corrections environment • 40mm and 37mm launchers capable of deploying rubber projectiles munitions. An effective less lethal tool used routinely with success.	0

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF BEAUMONT FOR THE ADOPTION OF A MILITARY EQUIPMENT USE POLICY, OTHERWISE REFERRED TO HEREIN AS A SPECIALIZED POLICE EQUIPMENT USE POLICY, PURSUANT TO ASSEMBLY BILL 481 AND GOVERNMENT CODE §7070 FOR BEAUMONT POLICE DEPARTMENT

THE CITY COUNCIL OF THE CITY OF BEAUMONT HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings. The acquisition of military equipment, otherwise referred to herein as specialized police equipment or equipment, and its deployment in our communities impacts the public's safety and welfare, may increase risk of civilian deaths, may pose risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. The public has a right to know about any funding, acquisition, or use of equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how this equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input. Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before this equipment is funded, acquired, or used. The lack of a public forum to discuss the acquisition of this equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

The City Council finds that the Use Policy will apply to specialized police equipment (military equipment) acquired prior to January 1, 2022, and will provide the public with the highest, industry leading standards of public safety, mitigating damages and injuries to both the public and law enforcement personnel. The City Council also finds that the Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

Section 2. Purpose. To establish a funding, use and acquisition policy that is developed with consideration of the public's concerns about safety, civil rights and the publics welfare. On September 30, 2021, California Governor Gavin Newsom signed AB 481, which became effective January 1, 2022. AB 481 identifies certain specialized law enforcement equipment as 'military equipment' and requires oversight from the City Council for purchase and use of what the bill has deemed 'military equipment.' The law requires the Beaumont Police Department to create a Use Policy that has been adopted by the City Council after holding public meetings to seek the public's input.

Section 3. Authority. This ordinance is adopted pursuant to AB 481, codified at Chapter 12.8 to Division 7 of Title 1 of the Government Code commencing with §7070. These statutes provide for funding, acquisition, and use of 'military equipment,' otherwise referred to as specialized police equipment, for law enforcement agencies throughout the state of California.

Section 4. CEQA. The City Council hereby finds and determines that adoption of this ordinance is not a project within the meaning of section 15378 of the Guidelines for Implementation of the California Environmental Quality Act ("CEQA Guidelines") because it has no potential for resulting in physical change in the environment, either directly or ultimately. The City Council also

finds the approval of this ordinance is exempt under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment

Section 5. Definitions. As used in this ordinance, the following terms shall have the following meanings:

A. "Governing Body" means the elected body that oversees a law enforcement agency. In this case, the governing body means the City Council of the City of Beaumont.

B. "Law Enforcement Agency" means a police department.

C. "Public Meetings/Public Hearings" means regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

D. "Military Equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections §30510 and §30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

E. "Military Equipment Use Policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all the following:

(1) Description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

F. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

G. "Type" means each item that shares the same manufacturer model number.

Section 6. Use Policy.

A. The Use Policy submitted for approval shall include:

(1) A description of each type of equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of equipment.

(3) The fiscal impact of each type of equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Use Policy.

(6) The mechanisms to ensure compliance with the equipment Use Policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of equipment, and how the law enforcement

agency will ensure that each complaint, concern, or question receives a response in a timely manner.

B. This Ordinance approves:

(1) Beaumont Police Department's Policy 709 Military Equipment attached hereto as Attachment A and may be amended in accordance with this ordinance.

Section 6. Compliance. The City Council shall determine, based on the annual equipment report submitted pursuant to Government Code §7072, whether each type of equipment identified in that report has complied with the standards for approval set forth as follows:

A. The equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior equipment use complied with the equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying military Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

If the City Council determines that a type of equipment identified in that annual equipment report has not complied with the standards for approval set forth above, the City Council shall either disapprove a renewal of the authorization for that type of equipment or require modifications to the Use Policy in a manner that will resolve the lack of compliance.

Section 7. Annual Renewal. The City Council shall annually review this ordinance during a public hearing and either disapprove a renewal of the authorization for a type, as defined, of equipment or amend the equipment Use Policy if it determines, based on an annual equipment report prepared by the law enforcement agency, as provided, that the equipment does not comply with the above-described standards for approval.

Section 8. Severability. If any sentence, word, phrase, section or provision of this ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this ordinance.

Section 9. Publication and Certification. The City Clerk shall cause this ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this ordinance, and shall cause this ordinance and certification, together with proof of publication, to be entered in the book of ordinances of the Council of this City.

Section 10. Effective Date. This ordinance shall take effect thirty-one days after its adoption.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the _____ day of _____ 2022, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the _____ day of _____, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lloyd White, Mayor

Attest: _____
Steven Mehlman, City Clerk

Approved as to form:

_____
John O. Pinkney, City Attorney

Attachment A

The Beaumont Police Department – Policy Manual
Policy 709 Military Equipment

Staff Report

TO: City Council

FROM: Robert Vestal, Assistant Public Works Director

DATE May 3, 2022

SUBJECT: **Accept Security Agreement and Performance and Payment Bonds and Authorize Staff to Issue a Bond Exoneration Letter for Performance and Payment Bonds**

Background and Analysis:

DR Horton Los Angeles Holding Company, Inc. (DR Horton) has acquired Tract Maps 31462-21 and 31462-22 (Tracts) from SDC Fairway Canyon, LLC. (SDC). Subsequently, DR Horton is proposing to provide security for public improvements associated with the Tracts and relieve SDC from their former security obligation.

Table No. 1 provides a summary of bonds that are recommended to be accepted and exonerated. The summary includes the project, original bond number, replacement bond number, improvement type, and Public Works plan number. For each item, the principal, DR Horton, has provided a security agreement and security in the form of a bond for the public improvements. The agreement has been reviewed by City staff and found to be consistent with the Beaumont Municipal Code.

Table No. 1 – Summary of Bonds recommended to be accepted.

Project	**Original Bond Number (To be Exonerated)**	**Replacement Bond Number (To be Accepted)**	**Improvement**	**Plan Number**
Tract Map No. 31462-21	1001124471	9398687	Survey Monuments	N/A
Tract Map No. 31462-22	1001124472	9398688	Survey Monuments	N/A
Tract Map No. 31462-22	1001124466	21BSBIV3421	Street	3305

Tract Map No. 31462-21	1001124467	21BSBIV3420	Street	3306
Tract Map No. 31462-21	1001124474	21BSBIV3419	Storm Drain	3332
Tract Map No. 31462-22	1001124475	21BSBIV3418	Storm Drain	3331A
Tract Map No. 31462-22	1001124454	21BSBIV3416	Sewer	3303
Tract Map No. 31462-21	1001124453	21BSBIV3417	Sewer	3302

Fiscal Impact:

The cost of preparing this staff report is estimated to be $350.

Recommended Action:

Accept Security Agreement and Performance and Payment Bonds for (Project / Bond Number / Improvement):

- Tract Map No. 31462-21 / 9398687 / Monuments,
- Tract Map No. 31462-22 / 9398688 / Monuments,
- Tract Map No. 31462-22 / 21BSBIV3421 / Street,
- Tract Map No. 31462-21 / 21BSBIV3420 / Street,
- Tract Map No. 31462-21 / 21BSBIV3419 / Storm Drain,
- Tract Map No. 31462-22 / 21BSBIV3418 / Storm Drain,
- Tract Map No. 31462-22 / 21BSBIV3416 / Sewer, and
- Tract Map No. 31462-21 / 21BSBIV3417 / Sewer.

Authorize Staff to issue a Bond Exoneration Letter for Performance and Payment Bonds for (Project / Bond Number / Improvement):

- Tract Map No. 31462-21 / 1001124471 / Monuments,
- Tract Map No. 31462-22 / 1001124472 / Monuments,
- Tract Map No. 31462-22 / 1001124466 / Street,
- Tract Map No. 31462-21 / 1001124467 / Street,
- Tract Map No. 31462-21 / 1001124474 / Storm Drain,
- Tract Map No. 31462-22 / 1001124475 / Storm Drain,
- Tract Map No. 31462-22 / 1001124454 / Sewer, and
- Tract Map No. 31462-21 / 1001124453 / Sewer.

Attachments:

A. PW2022-0839 - Monument Bond #1001124471 Replacement Packet
B. PW2022-0840 - Monument Bond #1001124472 Replacement Packet
C. PW2022-0841 - Street Imp Bond #1001124466 Replacement Packet
D. PW2022-0842 - Street Imp Bond #1001124467 Replacement Packet
E. PW2022-0843 - Storm Drain Bond #1001124474 Replacement Packet
F. PW2022-0844 - Storm Drain Bond #1001124475 Replacement Packet
G. PW2022-0845 - Sewer Imp Bond #1001124454 Replacement Packet
H. PW2022-0846 - Sewer Imp Bond #1001124453 Replacement Packet

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0839
Receipt No. R01224203
Fee $ 288.18
Date Paid 3/15/2022

BOND EXONERATION APPLICATION

[REPLACEMENT OF BOND - NOT EXONERATION]

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Rudy Provoost Phone 951-733-8867

2. Contact's Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/State/Zip

5. Contact's E-mail RRPROVOOST@DRHORTON.COM

3. Developer Name D R HORTON LOS ANGELES HOLDING COMPANY, INC. Phone 951-733-8867
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 1001124471 / TR 31462-21 / Monumentation

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rudy Provoost 2/23/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

_____
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

_____

Print Name and Sign – Contact/Applicant Date

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-21

DATE OF AGREEMENT: March 9, 2022

NAME OF SUBDIVIDER: DR Horton Los Angeles Holding Company, Inc, a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Augusta at The Fairways subdivision consisting of 167 residential lots, _____, originally approved on _____, and Tentative Tract _____ ("Tract" or "Tentative Tract Map"), originally approved on _____.

FINAL TRACT MAP 31462-21 APPROVED ON _____ RECORDED ON 12-30-2020 AS INSTRUMENT NUMBER: 2020-0667574 ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")	$ 23, 400.00 (see Exhibit "B")

BOND NUMBERS: 9398687

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and _____, a _____, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) Twenty-Three Thousand Four Hundred and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) Twenty-Three Thousand Four Hundred and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: Vicki Adler

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Premium: $79.00 Bond No. 9398687

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-21, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Twenty Three Thousand Four Hundred Dollars and 00/100 dollars ($23,400.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 6, 2022.

(Seal)

Fidelity and Deposit Company of Maryland
SURETY

By: Noah Wtt

Name: Noah William Pierce

Title: Attorney-In-Fact

Address: 1299 Zurich Way, 5th Floor

Schaumburg, IL 60196-1056

Surety Phone No. 847-605-6000

(Seal)

D.R. Horton Los Angeles Holding Company, Inc.
PRINCIPAL

By: Vicki Gullion

Name: Vicki Gullion

Title: Assistant Secretary

By: _____

Name: _____

Title: _____

Address: 2280 Wardlow Circle, Suite 100

Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

STATE OF North Carolina

COUNTY OF Mecklenburg to wit:

I, Catherine Thompson, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing bond this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 6th day of April, 2022.

Notary Seal

CATHERINE THOMPSON NOTARY PUBLIC MECKLENBURG COUNTY, NC

Catherine Thompson
Notary Public

My commission expires on the 9th day of April, 2022.

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 4/5/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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)**

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Bond No. 9398687

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ($23,400.00) dollars, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 6, 2022.

(Seal)	(Seal)
Fidelity and Deposit Company of Maryland	D.R. Horton Los Angeles Holding Company, Inc.
SURETY	**PRINCIPAL**
By:	By:
Name: Noah William Pierce	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: 1299 Zurich Way, 5th Floor	By:
Schaumburg, IL 60196-1056	Name:
Surety Phone No. 847-605-6000	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

STATE OF North Carolina

COUNTY OF Mecklenburg to wit:

I, Catherine Thompson, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing bond this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 6th day of April, 2022.

Notary Seal

CATHERINE THOMPSON
NOTARY PUBLIC
MECKLENBURG COUNTY, NC

Catherine Thompson
Notary Public

My commission expires on the 9th day of April, 2022.

Bond Number 9398687

Obligee City of Beaumont

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Noah William Pierce, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of April, 2022.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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 4/5/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Rev. 07 22 2020

Basic Gov (Sales Force) #
File #

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. TM 31462-21

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and

SDC Fairway Canyon LLC, a Delaware limited liability company,

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # TM 31462-21 'Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

_____

By: _____
Mayor

Date: _____

DEVELOPER SDC Fairway Canyon LLC, a Delaware limited liability company

By: _____
Dale Strickland

Date; SEPT 3, 2020

Title: _____
Authorized Signatory

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Monumentation

EXHIBIT "A"

Bond No.: 1001124471
Premium: $351.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated SEPT 3, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-21 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Twenty-Three Thousand Four Hundred & N0/100 dollars ($ 23,400.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 3, 20 20.

(Seal)

American Contractors Indemnity Company

SURETY

By: _____

Name: Shane Wolf

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: _____

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES INM1
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
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  - Indicate title or type of attached document, number of pages and date.
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- Securely attach this document to the signed document with a staple.

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State of California }

County of Orange }

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(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124471
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/3/20

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Securely attach this document to the signed document with a staple.

Bond No.: 1001124471
Premium included with the Performance Bond

Monumentation

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 31462-21 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Twenty-Three Thousand Four* for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Hundred & N0/100 ($23,400.00)

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 3 , 20 20 .

(Seal)

American Contractors Indemnity Company

SURETY

By: _____

Name: Shane Wolf

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: _____

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
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- ☐ Attorney-in-Fact
- ☐ Trustee(s)
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State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124471
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/3/20

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this SEP - 3 2020 day of

Corporate Seals

Bond No. 100112447

Agency No. 16590

Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

2020-0667574
Original

476/24

NUMBER OF LOTS: 176
NUMBER OF LETTERED LOTS : 9
ACREAGE OF LOTS: 155.82 AC.
ACREAGE OF LETTERED LOTS: 7.42 AC.
TOTAL ACREAGE: 163.24 AC.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTEMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**

RECORDER'S STATEMENT

FILED THIS 30 DAY OF December, 2020 AT 2:53 P.M. IN BOOK 476 OF MAPS, AT PAGES 24-30, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.
NO. 2020-0667574
FEE $21.00

PETER ALDANA
ASSESSOR -COUNTY CLERK - RECORDER
BY: _____, DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND: THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR STREET AND PUBLIC PURPOSES:

LOT "A" (SORENSTAM DRIVE), LOT "B" (PRICE STREET), LOT "C" (GILMORE DRIVE), LOT "D" (WEBB PLACE), LOT "E" (MURRAY WAY), LOF "F" (FUNK WAY), LOT "G" (OMEARA WAY), LOT "H" (HINTON COURT), AND LOT "I" (TUKWET CANYON PARKWAY) FOR STREET AND PUBLIC UTILITY PURPOSES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
A 5' WIDE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE PUBLIC UTILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
A 5' WIDE WATER FACILITIES EASEMENT, IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
A PUBLIC UTILITY AND ACCESS EASEMENT, LYING WITHIN LOT 169 AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR LANDSCAPE MAINTENANCE PURPOSES:

LOTS "168", "169", "170", "171", "172", "173" AND "175" AS SHOWN HEREON FOR LANDSCAPE MAINTENANCE PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT;

THE REAL PROPERTY DESCRIBED IS RETAINED AS AN EASEMENT FOR GOLF CART TUNNEL PURPOSES:

A GOLF COURSE TUNNEL EASEMENT PURPOSES AS SHOWN HEREON, IN FAVOR OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT.

SDC FAIRWAY CANYON, LLC
A DELAWARE LIMITED LIABILITY COMPANY
BY: _____
PRINTED NAME: DALE STRICKLAND
ITS: AUTHORIZED SIGNATOR

BENEFICIARY

FLAGSTAR BANK, FSB a federally chartered savings bank, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED NOVEMBER 8, 2019, AS INSTRUMENT NO. 2019-0461648, OF OFFICIAL RECORDS.

BY: _____
PRINTED NAME: JIM CHITTARO
TITLE: VICE PRESIDENT

NOTARY 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 WV
COUNTY OF HARRISON
ON Nov 23, 2025 BEFORE ME Britney Moore, A NOTARY PUBLIC PERSONALLY APPEARED James CHittaro 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

SIGNATURE
Britney Moore N2010 2300 3915
PRINT NAME
MY COMMISSION EXPIRES: October 23, 2025
MY PRINCIPAL PLACE OF BUSINESS IS IN Harrison COUNTY.

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Britney Moore
105 Oakwood Dr. Shinnston, WV 26431
My Commission Expires October 23, 2025

~~TAX BOND CERTIFICATE~~

~~I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____, HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.~~

~~CASH OR SURETY TAX BOND~~

~~DON KENT~~
~~COUNTY TAX COLLECTOR~~

~~BY: _____, DEPUTY~~

~~DATED: _____, 20~~

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, ~~EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ _____~~.

DATED: November 24, 2020
Matthew Jennings
~~DON KENT, COUNTY TAX COLLECTOR~~
BY: Sharee Kalmeyer, DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

1. MINERAL RIGHT DESCRIBED IN DEED RECORDED 10/19/2005, AS INSTRUMENT NO. 2005-0862966, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
2. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION OF AMERICA, A CALIFORNIA NON -PROFIT MUTUAL BENEFIT CORPORATION-OWNERS OF AN EASEMENT FOR ACCESS PURPOSES, AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516795 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
3. COUNTY OF RIVERSIDE, HOLDER OF AN EASEMENT FOR ROAD AND DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY SERVICE PURPOSES, RECORDED JUNE 2, 1999, AS INSTRUMENT NO. 241545, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
4. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION-OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. BLANKET IN NATURE

NOTARY 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 Nov. 19, 2020 BEFORE ME Susan E. Morales, A NOTARY PUBLIC PERSONALLY APPEARED Dale Strickland 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

Comm. # 2279182

SIGNATURE
Susan E. Morales
PRINT NAME
MY COMMISSION EXPIRES: March 28, 2023
MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SDC FAIRWAY CANYON, LLC ON JULY, 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: 11/24, 2020
MIGUEL A. VILLASENOR
P.L.S. 8509

PROFESSIONAL LAND SURVEYOR
MIGUEL A. VILLASENOR
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED TRACT MAP 31462-21, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH.

DATED: December 07, 2020
JEFF HART, CITY ENGINEER
R.C.E. 70910

I HEREBY STATE THAT I HAVE EXAMINED THE MAP, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: 12/2, 2020
JAY S. FAHRION, PROFESSIONAL LAND SURVEYOR
P.L.S. 8207

PROFESSIONAL LAND SURVEYOR
JAY S. FAHRION
No. LS.8207
STATE OF CALIFORNIA

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY IT'S COUNCIL, HEREBY APPROVES THE TRACT MAP 31462-21 AND ACCEPT THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE, AS FOLLOWS:

FOR STREET AND PUBLIC UTILITY PURPOSES: LOT "A" (SORENSTAM DRIVE), LOT "B" (PRICE STREET), LOT "C" (GILMORE DRIVE), LOT "D" (WEBB PLACE), LOT "E" (MURRAY WAY, LOT "F" (FUNK WAY), LOT "G" (OMEARA WAY), LOT "H" (HINTON COURT), AND LOT "I" (TUKWET CANYON PARKWAY);

A 5' WIDE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE PUBLIC UTILITIES;

PUBLIC UTILITY AND ACCESS EASEMENT LYING WITH LOT 169, AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES;

PURSUANT TO SECTION 66434(G) AND 66494.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE PORTIONS AS NOTED HEREON.

DATED: Dec. 16, 2020
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

BEAUMONT CHERRY VALLEY WATER DISTRICT ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN THE 5' WIDE WATER FACILITIES EASEMENT CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM SDC FAIRWAY CANYON LLC, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND AND CONSENTS TO ITS RECORDATION.

DATED: 11/24, 2020
BY: _____
BEAUMONT CHERRY VALLEY WATER DIST.
ITS: General Manager

ABANDONMENT OF PUBLIC STREET AND PUBLIC EASEMENTS

PURSUANT TO SECTIONS 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THOSE PORTIONS OF PARCEL 1 OF A 104' WIDE DECLARATION OF DEDICATION PER INSTRUMENT NO. 241545 O.R., RECORDED JUNE 2, 1999, WHICH LIE WITHIN THIS MAP, AND NOT SHOWN HEREON.

2020-0667574
Original
476
25

SEE EASEMENT NOTES ON SHEET 3 OF 7

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 2 OF 7 SHEETS

TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTEMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**

BASIS OF BEARINGS

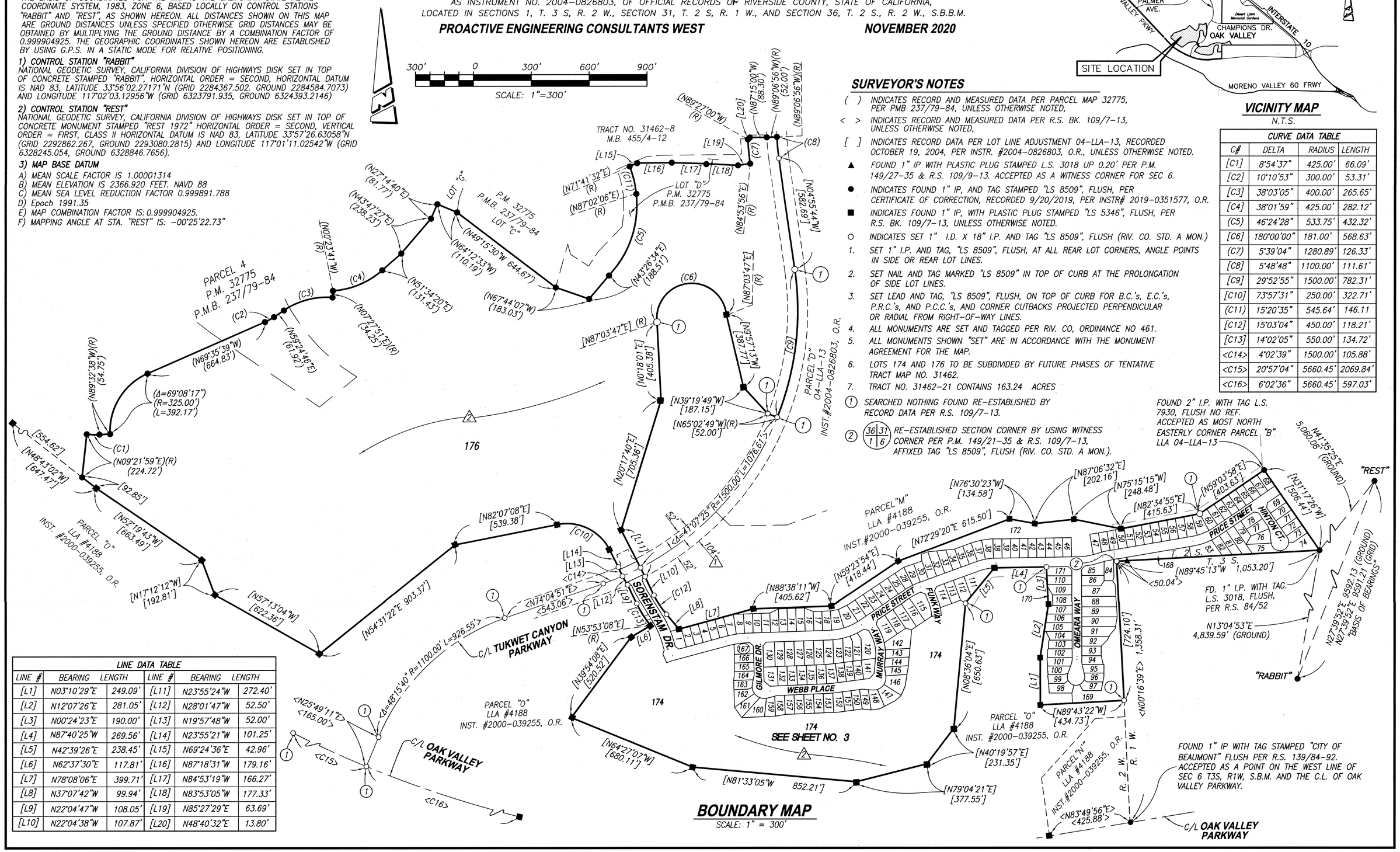
THE BASIS OF COORDINATES FOR THE MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", AS SHOWN HEREON. ALL DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. THE GEOGRAPHIC COORDINATES SHOWN HEREON ARE ESTABLISHED BY USING G.P.S. IN A STATIC MODE FOR RELATIVE POSITIONING.

1) CONTROL STATION "RABBIT"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT", HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM IS NAD 83, LATITUDE 33°56'02.27171"N (GRID 2284367.502, GROUND 2284584.7073) AND LONGITUDE 117°02'03.12956"W (GRID 6323791.935, GROUND 6324393.2146)

2) CONTROL STATION "REST"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972", HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II HORIZONTAL DATUM IS NAD 83, LATITUDE 33°57'26.63058"N (GRID 2292862.267, GROUND 2293080.2815) AND LONGITUDE 117°01'11.02542"W (GRID 6328245.054, GROUND 6328846.7656).

3) MAP BASE DATUM
A) MEAN SCALE FACTOR IS 1.00001314
B) MEAN ELEVATION IS 2366.920 FEET. NAVD 88
C) MEAN SEA LEVEL REDUCTION FACTOR 0.999891.788
D) Epoch 1991.35
E) MAP COMBINATION FACTOR IS: 0.999904925.
F) MAPPING ANGLE AT STA. "REST" IS: -00°25'22.73"

300' 0 300' 600' 900'
SCALE: 1"=300'



BOUNDARY MAP
SCALE: 1" = 300'

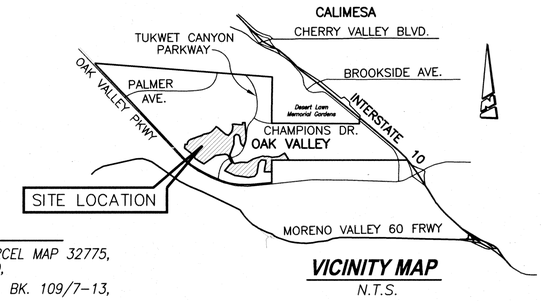
SURVEYOR'S NOTES

( ) INDICATES RECORD AND MEASURED DATA PER PARCEL MAP 32775, PER PMB 237/79-84, UNLESS OTHERWISE NOTED,
< > INDICATES RECORD AND MEASURED DATA PER R.S. BK. 109/7-13, UNLESS OTHERWISE NOTED,
[ ] INDICATES RECORD DATA PER LOT LINE ADJUSTMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, PER INSTR. #2004-0826803, O.R., UNLESS OTHERWISE NOTED.
▲ FOUND 1" IP WITH PLASTIC PLUG STAMPED L.S. 3018 UP 0.20' PER P.M. 149/27-35 & R.S. 109/9-13. ACCEPTED AS A WITNESS CORNER FOR SEC 6.
● INDICATES FOUND 1" IP, AND TAG STAMPED "LS 8509", FLUSH, PER CERTIFICATE OF CORRECTION, RECORDED 9/20/2019, PER INSTR# 2019-0351577, O.R.
■ INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED "LS 5346", FLUSH, PER R.S. BK. 109/7-13, UNLESS OTHERWISE NOTED.
○ INDICATES SET 1" I.D. X 18" I.P. AND TAG "LS 8509", FLUSH (RIV. CO. STD. A MON.)
1. SET 1" I.P. AND TAG, "LS 8509", FLUSH, AT ALL REAR LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES.
2. SET NAIL AND TAG MARKED "LS 8509" IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES.
3. SET LEAD AND TAG, "LS 8509", FLUSH, ON TOP OF CURB FOR B.C.'s, E.C.'s, P.R.C.'s, AND P.C.C.'s, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM RIGHT-OF-WAY LINES.
4. ALL MONUMENTS ARE SET AND TAGGED PER RIV. CO, ORDINANCE NO 461.
5. ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP.
6. LOTS 174 AND 176 TO BE SUBDIVIDED BY FUTURE PHASES OF TENTATIVE TRACT MAP NO. 31462.
7. TRACT NO. 31462-21 CONTAINS 163.24 ACRES

(1) SEARCHED NOTHING FOUND RE-ESTABLISHED BY RECORD DATA PER R.S. 109/7-13.

(2) 36|31 / 1|6 RE-ESTABLISHED SECTION CORNER BY USING WITNESS CORNER PER P.M. 149/21-35 & R.S. 109/7-13, AFFIXED TAG "LS 8509", FLUSH (RIV. CO. STD. A MON.).

VICINITY MAP
N.T.S.



CURVE DATA TABLE			
C#	DELTA	RADIUS	LENGTH
[C1]	8°54'37"	425.00'	66.09'
[C2]	10°10'53"	300.00'	53.31'
[C3]	38°03'05"	400.00'	265.65'
[C4]	38°01'59"	425.00'	282.12'
(C5)	46°24'28"	533.75'	432.32'
[C6]	180°00'00"	181.00'	568.63'
(C7)	5°39'04"	1280.89'	126.33'
[C8]	5°48'48"	1100.00'	111.61'
[C9]	29°52'55"	1500.00'	782.31'
[C10]	73°57'31"	250.00'	322.71'
(C11)	15°20'35"	545.64'	146.11
[C12]	15°03'04"	450.00'	118.21'
[C13]	14°02'05"	550.00'	134.72'
<C14>	4°02'39"	1500.00'	105.88'
<C15>	20°57'04"	5660.45'	2069.84'
<C16>	6°02'36"	5660.45'	597.03'

LINE DATA TABLE					
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
[L1]	N03°10'29"E	249.09'	[L11]	N23°55'24"W	272.40'
[L2]	N12°07'26"E	281.05'	[L12]	N28°01'47"W	52.50'
[L3]	N00°24'23"E	190.00'	[L13]	N19°57'48"W	52.00'
[L4]	N87°40'25"W	269.56'	[L14]	N23°55'21"W	101.25'
[L5]	N42°39'26"E	238.45'	[L15]	N69°24'36"E	42.96'
[L6]	N62°37'30"E	117.81'	[L16]	N87°18'31"W	179.16'
[L7]	N78°08'06"E	399.71'	[L17]	N84°53'19"W	166.27'
[L8]	N37°07'42"W	99.94'	[L18]	N83°53'05"W	177.33'
[L9]	N22°04'47"W	108.05'	[L19]	N85°27'29"E	63.69'
[L10]	N22°04'38"W	107.87'	[L20]	N48°40'32"E	13.80'

2020-0667574
Original
476/26

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTEMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**

EASEMENT NOTES:

1. A 104' WIDE EASEMENT FOR PUBLIC ROAD, UTILITIES, AND DRAINAGE PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED JUNE 2, 1999, AS INSTRUMENT INSTRUMENT NO. 241545, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
2. AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796 OF OFFICIAL OF RIVERSIDE COUNTY. "BLANKET EASEMENT"

EASEMENT DEDICATION NOTES:

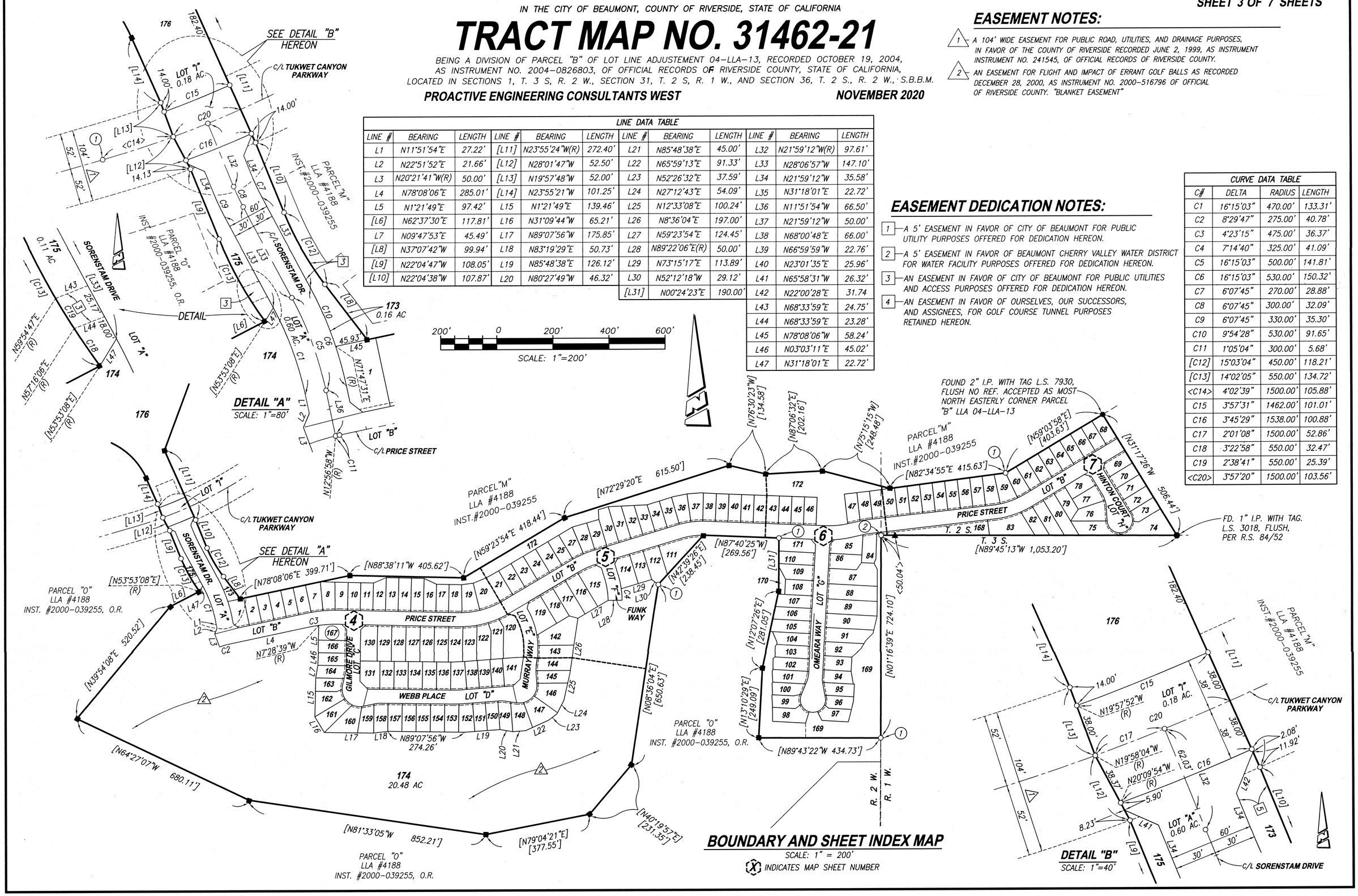
1. A 5' EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES OFFERED FOR DEDICATION HEREON.
2. A 5' EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES OFFERED FOR DEDICATION HEREON.
3. AN EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITIES AND ACCESS PURPOSES OFFERED FOR DEDICATION HEREON.
4. AN EASEMENT IN FAVOR OF OURSELVES, OUR SUCCESSORS, AND ASSIGNEES, FOR GOLF COURSE TUNNEL PURPOSES RETAINED HEREON.

LINE DATA TABLE

LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N11°51'54"E	27.22'	[L11]	N23°55'24"W(R)	272.40'	L21	N85°48'38"E	45.00'	L32	N21°59'12"W(R)	97.61'
L2	N22°51'52"E	21.66'	[L12]	N28°01'47"W	52.50'	L22	N65°59'13"E	91.33'	L33	N28°06'57"W	147.10'
L3	N20°21'41"W(R)	50.00'	[L13]	N19°57'48"W	52.00'	L23	N52°26'32"E	37.59'	L34	N21°59'12"W	35.58'
L4	N78°08'06"E	285.01'	[L14]	N23°55'21"W	101.25'	L24	N27°12'43"E	54.09'	L35	N31°18'01"E	22.72'
L5	N1°21'49"E	97.42'	L15	N1°21'49"E	139.46'	L25	N12°33'08"E	100.24'	L36	N11°51'54"W	66.50'
[L6]	N62°37'30"E	117.81'	L16	N31°09'44"W	65.21'	L26	N8°36'04"E	197.00'	L37	N21°59'12"W	50.00'
L7	N09°47'53"E	45.49'	L17	N89°07'56"W	175.85'	L27	N59°23'54"E	124.45'	L38	N68°00'48"E	66.00'
[L8]	N37°07'42"W	99.94'	L18	N83°19'29"E	50.73'	L28	N89°22'06"E(R)	50.00'	L39	N66°59'59"W	22.76'
[L9]	N22°04'47"W	108.05'	L19	N85°48'38"E	126.12'	L29	N73°15'17"E	113.89'	L40	N23°01'35"E	25.96'
[L10]	N22°04'38"W	107.87'	L20	N80°27'49"W	46.32'	L30	N52°12'18"W	29.12'	L41	N65°58'31"W	26.32'
						[L31]	N00°24'23"E	190.00'	L42	N22°00'28"E	31.74
									L43	N68°33'59"E	24.75'
									L44	N68°33'59"E	23.28'
									L45	N78°08'06"W	58.24'
									L46	N03°03'11"E	45.02'
									L47	N31°18'01"E	22.72'

CURVE DATA TABLE

C#	DELTA	RADIUS	LENGTH
C1	16°15'03"	470.00'	133.31'
C2	8°29'47"	275.00'	40.78'
C3	4°23'15"	475.00'	36.37'
C4	7°14'40"	325.00'	41.09'
C5	16°15'03"	500.00'	141.81'
C6	16°15'03"	530.00'	150.32'
C7	6°07'45"	270.00'	28.88'
C8	6°07'45"	300.00'	32.09'
C9	6°07'45"	330.00'	35.30'
C10	9°54'28"	530.00'	91.65'
C11	1°05'04"	300.00'	5.68'
[C12]	15°03'04"	450.00'	118.21'
[C13]	14°02'05"	550.00'	134.72'
<C14>	4°02'39"	1500.00'	105.88'
C15	3°57'31"	1462.00'	101.01'
C16	3°45'29"	1538.00'	100.88'
C17	2°01'08"	1500.00'	52.86'
C18	3°22'58"	550.00'	32.47'
C19	2°38'41"	550.00'	25.39'
<C20>	3°57'20"	1500.00'	103.56'



BOUNDARY AND SHEET INDEX MAP

SCALE: 1" = 200'

(X) INDICATES MAP SHEET NUMBER

2020-0667574
Original
476
27

SEE SHEET 2 AND 3 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT DEDICATION NOTES, AND EASEMENT NOTES.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

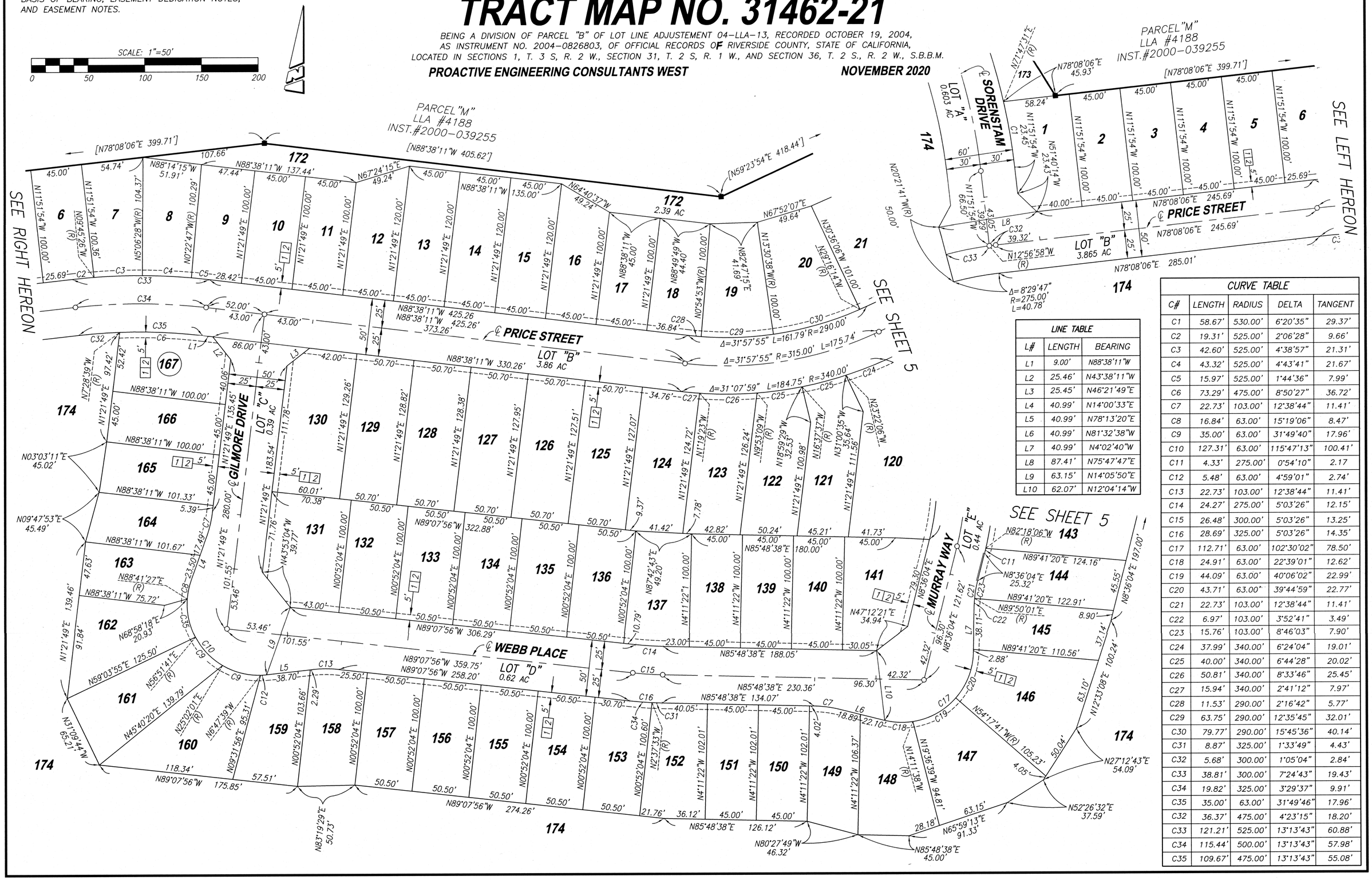
TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTEMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**

SCALE: 1"=50'

0 50 100 150 200



LINE TABLE		
L#	LENGTH	BEARING
L1	9.00'	N88°38'11"W
L2	25.46'	N43°38'11"W
L3	25.45'	N46°21'49"E
L4	40.99'	N14°00'33"E
L5	40.99'	N78°13'20"E
L6	40.99'	N81°32'38"W
L7	40.99'	N4°02'40"W
L8	87.41'	N75°47'47"E
L9	63.15'	N14°05'50"E
L10	62.07'	N12°04'14"W

CURVE TABLE				
C#	LENGTH	RADIUS	DELTA	TANGENT
C1	58.67'	530.00'	6°20'35"	29.37'
C2	19.31'	525.00'	2°06'28"	9.66'
C3	42.60'	525.00'	4°38'57"	21.31'
C4	43.32'	525.00'	4°43'41"	21.67'
C5	15.97'	525.00'	1°44'36"	7.99'
C6	73.29'	475.00'	8°50'27"	36.72'
C7	22.73'	103.00'	12°38'44"	11.41'
C8	16.84'	63.00'	15°19'06"	8.47'
C9	35.00'	63.00'	31°49'40"	17.96'
C10	127.31'	63.00'	115°47'13"	100.41'
C11	4.33'	275.00'	0°54'10"	2.17
C12	5.48'	63.00'	4°59'01"	2.74'
C13	22.73'	103.00'	12°38'44"	11.41'
C14	24.27'	275.00'	5°03'26"	12.15'
C15	26.48'	300.00'	5°03'26"	13.25'
C16	28.69'	325.00'	5°03'26"	14.35'
C17	112.71'	63.00'	102°30'02"	78.50'
C18	24.91'	63.00'	22°39'01"	12.62'
C19	44.09'	63.00'	40°06'02"	22.99'
C20	43.71'	63.00'	39°44'59"	22.77'
C21	22.73'	103.00'	12°38'44"	11.41'
C22	6.97'	103.00'	3°52'41"	3.49'
C23	15.76'	103.00'	8°46'03"	7.90'
C24	37.99'	340.00'	6°24'04"	19.01'
C25	40.00'	340.00'	6°44'28"	20.02'
C26	50.81'	340.00'	8°33'46"	25.45'
C27	15.94'	340.00'	2°41'12"	7.97'
C28	11.53'	290.00'	2°16'42"	5.77'
C29	63.75'	290.00'	12°35'45"	32.01'
C30	79.77'	290.00'	15°45'36"	40.14'
C31	8.87'	325.00'	1°33'49"	4.43'
C32	5.68'	300.00'	1°05'04"	2.84'
C33	38.81'	300.00'	7°24'43"	19.43'
C34	19.82'	325.00'	3°29'37"	9.91'
C35	35.00'	63.00'	31°49'46"	17.96'
C32	36.37'	475.00'	4°23'15"	18.20'
C33	121.21'	525.00'	13°13'43"	60.88'
C34	115.44'	500.00'	13°13'43"	57.98'
C35	109.67'	475.00'	13°13'43"	55.08'

2020-0667574
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476
28

SHEET 5 OF 7 SHEETS

SEE SHEET 2 AND 3 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT DEDICATION NOTES, AND EASEMENT NOTES.

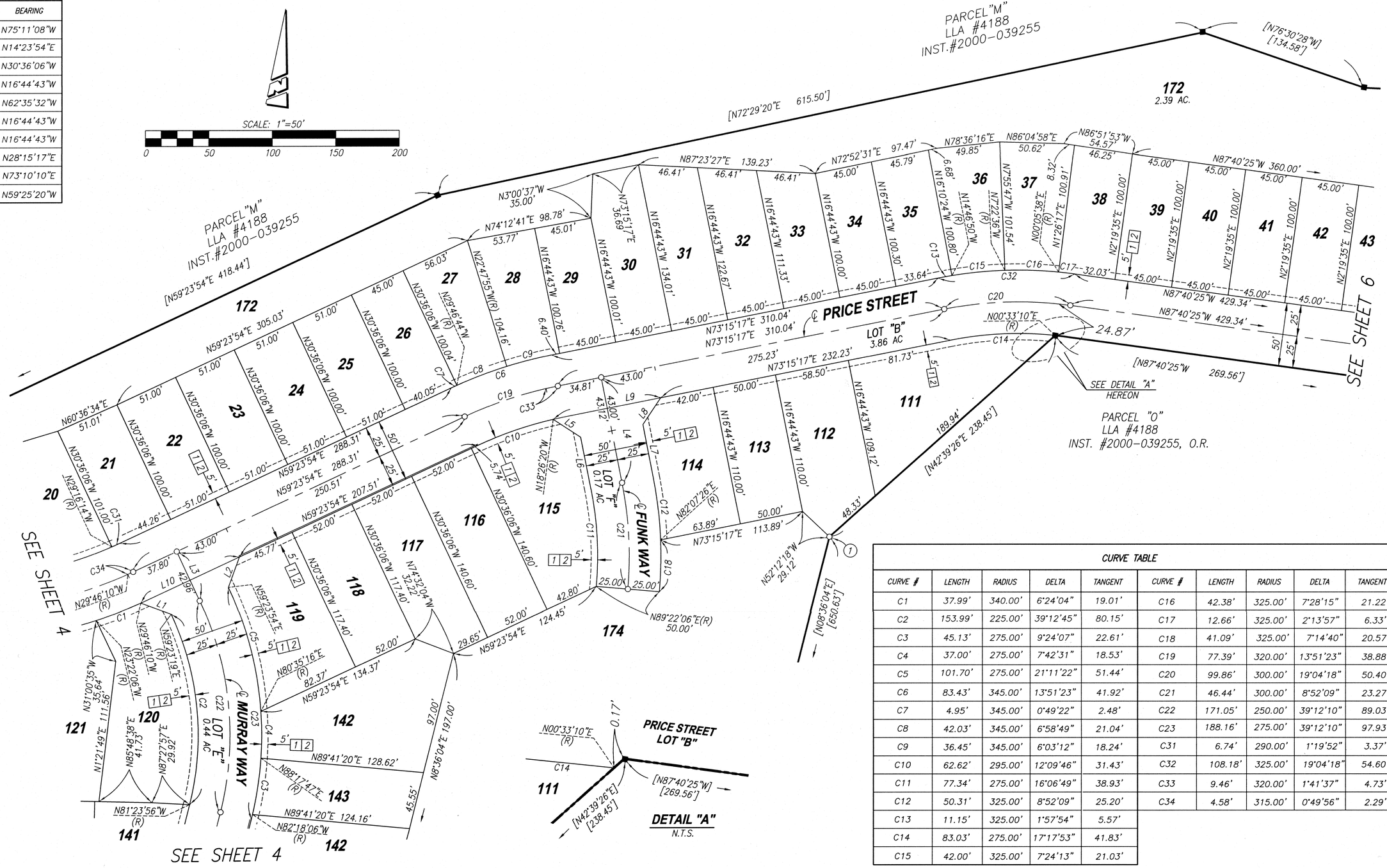
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTEMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**

LINE TABLE		
LINE #	LENGTH	BEARING
L1	25.27'	N75°11'08"W
L2	25.46'	N14°23'54"E
L3	43.00'	N30°36'06"W
L4	84.89'	N16°44'43"W
L5	25.83'	N62°35'32"W
L6	41.77'	N16°44'43"W
L7	41.89'	N16°44'43"W
L8	25.46'	N28°15'17"E
L9	86.53'	N73°10'10"E
L10	87.54'	N59°25'20"W



CURVE TABLE									
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	37.99'	340.00'	6°24'04"	19.01'	C16	42.38'	325.00'	7°28'15"	21.22'
C2	153.99'	225.00'	39°12'45"	80.15'	C17	12.66'	325.00'	2°13'57"	6.33'
C3	45.13'	275.00'	9°24'07"	22.61'	C18	41.09'	325.00'	7°14'40"	20.57'
C4	37.00'	275.00'	7°42'31"	18.53'	C19	77.39'	320.00'	13°51'23"	38.88'
C5	101.70'	275.00'	21°11'22"	51.44'	C20	99.86'	300.00'	19°04'18"	50.40'
C6	83.43'	345.00'	13°51'23"	41.92'	C21	46.44'	300.00'	8°52'09"	23.27'
C7	4.95'	345.00'	0°49'22"	2.48'	C22	171.05'	250.00'	39°12'10"	89.03'
C8	42.03'	345.00'	6°58'49"	21.04'	C23	188.16'	275.00'	39°12'10"	97.93'
C9	36.45'	345.00'	6°03'12"	18.24'	C31	6.74'	290.00'	1°19'52"	3.37'
C10	62.62'	295.00'	12°09'46"	31.43'	C32	108.18'	325.00'	19°04'18"	54.60'
C11	77.34'	275.00'	16°06'49"	38.93'	C33	9.46'	320.00'	1°41'37"	4.73'
C12	50.31'	325.00'	8°52'09"	25.20'	C34	4.58'	315.00'	0°49'56"	2.29'
C13	11.15'	325.00'	1°57'54"	5.57'					
C14	83.03'	275.00'	17°17'53"	41.83'					
C15	42.00'	325.00'	7°24'13"	21.03'					

2020-0667574
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29

SEE SHEET 2 AND 3 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT DEDICATION NOTES, AND EASEMENT NOTES.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

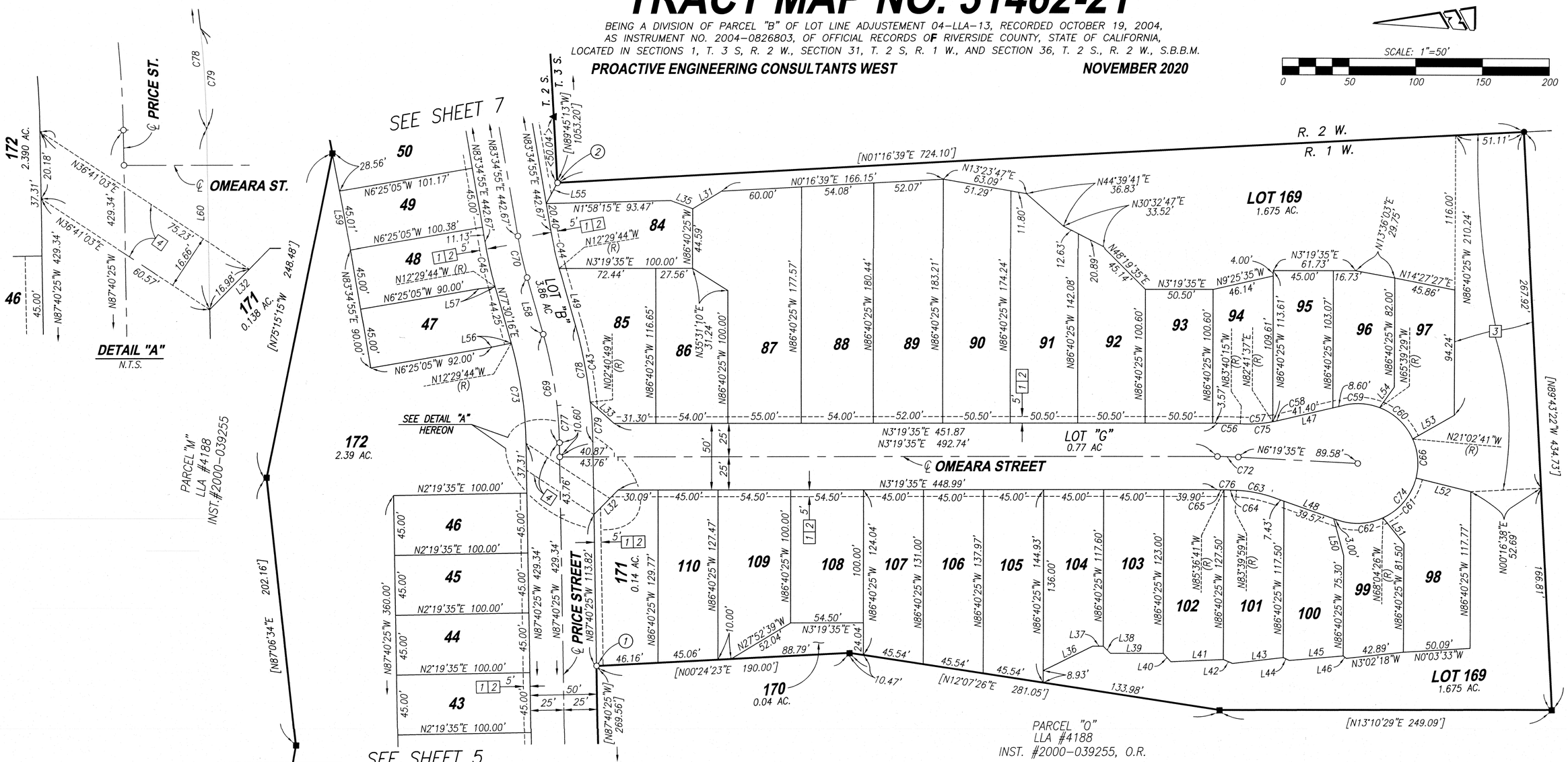
TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTEMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**

SCALE: 1"=50'

0 50 100 150 200



LINE TABLE		
LINE #	LENGTH	BEARING
L31	25.22'	N28°04'55"W
L32	25.68'	N42°10'25"W
L33	24.09'	N45°19'23"E
L34	24.04'	N86°40'25"W
L35	17.57'	N23°51'20"E
L36	41.32'	N23°06'53"W
L37	8.00'	N3°19'35"E
L38	7.64'	N48°19'35"E
L39	39.60'	N3°19'35"E
L40	8.50'	N50°20'29"E

LINE TABLE		
LINE #	LENGTH	BEARING
L41	39.24'	N0°53'10"E
L42	7.50'	N25°59'20"E
L43	38.34'	N3°20'09"W
L44	5.00'	N28°50'37"E
L45	40.64'	N1°40'44"W
L46	3.02'	N41°39'35"E
L47	50.00'	N9°59'06"W
L48	50.00'	N22°38'16"E
L49	44.25'	N77°30'16"E
L50	28.76'	N77°53'19"E

LINE TABLE		
LINE #	LENGTH	BEARING
L51	25.00'	N54°17'13"E
L52	42.48'	N17°08'39"E(R)
L53	36.05'	N26°28'34"W
L54	19.13'	N51°13'32"W
L55	17.72'	N58°43'12"W
L56	14.90'	N8°11'26"W
L57	12.22'	N3°52'26"W
L58	44.25'	N77°30'16"E
L59	73.56'	N82°35'02"E
L60	54.36'	N87°40'25"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C43	59.10'	345.00'	9°48'55"	29.62'
C44	29.17'	275.00'	6°04'39"	14.60'
C45	34.47'	325.00'	6°04'39"	17.25'
C56	17.03'	325.00'	3°00'10"	8.52'
C57	24.51'	103.00'	13°38'08"	12.31'
C58	4.82'	103.00'	2°40'43"	2.41'
C59	27.00'	45.00'	34°22'37"	13.92'
C60	35.00'	45.00'	44°33'48"	18.44'
C61	40.00'	45.00'	50°55'47"	21.43'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C62	35.00'	45.00'	44°33'50"	18.44'
C63	29.31'	103.00'	16°18'15"	14.75'
C64	9.33'	275.00'	1°56'42"	4.66'
C65	5.10'	275.00'	1°03'44"	2.55'
C66	29.99'	45.00'	38°11'20"	15.58'
C69	82.78'	320.00'	14°49'19"	41.62'
C70	31.82'	300.00'	6°04'39"	15.93'
C72	15.71'	300.00'	3°00'00"	7.86'
C73	76.31'	295.00'	14°49'19"	38.37'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C74	166.99'	45.00'	212°37'22"	–
C75	29.33'	103.00'	16°18'51"	14.76'
C76	14.43'	275.00'	3°00'26"	7.22'
C77	27.96'	320.00'	5°00'24"	13.99'
C78	89.25'	345.00'	14°49'19"	44.87'
C79	30.15'	345.00'	5°00'24"	15.08'

2020-0667574
Original
476/30

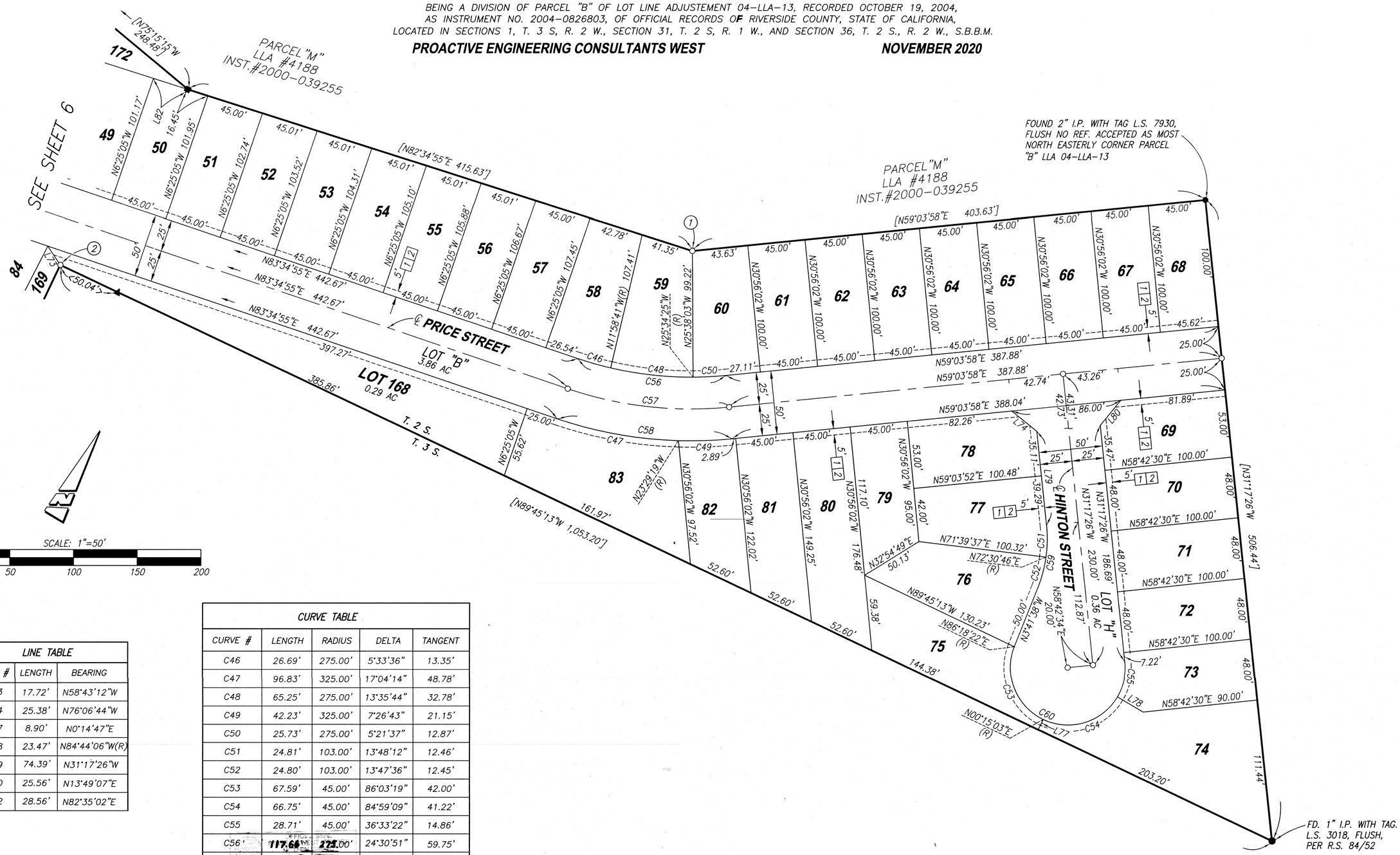
SEE SHEET 2 AND 3 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT DEDICATION NOTES, AND EASEMENT NOTES.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTEMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**



LINE TABLE		
LINE #	LENGTH	BEARING
L73	17.72'	N58°43'12"W
L74	25.38'	N76°06'44"W
L77	8.90'	N0°14'47"E
L78	23.47'	N84°44'06"W(R)
L79	74.39'	N31°17'26"W
L80	25.56'	N13°49'07"E
L82	28.56'	N82°35'02"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C46	26.69'	275.00'	5°33'36"	13.35'
C47	96.83'	325.00'	17°04'14"	48.78'
C48	65.25'	275.00'	13°35'44"	32.78'
C49	42.23'	325.00'	7°26'43"	21.15'
C50	25.73'	275.00'	5°21'37"	12.87'
C51	24.81'	103.00'	13°48'12"	12.46'
C52	24.80'	103.00'	13°47'36"	12.45'
C53	67.59'	45.00'	86°03'19"	42.00'
C54	66.75'	45.00'	84°59'09"	41.22'
C55	28.71'	45.00'	36°33'22"	14.86'
C56	117.66	275.00'	24°30'51"	59.75'
C57	128.36	300.00'	24°30'51"	65.18'
C58	139.06'	325.00'	24°30'51"	70.61'
C59	49.60'	103.00'	27°35'48"	25.30'
C60	163.05'	45.00'	207°35'48"	–

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0840
Receipt No. R01224203
Fee $ 288.18
Date Paid 3/15/2022

BOND EXONERATION APPLICATION

[REPLACEMENT OF BOND - NOT EXONERATION]

Bond Type: ☐Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Rudy Provoost Phone 951-733-8867

2. Contact's Address 22580 Wardlow Circle, Suite 100, Corona, CA 92880
City/State/Zip

5. Contact's E-mail rrprovoost@drhorton.com

3. Developer Name D R Horton Los Angeles Holding Company Inc. Phone 951-733-8867
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 22580 Wardlow Circle, Suite 100, Corona, CA 92880
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 1001124472 / TR31462-22 / Monumentation

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rudy Provoost 2/23/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Rudy Provoost
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Rudy Provoost

Print Name and Sign – Contact/Applicant Date

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-22

DATE OF AGREEMENT: March 9, 2022

NAME OF SUBDIVIDER: DR Horton Los Angeles Holding Company, Inc, a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Augusta at The Fairways subdivision consisting of 101 residential lots, _____, originally approved on _____, and Tentative Tract _____ ("Tract" or "Tentative Tract Map"), originally approved on _____.

FINAL TRACT MAP 31462-22 APPROVED ON _____ RECORDED ON .1/21/2021 AS INSTRUMENT NUMBER: 2021-0040295 ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")	$ 13,650.00 (see Exhibit "B")

BOND NUMBERS: 9398688

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and _____, a _____, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) Thirteen Thousand Six Hundred Fifty and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) Thirteen Thousand Six Hundred Fifty and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. <u>Alterations to Improvement Plans; Modification of City Standards.</u>

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. <u>Modification of Drainage Plan.</u> Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Premium: $50.00 Bond No. 9398688

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.31462-22, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Thirteen Thousand Six Hundred Fifty Dollars and 00/100 dollars ($13,650.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 6, 2022.

(Seal)

Fidelity and Deposit Company of Maryland

SURETY

By: Noah Wilt

Name: Noah William Pierce

Title: Attorney-In-Fact

Address: 1299 Zurich Way, 5th Floor

Schaumburg, IL 60196-1056

Surety Phone No. 847-605-6000

(Seal)

D.R. Horton Los Angeles Holding Company, Inc.

PRINCIPAL

By: Vicki Gullion

Name: Vicki Gullion

Title: Assistant Secretary

By:

Name:

Title:

Address: 2280 Wardlow Circle, Suite 100

Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

STATE OF North Carolina

COUNTY OF Mecklenburg to wit:

I, Catherine Thompson, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing bond this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 6th day of April, 2022.

Notary Seal

CATHERINE THOMPSON
NOTARY PUBLIC
MECKLENBURG COUNTY, NC

Catherine Thompson
Notary Public

My commission expires on the 9th day of April, 2022.

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 4/5/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Bond No. 9398688

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ($13,650.00) dollars, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 6, 2022.

(Seal)	(Seal)
Fidelity and Deposit Company of Maryland	D.R. Horton Los Angeles Holding Company, Inc.
SURETY	**PRINCIPAL**
By: [signature]	By: [signature]
Name: Noah William Pierce	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: 1299 Zurich Way, 5th Floor	By:
Schaumburg, IL 60196-1056	Name:
Surety Phone No. 847-605-6000	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

FIDELITY AND DEPOSIT COMPANY INCORPORATED 1890 OF MARYLAND

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

STATE OF North Carolina

COUNTY OF Mecklenburg to wit:

I, Catherine Thompson, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing bond this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 6th day of April, 2022.

Notary Seal

CATHERINE THOMPSON
NOTARY PUBLIC
MECKLENBURG COUNTY, NC

Catherine Thompson
Notary Public

My commission expires on the 9th day of April, 2022.

Bond Number 9398688

Obligee City of Beaumont

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Noah William Pierce, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of April, 2022.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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 4/5/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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)**

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

PW2019-0334

Rev. 07 22 2020

Basic Gov (Sales Force) #
File #

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No TM 31462-22

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon LLC, a Delaware limited liability company ,

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan TM 31462-22 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

_____

By: _____
Mayor

Date: _____

DEVELOPER SDC Fairway Canyon LLC, a Delaware limited liability

By: _____
Dale Strickland

Date; _____

Title: Authorized Signatory

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Monumentation

EXHIBIT "A"

Bond No.: 1001124472
Premium: $205.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ SDC Fairway Canyon, LLC _____ (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-22 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Thirteen Thousand Six Hundred Fifty & N0/100 dollars ($ 13,650.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 3, 20 20.

(Seal)

American Contractors Indemnity Company

SURETY

By: _____

Name: Shane Wolf

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: _____

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124472
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/3/20

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond No.: 1001124472
Premium included with the Performance Bond

Monumentation

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 31462-22 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Thirteen Thousand Six Hundred* for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Fifty & N0/100 ($13,650.00)

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 3 , 20 20 .

(Seal)

American Contractors Indemnity Company

SURETY

By: _____

Name: Shane Wolf

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: _____

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

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State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124472
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/3/20

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Securely attach this document to the signed document with a staple.

TOKIOMARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million******* Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this SEP - 3 2020 day of

Corporate Seals

Bond No. 1001124472

Agency No. 16590

Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

2021-0040295
original

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-22

BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK 476, PAGE 24-30, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S, R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**

NUMBER OF LOTS: 103
NUMBER OF LETTERED LOTS : 3
ACREAGE OF LOTS: 17.65 AC.
ACREAGE OF LETTERED LOTS: 3.23 AC.
TOTAL ACREAGE: 20.48 AC.

RECORDER'S STATEMENT

FILED THIS 21 DAY OF January, 2021
AT 12:14 P.M. IN BOOK 476 OF MAPS, AT PAGES 31-35, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.
NO. 2021-0040295
FEE $17.00

PETER ALDANA
ASSESSOR –COUNTY CLERK – RECORDER
BY: _____, DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND: THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

LOT "A" (WRIGHT CIRCLE), LOT "B" (PRICE STREET), AND LOT "C" (FUNK WAY), LOT "E", FOR STREET AND PUBLIC UTILITY PURPOSES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A 5' WIDE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE PUBLIC UTILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A 5' WIDE WATER FACILITIES EASEMENT, IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR LANDSCAPE MAINTENANCE PURPOSES:

LOTS "102", AND "103" AS SHOWN HEREON FOR LANDSCAPE MAINTENANCE PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT.

SDC FAIRWAY CANYON, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
PRINTED NAME: DALE STRICKLAND
ITS: AUTHORIZED SIGNATOR

BENEFICIARY

FLAGSTAR BANK, FSB a federally chartered savings bank, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED NOVEMBER 8, 2019, AS INSTRUMENT NO. 2019-0461648, OF OFFICIAL RECORDS.

BY: _____
PRINTED NAME: ~~JIM CHITTARO~~ James Chittaro
TITLE: VICE PRESIDENT

NOTARY 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 WV
COUNTY OF HARRISON
ON Nov 23, 2020 BEFORE ME Britney Moore, A NOTARY PUBLIC PERSONALLY APPEARED James Chittaro 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

Britney Moore N201023003915
SIGNATURE
Britney Moore
PRINT NAME
MY COMMISSION EXPIRES: October 23, 2025
MY PRINCIPAL PLACE OF BUSINESS IS IN HARRISON COUNTY.

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Britney Moore
105 Oakwood Dr. Shinnston, WV 26431
My Commission Expires October 23, 2025

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $13,200.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

CASH OR SURETY TAX BOND
~~DON KENT~~ Matthew Jennings
COUNTY TAX COLLECTOR
BY: _____, DEPUTY
DATED ~~January~~ January 19, ~~20~~ 21

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $13,200.00

DATED: January 19, 2021
~~DON KENT, COUNTY TAX COLLECTOR~~ Matthew Jennings
BY: _____, DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

1. MINERAL RIGHT DESCRIBED IN DEED RECORDED 10/19/2005, AS INSTRUMENT NO. 2005-0862966, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
2. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION OF AMERICA, A CALIFORNIA NON –PROFIT MUTUAL BENEFIT CORPORATION–OWNERS OF AN EASEMENT FOR ACCESS PURPOSES, AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516795 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
3. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION, A CALIFORNIA NON–PROFIT MUTUAL BENEFIT CORPORATION–OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. BLANKET IN NATURE

NOTARY 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 Nov. 19, 2020 BEFORE ME Susan E. Morales, A NOTARY PUBLIC PERSONALLY APPEARED Dale Strickland 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

Comm. # 2279182

Susan E. Morales
SIGNATURE
Susan E. Morales
PRINT NAME
MY COMMISSION EXPIRES: March 28, 2023
MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SDC FAIRWAY CANYON, LLC ON JULY, 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: 11/24, 2020
MIGUEL A. VILLASENOR
EXPIRES 12-31-20

PROFESSIONAL LAND SURVEYOR
MIGUEL A. VILLASENOR
P.L.S. 8509
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED TRACT MAP 31462-22, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH.

DATED: December 07, 2020
JEFF HART, CITY ENGINEER
R.C.E. 70910

I HEREBY STATE THAT I HAVE EXAMINED THE MAP, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: 12/2, 2020
Jay S. Fahrion
JAY S. FAHRION, PROFESSIONAL LAND SURVEYOR
P.L.S. 8207

PROFESSIONAL LAND SURVEYOR
JAY S. FAHRION
No. LS.8207
STATE OF CALIFORNIA

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY IT'S COUNCIL, HEREBY APPROVES THE TRACT MAP 31462-22 AND ACCEPT THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE, AS FOLLOWS:

FOR STREET AND PUBLIC PUBLIC PURPOSES: LOT "A" (WRIGHT CIRCLE), LOT "B" (PRICE STREET), AND LOT "C" (FUNK WAY);

A 5' WIDE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE PUBLIC UTILITIES;

DATED: Dec. 16, 2020
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

BEAUMONT CHERRY VALLEY WATER DISTRICT ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN THE 5' WIDE WATER FACILITIES EASEMENT CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM SDC FAIRWAY CANYON LLC, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND AND CONSENTS TO ITS RECORDATION.

DATED: Nov. 24, 2020 BY: _____
BEAUMONT CHERRY VALLEY WATER DIST.
ITS: General Manager

2021-0040295
original

476/32

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-22

BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK 476, PAGE 24-30, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S, R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**

SHEET 2 OF 5 SHEETS

BASIS OF BEARINGS

THE BASIS OF COORDINATES FOR THE MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", AS SHOWN HEREON. ALL DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. THE GEOGRAPHIC COORDINATES SHOWN HEREON ARE ESTABLISHED BY USING G.P.S. IN A STATIC MODE FOR RELATIVE POSITIONING.

1) CONTROL STATION "RABBIT"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT", HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM IS NAD 83, LATITUDE 33°56'02.27171"N (GRID 2284367.502. GROUND 2284584.7073) AND LONGITUDE 117°02'03.12956"W (GRID 6323791.935, GROUND 6324393.2146)

2) CONTROL STATION "REST"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II HORIZONTAL DATUM IS NAD 83, LATITUDE 33°57'26.63058"N (GRID 2292862.267, GROUND 2293080.2815) AND LONGITUDE 117°01'11.02542"W (GRID 6328245.054, GROUND 6328846.7656).

3) MAP BASE DATUM
A) MEAN SCALE FACTOR IS 1.00001314
B) MEAN ELEVATION IS 2366.920 FEET. NAVD 88
C) MEAN SEA LEVEL REDUCTION FACTOR 0.999891.788
D) Epoch 1991.35
E) MAP COMBINATION FACTOR IS: 0.999904925.
F) MAPPING ANGLE AT STA. "REST" IS: -00°25'22.73"

LINE TABLE					
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
(L1)	N21°59'12"W(R)	97.61'	(L13)	N80°27'49"W	46.32'
(L2)	N11°51'54"W	66.50'	(L14)	N85°48'38"E	45.00'
(L3)	N89°07'56"W	274.26'	(L15)	N65°59'13"E	91.33'
(L4)	N11°51'54"W	27.22'	(L16)	N52°26'32"E	37.59'
(L5)	N31°18'01"E	22.72'	(L17)	N27°12'43"E	54.09'
(L6)	N22°51'52"E	21.66'	(L18)	N12°33'08"E	100.24'
(L7)	N20°21'41"W(R)	50.00'	(L19)	N8°36'04"E	197.00'
(L8)	N78°08'06"E	285.01'	(L20)	N59°23'54"E	124.45'
(L9)	N31°09'44"W	65.21'	(L21)	N89°22'06"E(R)	50.00'
(L10)	N89°07'56"W	175.85'	(L22)	N73°15'17"E	113.89'
(L11)	N83°19'29"E	50.73'	(L23)	N52°12'18"W	29.12'
(L12)	N85°48'38"E	126.12'	(L24)	N16°44'43"W	84.89'

SURVEYOR'S NOTES

( ) INDICATES RECORD AND MEASURED DATA PER TRACT NO. 31462-21 PER M.B. 476/24-30, UNLESS OTHERWISE NOTED,

[ ] INDICATES RECORD DATA PER LOT LINE ADJUSTMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, PER INSTR. #2004-0826803, O.R., UNLESS OTHERWISE NOTED.

● INDICATES FOUND 1" IP, AND TAG STAMPED "LS 8509", FLUSH, PER TRACT NO. 31462-21, PER M.B. 476/24-30, UNLESS OTHERWISE NOTED.

■ INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED "LS 5346", FLUSH, PER R.S. BK. 109/7-13, UNLESS OTHERWISE NOTED.

○ INDICATES SET 1" I.D. X 18" I.P. AND TAG "LS 8509", FLUSH (RIV. CO. STD. A MON.)

1. SET 1" I.P. AND TAG, "LS 8509", FLUSH, AT ALL REAR LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES.
2. SET NAIL AND TAG MARKED "LS 8509" IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES.
3. SET LEAD AND TAG, "LS 8509", FLUSH, ON TOP OF CURB FOR B.C.'s, E.C.'s, P.R.C.'s, AND P.C.C.'s, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM RIGHT-OF-WAY LINES.
4. ALL MONUMENTS ARE SET AND TAGGED PER RIV. CO, ORDINANCE NO 461.
5. ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP.
6. TRACT NO. 31462-22 CONTAINS 20.48 ACRES

EASEMENT DEDICATION NOTES:

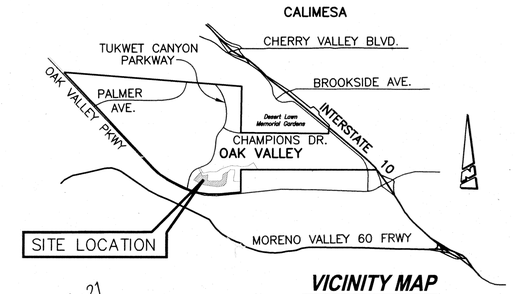
1 — 5' WIDE EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES OFFERED FOR DEDICATION HEREON.

2 — 5' WIDE EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES OFFERED FOR DEDICATION HEREON.

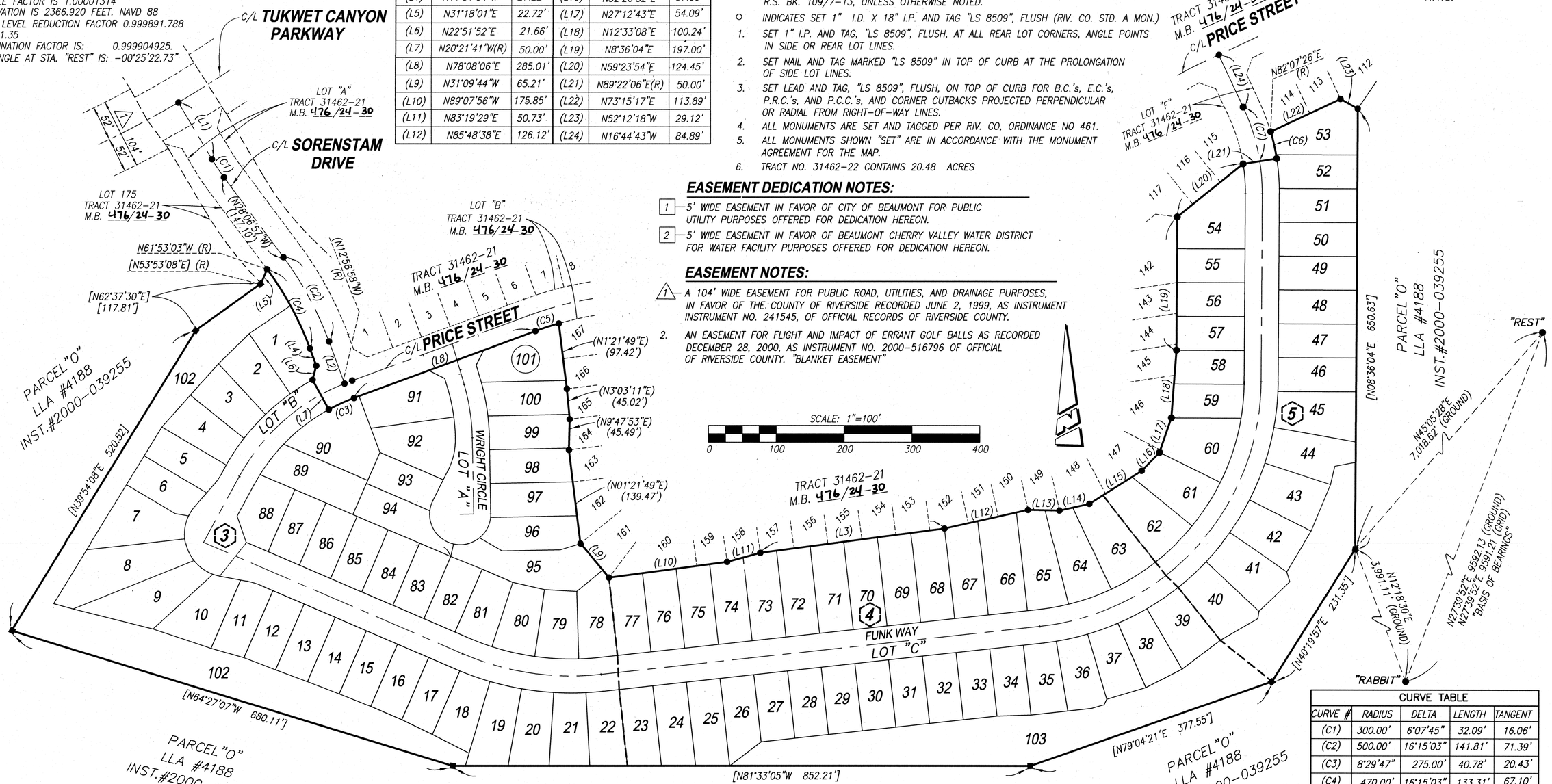
EASEMENT NOTES:

1 — A 104' WIDE EASEMENT FOR PUBLIC ROAD, UTILITIES, AND DRAINAGE PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED JUNE 2, 1999, AS INSTRUMENT INSTRUMENT NO. 241545, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

2. AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796 OF OFFICIAL OF RIVERSIDE COUNTY. "BLANKET EASEMENT"



VICINITY MAP
N.T.S.



CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	TANGENT
(C1)	300.00'	6°07'45"	32.09'	16.06'
(C2)	500.00'	16°15'03"	141.81'	71.39'
(C3)	8°29'47"	275.00'	40.78'	20.43'
(C4)	470.00'	16°15'03"	133.31'	67.10'
(C5)	475.00'	4°23'15"	36.37'	18.20'
(C6)	325.00'	7°14'40"	41.09'	20.57'
(C7)	300.00'	8°52'09"	46.44'	23.27'

BOUNDARY AND SHEET INDEX MAP

SCALE: 1" = 100'

(X) INDICATES MAP SHEET NUMBER

2021-0040295
original

476/33

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

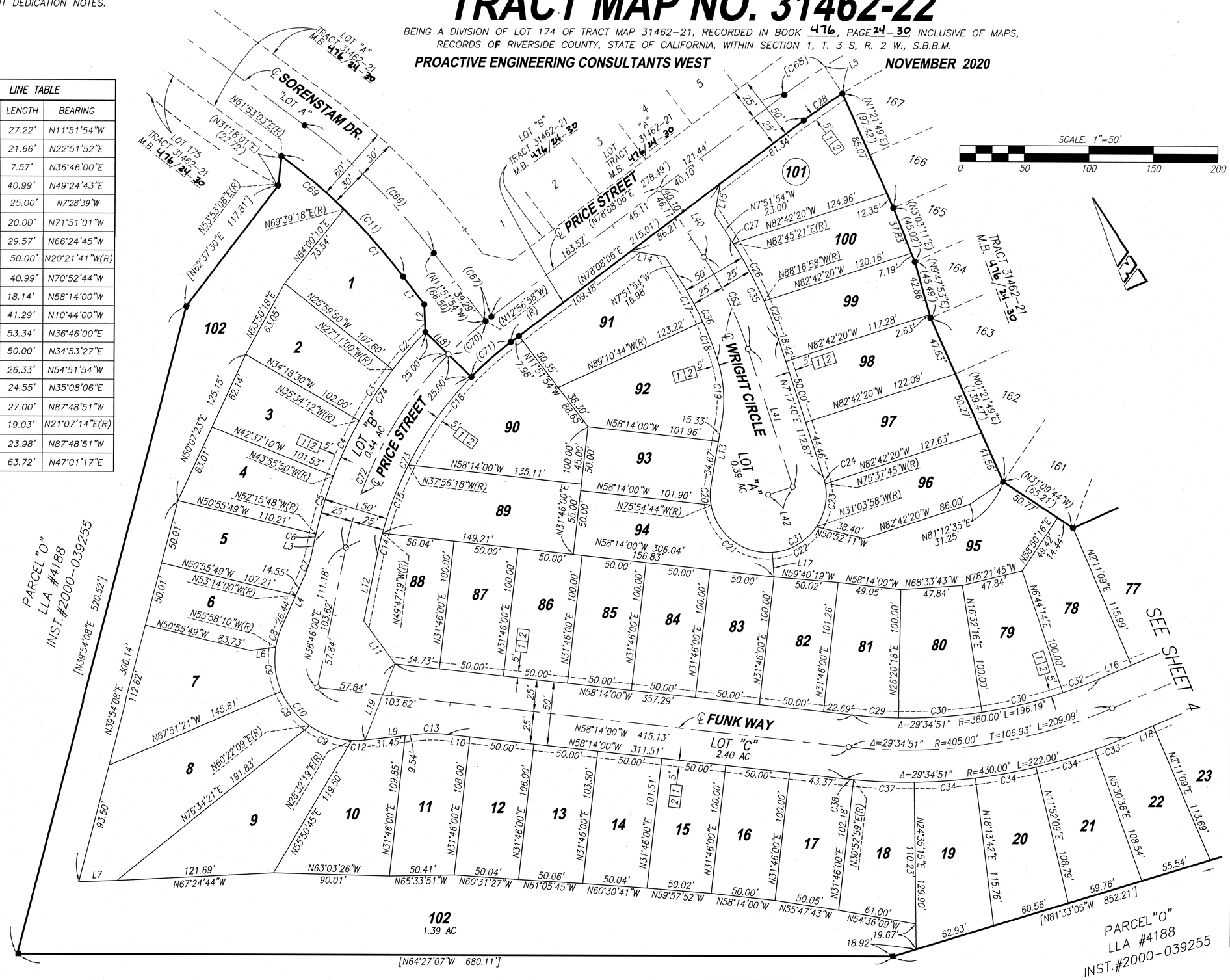
TRACT MAP NO. 31462-22

BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK 476, PAGE 24-30, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S, R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**

SHEET 3 OF 5 SHEETS

LINE TABLE		
LINE #	LENGTH	BEARING
L1	27.22'	N11°51'54"W
L2	21.66'	N22°51'52"E
L3	7.57'	N36°46'00"E
L4	40.99'	N49°24'43"E
L5	25.00'	N7°28'39"W
L6	20.00'	N71°51'01"W
L7	29.57'	N66°24'45"W
(L8)	50.00'	N20°21'41"W(R)
L9	40.99'	N70°52'44"W
L10	18.14'	N58°14'00"W
L11	41.29'	N10°44'00"W
L12	53.34'	N36°46'00"E
L13	50.00'	N34°53'27"E
L14	26.33'	N54°51'54"W
L15	24.55'	N35°08'06"E
L16	27.00'	N87°48'51"W
L17	19.03'	N21°07'14"E(R)
L18	23.98'	N87°48'51"W
L19	63.72'	N47°01'17"E



CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	69.55'	470.00'	8°28'42"	34.84'
C2	38.70'	325.00'	6°49'19"	19.37'
C3	47.57'	325.00'	8°23'13"	23.83'
C4	47.42'	325.00'	8°21'37"	23.75'
C5	47.27'	325.00'	8°19'58"	23.67'
C6	5.50'	325.00'	0°58'13"	2.75'
C7	22.73'	103.00'	12°38'44"	11.41'
C8	16.91'	63.00'	15°22'54"	8.51'
C9	35.00'	63.00'	31°49'50"	17.96'
C10	132.27'	63.00'	120°17'27"	109.76'
(C11)	133.31'	470.00'	16°15'03"	19.43'
C12	10.36'	63.00'	9°25'03"	5.19'
C13	22.73'	103.00'	12°38'44"	11.41'
C14	16.53'	275.00'	3°26'41"	8.27'
C15	56.88'	275.00'	11°51'01"	28.54'
C16	125.14'	275.00'	26°04'24"	63.67'
C17	41.69'	275.00'	8°41'10"	20.89'
C18	31.07'	275.00'	6°28'23"	15.55'
C19	49.61'	103.00'	27°35'48"	25.30'
C20	15.57'	45.00'	19°49'22"	7.86'
C21	65.93'	45.00'	83°56'52"	40.48'
C22	40.99'	45.00'	52°11'12"	22.04'
C23	35.00'	45.00'	44°33'47"	18.44'
C24	5.56'	45.00'	7°04'35"	2.78'
C25	31.63'	325.00'	5°34'37"	15.83'
C26	50.83'	325.00'	8°57'41"	25.47'
C27	3.52'	325.00'	0°37'15"	1.76'
C28	36.37'	475.00'	4°23'15"	18.20'
C29	36.00'	380.00'	5°25'42"	18.01'
C30	65.00'	380.00'	9°48'02"	32.58'
C31	157.49'	45.00'	200°31'13"	–
C32	30.19'	380.00'	4°33'05"	15.10'
C33	24.95'	430.00'	3°19'27"	12.48'
C34	47.73'	430.00'	6°21'33"	23.89'
C35	85.99'	325.00'	15°09'33"	43.25'
C36	72.76'	275.00'	15°09'34"	36.59'
C37	47.25'	430.00'	6°17'44"	23.65'
C38	6.63'	430.00'	0°53'01"	3.32'
C63	79.37'	300.00'	15°09'34"	39.92'
C64	48.90'	1538.00'	1°49'18"	24.45'
C65	32.09'	300.00'	6°07'45"	16.06'
C66	141.81'	500.00'	16°15'03"	71.39'
C67	5.68'	300.00'	1°05'04"	2.84'
C68	38.29'	500.00'	4°23'15"	19.15'
C69	63.74'	470.00'	7°46'15"	31.92'
(C70)	38.81'	300.00'	7°24'43"	19.43'
(C71)	40.78'	275.00'	8°29'47"	20.43'
C72	172.12'	300.00'	31°52'19"	88.50'
C73	157.77'	275.00'	32°52'19"	81.12'
C74	186.46'	325.00'	31°52'19"	95.88'

2021-0040295
original

SHEET 4 OF 5 SHEETS

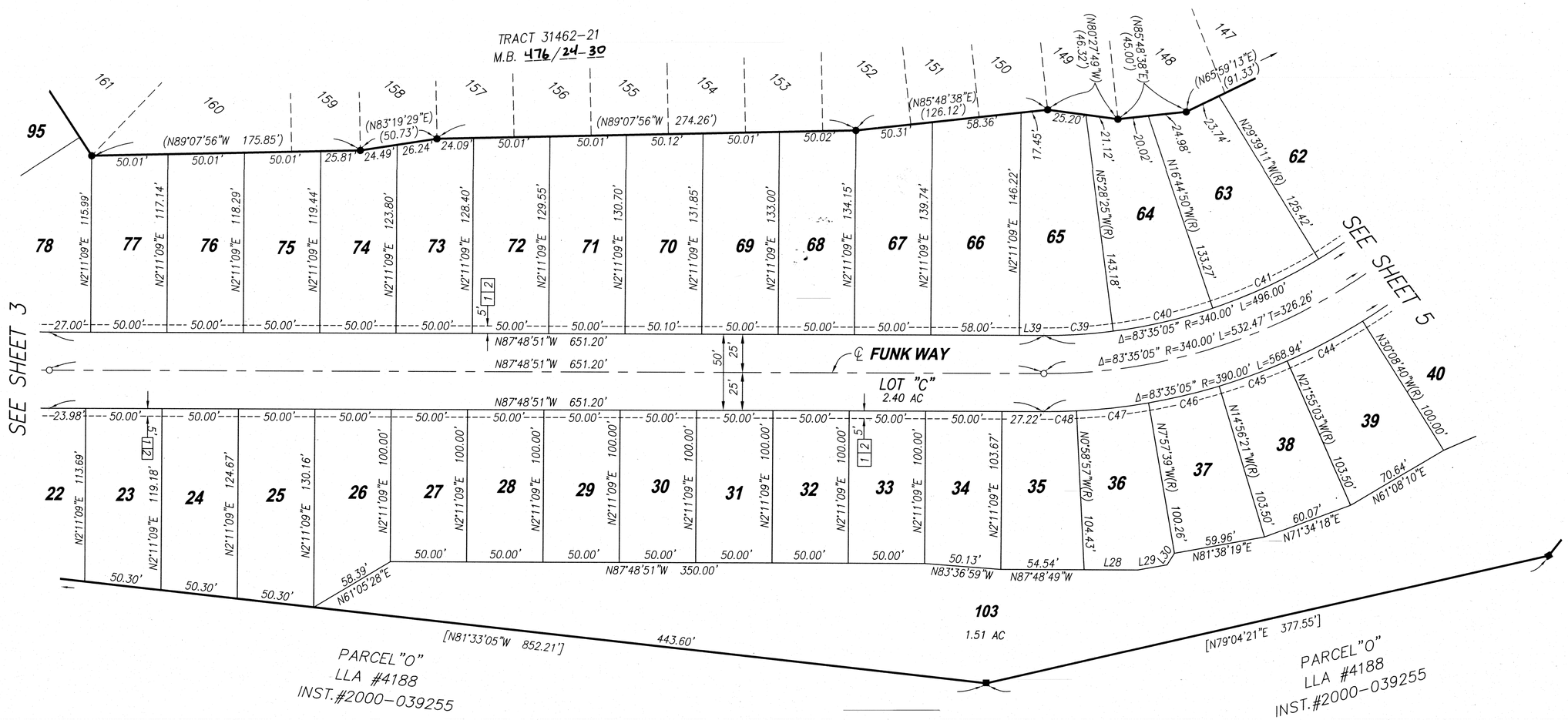
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-22

BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK 476, PAGE 24-30, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S, R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**



LINE TABLE		
LINE #	LENGTH	BEARING
L28	35.00'	N87°48'49"W
L29	19.64'	N82°02'21"E
L30	8.96'	N33°56'00"E
L31	11.00'	N16°44'13"E
L39	16.10'	N87°48'51"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C39	45.45'	340.00'	7°39'34"	22.76'
C40	66.90'	340.00'	11°16'25"	33.56'
C41	76.58'	340.00'	12°54'21"	38.46'
C44	56.00'	390.00'	8°13'38"	28.05'
C45	47.50'	390.00'	6°58'42"	23.78'
C46	47.50'	390.00'	6°58'42"	23.78'
C47	47.50'	390.00'	6°58'42"	23.78'
C48	21.57'	390.00'	3°10'06"	10.79'

2021-0040295
original

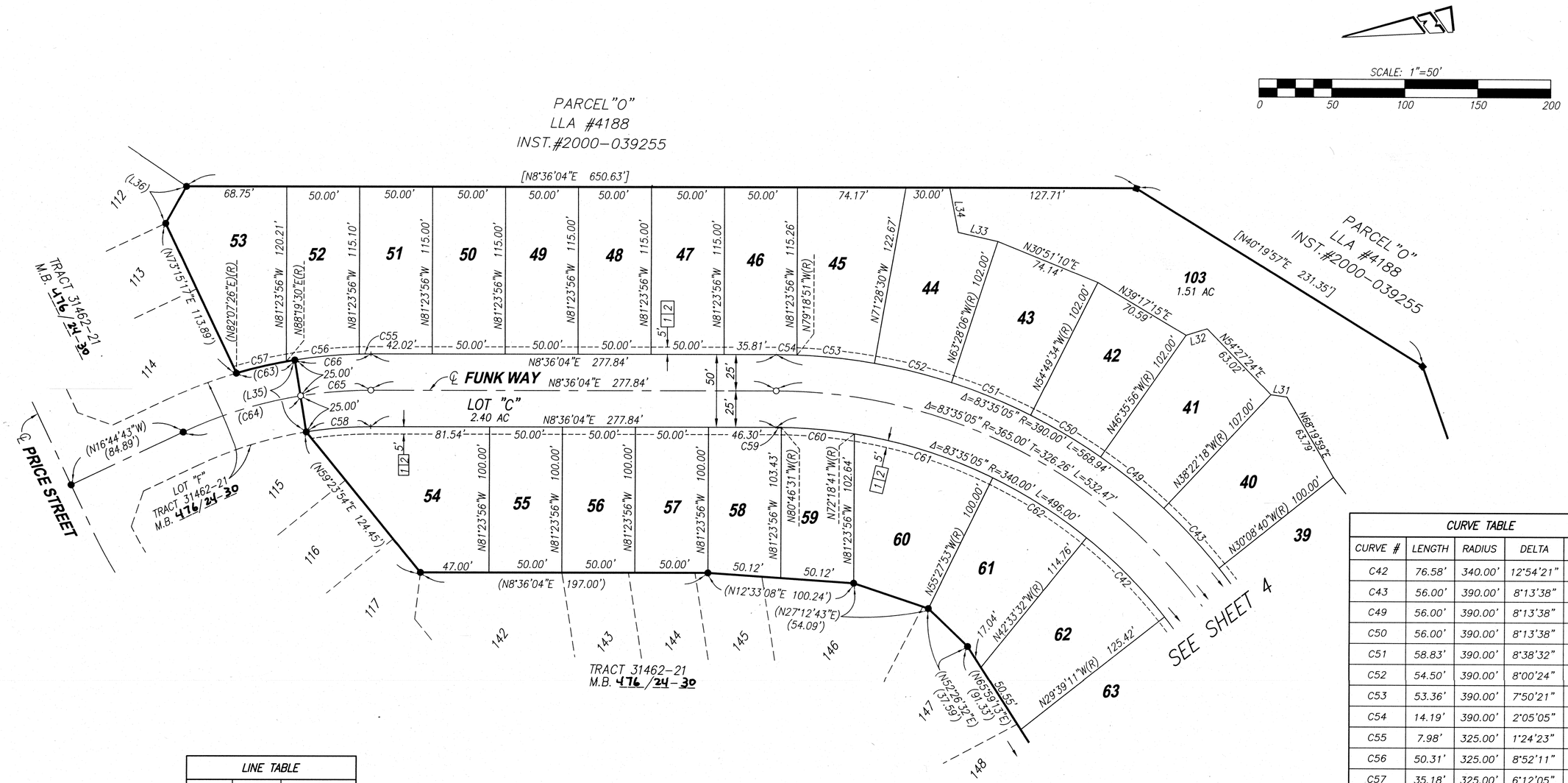
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-22

BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK 476, PAGE 24 - 30, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S, R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST **NOVEMBER 2020**



LINE TABLE		
LINE #	LENGTH	BEARING
L31	11.00'	N16°44'13"E
L32	15.14'	N8°50'16"W
L33	27.90'	N21°24'54"E
L34	31.27'	N87°42'43"E
(L35)	50.00'	N89°22'06"E(R)
(L36)	29.12'	N52°12'18"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C42	76.58'	340.00'	12°54'21"	38.46'
C43	56.00'	390.00'	8°13'38"	28.05'
C49	56.00'	390.00'	8°13'38"	28.05'
C50	56.00'	390.00'	8°13'38"	28.05'
C51	58.83'	390.00'	8°38'32"	29.47'
C52	54.50'	390.00'	8°00'24"	27.29'
C53	53.36'	390.00'	7°50'21"	26.72'
C54	14.19'	390.00'	2°05'05"	7.10'
C55	7.98'	325.00'	1°24'23"	3.99'
C56	50.31'	325.00'	8°52'11"	25.21'
C57	35.18'	325.00'	6°12'05"	17.60'
C58	44.31'	275.00'	9°13'58"	22.21'
C59	3.70'	340.00'	0°37'25"	1.85'
C60	50.23'	340.00'	8°27'50"	25.16'
C61	99.97'	340.00'	16°50'48"	50.35'
C62	76.58'	340.00'	12°54'21"	38.46'
(C63)	41.09'	325.00'	7°14'40"	20.58'
(C64)	46.44'	320.00'	8°52'09"	23.27'
C65	48.34'	300.00'	9°13'58"	24.22'
C66	52.37'	325.00'	9°13'58"	26.24'

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0841
Receipt No. R01224203
Fee $ 288.18
Date Paid 3/15/2022

BOND EXONERATION APPLICATION

[REPLACEMENT OF BOND - NOT EXONERATION]

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Rudy Provoost Phone 951-733-8867

2. Contact's Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/State/Zip

5. Contact's E-mail RRPROVOOST@DRHORTON.COM

3. Developer Name D R HORTON LOS ANGELES HOLDING COMPANY, INC. Phone 951-733-8867
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 1001124466 / TR 31462-21 / Street Improvements

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rudy Provoost 2/23/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

_____
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

_____

Print Name and Sign – Contact/Applicant Date

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-22

DATE OF AGREEMENT: March 9, 2022

NAME OF SUBDIVIDER: DR Horton Los Angeles Holding Company, Inc, a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Augusta at The Fairways subdivision consisting of 101 residential lots, _____, originally approved on _____, and Tentative Tract _____ ("Tract" or "Tentative Tract Map"), originally approved on _____.

FINAL TRACT MAP 31462-22 APPROVED ON _____ RECORDED ON 01/21/2021 AS INSTRUMENT NUMBER: 2021-0040295 ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 1,314,000.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ 23, 400.00 (see Exhibit "B")

BOND NUMBERS: 21BSBIV3421

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and _____, a _____, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) One Million Three Hundred Fourteen Thousand and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) One Million Three Hundred Fourteen Thousand and 25/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. <u>Alterations to Improvement Plans; Modification of City Standards.</u>

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. <u>Modification of Drainage Plan.</u> Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: Vicki Sullen

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Premium: $3,154.00 Bond No. 21BSBIV3421

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.31462-22, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Hartford Fire Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Three Hundred Fourteen Thousand Dollars and 00/100 dollars ($1,314,000.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)

Hartford Fire Insurance Company
SURETY

By: _____

Name: Joshua Sanford

Title: Attorney-In-Fact

Address: One Hartford Plaza

Hartford, CT 06155-0001

(Seal)

D.R. Horton Los Angeles Holding Company, Inc.
PRINCIPAL

By: _____

Name: Vicki Gullion

Title: Assistant Secretary

By: _____

Name: _____

Title: _____

Address: 2280 Wardlow Circle, Suite 100

Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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 4/7/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Bond No. 21BSBIV3421

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ($1,314,000.00) dollars, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)	(Seal)
Hartford Fire Insurance Company **SURETY**	D.R. Horton Los Angeles Holding Company, Inc. **PRINCIPAL**
By:	By: Vicki Gullion
Name: Joshua Sanford	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: One Hartford Plaza	By:
Hartford, CT 06155-0001	Name:
	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ Notary Public Signature

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Joshua Sanford *of* **Tampa, FL**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 21BSBIV3421 on behalf of D.R. Horton Los Angeles Holding Company, Inc. naming City of Beaumont as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 1, 2022

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SurePath POA 2021

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 4/7/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278187
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Rev. 05 06 2020

Basic Gov (Sales Force) # PW2018-0266
File # 3305

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No 31462-22)

Street Improvements

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon LLC, a Delaware limited liability company ("DEVELOPER")

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-22 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By

Mayor

Date November 17, 2020

DEVELOPER SDC Fairway Canyon LLC,
a Delaware limited liability company

By

Date July 23, 2020

Title: Authorized Signatory

Address:

2392 Morse Avenue
Irvine, CA 92614

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

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- Securely attach this document to the signed document with a staple.

Basic Gov (Sales Force) #
File #

Street Improvements

Bond No.: 1001124466
Premium: $19,710.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 23, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-22 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Three Hundred Fourteen Thousand*dollars ($ 1,314,000.00) 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. *& N0/100ths

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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 23, 2020.

(Seal)	(Seal)
American Contractors Indemnity Company	SDC Fairway Canyon, LLC
SURETY	**PRINCIPAL**
By:	By:
Name: Shane Wolf	Name: Dale Strickland
Title: Attorney-in-Fact	Title: Authorized Signatory
Address: 801 S. Figueroa St., Suite 700	By:
Los Angeles, CA 90017	Name:
	Title:
	Address: 2392 Morse Ave.
	Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
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  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
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- ☑ Other Authorized Signatory

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State of California }

County of Orange }

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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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

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American Contractors Indemnity Company
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

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  (Title)
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- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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Bond No.: 1001124466
Premium included with the Performance Bond

Street Improvements

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 31462-22 dated July 23, 20 23, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Million Three Hundred* for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Fourteen Thousand & N0/100ths ($1,314,000.00)

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 23, 20 20.

(Seal)

American Contractors Indemnity Company

SURETY

By: _____

Name: Shane Wolf

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: _____

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

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(Here insert name and title of the officer)

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WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

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SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

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DESCRIPTION OF THE ATTACHED DOCUMENT

American Contractors Indemnity Company
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of JUL 23 2020, _____.

Corporate Seals
Bond No. 100112446

Agency No. 16590

Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

No further comments
PA / NV5
4/16/2020

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"FOR PLAN CHECK FEE PURPOSES"

PARCEL MAP OR TRACT NO.: Tract No. 31462-22 (PA 26B-101 lots) Street Improvements
DATE: 9-Apr-20

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	1,313,786.34
Sewer	$	-
Total	$	1,313,786.34
Warranty Retension (22.5%)	$	295,601.93
Street/Drainage Plan Check Fees =	$	26,275.73
Sewer Plan Check Fees =	$	500.00
Street Inspection Fees =	$	39,413.59
Sewer Inspection Fees =	$	750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

4/09/20
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-22 (PA 26B-101 lots) Street Improvements DATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
1,810	TON	Asphalt Concrete - 144 lbs/cu. Ft. (100,545 SF @ 0.25')	$ 90.00	$ 162,900
1,862	C.Y.	Aggregate Base Class II (100,545 SF@0.50')	$ 50.00	$ 93,100
4	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (100,545 SF)	$ 600.00	$ 2,400
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
5,802	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ 58,020
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
801	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 8,010
23,999	S.F.	P.C.C. Sidewalk	$ 6.00	$ 143,994
11,312	SF	P.C.C. Drive Approach (16' wide)	$ 8.00	$ 90,496
2	EA.	Handicapped Access Ramp Case A	$ 2,000.00	$ 4,000
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ 562,920.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-22 (PA 26B-101 lots) Street Improvements DATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
-	L.F.	18" R.C.P.	$ 113.00	$ -
-	L.F.	24" R.C.P.	$ 140.00	$ -
	L.F.	30" R.C.P.	$ 150.00	$ -
-	L.F.	36" R.C.P.	$ 155.00	$ -
	L.F.	42" R.C.P.	$ 160.00	$ -
	L.F.	48 " RCP	$ 165.00	$ -
	L.F.	54" RCP	$ 170.00	$ -
	L.F.	60" RCP	$ 175.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
-	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	L.F.	36" HDPE. Pipe	$ 75.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-22 (PA 26B-101 lots) Street Improvements DATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	EA.	Water Quality Structure	$ 2,500.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter (945 LF)	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A.	Subtotal	$ 1,142,423
B.	Contingency (15%)	$ 171,363
C.	Streets/Drainage Total (A + B)	$ 1,313,786

****

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-22

GENERAL NOTES

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

SEWER NOTES

LIST ONLY THOSE NOTES THAT ARE APPLICABLE TO THE PROJECT

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT). FORCE MAIN PROFILE ELEVATIONS ARE TO CENTIGRADE (CG).
3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMWD STANDARDS AND SPECIFICATIONS.
4. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS EMWD SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
5. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING EMWD SB-30.
6. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING EMWD SB-52. IN ADDITION, FOR LATERALS SERVING INDUSTRIAL AND/OR COMMERCIAL DEVELOPMENTS, THE REQUIREMENTS FOR SAMPLING AND/OR PRETREATMENT FACILITIES SHALL BE DETERMINED BY CONTRACTING THE BUILDING AND SAFETY DEPARTMENT.
7. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING EMWD SB-52.
8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
9. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
10. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
11. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH EMWD SB-177. LOCATIONS OF WYES AND LATERALS, WHERE NOT SHOWN ON THE PLANS, ARE TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION TO MISS DRIVEWAYS. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER STANDARD DRAWING EMWD SB-176.
12. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
13. WHERE GROUNDWATER IS ENCOUNTERED, ALL VCP PIPE SHALL BE TREATED FOR ABSORPTION RESISTANCE PER EMWD'S SPECIFICATIONS.
14. BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
15. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING EMWD SB-157, SB-158, AND SB-159.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

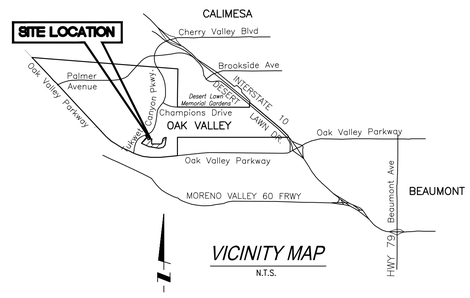
1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE

1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

STREET NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
6. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
7. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
8. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.
9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
10. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
11. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITEE #_____ ON THE PLAN.
14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
15. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
16. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
17. FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
19. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.



VICINITY MAP
N.T.S.

OWNER/DEVELOPER

ARGENT MANAGEMENT
2392 MORSE AVENUE
IRVINE, CA 92614
(949) 241-8403 OFFICE
(951) 722-0525 MOBILE
CONTACT: CHERRYL THOMPSON

LEGAL DESCRIPTION

BEING A DIVISION OF PARCEL 14-16, OF PARCEL MAP NO. 36732, RECORDED IN BOOK ____, OF PARCEL MAPS, PAGES ___ THROUGH ___, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ASSESSOR'S PARCEL NO.

413-790-042

WORK TO BE DONE

THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
   FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
   SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
   ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.
4. RESOLUTION NO _____, DATED _____.
5. SOILS REPORT AND RECOMMENDATIONS BY AGS, DATED 1/4/2018.

LEGEND

DESCRIPTION	DWG. NO.	SYMBOL	QUANTITY
RIGHT-OF-WAY, R/W			
DAYLIGHT LINE			
PROP SEWER		SS	
EXISTING SEWER		SS	
PROP STORM DRAIN		SD	
EXISTING STORM DRAIN		SD	
PROP WATER		W	
EXISTING WATER		W	
GAS		G	
MANHOLE		MH	
PROP CONTOUR			
EXISTING CONTOUR			
PROPOSED WALL			
EXISTING WALL			
CURB & GUTTER			
CENTERLINE, CL			
CONCRETE			
AC PAVING			
PED RAMP			

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

ITEM		TOTAL
1	CONSTRUCT 0.25' A.C. OVER 0.50' A.B.	100,545 S.F.
2	CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200	5,802 L.F.
3	CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207 (W=16')	11,312 S.F.
4	CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)	23,999 S.F.
5	CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209	801 S.F.
6	CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311	4 EA.
7	CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311	2 EA.
8	CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A	2 EA.
9	INSTALL STREET NAME SIGN PER RIVERSIDE STD. NO. 816	2 EA.
10	INSTALL R1 STOP SIGN ON STREET NAME SIGN POST	1 EA.
11	THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E	1 EA.
12	THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D	1 EA.

"DECLARATION OF RESPONSIBLE CHARGE"

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: PROACTIVE ENGINEERING CONSULTANTS WEST, INC.

ADDRESS: 25109 JEFFERSON AVE

CITY, ST.: MURRIETA, CA

TELEPHONE: (951) 200-6840

BY: GEORGE ALAN LENFESTEY R.C.E. 45920 (NAME OF ENGINEER & RCE)

DATE: EXP. 12-31-2020

INDEX OF SHEETS

SHEET 1 - TITLE SHEET - GENERAL NOTES
SHEET 2 - INDEX MAP
SHEET 3 - PRICE STREET (07+81.58 TO 13+29.05)
FUNK WAY (10+00.00 TO 14+00.00)
SHEET 4 - FUNK WAY (14+00.00 TO 23+00.00)
SHEET 5 - FUNK WAY (23+00.00 TO 31+72.01)
SHEET 6 - WRIGHT STREET (10+00.00 TO 12+55.34)
SHEET 7 - SIGNAGE AND STRIPING

ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS UNLESS NOTED OTHERWISE:
* RCFC&WCD STANDARD MANUAL
** EMWD SEWER STANDARD DRAWINGS
*** STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1			

ENGINEER — REVISIONS — CITY

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

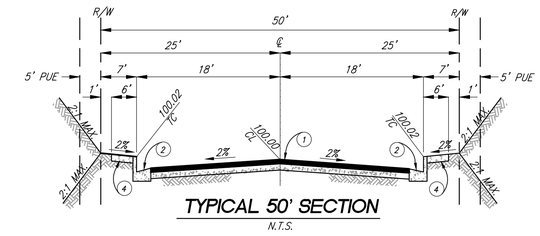
Reviewed By: _____ Staff Engineer — Date: 11/5/2020
Recommended for Approval By: _____ Administrative Engineer — Date: 11/5/2020
Approved By: _____ City Engineer/Director of Public Works — Date: 11/18/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-22
TITLE SHEET

SHEET 1 OF 7 SHEETS
FILE NO: #3305

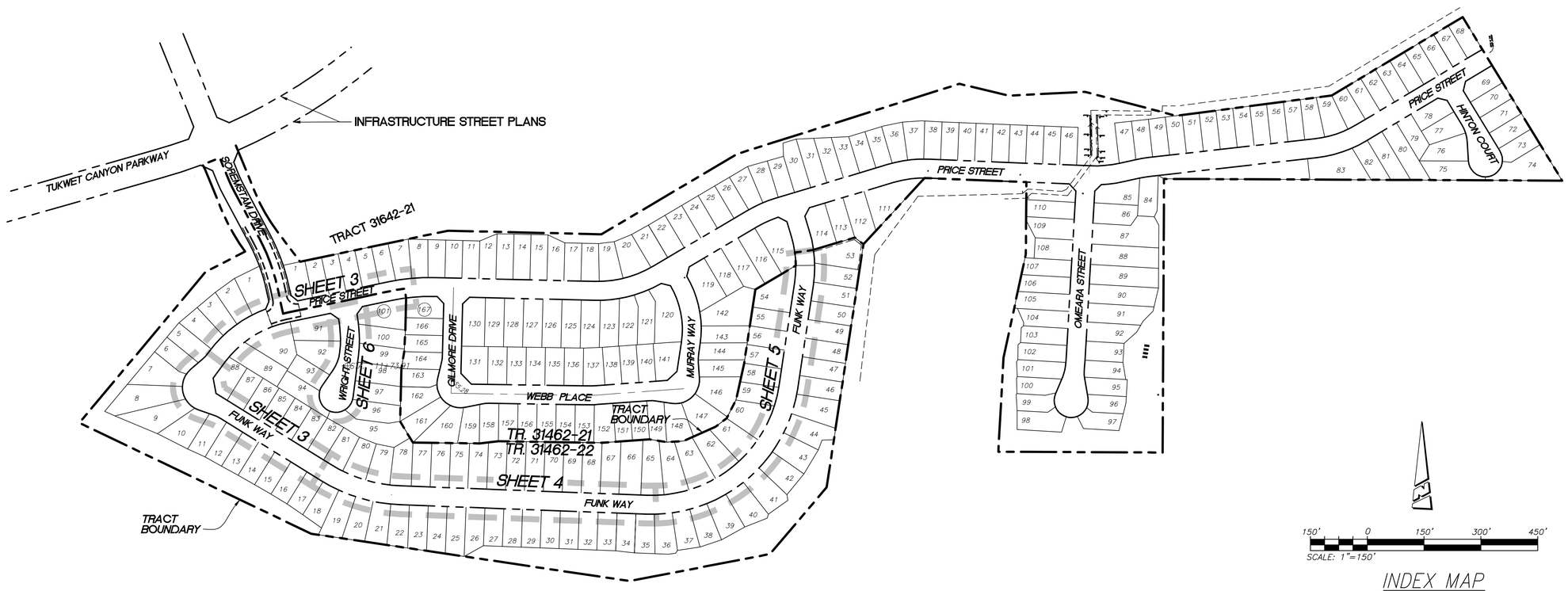
Plotted: Oct 14, 2020 - 2:48pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-26\Street Improvements\31462-PA26B-SHT 01-06.dwg



TYPICAL 50' SECTION

N.T.S.

MODIFIED RIVERSIDE COUNTY STD. 108, SECTION A
T.I. = 5.0, 0.25' A.C. W/SEAL COAT OVER 0.50' A.B. CRUSHED
PRELIM. "R" VALUE = 30



INDEX MAP

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ELEV.2491.44, NGVD 29

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ENGINEER		REVISIONS	CITY	

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020

10/14/20
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

Reviewed By: _____ Date: 11/5/2020
Staff Engineer

Recommended for Approval By: _____ Date: 11/5/2020
Administrative Engineer

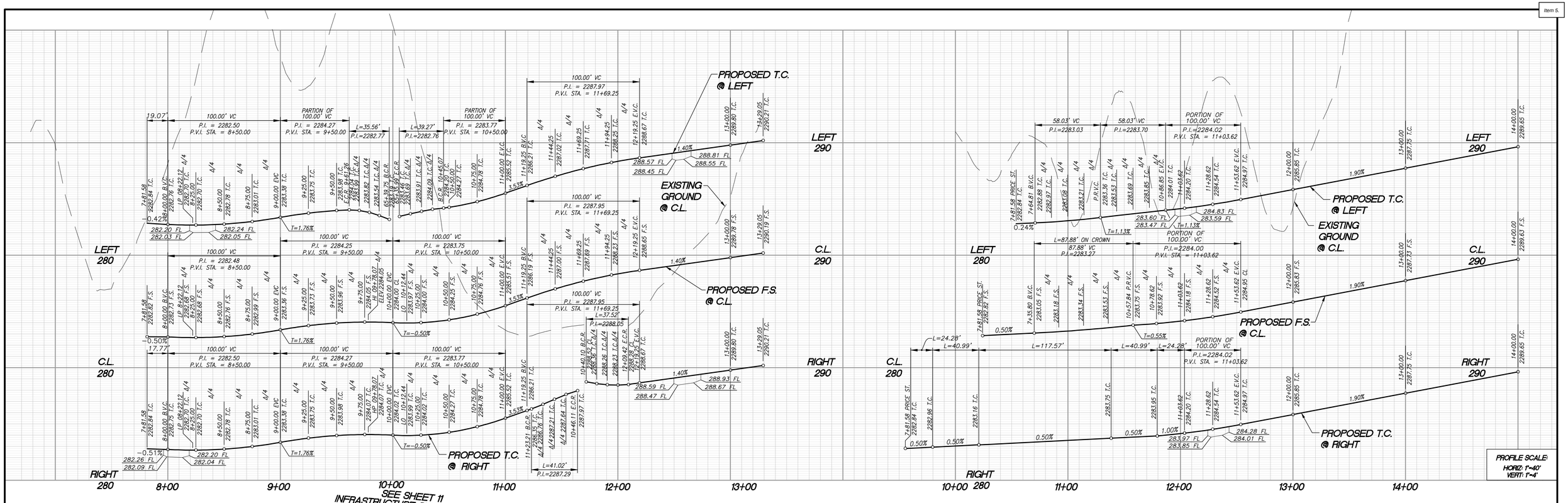
Approved By: _____ Date: 11/18/2020
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-22

INDEX MAP

SHEET 2 OF 7 SHEETS
FILE NO: #3305



CONSTRUCTION NOTES

1. CONSTRUCT 3" A.C. OVER 6" A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207
4. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
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7. CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311
8. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
9. INSTALL STREET NAME SIGN PER RIVERSIDE STD. NO. 816

CURVE/LINE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	32°52'19"	318.00'	182.44'	93.81'
B	32°52'19"	300.00'	172.12'	88.50'
C	32°52'19"	828.00'	161.79'	83.19'
D	94°00'00"	25.00'	41.02'	26.81'
E	86°00'00"	25.00'	37.52'	23.31'
F	04°23'15"	518.00'	39.67'	19.84'
G	04°23'15"	500.00'	38.29'	19.15'
H	04°23'15"	482.00'	36.91'	18.46'
I	12°38'44"	110.00'	24.28'	12.19'
J	120°17'27"	56.00'	117.57'	97.57'
K	95°00'00"	35.00'	58.03'	38.20'
L	12°38'44"	110.00'	24.28'	12.19'

DIGALERT
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BENCHMARK:
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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
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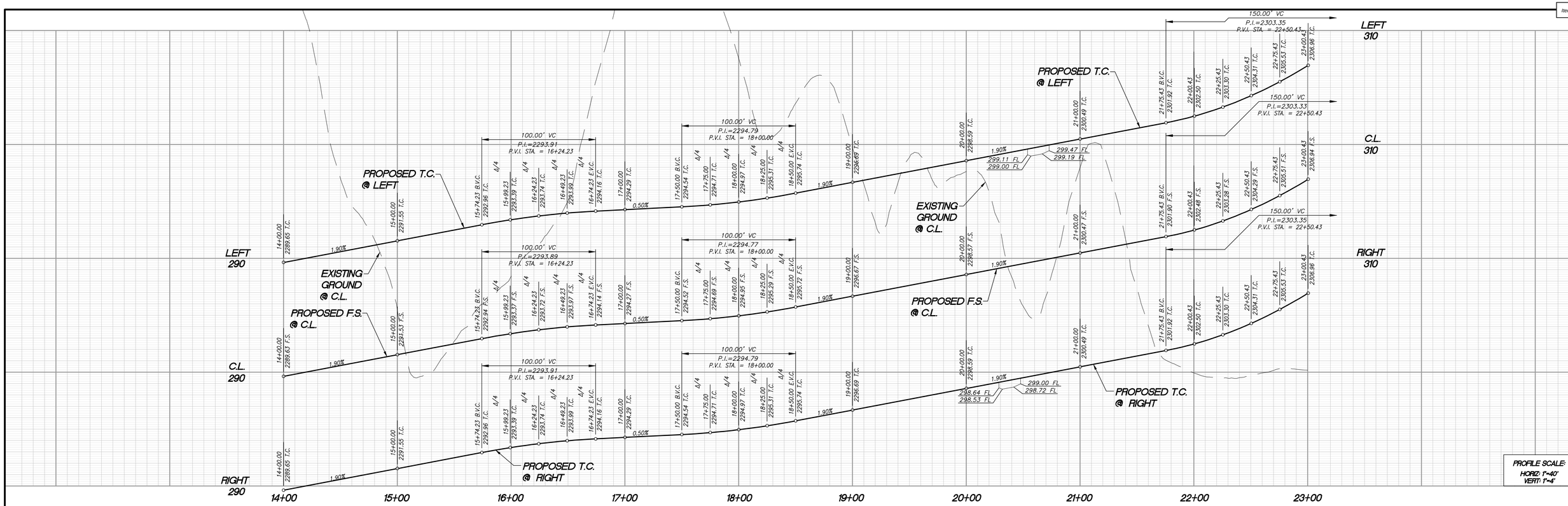
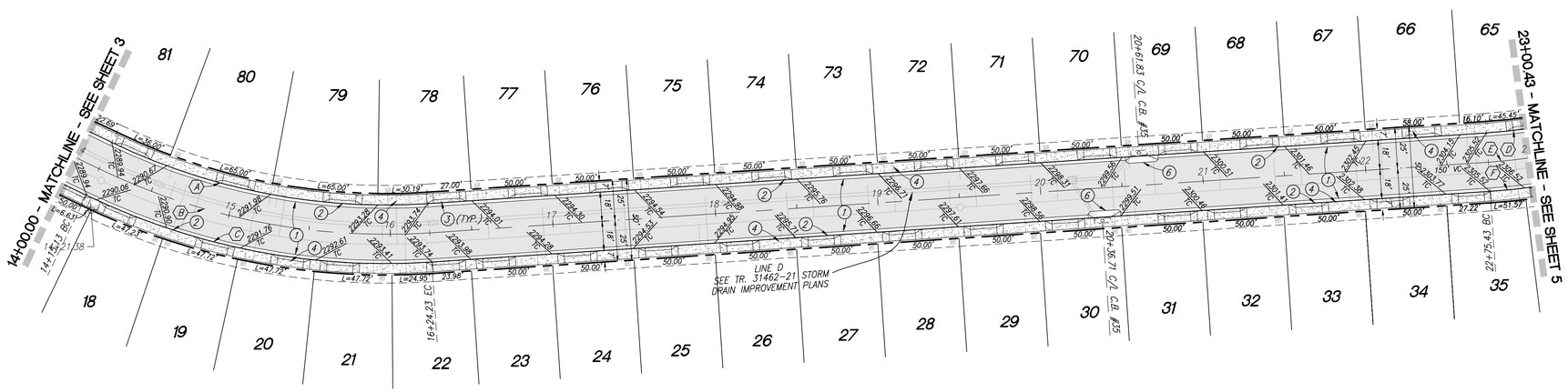
Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-22
PRICE STREET
STA: 07+81.58 TO STA: 13+29.05
FUNK WAY
STA: 10+00.00 TO STA: 14+00.00

SHEET 3 OF 7 SHEETS
FILE NO: #3305





40' 0 40' 80' 120'
SCALE: 1"=40'

CONSTRUCTION NOTES

1. CONSTRUCT 0.25' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
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6. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
7. CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311

FUNK WAY

CURVE/LINE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	29°33'44"	387.00'	199.68'	102.11'
B	29°34'51"	405.00'	209.09'	106.93'
C	29°34'51"	423.00'	218.39'	111.69'
D	03°51'26"	347.00'	23.36'	11.68'
E	03°51'26"	365.00'	24.57'	12.29'
F	03°51'26"	383.00'	25.78'	12.90'

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ENGINEER		REVISIONS		CITY

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

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CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-22
FUNK WAY
STA: 14+00.00 TO STA: 23+00.00

SHEET 4 OF 7 SHEETS
FILE NO: #3305

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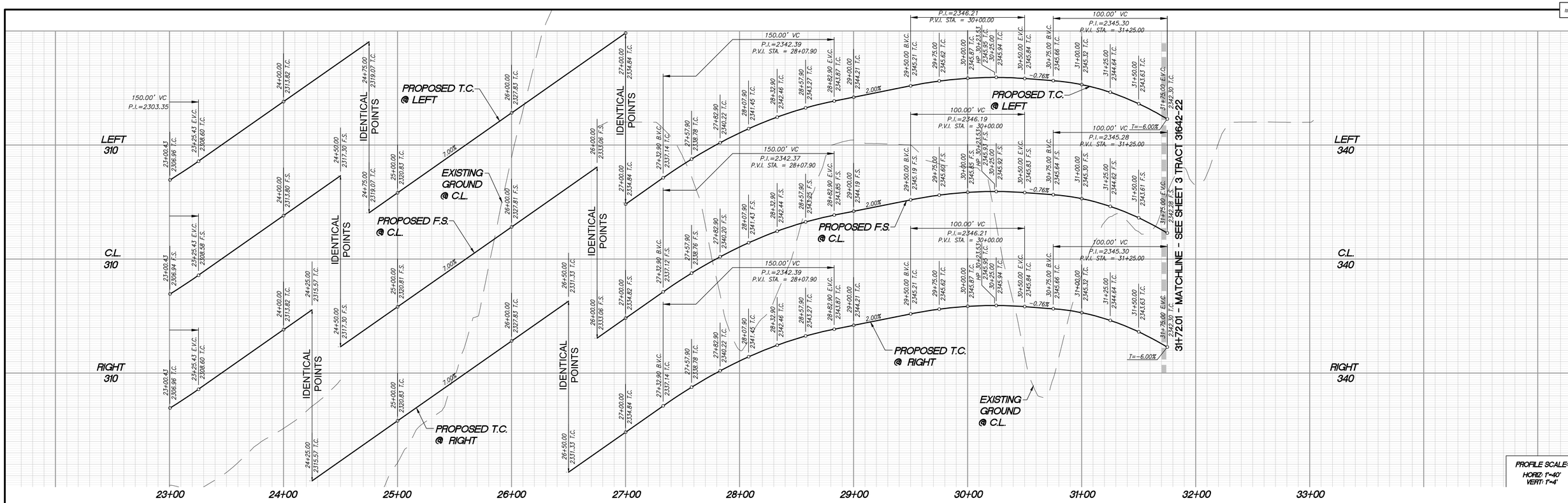
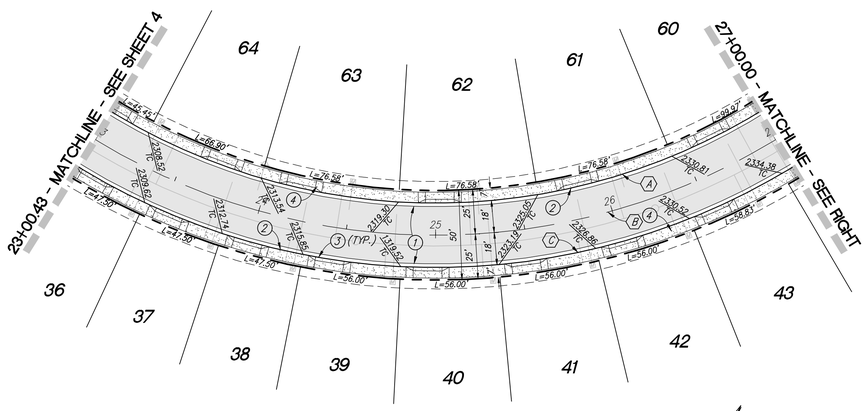
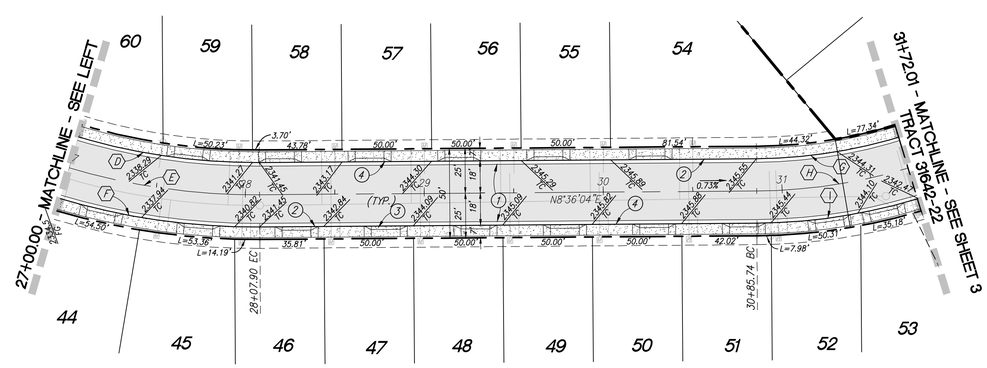


PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



FUNK WAY



FUNK WAY

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3. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207
4. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
6. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
7. CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311

CURVE/LINE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	62°47'24"	347.00'	380.27'	211.77'
B	62°47'24"	365.00'	400.00'	222.75'
C	62°47'24"	383.00'	419.73'	233.74'
D	16°56'15"	347.00'	102.58'	51.67'
E	16°56'15"	365.00'	107.90'	54.35'
F	16°56'15"	383.00'	113.22'	57.03'
G	16°28'38"	282.00'	81.10'	40.83'
H	16°28'38"	300.00'	86.28'	43.44'
I	16°28'38"	318.00'	91.45'	46.04'

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

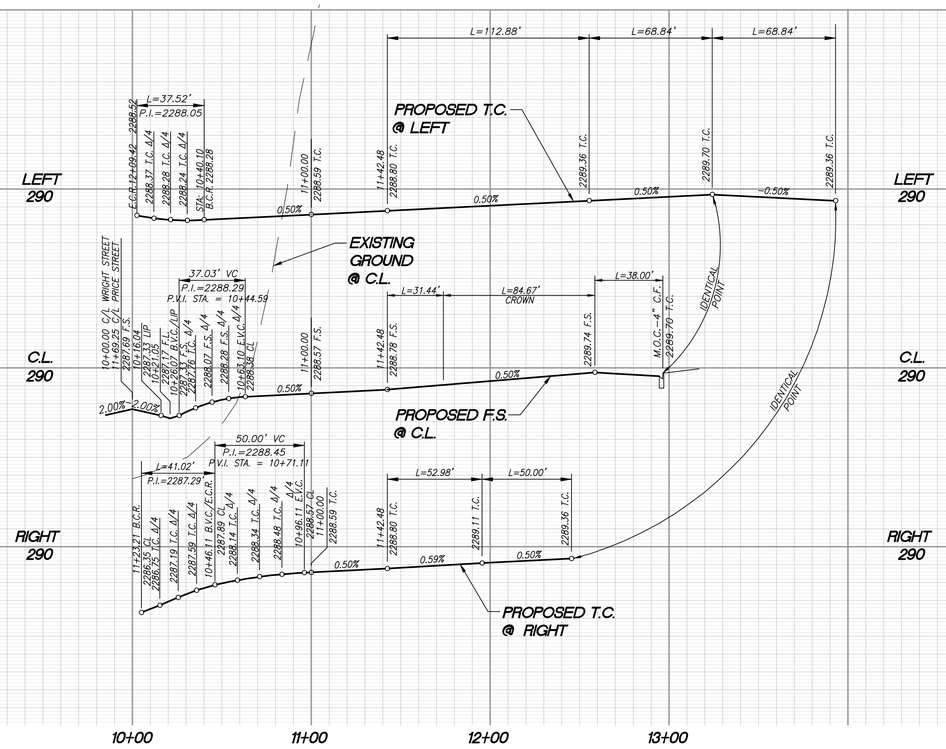
Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

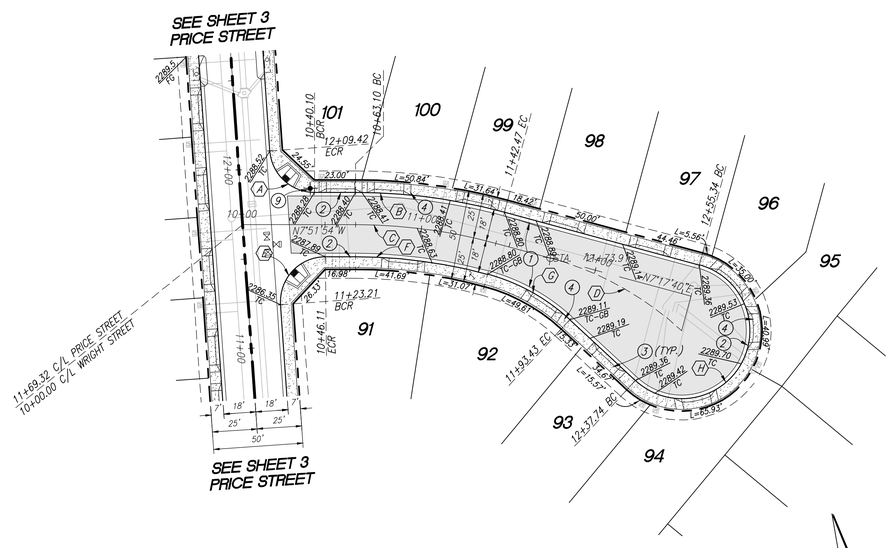
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-22

FUNK WAY
STA: 23+00.00 TO STA: 31+72.01

SHEET 5 OF 7 SHEETS
FILE NO: #3305



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



WRIGHT STREET

40' 0 40' 80' 120'
SCALE: 1"=40'

CONSTRUCTION NOTES

1. CONSTRUCT 0.25' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207
4. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
6. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
7. CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311

CURVE/LINE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	86°00'00"	25.00'	37.52'	23.31'
B	15°09'34"	318.00'	84.14'	42.32'
C	15°09'34"	300.00'	79.37'	39.92'
D	27°35'48"	175.79'	84.67'	43.17'
E	94°00'00"	282.00'	74.61'	37.52'
F	15°09'34"	282.00'	74.61'	37.52'
G	27°35'48"	110.00'	52.98'	27.02'
H	207°35'50"	38.00'	137.68'	154.72'

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

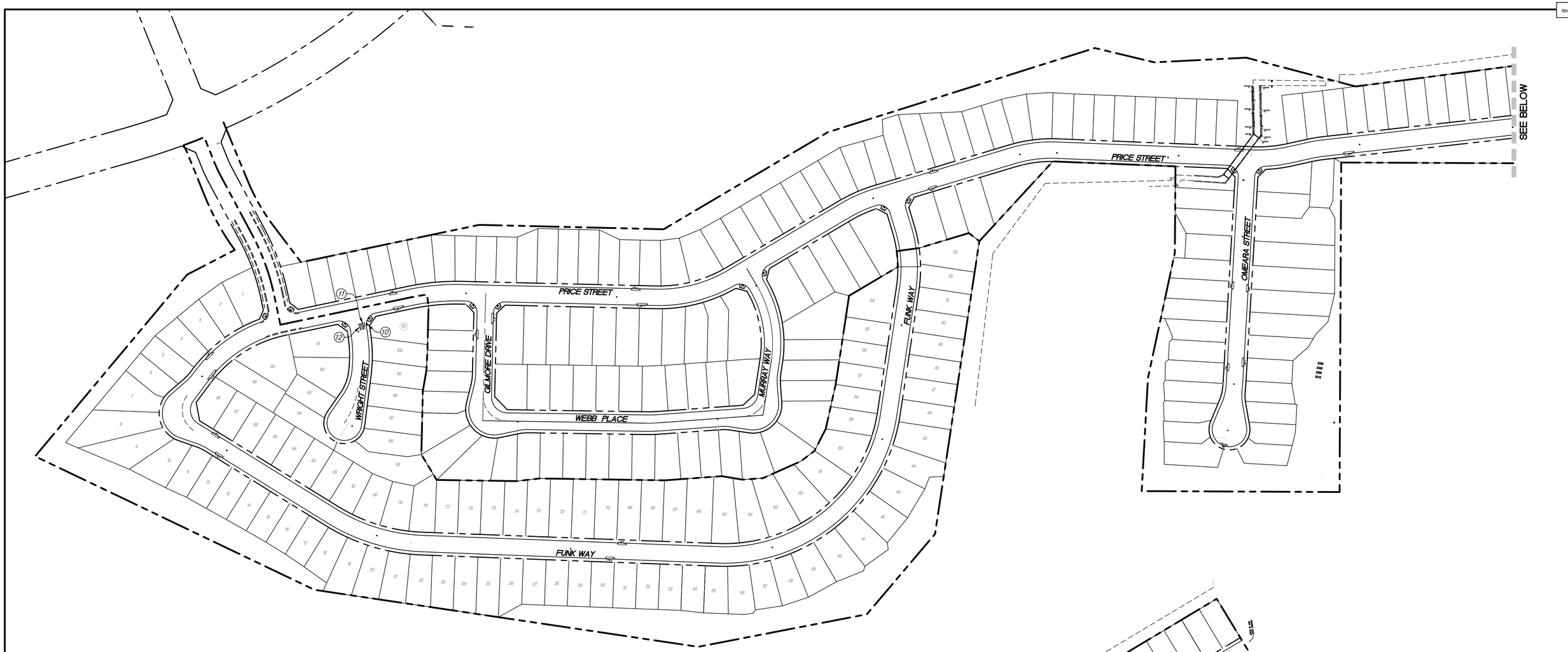
Reviewed By: Staff Engineer Date: 11/5/2020
Recommended for Approval By: Administrative Engineer Date: 11/5/2020
Approved By: City Engineer/Director of Public Works Date: 11/18/2020

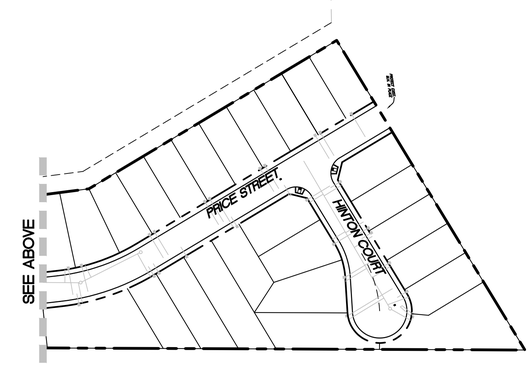
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-22
WRIGHT STREET
STA: 10+00.00 TO STA: 12+55.34

SHEET 6 OF 7 SHEETS
FILE NO: #3305

Plotted: Oct 14, 2020 – 2:49pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-26\Street Improvements\31462-PA26B-SHT 01-06.dwg





CONSTRUCTION NOTES

(10) INSTALL R1 STOP SIGN ON STREET NAME SIGN POST PER RIVERSIDE COUNTY STANDARD NO. 816

(11) THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E

(12) THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D

GENERAL SIGNAGE/STRIPING NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2010 CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AND THE RIVERSIDE COUNTY STANDARD PLANS, LATEST EDITION HEREAFTER REFEREED TO AS THE STANDARD SPECIFICATIONS AND STANDARD PLANS UNLESS OTHERWISE SPECIFIED.

2. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND SIGNS, (EXCEPT PAVEMENT LEGENDS), SHALL COMPLY WITH THE 2010 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

3. PAVEMENT LEGENDS SHALL EXACTLY MATCH THE CITY OF BEAUMONT STANDARD STENCILS.

4. RAISED PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 85 OF THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS, ENTITLED "PAVEMENT MARKERS". ADHESIVE FOR PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 95-2.04 OF CALTRANS STANDARD SPECIFICATIONS (2010 EDITION) ENTITLED "RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS".

5. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS SHALL CONFORM TO THE SECTION 84-2, ENTITLED "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS (2010 EDITION).

6. ALL TRAFFIC STRIPING, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS THAT CONFLICT OR CONFUSE TRAFFIC AS A RESULT OF THE NEWLY INSTALLED WORK SHOWN ON THIS PLAN SHALL REMOVED BY WET SANDBLASTING OR GRINDING AS DIRECTED BY THE ENGINEER.

GENERAL SIGNAGE/STRIPING NOTES:

7. DEBRIS FROM REMOVAL OPERATIONS SHALL BE CONTAINED WITHIN THE WORK AREA AND THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT PERSONS AND PROPERTY ADJACENT TO THE SANDBLASTING OPERARATIONS. THE DEBRIS RESULTING FROM THE SANDBLASTING SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. DEBRIS WITHIN THE ROADWAY SHALL BE REMOVED BY MECHANICAL SWEEPING OR HIGH-POWER VACUUM.

8. ALL SIGNS SHALL CONFORM TO SECTION 56, ENTITLED "SIGNS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2010 EDITION). SIGNS SHALL BE REFLECTORIZED SHEET ALUMINUM USING HIGH INTENSITY GRADE SHEETING WITH 3M #1150 PROTECTIVE OVERLAY FILM OR APPROVED EQUAL. ALL SIGNS SHALL BE MOUNTED WITH THEFT/VANDA-PROOF FASTENERS.

9. ALL SIGNS SHALL BE STANDARD SIZE IN ACCORDANCE WITH THE 2010 MUTCD, EXCEPT PARKING RELATED SIGNS SHALL BE 12' x 18".

10. PER GOVERNMENT CODE SECTION 4216, IF THE WORK IN AN AREA WHICH IS KNOWN, OR REASONABLY SHOULD KNOW, TO CONTAIN SUBSURFACE INSTALLATIONS, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-227-2600 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCING ANY WORK THAT PENETRATES THE EXISTING SURFACE.

11. STRIPING LAYOUT SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO APPLICATION OF THE THERMOPLASTIC MATERIAL. CONTACT THE CITY PUBLIC WORKS DEPARTMENT CITY INSPECTOR AT (951) 769-8520 EXT. 250 (BEAUMONT) 2 WORKING DAYS PRIOR TO LAYOUT.

12. STEEL SIGN POSTS INSTALLED IN CONCRETE AREAS SHALL BE INSTALLED IN METAL SLEEVES TO FACILITATE REPLACEMENT. ALL POSTS SHALL BE 2" TELSPAR POSTS UNLESS NOTED OTHERWISE.

40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1			

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
11/05/20
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 11/05/20
JOB NUMBER: 06.002.000

CITY of BEAUMONT — CALIFORNIA — INC.NOV.18, 1912

Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-22
SIGNAGE AND STRIPING

SHEET 7 OF 7 SHEETS
FILE NO: #3305

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0842
Receipt No. R01224203
Fee $ 288.18
Date Paid 3/15/2022

BOND EXONERATION APPLICATION

[REPLACEMENT OF BOND - NOT EXONERATION]

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Rudy Provoost Phone 951-733-8867

2. Contact's Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/State/Zip

5. Contact's E-mail RRPROVOOST@DRHORTON.COM

3. Developer Name D R HORTON LOS ANGELES HOLDING COMPANY, INC. Phone 951-733-8867
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 1001124467 / TR 31462-22 / Street Improvements

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rudy Provoost 2/23/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

_____

Print Name and Sign – Contact/Applicant Date

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-21

DATE OF AGREEMENT: March 9, 2022

NAME OF SUBDIVIDER: DR Horton Los Angeles Holding Company, Inc, a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Augusta at The Fairways subdivision consisting of 167 residential lots, _____, originally approved on _____, and Tentative Tract _____ ("Tract" or "Tentative Tract Map"), originally approved on _____.

FINAL TRACT MAP 31462-21 APPROVED ON _____ RECORDED ON 12-30-2020 AS INSTRUMENT NUMBER: 2020-0667574 ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 1,224,000.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 21BSBIV3420

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and _____, a _____, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. <u>Subdivider's Obligation to Construct Improvements</u>.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) Two Hundred Thirty-Two Thousand Five Hundred Twelve and 75/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) One Million Two Hundred Twenty-Four Thousand and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) One Million Two Hundred Twenty-Four Thousand and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. <u>Alterations to Improvement Plans; Modification of City Standards.</u>

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. <u>Modification of Drainage Plan.</u> Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. <u>Warranty.</u>

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: Vicki Aulf

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Premium: $2,938.00 Bond No. 21BSBIV3420

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.31462-21, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Hartford Fire Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Two Hundred Twenty Four Thousand Dollars and 00/100 dollars ($1,224,000.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)	(Seal)
Hartford Fire Insurance Company **SURETY**	D.R. Horton Los Angeles Holding Company, Inc. **PRINCIPAL**
By:	By:
Name: Joshua Sanford	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: One Hartford Plaza	By:
Hartford, CT 06155-0001	Name:
	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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 4/7/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Bond No. 21BSBIV3420

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ($1,224,000.00) dollars, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)	(Seal)
Hartford Fire Insurance Company **SURETY**	D.R. Horton Los Angeles Holding Company, Inc. **PRINCIPAL**
By:	By: Vicki Gullion
Name: Joshua Sanford	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: One Hartford Plaza	By:
Hartford, CT 06155-0001	Name:
	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

HARTFORD FIRE INSURANCE CO. ★ INCORPORATED 1810 ★

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Joshua Sanford *of* **Tampa, FL**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 21BSBIV3420 on behalf of D.R. Horton Los Angeles Holding Company, Inc. naming City of Beaumont as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 1, 2022.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SurePath POA 2021

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 4/7/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Rev. 05 06 2020

Basic Gov (Sales Force) # PW2018-0263
File # 3306

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No 31462-21

Street Improvements

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and

SDC Fairway Canyon LLC, a Delaware limited liability company ("DEVELOPER")

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan #31462-21 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By

Mayor

Date November 17, 2020

DEVELOPER SDC Fairway Canyon LLC,
a Delaware limited liability company

By

Date July 23, 2020

Title: Authorized Signatory

Address:

2392 Morse Avenue
Irvine, CA 92614

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Basic Gov (Sales Force) #
File #

Street, Sewer & Storm Drain

Bond No.: 1001124467
Premium: $18,360.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ SDC Fairway Canyon, LLC _____ (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-21 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Two Hundred Twenty-Four* dollars ($ 1,224,000.00) 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. *Thousand & N0/100ths

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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 23, 2020.

(Seal)

American Contractors Indemnity Company

SURETY

By: _____

Name: Shane Wolf

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: _____

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER
- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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State of California }

County of Orange }

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(Here insert name and title of the officer)

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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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

American Contractors Indemnity Company
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Securely attach this document to the signed document with a staple.

Bond No.: 1001124467
Premium included with the Performance Bond

Street, Sewer & Storm Drain

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 31462-21 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Million Two Hundred* for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Twenty-Four Thousand & N0/100ths ($1,244,000.00)

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 23, 20 20.

(Seal)	(Seal)
American Contractors Indemnity Company	SDC Fairway Canyon, LLC
SURETY	**PRINCIPAL**
By:	By:
Name: Shane Wolf	Name: Dale Strickland
Title: Attorney-in-Fact	Title: Authorized Signatory
Address: 801 S. Figueroa St., Suite 700	By:
Los Angeles, CA 90017	Name:
	Title:
	Address: 2392 Morse Ave.
	Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
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State of California }

County of Orange }

On July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

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WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

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DESCRIPTION OF THE ATTACHED DOCUMENT

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(Title or description of attached document continued)

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TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of JUL 23 2020.

Corporate Seals

Bond No. 100112 4467

Agency No. 16590

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21

GENERAL NOTES

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

SEWER NOTES

LIST ONLY THOSE NOTES THAT ARE APPLICABLE TO THE PROJECT

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT). FORCE MAIN PROFILE ELEVATIONS ARE TO CENTERLINE.
3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMWD STANDARDS AND SPECIFICATIONS.
4. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
5. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
6. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-52. IN ADDITION, FOR LATERALS SERVING INDUSTRIAL AND/OR COMMERCIAL DEVELOPMENTS, THE REQUIREMENTS FOR SAMPLING AND/OR PRETREATMENT FACILITIES SHALL BE DETERMINED BY CONTRACTING THE BUILDING AND SAFETY DEPARTMENT.
7. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH EMWD STANDARD DRAWING SB-52.
8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
9. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
10. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
11. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH EMWD SB-177. LOCATIONS OF WYES AND LATERALS, WHERE NOT SHOWN ON THE PLANS, ARE TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION TO MISS DRIVEWAYS. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER EMWD STANDARD DRAWING SB-176.
12. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
13. WHERE GROUNDWATER IS ENCOUNTERED, ALL VCP PIPE SHALL BE TREATED FOR ABSORPTION RESISTANCE PER EMWD'S SPECIFICATIONS.
14. BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
15. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE

1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

STREET NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
6. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
7. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
8. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.
9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
10. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
11. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITEE #_____ ON THE PLAN.
14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
15. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
16. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
17. FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
19. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

"DECLARATION OF RESPONSIBLE CHARGE"

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

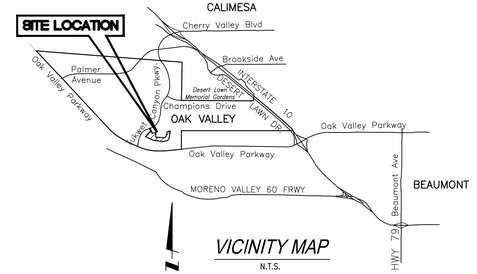
FIRM: PROACTIVE ENGINEERING CONSULTANTS WEST, INC.

ADDRESS: 25109 JEFFERSON AVE

CITY, ST.: MURRIETA, CA

TELEPHONE: (951) 200-6840

BY: GEORGE ALAN LENFESTEY R.C.E. 45920 (NAME OF ENGINEER & RCE) DATE: EXP. 12-31-2020



VICINITY MAP
N.T.S.

LEGEND

DESCRIPTION	SYMBOL		
RIGHT-OF-WAY, R/W		PROP.	PROPOSED
DAYLIGHT LINE		EXIST.	EXISTING
PROP SEWER	SS	CL, C/L	CENTERLINE
EXISTING SEWER	SS	TC	TOP OF CURB
PROP STORM DRAIN	SD	FL	FLOW LINE
EXISTING STORM DRAIN	SD	FS	FINISHED SURFACE
PROP WATER	W	EP	EDGE OF PAVEMENT
EXISTING WATER	W	CB	CATCH BASIN
GAS		AC	ASPHALTIC CONCRETE
MANHOLE	MH	AB	AGGREGATE BASE
PROP CONTOUR		BCR	BEGIN CURB RETURN
EXISTING CONTOUR		ECR	END CURB RETURN
PROPOSED WALL		BVC	BEGIN VERTICAL CURVE
EXISTING WALL		MVC	MIDDLE VERTICAL CURVE
CURB & GUTTER		EVC	END VERTICAL CURVE
CENTERLINE, CL		PRC	POINT OF REVERSE CURVE
CONCRETE		PCC	POINT OF COMPOUND CURVE
AC PAVING		PRVC	POINT OF REVERSE VERTICAL CURVE
PED RAMP		(1329.02)	EXISTING ELEVATION
		1479.70	PROPOSED ELEVATION
		LT	LEFT
		RT	RIGHT
		FH	FIRE HYDRANT
		ST	STREET
		R/W	RIGHT OF WAY
		D/W	DRIVEWAY
		V.C.	VERTICAL CURVE
		PI	POINT OF INTERSECTION
		PVI	POINT OF VERTICAL INTERSECTION

WORK TO BE DONE

THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
   FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
   SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
   ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.
4. RESOLUTION NO _____, DATED _____.
5. SOILS REPORT AND RECOMMENDATIONS BY AGS, DATED 1/4/2018.

OWNER/DEVELOPER

ARGENT MANAGEMENT
2392 MORSE AVENUE
IRVINE, CA 92614
(949) 241-8403 OFFICE
(951) 722-0525 MOBILE
CONTACT: CHERRYL THOMPSON

ASSESSOR'S PARCEL NO.

413-790-042

LEGAL DESCRIPTION

BEING A DIVISION OF PARCEL 14-16, OF PARCEL MAP NO. 36732, RECORDED IN BOOK ____, OF PARCEL MAPS, PAGES ___ THROUGH ____, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

ITEM	TOTAL
(1) CONSTRUCT 0.25' A.C. OVER 0.50' A.B.	173,551 S.F.
(2) CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200	10,351 L.F.
(3) CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207 (W=16')	24,048 S.F.
(4) CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)	33,637 S.F.
(5) CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209	3,140 S.F.
(6) CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311	13 EA.
(7) CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311	1 EA.
(8) CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A	10 EA.
(9) INSTALL STREET NAME SIGN PER RIVERSIDE STD. NO. 815	7 EA.
(10) INSTALL R1 STOP SIGN ON STREET NAME SIGN POST PER RIVERSIDE COUNTY STANDARD NO. 815	5 EA.
(11) THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E	5 EA.
(12) THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D	5 EA.
(13) INSTALL W14-1 "DEAD END" SIGN PER CALTRANS TRAFFIC MANUAL	1 EA.

INDEX OF SHEETS

SHEET 1 - TITLE SHEET - GENERAL NOTES
SHEET 2 - INDEX MAP
SHEET 3 - PRICE STREET (13+29.05 TO 19+50.00)
FUNK WAY (31+72.01 TO 33+03.34)
SHEET 4 - PRICE STREET (19+50.00 TO 30+00.00)
SHEET 5 - PRICE STREET (30+00.00 TO 40+00.00)
SHEET 6 - PRICE STREET (40+00.00 TO 43+29.90)
HINTON COURT (10+00.00 TO 12+30.00)
SHEET 7 - GILMORE DRIVE (10+00.00 TO 12+82.00)
MURRAY WAY (10+00.00 TO 13+41.42)
SHEET 8 - WEBB PLACE (11+00.00 TO 14+63.98)
OMEARA WAY (04+01.97 TO 10+00.00)
SHEET 9 - SIGNAGE AND STRIPING

ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS UNLESS NOTED OTHERWISE:
* RCFC&WCD STANDARD MANUAL
** EMWD SEWER STANDARD DRAWINGS
*** STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

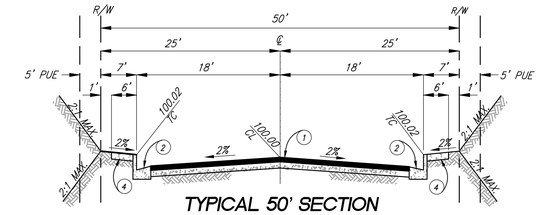
DESIGN BY:	PEC
DRAWN BY:	PEC
CHECKED BY:	PEC
SCALE:	AS NOTED
DATE:	10/14/20
JOB NUMBER:	06.002.000

Reviewed By: _____ Staff Engineer Date: 11/5/2020
Recommended for Approval By: _____ Administrative Engineer Date: 11/5/2020
Approved By: _____ City Engineer/Director of Public Works Date: 11/18/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21
TITLE SHEET

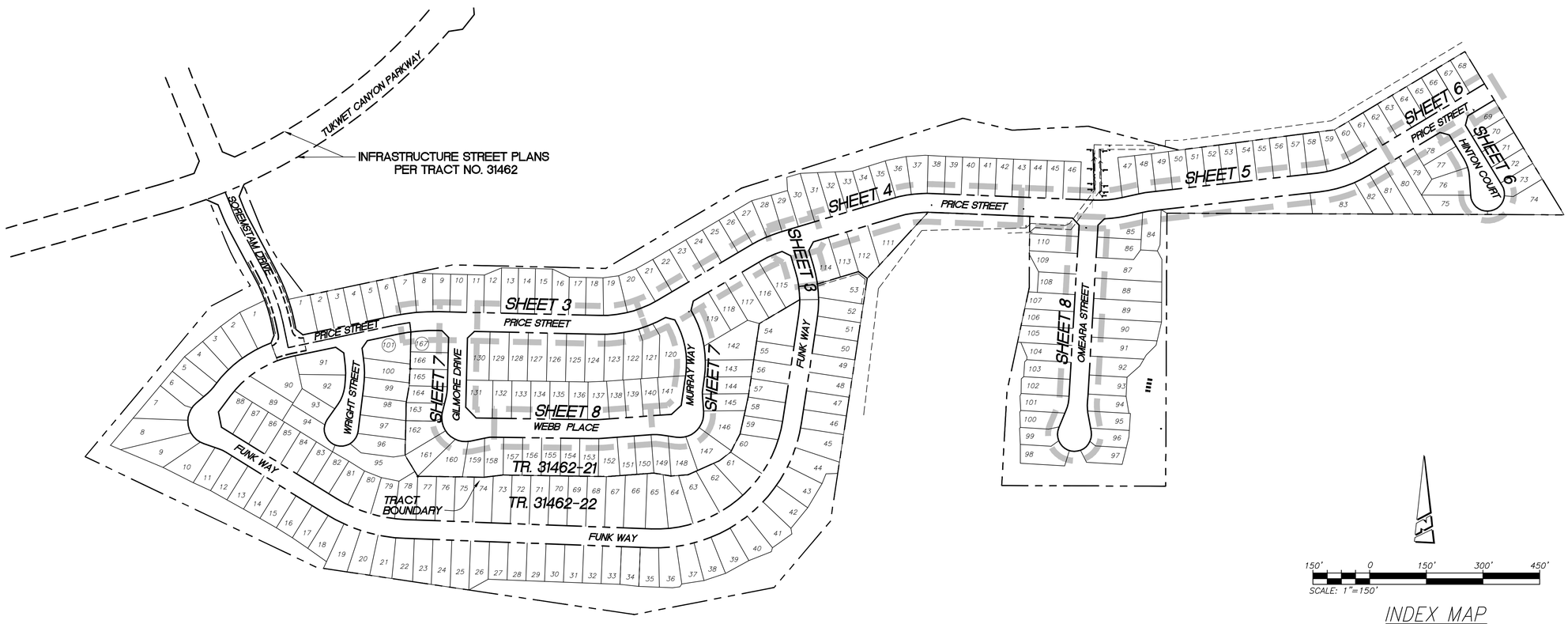
SHEET 1 OF 9 SHEETS
FILE NO: #3306



TYPICAL 50' SECTION

N.T.S.

MODIFIED RIVERSIDE COUNTY STD. 108, SECTION A
T.I. = 5.0, 0.25' A.C. W/SEAL COAT OVER 0.50' A.B. CRUSHED
PRELIM. "R" VALUE = 30



INDEX MAP

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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1			

ENGINEER — REVISIONS — CITY

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020

10/14/20
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

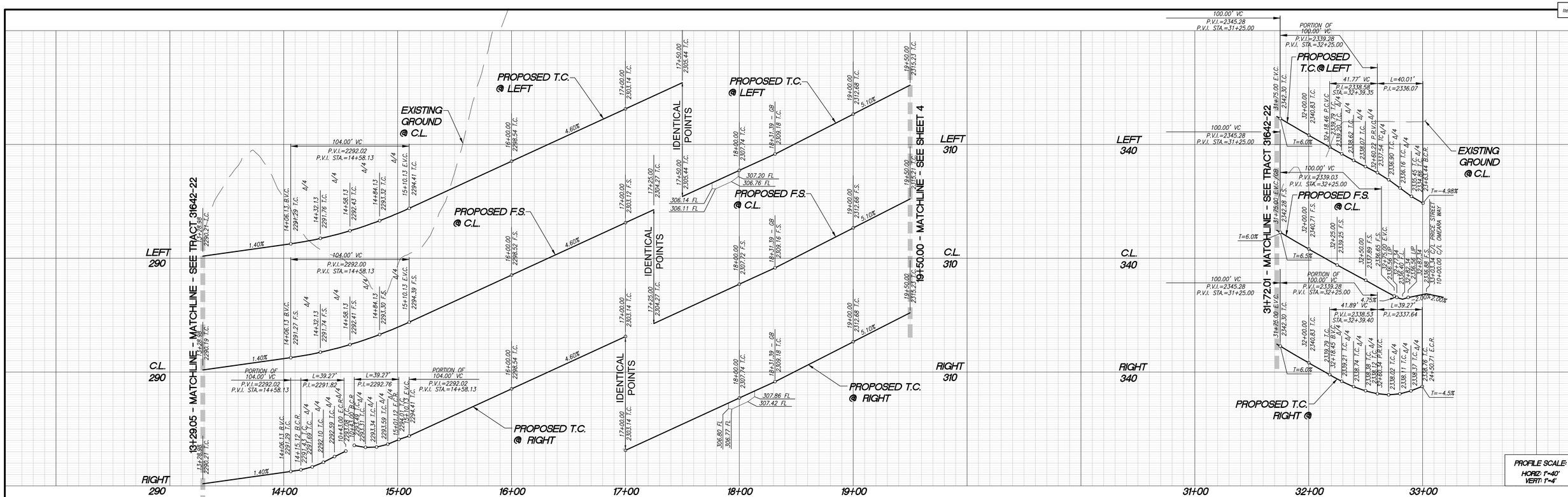
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

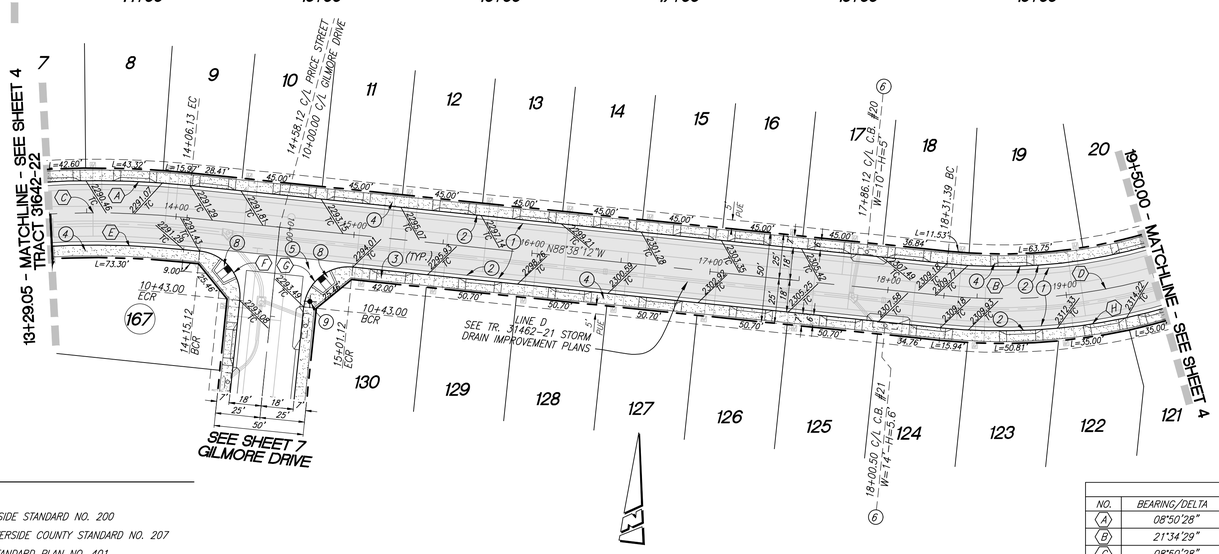
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21

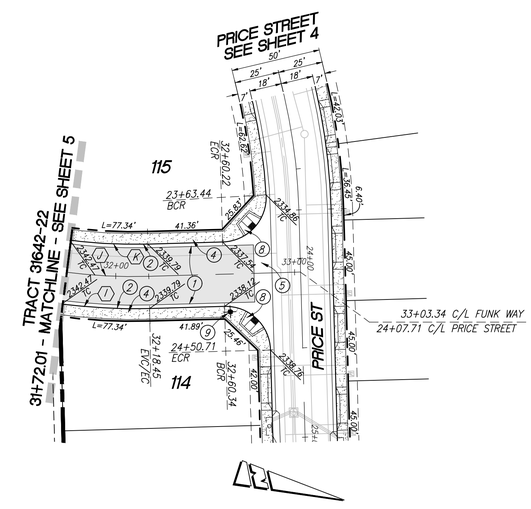
INDEX MAP

SHEET 2 OF 9 SHEETS
FILE NO: #3306

Plotted: Oct 14, 2020 – 2:31pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-26\Street Improvements\31462-PA26A-SHT 01-09-REV.dwg







CONSTRUCTION NOTES

1. CONSTRUCT 0.25' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207
4. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
5. CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209
6. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
8. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
9. INSTALL STREET NAME SIGN PER RIVERSIDE STD. NO. 815

CURVE/LINE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	08°50'28"	518.00'	79.93'	40.04'
B	21°34'29"	297.00'	111.83'	56.59'
C	08°50'28"	500.00'	77.15'	38.65'
D	21°33'39"	315.00'	118.54	59.98'
E	08°50'28"	482.00	74.38'	37.26'
F	90°00'00"	25.00	39.27'	25.00'
G	90°00'00"	25.00'	39.27'	25.00'
H	21°34'29"	333.00'	125.39'	63.45'
I	8°52'09"	318.00'	49.22'	24.66'
J	8°52'09"	300.00'	46.44'	23.37'
K	8°52'09"	282.00'	43.65'	21.87'

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

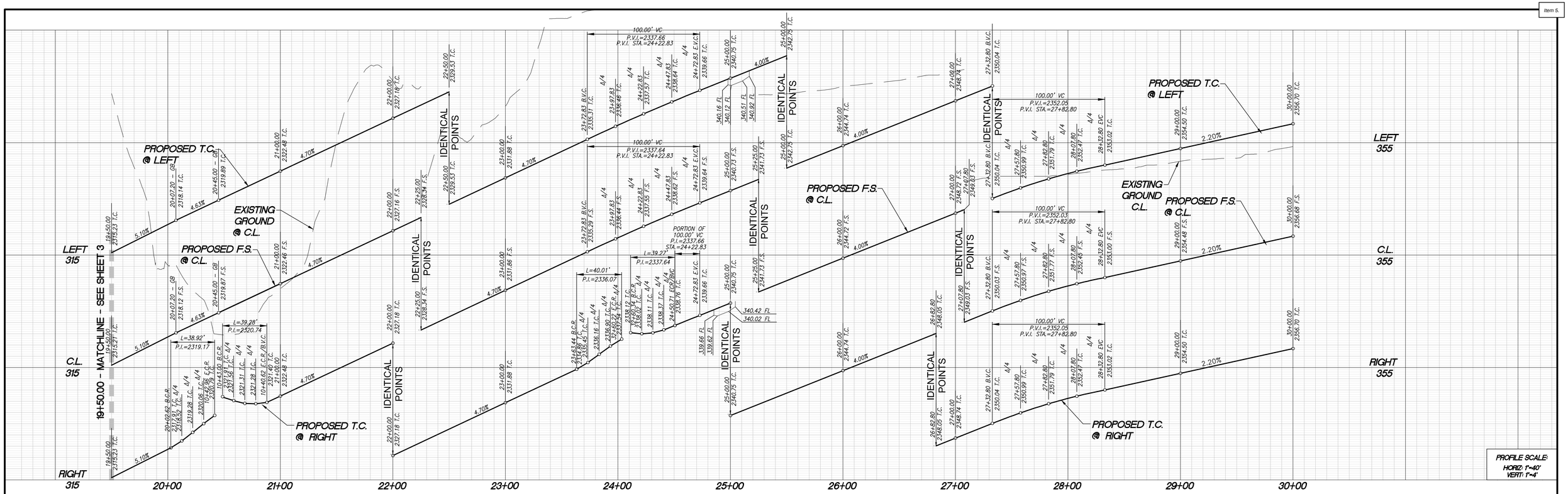
CITY of BEAUMONT CALIFORNIA INC.NOV.18,1912

Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

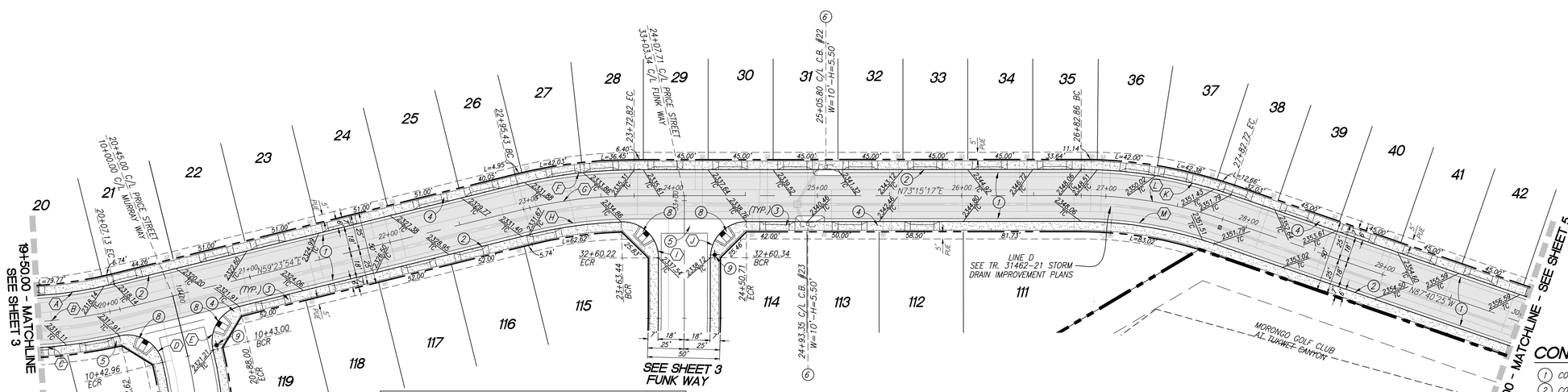
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21
STA: 13+29.05 TO STA: 19+50.00
FUNK WAY
STA: 31+72.01 TO STA: 33+03.34

SHEET 3 OF 9 SHEETS
FILE NO: #3306



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



CURVE/LINE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	10°24'15"	297.00'	53.93'	27.04'
B	10°24'15"	315.00'	57.20'	28.68'
C	09°34'19"	333.00'	55.63'	27.88'
D	89°10'04"	25.00'	38.91'	24.64'
E	90°00'00"	25.00'	39.27'	25.00'
F	13°51'23"	338.00'	81.74'	41.07'
G	13°51'23"	320.00'	77.39'	38.88'
H	12°09'46"	302.00'	64.11'	32.18'
I	91°41'37"	25.00'	40.01'	25.75'

CURVE/LINE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
J	90°00'00"	25.00'	39.27'	25.00'
K	19°04'18"	318.00'	105.85'	53.42'
L	19°04'18"E	300.00'	99.86'	50.40'
M	19°04'18"E	282.00'	93.87'	47.37'

40' 0 40' 80' 120'
SCALE: 1"=40'

CONSTRUCTION NOTES

1. CONSTRUCT 0.25' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207
4. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
5. CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209
6. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
8. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
9. INSTALL STREET NAME SIGN PER RIVERSIDE STD. NO. 815

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

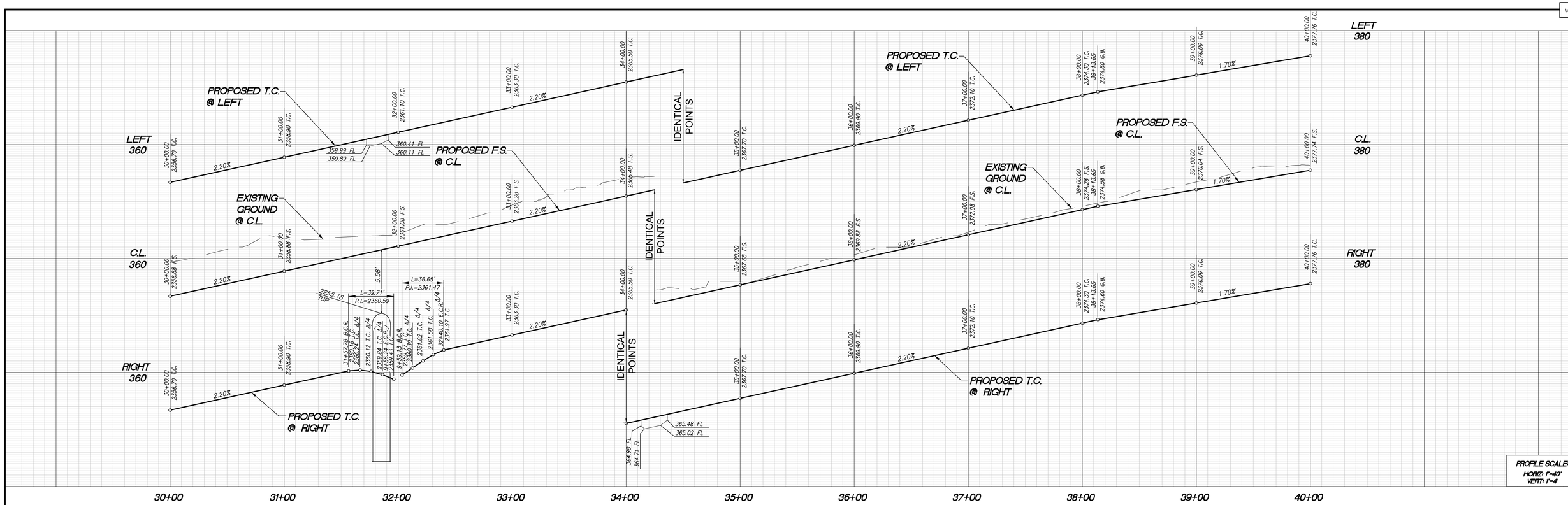
CITY of BEAUMONT CALIFORNIA INC.NOV.18, 1912

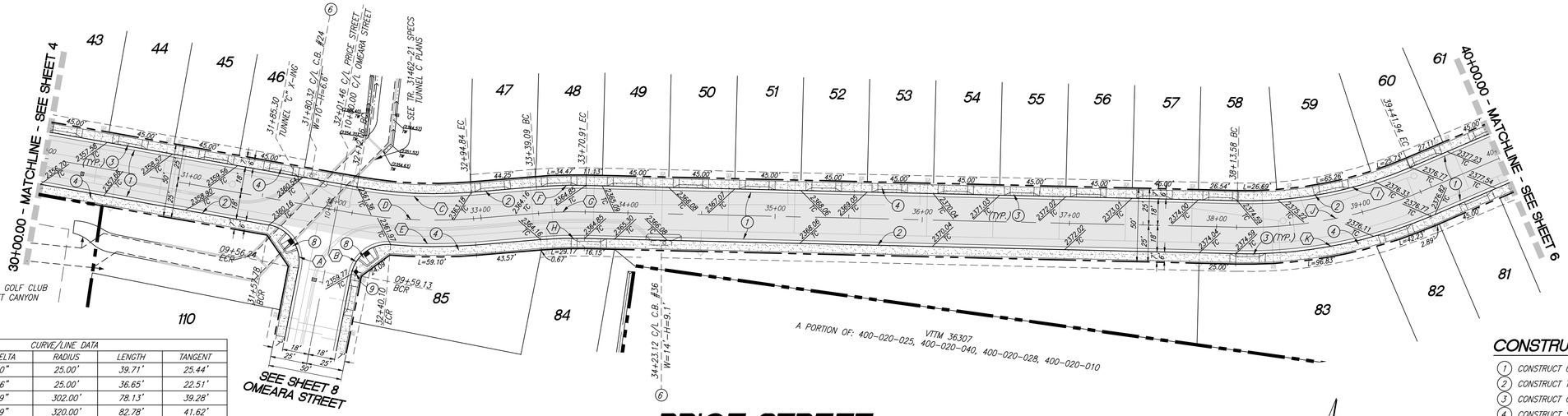
Reviewed By: Staff Engineer Date: 11/5/2020
Recommended for Approval By: Administrative Engineer Date: 11/5/2020
Approved By: City Engineer/Director of Public Works Date: 11/18/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21
STA: 19+50.00 TO STA: 30+00.00

SHEET 4 OF 9 SHEETS
FILE NO: #3306





CURVE/LINE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	91°00'00"	25.00'	39.71'	25.44'
B	83°59'36"	25.00'	36.65'	22.51'
C	14°49'19"	302.00'	78.13'	39.28'
D	14°49'19"	320.00'	82.78'	41.62'
E	09°48'55"	338.00'	57.90'	29.02'
F	06°04'39"	318.00'	33.73'	16.88'
G	06°04'39"	300.00'	31.82'	15.93'
H	06°04'39"	282.00'	29.91'	14.97'
I	24°30'57"	282.00'	120.66'	61.27'
J	24°30'57"	300.00'	128.36'	65.18'
K	24°30'57"	318.00'	136.07'	69.09'

CONSTRUCTION NOTES

1. CONSTRUCT 0.25' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207
4. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
6. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
8. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
9. INSTALL STREET NAME SIGN PER RIVERSIDE STD. NO. 816

PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

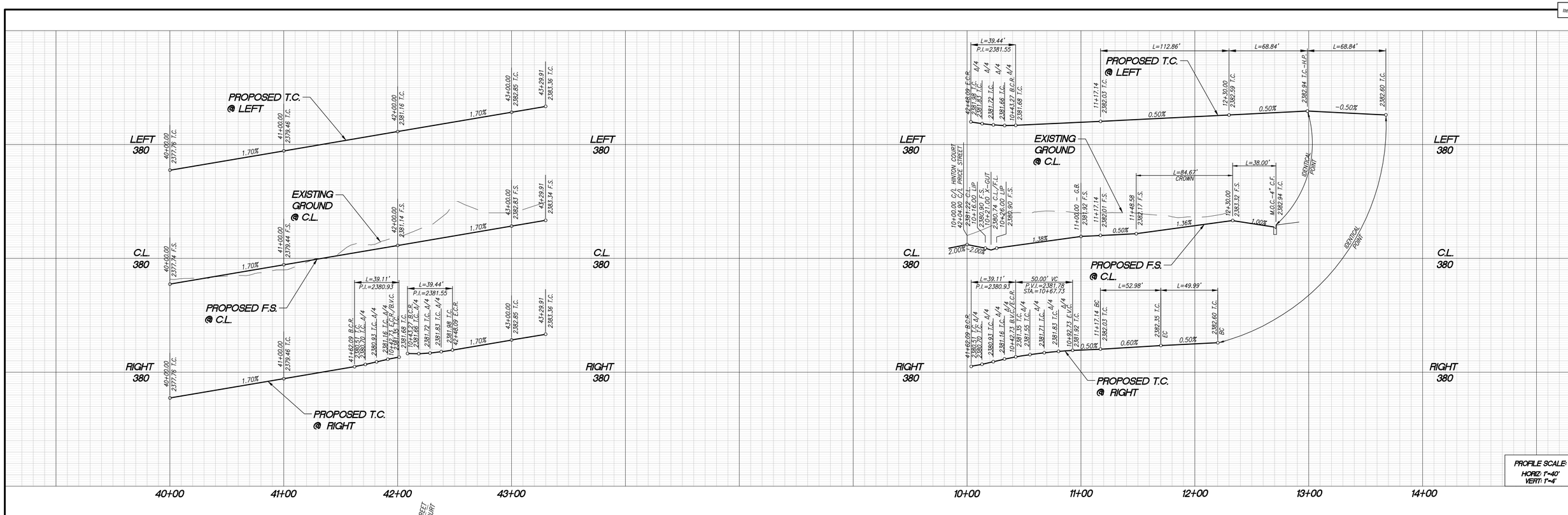
Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

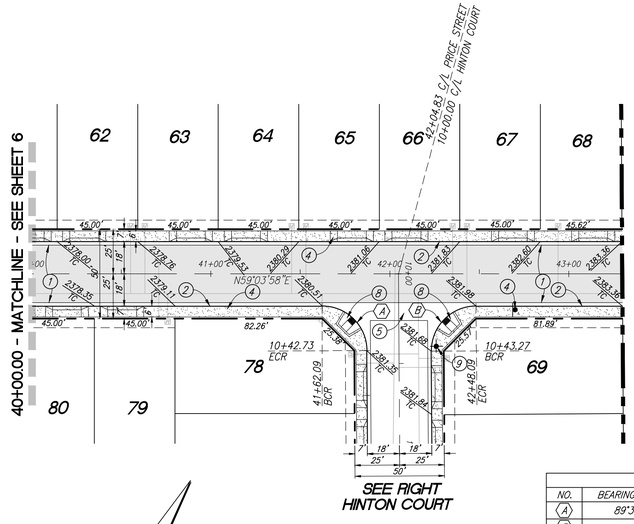
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21
PRICE STREET
STA: 30+00.00 TO STA: 40+00.00

SHEET 5 OF 9 SHEETS
FILE NO: #3306

Plotted: Oct 14, 2020 – 2:31pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-26\Street Improvements\31462-PA26A-SHT 01-09-REV.dwg





PRICE STREET

CURVE/LINE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	89°38'36"	25.00'	39.11'	24.84'
B	90°21'24"	25.00'	39.43'	25.16'
C	27°35'48"	175.78'	84.66'	43.17'
D	27°35'48"	110.00'	52.98'	27.02'
E	207°35'50"	38.00'	137.68'	154.72'

CONSTRUCTION NOTES

1. CONSTRUCT 0.25' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207
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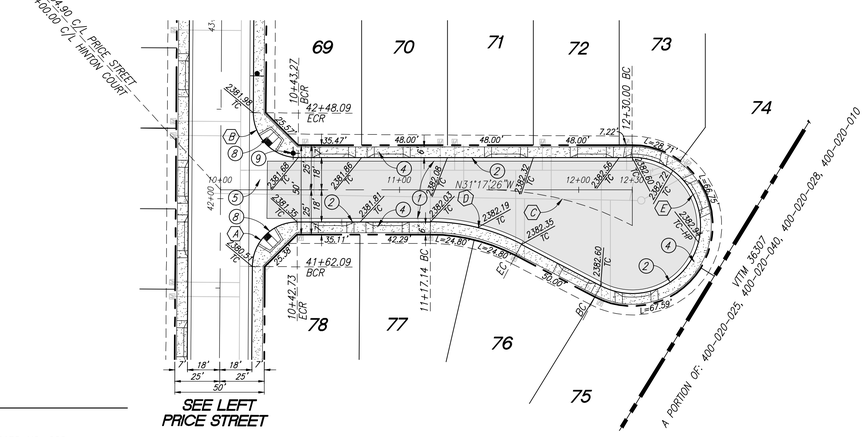
8. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
9. INSTALL STREET NAME SIGN PER RIVERSIDE STD. NO. 816



HINTON COURT

SCALE: 1"=40'

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

CITY of BEAUMONT — CALIFORNIA — INC. NOV. 18, 1912

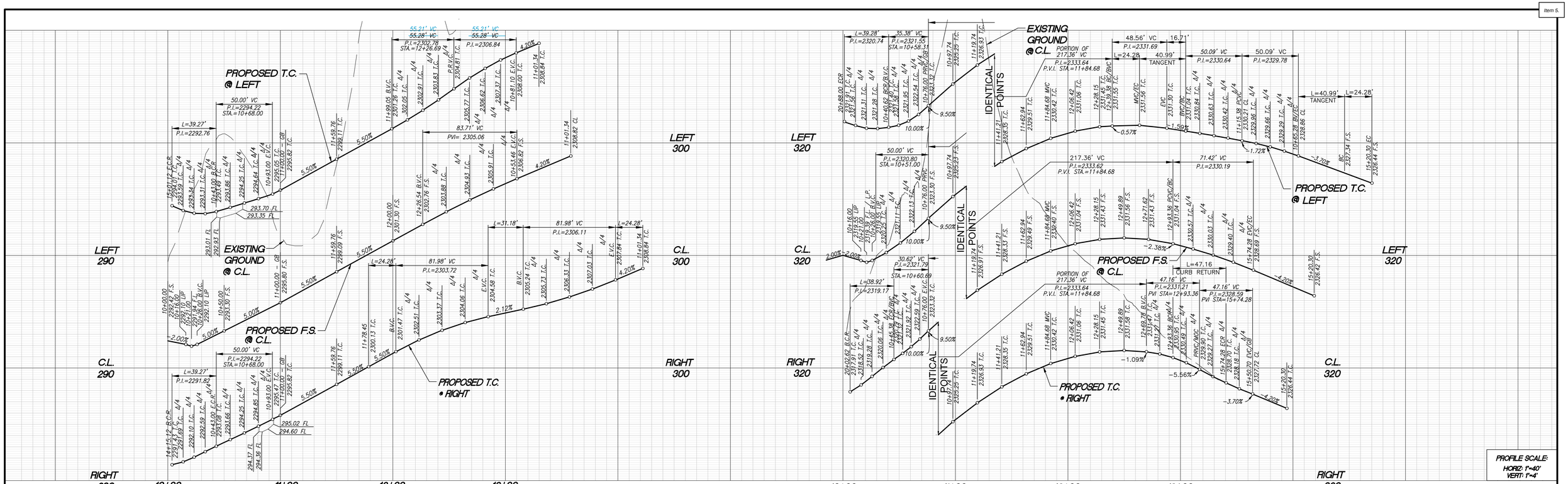
Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

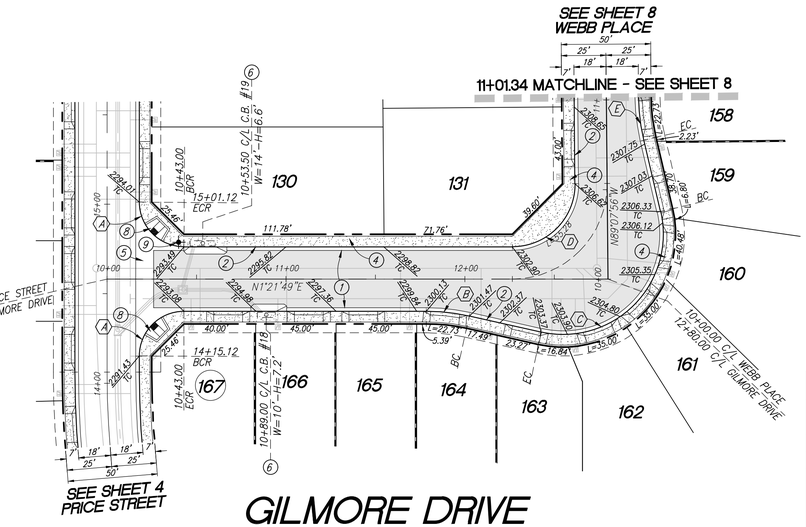
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21
PRICE STREET
STA: 40+00.00 TO STA: 43+29.90
HINTON COURT
STA: 10+00.00 TO STA: 12+30.00

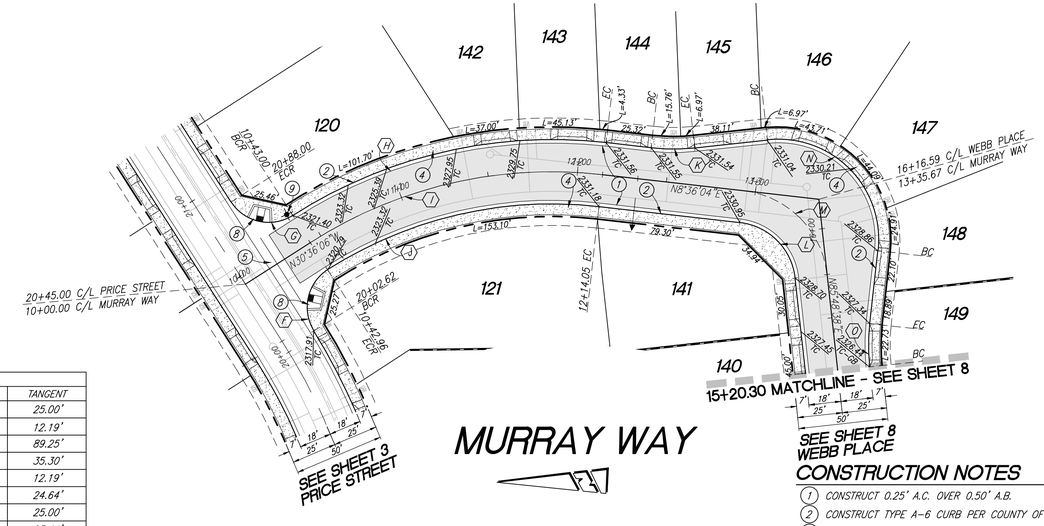
SHEET 6 OF 9 SHEETS
FILE NO: #3306

Plotted: Oct 14, 2020 – 2:31pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-26\Street Improvements\31462-PA26A-SHT 01-09-REV.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'





CURVE/LINE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	90°00'00"	25.00'	39.27'	25.00'
B	12°38'44"	110.00'	24.28'	12.19'
C	115°47'13"	56.00'	113.17'	89.25'
D	90°29'45"	35.00'	55.28'	35.30'
E	12°38'44"	110.00'	24.28'	12.19'
F	89°10'04"	25.00'	38.91'	24.64'
G	90°00'00"	25.00'	39.27'	25.00'
H	39°12'10"	268.00'	183.37'	95.44'
I	39°12'10"	250.00'	171.05'	89.03'
J	39°12'44"	232.00'	158.78'	82.64'
K	12°38'44"	110.00'	24.28'	12.19'
L	77°12'34"	35.00'	47.16'	27.94'
M	77°12'34"	53.00'	71.42'	42.32'
N	102°30'02"	56.00'	100.18'	69.78'
O	12°38'44"	110.00'	24.28'	12.19'

SCALE: 1"=40'

CONSTRUCTION NOTES

1. CONSTRUCT 0.25' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207
4. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
5. CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209
6. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
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DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

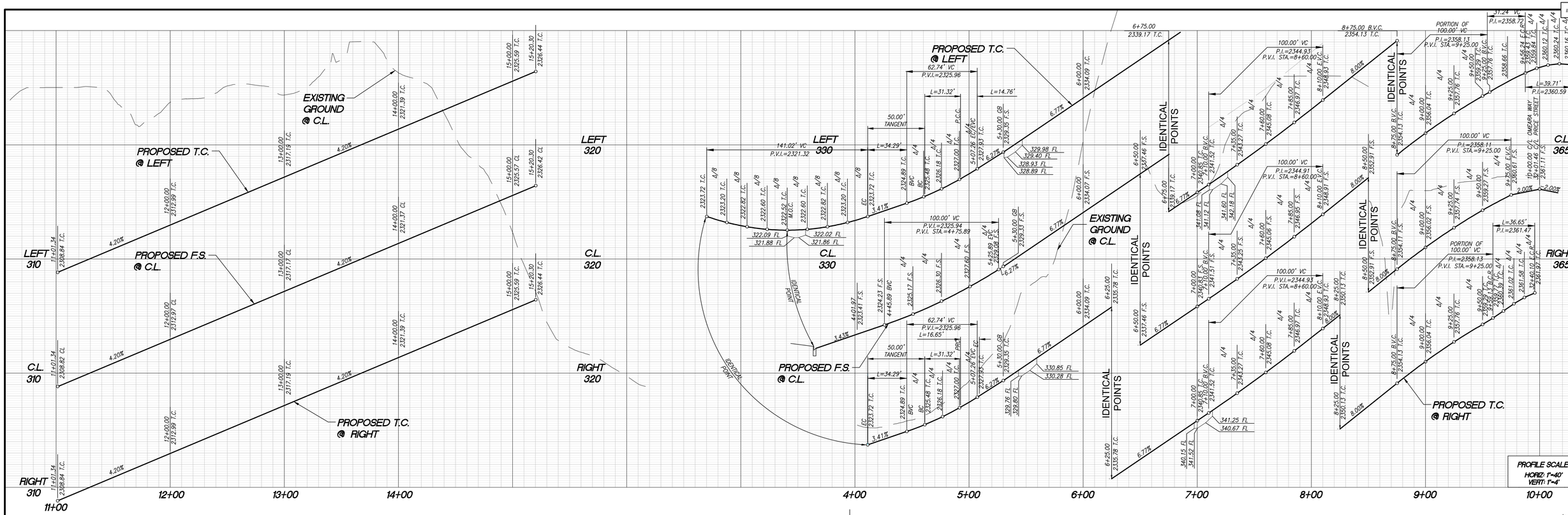
CITY OF BEAUMONT CALIFORNIA INC. NOV. 18, 1912

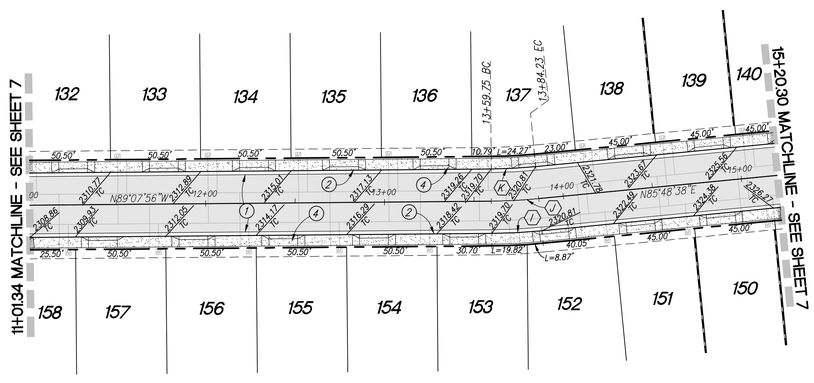
Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

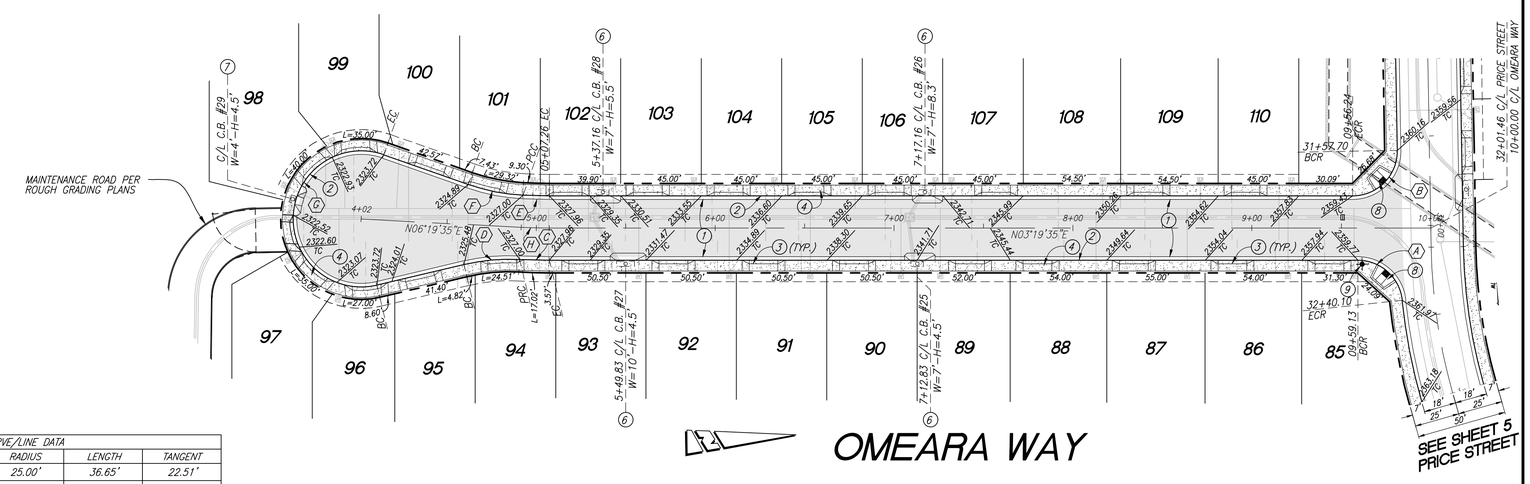
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21
GILMORE DRIVE
STA: 10+00.00 TO STA: 12+82.00
MURRAY WAY
STA: 10+00.00 TO STA: 13+41.42

SHEET 7 OF 9 SHEETS
FILE NO: #3306





WEBB PLACE



OMEARA WAY

CONSTRUCTION NOTES

1. CONSTRUCT 0.25' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207
4. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
5. CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209
6. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
7. CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311
8. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
9. INSTALL STREET NAME SIGN PER RIVERSIDE STD. NO. 816

CURVE/LINE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	83°59'36"	25.00'	36.65'	22.51'
B	91°00'00"	25.00'	39.71'	25.44'
C	03°00'00"	318.00'	16.65'	8.33'
D	16°18'41"	110.00'	31.32'	15.76'
E	03°00'16"	282.00'	14.79'	7.40'
F	16°18'41"	110.00'	31.32'	15.76'
G	212°37'22"	38.00'	141.02'	129.85'
H	3°00'00"	300.00'	15.71'	7.86'
I	5°03'26"	318.00'	28.07'	14.04'
J	5°03'26"	300.00'	26.48'	13.25'
K	5°03'26"	282.00'	24.89'	12.45'

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
10/14/20
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 10/14/20
JOB NUMBER: 06.002.000

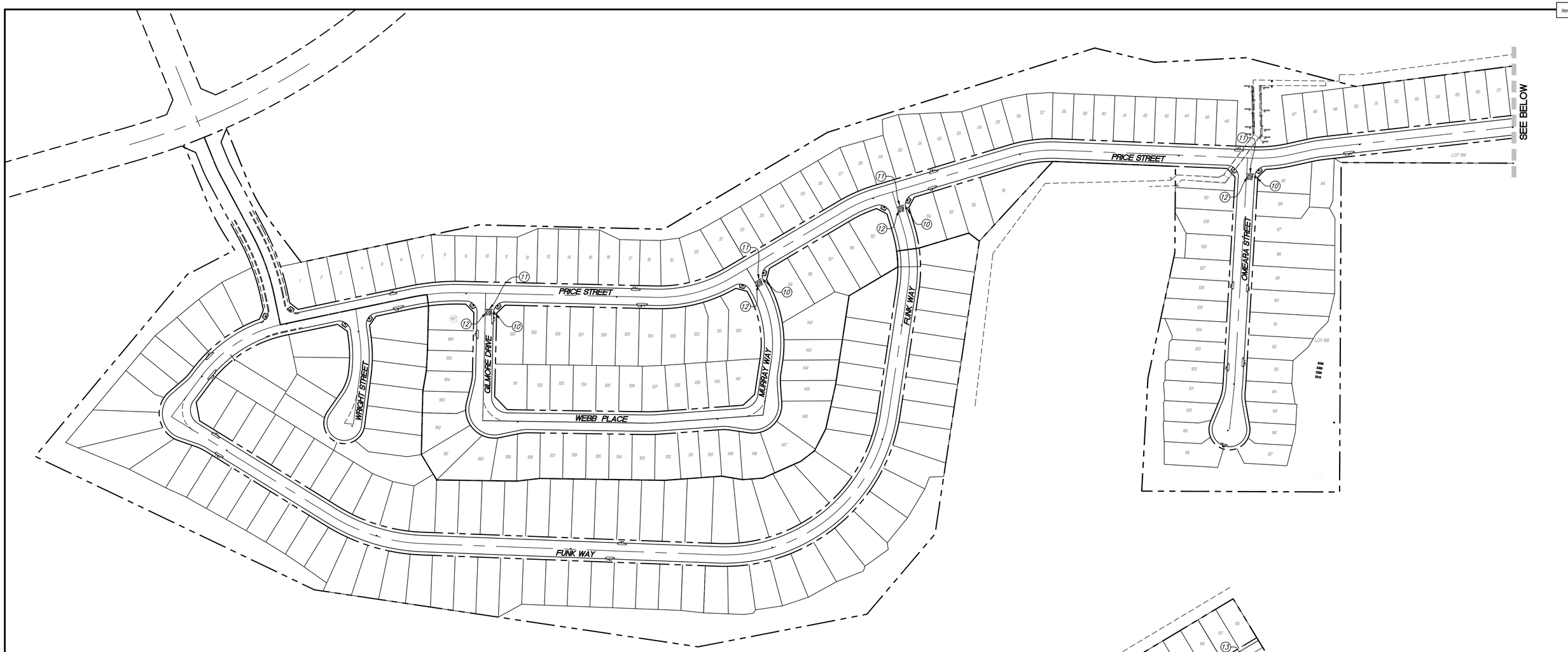
Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

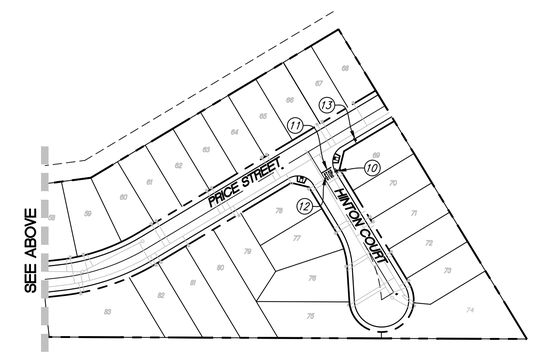
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21
WEBB PLACE
STA: 11+00.00 TO STA: 14+63.98
OMEARA WAY
STA: 04+00.00 TO STA: 10+00.00

SHEET 8 OF 9 SHEETS
FILE NO: #3306

Plotted: Oct 14, 2020 – 2:32pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-26\Street Improvements\31462-PA26A-SHT 01-09-REV.dwg





GENERAL SIGNAGE/STRIPING NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2010 CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AND THE RIVERSIDE COUNTY STANDARD PLANS, LATEST EDITION HEREAFTER REFEREED TO AS THE STANDARD SPECIFICATIONS AND STANDARD PLANS UNLESS OTHERWISE SPECIFIED.
2. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND SIGNS, (EXCEPT PAVEMENT LEGENDS), SHALL COMPLY WITH THE 2010 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PAVEMENT LEGENDS SHALL EXACTLY MATCH THE CITY OF BEAUMONT STANDARD STENCILS.
4. RAISED PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 85 OF THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS, ENTITLED "PAVEMENT MARKERS". ADHESIVE FOR PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 95-2.04 OF CALTRANS STANDARD SPECIFICATIONS (2010 EDITION) ENTITLED "RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS".
5. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS SHALL CONFORM TO THE SECTION 84-2, ENTITLED "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS (2010 EDITION).
6. ALL TRAFFIC STRIPING, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS THAT CONFLICT OR CONFUSE TRAFFIC AS A RESULT OF THE NEWLY INSTALLED WORK SHOWN ON THIS PLAN SHALL REMOVED BY WET SANDBLASTING OR GRINDING AS DIRECTED BY THE ENGINEER.

GENERAL SIGNAGE/STRIPING NOTES:

7. DEBRIS FROM REMOVAL OPERATIONS SHALL BE CONTAINED WITHIN THE WORK AREA AND THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT PERSONS AND PROPERTY ADJACENT TO THE SANDBLASTING OPERARATIONS. THE DEBRIS RESULTING FROM THE SANDBLASTING SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. DEBRIS WITHIN THE ROADWAY SHALL BE REMOVED BY MECHANICAL SWEEPING OR HIGH-POWER VACUUM.
8. ALL SIGNS SHALL CONFORM TO SECTION 56, ENTITLED "SIGNS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2010 EDITION). SIGNS SHALL BE REFLECTORIZED SHEET ALUMINUM USING HIGH INTENSITY GRADE SHEETING WITH 3M #1150 PROTECTIVE OVERLAY FILM OR APPROVED EQUAL. ALL SIGNS SHALL BE MOUNTED WITH THEFT/VANDA-PROOF FASTENERS.
9. ALL SIGNS SHALL BE STANDARD SIZE IN ACCORDANCE WITH THE 2010 MUTCD, EXCEPT PARKING RELATED SIGNS SHALL BE 12' x 18".
10. PER GOVERNMENT CODE SECTION 4216, IF THE WORK IN AN AREA WHICH IS KNOWN, OR REASONABLY SHOULD KNOW, TO CONTAIN SUBSURFACE INSTALLATIONS, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-227-2600 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCING ANY WORK THAT PENETRATES THE EXISTING SURFACE.
11. STRIPING LAYOUT SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO APPLICATION OF THE THERMOPLASTIC MATERIAL. CONTACT THE CITY PUBLIC WORKS DEPARTMENT CITY INSPECTOR AT (951) 769-8520 EXT. 250 (BEAUMONT) 2 WORKING DAYS PRIOR TO LAYOUT.
12. STEEL SIGN POSTS INSTALLED IN CONCRETE AREAS SHALL BE INSTALLED IN METAL SLEEVES TO FACILITATE REPLACEMENT. ALL POSTS SHALL BE 2" TELSPAR POSTS UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES

(10) INSTALL R1 STOP SIGN ON STREET NAME SIGN POST PER RIVERSIDE COUNTY STANDARD NO. 816
(11) THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E
(12) THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D
(13) INSTALL W14-1 "DEAD END" SIGN PER CALTRANS TRAFFIC MANUAL

40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1			

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 11/05/20
R.C.E. 45920 EXP. 12-31-2020 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 11/05/20
JOB NUMBER: 06.002.000

CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: Staff Engineer — Date: 11/5/2020
Recommended for Approval By: Administrative Engineer — Date: 11/5/2020
Approved By: City Engineer/Director of Public Works — Date: 11/18/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-21
SIGNAGE AND STRIPING

SHEET 9 OF 9 SHEETS
FILE NO: #3306

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0843
Receipt No. R01224203
Fee $ 288.18
Date Paid 3/15/2022

BOND EXONERATION APPLICATION

[REPLACEMENT OF BOND - NOT EXONERATION]

Bond Type: ☒ Performance ☐ Maintenance ☐ Final Monument Inspection ☐ Other:_____

1. Contact's Name Rudy Provoost Phone 951-733-8867

2. Contact's Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/State/Zip

5. Contact's E-mail RRPROVOOST@DRHORTON.COM

3. Developer Name D R HORTON LOS ANGELES HOLDING COMPANY, INC. Phone 951-733-8867
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 1001124474 / TR 31462-21 / Storm Drain Improvements

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rudy Provoost 2/23/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

_____
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

_____

Print Name and Sign – Contact/Applicant Date

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 31462-21
LINE "D" AND LINE "J"

STORM DRAIN NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE-INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-227-2600.
7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. M 815
12. "V" IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
17. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
20. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
24. 24. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
26. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
27. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
28. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C. & W.C.D.
29. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OIL, AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
30. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

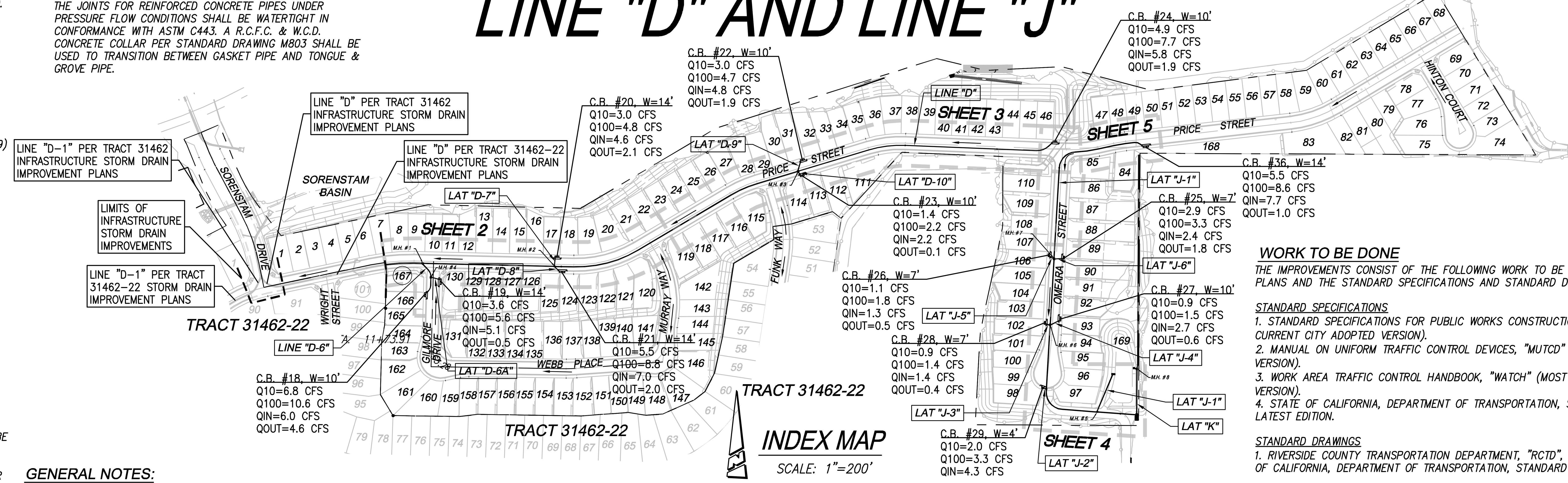
LEGAL DESCRIPTION

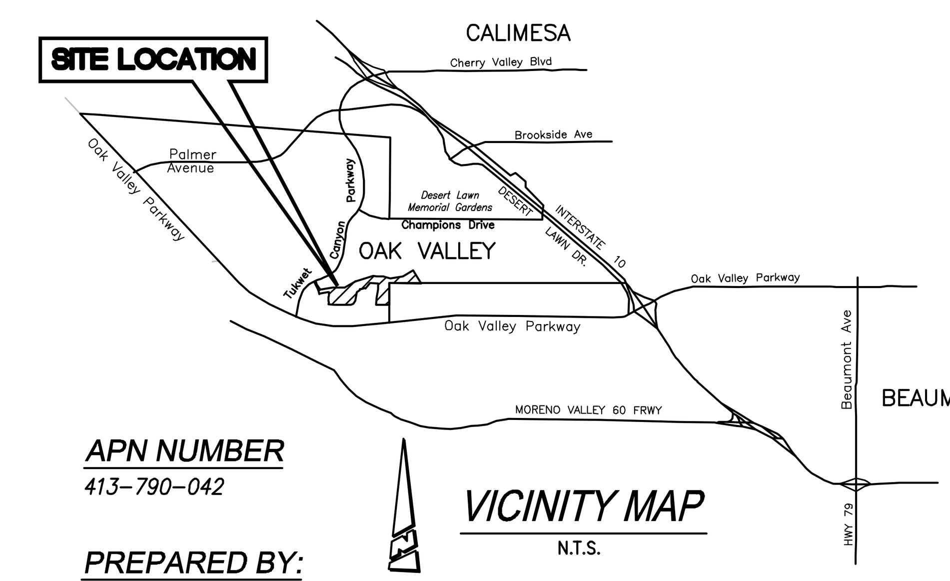
BEING A DIVISION OF PARCEL 14-16, OF PARCEL MAP NO. 36732, RECORDED IN BOOK ____, OF PARCEL MAPS, PAGES __ THROUGH __, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

* RCP NOTES:

THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE f'c = 5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND f'c = 6,000 PSI FOR VELOCITIES EXCEEDING 30 FPS.

THE JOINTS FOR REINFORCED CONCRETE PIPES UNDER PRESSURE FLOW CONDITIONS SHALL BE WATERTIGHT IN CONFORMANCE WITH ASTM C443. A R.C.F.C. & W.C.D. CONCRETE COLLAR PER STANDARD DRAWING M803 SHALL BE USED TO TRANSITION BETWEEN GASKET PIPE AND TONGUE & GROVE PIPE.





VICINITY MAP

N.T.S.

APN NUMBER

413-790-042

PREPARED BY:

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE SUITE 200
MURRIETA, CA 92562
(951) 200-6840

APPLICANT/SUBDIVIDER:

ARGENT MANAGEMENT
2392 MORSE AVE.
IRVINE, CA 92614
(949) 241-8403 OFFICE
(951) 722-0525 MOBILE
CONTACT: CHERRYL THOMPSON

ABBREVIATIONS AND LEGEND

RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HGL	HYDRAULIC GRADE LINE
TOP	TOP OF PIPE
BOT	BOTTOM OF PIPE
SD	STORM DRAIN
INV	INVERT
PROP	PROPOSED
EXIST	EXISTING
C/L	CENTERLINE
TC	TOP OF CURB
FL	FLOWLINE
FS	FINISHED SURFACE
CB	CATCH BASIN
PRC	POINT OF REVERSE CURVE
BC	BEGIN CURVE
EC	END CURVE
GB	GRADE BREAK
Q	FLOW RATE
WTR	WATER
SS	SANITARY SEWER
FM	FORCE MAIN
	PROPOSED STORM DRAIN
	PROPOSED CATCH BASIN
	EXISTING STORM DRAIN
	RIGHT OF WAY
	TRACT BOUNDARY
	STREET CENTERLINE
	SHEET MATCHLINE
	MATCHLINE
	EXISTING SEWER
	DAYLIGHT
—W—	PROPOSED WATER
—S—	PROPOSED SEWER
	PROPOSED FORCE MAIN
	LIMITS OF IMPROVEMENTS

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS
1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION).
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION).
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATCH" (MOST CURRENT CITY ADOPTED VERSION).
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS LATEST EDITION.

STANDARD DRAWINGS
1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461. 2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITION.

GENERAL NOTES:

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

NOTE:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 — 10/08/20 DATE
EXPIRATION DATE 12-31-2020

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

MAINTENANCE NOTE:

ALL STORM DRAIN FACILITIES PROPOSED ON THIS PLAN ARE MAINTAINED BY THE CITY OF BEAUMONT UNLESS OTHERWISE NOTED ON STORM DRAIN PROFILE.

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

CONSTRUCTION NOTES & QUANTITY ESTIMATE

NO.	DESCRIPTION	QUANTITY	UNIT
1	CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD)	1,026	L.F.
2	CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD)	2,315	L.F.
3	CONSTRUCT 36" RCP (SEE PROFILE FOR D-LOAD)	98	L.F.
4	CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & H PER PLAN)	13	EA.
5	CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251	5	EA.
6	CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254	3	EA.
7	REMOVE CONCRETE BULKHEAD	1	EA.
8	INSTALL CATCH BASIN TRASH RACK - DRAINPAC CURB INLET FILTER OR APPROVED EQUAL	13	EA.
9	CONSTRUCT CONCRETE COLLAR PER R.C.F.D & W.C.D. DWG. NO. M803	5	EA.
10	CONSTRUCT C.I.P HEADWALL OUTLET PER DETAIL ON SHEET 4	2	EA.
11	CONSTRUCT JUNCTION STRUCTURE NO. 2 PER R.C.F.C. & W.C.D. STD. DWG. JS227	1	EA.
12	CONSTRUCT DOWNDRAIN TO PIPE TRANSITION PER DETAIL ON SHEET 5	1	EA.
13	CONSTRUCT DROP INLET PER CALTRANS STD. DWG. D73 TYPE G1 OR FUNCTIONAL EQUIVELANT	1	EA.
14	CONSTRUCT PIPE ANCHORS PER S.P.P.W.C. STD. 221-2	5	EA.

WDID #: 833C364442

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET – VICINITY MAP – GENERAL NOTES – LEGEND – CONSTRUCTION NOTES – QUANTITIES –INDEX MAP
SHEET 2 – STORM DRAIN LINE "D", "D-6" LAT "D-6A", "D-7", "D-8"
SHEET 3 – STORM DRAIN LINE "D" LAT "D-9", "D-10"
SHEET 4 – STORM DRAIN LINE "J", "J-1" LAT "J-2", "J-3" & "J-4"
SHEET 5 – STORM DRAIN LINE "J" LAT "J-5" & "J-6"

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		R E V I S I O N S	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY — 10/08/20 DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PECW
DRAWN BY: PECW
CHECKED BY: PECW
SCALE: AS NOTED
DATE: 10/08/20
JOB NUMBER: 06.002.000

CITY of BEAUMONT — CALIFORNIA — INC. NOV. 18, 1912

Reviewed By: Staff Engineer — Date: 10/29/2020
Recommended for Approval By: Administrative Engineer — Date: 10/29/2020
Approved By: City Engineer/Director of Public Works — Date: 11/03/2020

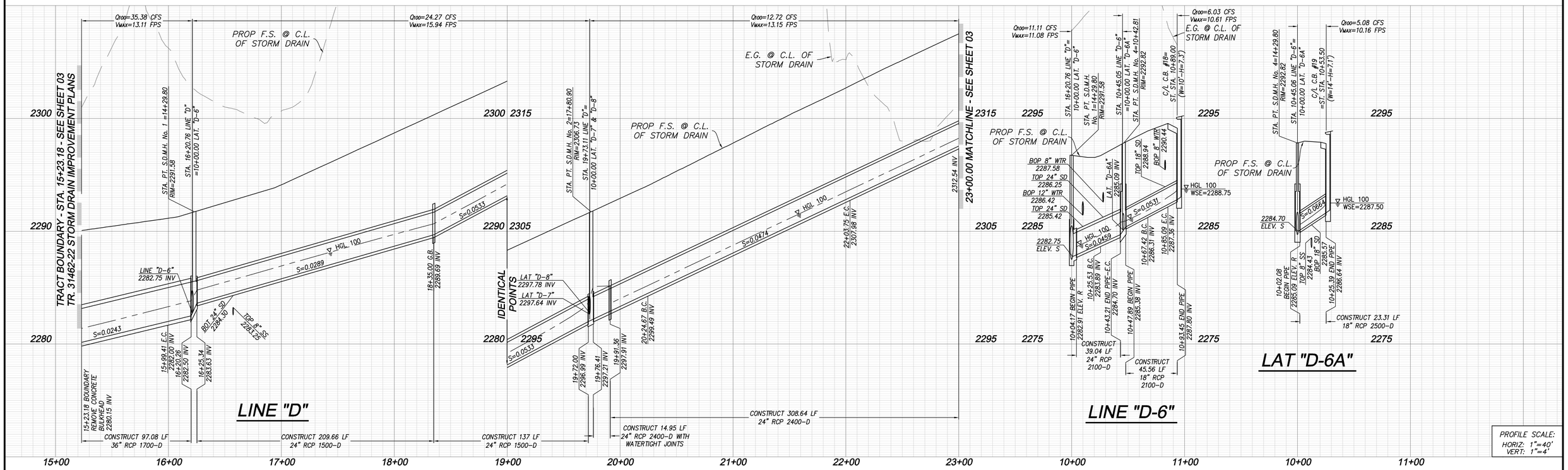
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-21
TITLE SHEET - VICINITY MAP - GENERAL NOTES LEGEND - CONSTRUCTION NOTES - QUANTITIES - INDEX MAP

TITLE SHEET

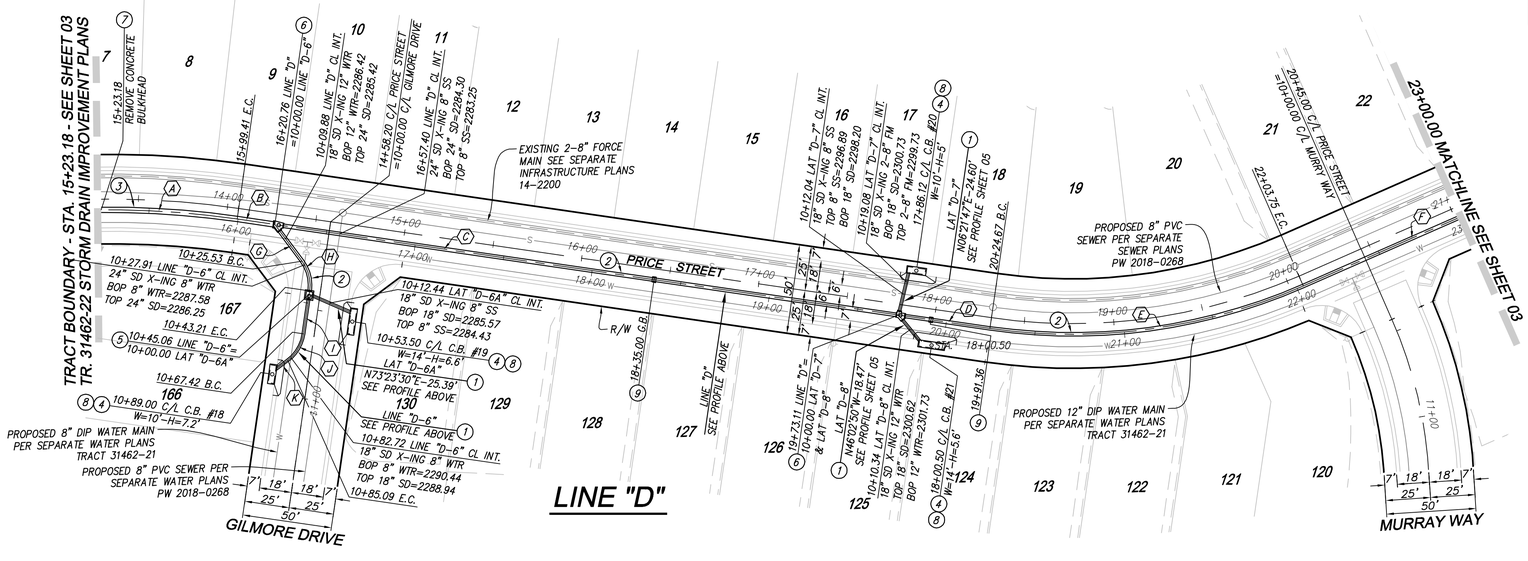
SHEET 1 OF 5 SHEETS
FILE NO: 3332

DWG: N:\06.002.000\Drawings\PA-26\Storm Drain Improvements\31462-26A-STORMDRAIN-SHT-1-5.dwg
Plotted: Oct 08, 2020 – 3:56pm By: alexj



MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE					MAIN LINE	LATERAL LEFT				LATERAL RIGHT						
No.	DEPTH	RIM ELEV.	TYPE	STATION		NAME	A	B	C	NAME	A	B	C	L	D_1	D_2
1	9.22'	2291.72	M.H. #4	16+20.76	LINE D	--	--	--	--	LINE D-6	45°00'00"	24"	3.5'	5.00'	42"	42"
2	9.74'	2306.73	M.H. #4	19+73.11	LINE D	LAT D-7	58°38'24"	36"	5.0'	LAT D-8	58°38'24"	36"	5.0'	5.00'	42"	36"
4	8.12'	2292.82	M.H. #1	10+45.06	LINE D-6	--	--	--	--	LAT D-6A	58°38'24"	36"	5.0'	5.00'	42"	36"



CONSTRUCTION NOTES

1. CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD)
2. CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD)
3. CONSTRUCT 36" RCP (SEE PROFILE FOR D-LOAD)
4. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & H PER PLAN)
5. CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
6. CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
7. REMOVE CONCRETE BULKHEAD
8. INSTALL CATCH BASIN TRASH RACK - DRAINPAC CURB INLET FILTER OR APPROVED EQUAL
9. CONSTRUCT CONCRETE COLLAR PER R.C.F.D & W.C.D. DWG. NO. M803

STORMDRAIN CURVE/LINE DATA TABLE

#	BEARING/DELTA	RADIUS	LENGTH	TANGENT	PIPE SIZE
A	08°50'28"	494.00'	76.23'	38.19'	36" RCP
B	N88°38'11"W	---	20.82'	---	36" RCP
C	N88°38'11"W	---	346.69'	---	24" RCP
D	N88°38'13"W	---	48.23'	---	24" RCP
E	31°57'55"	321.00'	179.09'	91.94'	24" RCP
F	N59°23'54"E	---	94.14'	---	24" RCP
G	N43°38'11"W	---	21.36'	---	24" RCP
H	45°00'00"	22.50'	17.67'	9.32'	24" RCP
I	N01°21'49"E	---	19.54'	---	18" RCP
J	45°00'00"	22.50'	17.67'	9.32'	18" RCP
K	N46°21'49"E	---	8.36'	---	18" RCP

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 10/08/20
R.C.E. 45920 EXP. 12-31-2020 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PECW
DRAWN BY: PECW
CHECKED BY: PECW
SCALE: AS NOTED
DATE: 10/08/20
JOB NUMBER: 06.002.000

Reviewed By: Staff Engineer Date: 10/29/2020
Recommended for Approval By: Administrative Engineer Date: 10/29/2020
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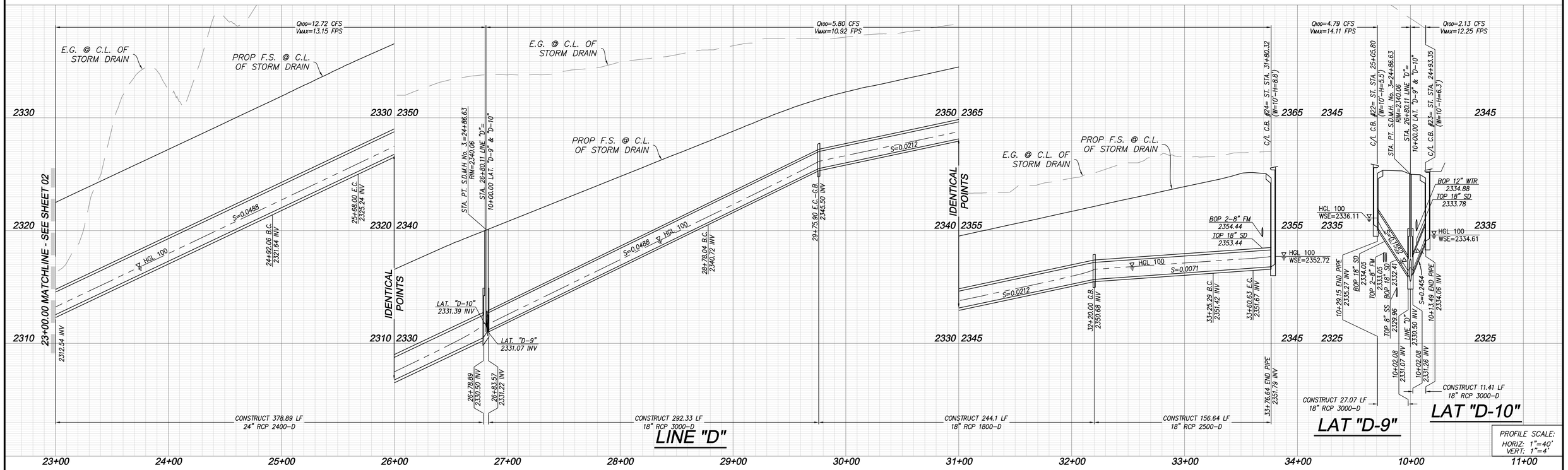
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS

STORM DRAIN LINE "D", "D-6"
LAT "D-4", "D-5", "D-6A", "D-7", "D-8"

SHEET 2 OF 5 SHEETS
FILE NO: 3332

DWG: N:\06.002.000\Drawings\PA-26\Storm Drain Improvements\31462-26A-STORMDRAIN-SHT-1-5.dwg
Plotted: Oct 08, 2020 - 3:56pm By: dexj



MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE					MAIN LINE	LATERAL LEFT				LATERAL RIGHT						
No.	DEPTH	RIM ELEV.	TYPE	STATION		NAME	A	B	C	NAME	A	B	C	L	D_1	D_2
3	9.56'	2340.06	M.H. #1	26+82.21	LINE D	LAT D-9	57°11'37"	18"	--	LAT D-10	67°55'47"	18"	--	4.00'	24"	18"

CONSTRUCTION NOTES

1. CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD)
2. CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD)
4. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & H PER PLAN)
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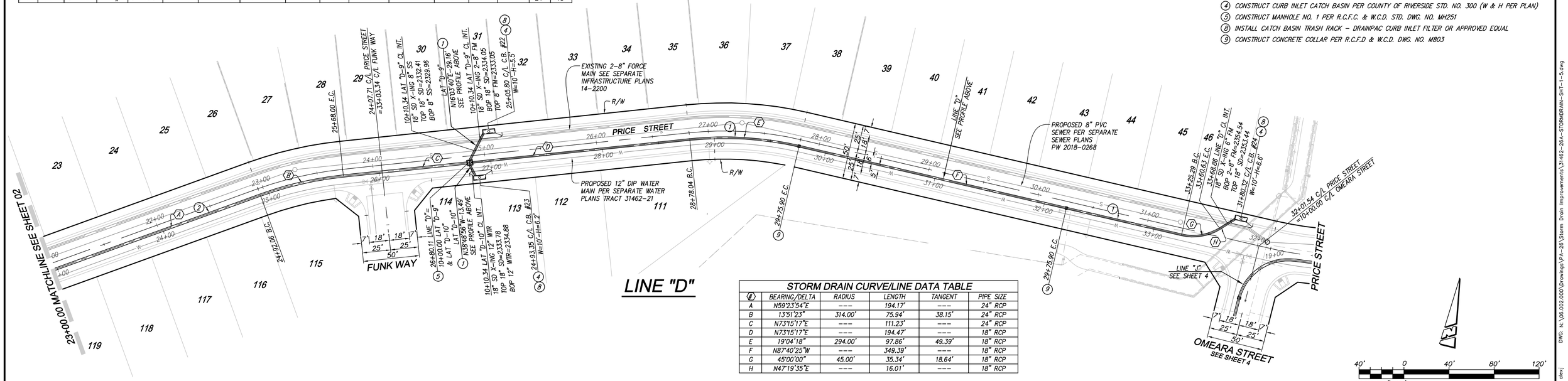
9. CONSTRUCT CONCRETE COLLAR PER R.C.F.D & W.C.D. DWG. NO. MB03



STORM DRAIN CURVE/LINE DATA TABLE

(#)	BEARING/DELTA	RADIUS	LENGTH	TANGENT	PIPE SIZE
A	N59°23'54"E	---	194.17'	---	24" RCP
B	13°51'23"	314.00'	75.94'	38.15'	24" RCP
C	N73°15'17"E	---	111.23'	---	24" RCP
D	N73°15'17"E	---	194.47'	---	18" RCP
E	19°04'18"	294.00'	97.86'	49.39'	18" RCP
F	N87°40'25"W	---	349.39'	---	18" RCP
G	45°00'00"	45.00'	35.34'	18.64'	18" RCP
H	N47°19'35"E	---	16.01'	---	18" RCP

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GEORGE ALAN LENFESTEY
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10/08/20
DATE

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ENGINEERING DIVISION
550E. 6th St
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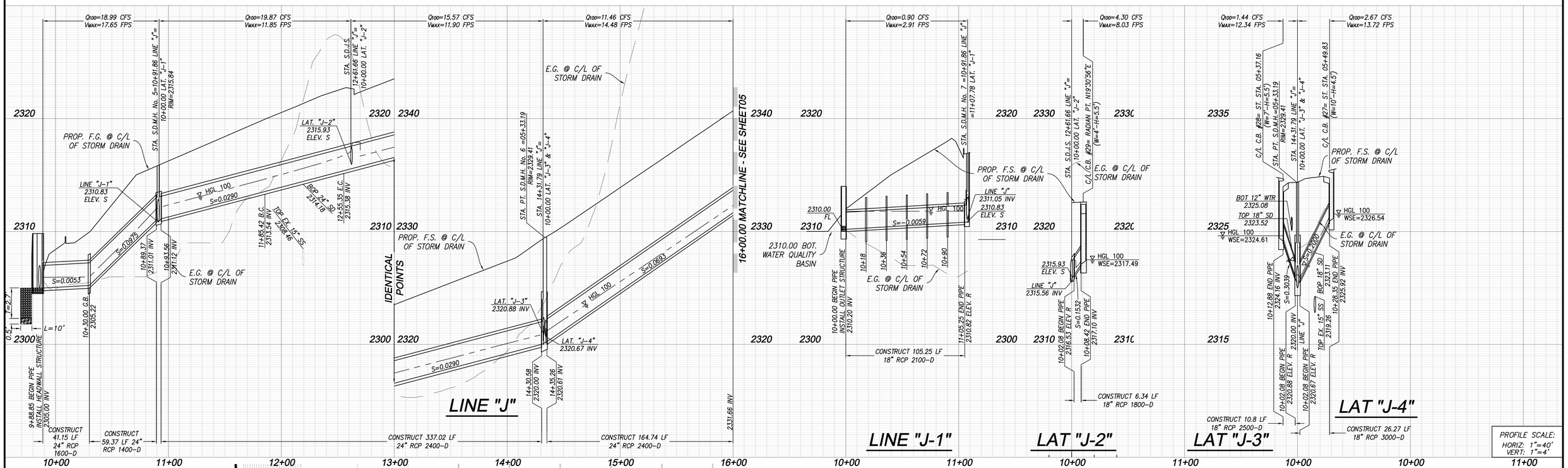
TEL: (951) 769-8520 FAX: (951) 769-8526

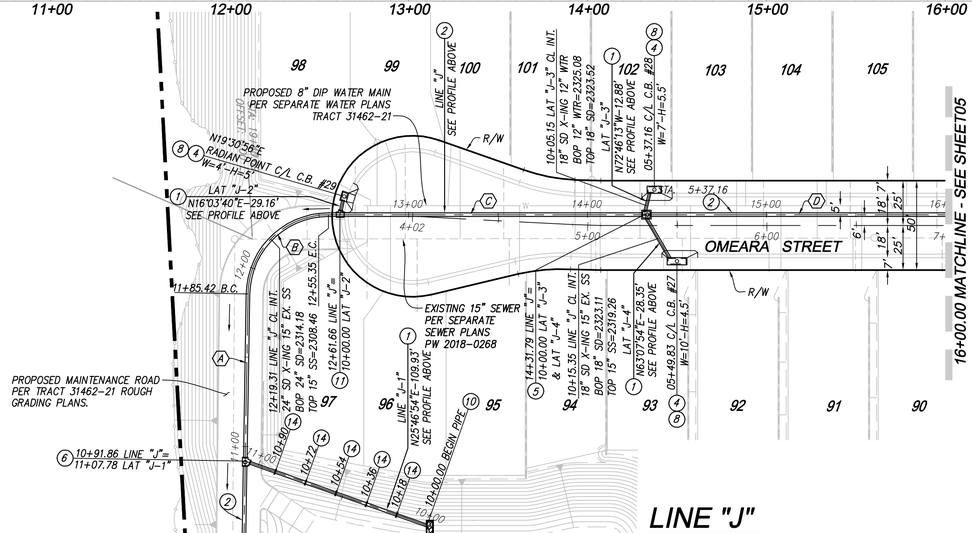
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS

STORM DRAIN LINE "D"
LAT "D-9", "D-10"

SHEET 3 OF 5 SHEETS
FILE NO: 3332

DWG: N:\06.002.000\Drawings\PA-20\Storm Drain Improvements\31462-20A-STORMDRAIN-SHT-1-5.dwg
Plotted: Oct 08, 2020 - 3:57pm By: dtelj





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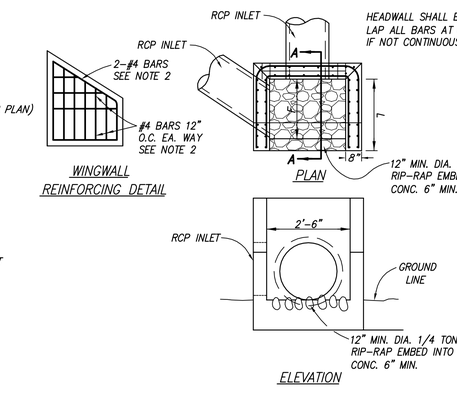
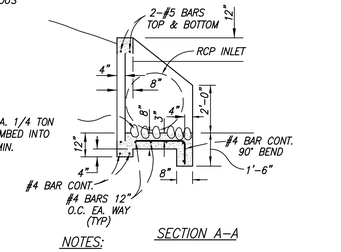
2. CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD)
4. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & H PER PLAN)
5. CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
6. CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
8. INSTALL CATCH BASIN TRASH RACK - DRAINPAC CURB INLET FILTER OR APPROVED EQUAL
9. CONSTRUCT CONCRETE COLLAR PER R.C.F.D & W.C.D. DWG. NO. M803
10. CONSTRUCT C.I.P. HEADWALL OUTLET PER DETAIL HEREON
11. CONSTRUCT JUNCTION STRUCTURE NO. 2 PER R.V.F.C.& W.C.D. STD. DWG. JS227
12. CONSTRUCT DOWNDRAIN TO PIPE TRANSITION PER DETAIL ON SHEET 5
13. CONSTRUCT DROP INLET PER CALTRANS STD. DWG. D73 TYPE G1 OR FUNCTIONAL EQUIVELANT
14. CONSTRUCT PIPE ANCHORS PER S.P.P.W.C. STD. 221.2

STORM DRAIN CURVE/LINE DATA TABLE

#	BEARING/DELTA	RADIUS	LENGTH	TANGENT	PIPE SIZE
A	N85°42'53"W	---	185.42'	---	24" RCP
B	89°02'28"	45.00'	69.93'	44.25'	24" RCP
C	N03°19'35"E	---	175.52'	---	24" RCP
D	N03°19'35"E	---	165.10'	---	24" RCP
E	N00°16'39"E	---	115.76'	---	24" RCP
F	N16°27'52"E	---	8.97'	---	24" RCP



DIMENSIONS				
PIPE DIA.	L	E	F	W
24"	4'-9"	2'-8"	4'-0"	2'-6"
30"	5'-5"	3'-0"	4'-6"	3'-0"
36"	6'-0"	3'-4"	5'-0"	3'-8"



NOTES:

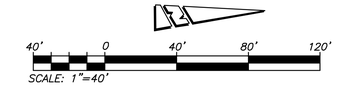
1. HEADWALL SHALL BE CONSTRUCTED OF CLASS A CONCRETE.
2. ALL EXPOSED CORNERS TO BE ROUNDED 3/4" RADIUS.

(10) WING-TYPE HEADWALL DETAIL

NTS

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE					MAIN LINE	LATERAL LEFT				LATERAL RIGHT						
No.	DEPTH	RIM ELEV.	TYPE	STATION		NAME	A	B	C	NAME	A	B	C	L	D_1	D_2
5	--	2282.55	M.H. #1	10+91.86	LINE J	--	--	--	--	LINE J-1	68°30'14"	24"	3.0'	3.09'	24"	24"
--	--	--	J.S. #2	12+61.66	LINE J	LAT J-2	76°58'33"	18"	2.5'	--	--	--	--	2.44'	24"	24"
6	--	2290.51	M.H. #4	14+31.81	LINE J	LAT J-3	76°05'48"	18'	--	LAT J-4	59°48'19"	18"	--	4.00'	24"	18"
8	--	2315.00	M.H. #1	11+17.25	LINE K	LAT K-1	60°00'00"	24"	--	--	--	--	--	4.00'	24"	18"



DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 10/08/20
R.C.E. 45920 EXP. 12-31-2020 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 Civil STATE OF CALIFORNIA

DESIGN BY: PECW
DRAWN BY: PECW
CHECKED BY: PECW
SCALE: AS NOTED
DATE: 10/08/20
JOB NUMBER: 06.002.000

Reviewed By: Staff Engineer Date: 10/29/2020
Recommended for Approval By: Administrative Engineer Date: 10/29/2020
Approved By: City Engineer/Director of Public Works Date: 11/03/2020

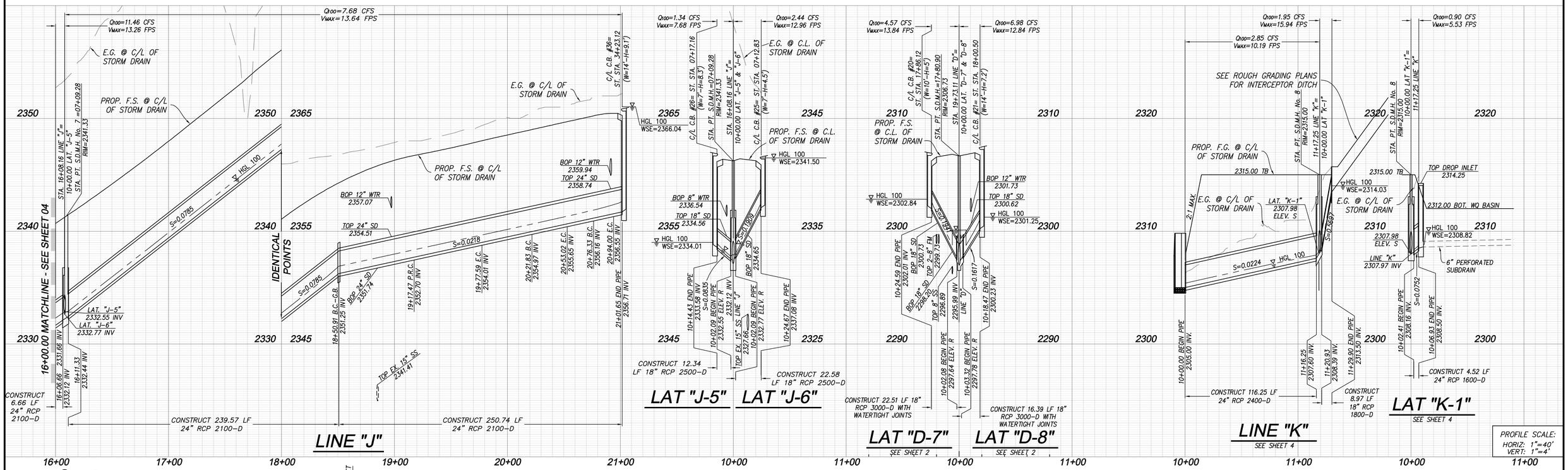
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

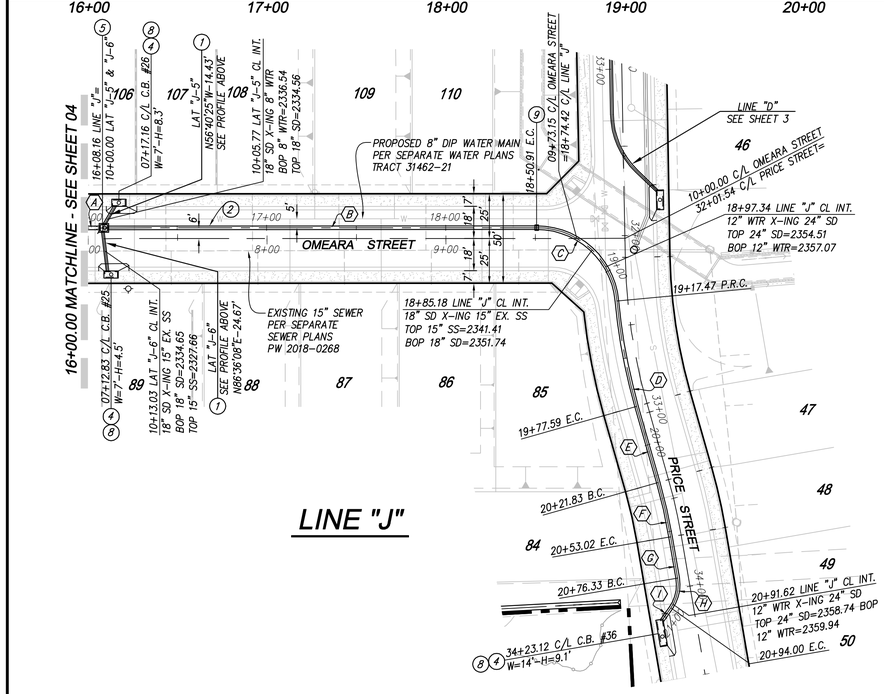
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS

STORM DRAIN LINE "J"
LAT "J-1", "J-2", "J-3", J-4"

SHEET 4 OF 5 SHEETS
FILE NO: 3332

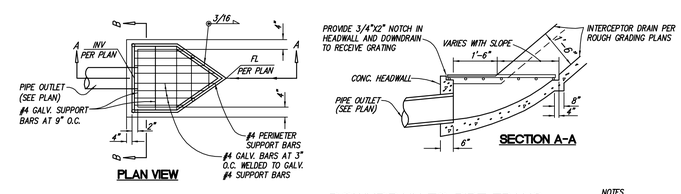
DWG: N:\06.002.000\Drawings\PA-26\Storm Drain Improvements\31462-26A-STORMDRAIN-SHT-1-5.dwg
Plotted: Oct 08, 2020 - 3:57pm By: dtex





CONSTRUCTION NOTES

1. CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD)
2. CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD)
4. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & H PER PLAN)
5. CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
8. INSTALL CATCH BASIN TRASH RACK - DRAINPAC CURB INLET FILTER OR APPROVED EQUAL
9. CONSTRUCT CONCRETE COLLAR PER R.C.F.D & W.C.D. DWG. NO. M803



(12) DOWNDRAIN TO PIPE TRANS.
N.T.S.

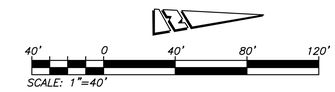
NOTES:
1. GROUND SHALL BE PRE-WETTED TO THE SATISFACTION OF THE CITY OFFICIAL PRIOR TO CONC. PLACEMENT
2. GRATE SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.

STORMDRAIN CURVE/LINE DATA TABLE

(#)	BEARING/DELTA	RADIUS	LENGTH	TANGENT	TANGENT
A	N03°19'35"E	---	6.66'	---	24" RCP
B	N03°19'35"E	---	239.58'	---	24" RCP
C	84°44'38"	45.00'	66.56'	41.05'	24" RCP
D	10°33'57"	326.00'	60.12'	30.14'	24" RCP
E	N77°30'16"E	---	44.25'	---	24" RCP
F	06°04'39"	294.00'	31.19'	15.61'	24" RCP
G	N83°34'55"E	---	23.31'	---	24" RCP
H	45°00'00"	22.50'	17.67'	9.32'	24" RCP
I	N51°25'05"W	---	7.65'	---	24" RCP

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE					MAIN LINE	LATERAL LEFT				LATERAL RIGHT						
No.	DEPTH	RIM ELEV.	TYPE	STATION		NAME	A	B	C	NAME	A	B	C	L	D_1	D_2
7	10.52'	2341.33	M.H. #1	16+08.16	LINE J	LAT J-5	60°00'00"	18'	--	LAT J-6	83°16'33"	18"	--	4.00'	24"	24"



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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 10/08/20
R.C.E. 45920 EXP. 12-31-2020 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PECW
DRAWN BY: PECW
CHECKED BY: PECW
SCALE: AS NOTED
DATE: 10/08/20
JOB NUMBER: 06.002.000

Reviewed By: Staff Engineer Date: 10/29/2020
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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS

STORM DRAIN LINE "J"
LAT "J-5", "J-6"

SHEET 5 OF 5 SHEETS
FILE NO: 3332

DWG: N:\06.002.000\Drawings\PA-28\Storm Drain Improvements\31462-264-STORMDRAIN-SHT-1-5.dwg
Plotted: Oct 08, 2020 - 3:57pm By: alex

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-21

DATE OF AGREEMENT: March 9, 2022

NAME OF SUBDIVIDER: DR Horton Los Angeles Holding Company, Inc, a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Augusta at The Fairways subdivision consisting of 167 residential lots, _____, originally approved on _____, and Tentative Tract _____ ("Tract" or "Tentative Tract Map"), originally approved on _____.

FINAL TRACT MAP 31462-21 APPROVED ON _____ RECORDED ON 12-30-2020 AS INSTRUMENT NUMBER: 2020-0667574 ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 382,000.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 21BSBIV3419

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and _____, a _____, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. <u>Subdivider's Obligation to Construct Improvements</u>.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) Three Hundred Eighty-Two Thousand and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) Three Hundred Eighty-Two Thousand and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Premium: $917.00 Bond No. 21BSBIV3419

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.31462-21, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Hartford Fire Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Eighty Two Thousand Dollars and 00/100 dollars ($382,000.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)

Hartford Fire Insurance Company
SURETY

By: _____

Name: Joshua Sanford

Title: Attorney-In-Fact

Address: One Hartford Plaza

Hartford, CT 06155-0001

(Seal)

D.R. Horton Los Angeles Holding Company, Inc.
PRINCIPAL

By: _____

Name: Vicki Gullion

Title: Assistant Secretary

By: _____

Name: _____

Title: _____

Address: 2280 Wardlow Circle, Suite 100

Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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 4/6/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Bond No. 21BSBIV3419

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ($382,000.00) dollars, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)	(Seal)
Hartford Fire Insurance Company **SURETY**	D.R. Horton Los Angeles Holding Company, Inc. **PRINCIPAL**
By:	By: Vicki Gullion
Name: Joshua Sanford	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: One Hartford Plaza	By:
Hartford, CT 06155-0001	Name:
	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Joshua Sanford *of* **Tampa, FL**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 21BSBIV3419 on behalf of D.R. Horton Los Angeles Holding Company, Inc. naming City of Beaumont as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 1, 2022

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SurePath POA 2021

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 4/6/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Rev. 07 22 2020

Basic Gov (Sales Force) # PW2018-0264
File # 3332

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. 31462-21)

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon, LLC a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-21, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By: _____
Mayor

Date: November 17, 2020

DEVELOPER: SDC Fairway Canyon, LLC

By: _____
Dale Strickland

Date; September 29, 2020

Title: Authorized Signatory

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Basic Gov (Sales Force) # PW2018-0264
File # 3332

Storm Drain Improvements

Bond No.: 1001124474
Premium: $5,730.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ SDC Fairway Canyon, LLC _____ (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-21 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Eighty-Two Thousand & N0/100 dollars ($ 382,000.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 29, 20 20.

(Seal)

American Contractors Indemnity Company

SURETY

By: Cheryl L. Thomas

Name: Cheryl L. Thomas

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By:

Name: Dale Strickland

Title: Authorized Signatory

By:

Name:

Title:

Address: 4131 S. Main St.

Santa Ana, CA 92707

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124474
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/29/20

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document with a staple.

Bond No.: 1001124474
Premium included with the Performance Bond

Storm Drain Improvements

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 31462-21 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Three Hundred Eighty-Two* for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Thousand & N0/100ths ($382,000.00)

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 29, 20 20 .

(Seal)

American Contractors Indemnity Company

SURETY

By: Cheryl L. Thomas

Name: Cheryl L. Thomas

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By:

Name: Dale Strickland

Title: Authorized Signatory

By:

Name:

Title:

Address: 4131 S. Main St.

Santa Ana, CA 92707

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

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State of California }

County of Orange }

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(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas,
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.

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124474
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/29/20

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____ (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY | TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY | TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this SEP 29 2020 day of _____.

Corporate Seals
Bond No. 1001124474

Agency No. 16590

Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0844
Receipt No. R01224203
Fee $ 288.18
Date Paid 3/15/2022

BOND EXONERATION APPLICATION

[REPLACEMENT OF BOND - NOT EXONERATION]

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Rudy Provoost Phone 951-733-8867

2. Contact's Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/State/Zip

5. Contact's E-mail RRPROVOOST@DRHORTON.COM

3. Developer Name D R HORTON LOS ANGELES HOLDING COMPANY, INC. Phone 951-733-8867
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 1001124475 / TR 31462-22 / Storm Drain Improvements

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rudy Provoost 2/23/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

_____

Print Name and Sign – Contact/Applicant Date

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-22

DATE OF AGREEMENT: March 9, 2022

NAME OF SUBDIVIDER: DR Horton Los Angeles Holding Company, Inc, a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Augusta at The Fairways subdivision consisting of 101 residential lots, _____, originally approved on _____, and Tentative Tract _____ ("Tract" or "Tentative Tract Map"), originally approved on _____.

FINAL TRACT MAP 31462-22 APPROVED ON _____ RECORDED ON 01/21/2021 AS INSTRUMENT NUMBER: 2021-0040295 ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 365,000.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ 23, 400.00 (see Exhibit "B")

BOND NUMBERS: 21BSBIV3418

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and _____, a _____, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) Three Hundred Sixty-Five Thousand and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) Three Hundred Sixty-Five Thousand and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Premium: $876.00 Bond No. 21BSBIV3418

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.31462-22, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Hartford Fire Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Sixty Five Thousand Dollars and 00/100 dollars ($365,000.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)	(Seal)
Hartford Fire Insurance Company **SURETY**	D.R. Horton Los Angeles Holding Company, Inc. **PRINCIPAL**
By:	By: Vicki Gullion
Name: Joshua Sanford	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: One Hartford Plaza	By:
Hartford, CT 06155-0001	Name:
	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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 4/6/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Bond No. 21BSBIV3418

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ($365,000.00) dollars, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)	(Seal)
Hartford Fire Insurance Company **SURETY**	D.R. Horton Los Angeles Holding Company, Inc. **PRINCIPAL**
By:	By:
Name: Joshua Sanford	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: One Hartford Plaza	By:
Hartford, CT 06155-0001	Name:
	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Joshua Sanford *of* **Tampa, FL**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 21BSBIV3418 on behalf of D.R. Horton Los Angeles Holding Company, Inc. naming City of Beaumont as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 1, 2022.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SurePath POA 2021

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 4/6/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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)**

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Rev. 07 22 2020

Basic Gov (Sales Force) # PW2018-0265
File # 3333

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 31462-22)

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon, LLC a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-22, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By: _____
Mayor

Date: November 17, 2020

DEVELOPER SDC Fairway Canyon, LLC

By: _____
Dale Strickland

Date; September 29, 2020

Title: Authorized Signatory

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

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- Securely attach this document to the signed document with a staple.

Basic Gov (Sales Force) # PW2018-0265
File # 3333

Storm Drain Improvements

Bond No.: 1001124475
Premium: $5,475.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ SDC Fairway Canyon, LLC _____ (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-22 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Sixty-Five Thousand & N0/100 dollars ($ 365,000.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 29, 20 20.

(Seal)	(Seal)
American Contractors Indemnity Company	SDC Fairway Canyon, LLC
SURETY	**PRINCIPAL**
By: Cheryl L. Thomas	By:
Name: Cheryl L. Thomas	Name: Dale Strickland
Title: Attorney-in-Fact	Title: Authorized Signatory
Address: 801 S. Figueroa St., Suite 700	By:
Los Angeles, CA 90017	Name:
	Title:
	Address: 4131 S. Main St.
	Santa Ana, CA 92707

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
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State of California }

County of Orange }

On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas,
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.

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124475
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/29/20

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Securely attach this document to the signed document with a staple.

Bond No.: 1001124475
Premium included with the Performance Bond

Storm Drain Improvements

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 31462-22 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Three Hundred Sixty-Five* for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Thousand & N0/100ths ($365,000.00)

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 29, 20 20 .

(Seal)	(Seal)
American Contractors Indemnity Company	SDC Fairway Canyon, LLC
SURETY	**PRINCIPAL**
By: Cheryl L. Thomas	By:
Name: Cheryl L. Thomas	Name: Dale Strickland
Title: Attorney-in-Fact	Title: Authorized Signatory
Address: 801 S. Figueroa St., Suite 700	By:
Los Angeles, CA 90017	Name:
	Title:
	Address: 4131 S. Main St.
	Santa Ana, CA 92707

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State of California }

County of Orange }

On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

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(Title or description of attached document)

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COMM. # 2279182
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ORANGE COUNTY
My Comm. Expires March 28, 2023
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Notary Public Signature (Notary Public Seal)

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(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/29/20

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  _____
  (Title)
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- ☑ Attorney-in-Fact
- ☐ Trustee(s)
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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY | TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (****75,000,000.00****). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY | TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this SEP 29 2020.

Corporate Seals

Bond No. 1001124475

Agency No. 16590

Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 31462-22
LINE "D" AND "D-1"

STORM DRAIN NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE-INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-227-2600.
7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. M 815
12. "V" IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
17. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
20. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
24. 24. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
26. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
27. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
28. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C. & W.C.D.
29. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OIL, AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
30. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

MAINTENANCE NOTE:

ALL STORM DRAIN FACILITIES PROPOSED ON THIS PLAN ARE MAINTAINED BY THE CITY OF BEAUMONT UNLESS OTHERWISE NOTED ON STORM DRAIN PROFILE.

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

GENERAL NOTES:

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

* RCP NOTES:

THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE f'c = 5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND f'c = 6,000 PSI FOR VELOCITIES EXCEEDING 30 FPS.

THE JOINTS FOR REINFORCED CONCRETE PIPES UNDER PRESSURE FLOW CONDITIONS SHALL BE WATERTIGHT IN CONFORMANCE WITH ASTM C443. A R.C.F.C. & W.C.D. CONCRETE COLLAR PER STANDARD DRAWING M803 SHALL BE USED TO TRANSITION BETWEEN GASKET PIPE AND TONGUE & GROVE PIPE.

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION).
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION).
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATCH" (MOST CURRENT CITY ADOPTED VERSION).
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS LATEST EDITION.

STANDARD DRAWINGS

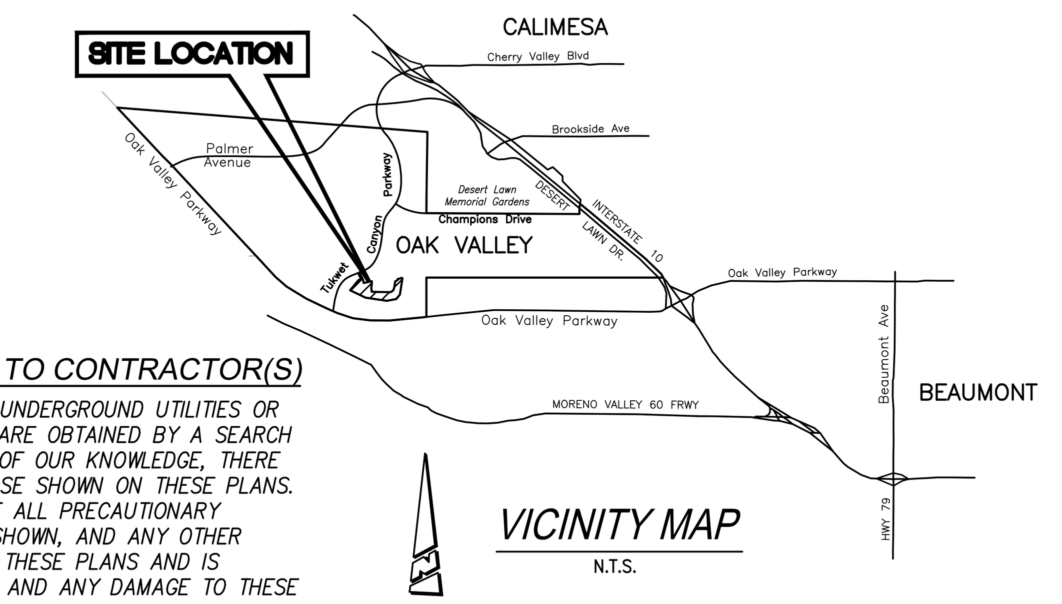
1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461. 2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITION.

LEGAL DESCRIPTION

BEING A DIVISION OF PARCEL 14-16, OF PARCEL MAP NO. 36732, RECORDED IN BOOK ____, OF PARCEL MAPS, PAGES __ THROUGH __, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

APN NUMBER

413-790-042



VICINITY MAP
N.T.S.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 DATE
EXPIRATION DATE 12-31-2020

PREPARED BY:

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE, SUITE 200
MURRIETA, CA. 92562
(951) 200-6840

APPLICANT/SUBDIVIDER:

ARGENT MANAGEMENT
2392 MORSE AVE.
IRVINE, CA. 92614
(949) 241-8403 OFFICE
(951) 722-0525 MOBILE
CONTACT: CHERRYL THOMPSON

ABBREVIATIONS AND LEGEND

RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HGL	HYDRAULIC GRADE LINE
TOP	TOP OF PIPE
BOT	BOTTOM OF PIPE
SD	STORM DRAIN
INV	INVERT
PROP	PROPOSED
EXIST	EXISTING
C/L	CENTERLINE
TC	TOP OF CURB
FL	FLOWLINE
FS	FINISHED SURFACE
CB	CATCH BASIN
PRC	POINT OF REVERSE CURVE
BC	BEGIN CURVE
EC	END CURVE
GB	GRADE BREAK
Q	FLOW RATE
WTR	WATER
SS	SANITARY SEWER
FM	FORCE MAIN
	PROPOSED STORM DRAIN
	PROPOSED CATCH BASIN
	EXISTING STORM DRAIN
	RIGHT OF WAY
	TRACT BOUNDARY
	STREET CENTERLINE
	SHEET MATCHLINE
	MATCHLINE
	EXISTING SEWER
	DAYLIGHT
—W—	PROPOSED WATER
—S—	PROPOSED SEWER
	PROPOSED FORCE MAIN
	LIMITS OF IMPROVEMENTS

NOTE:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

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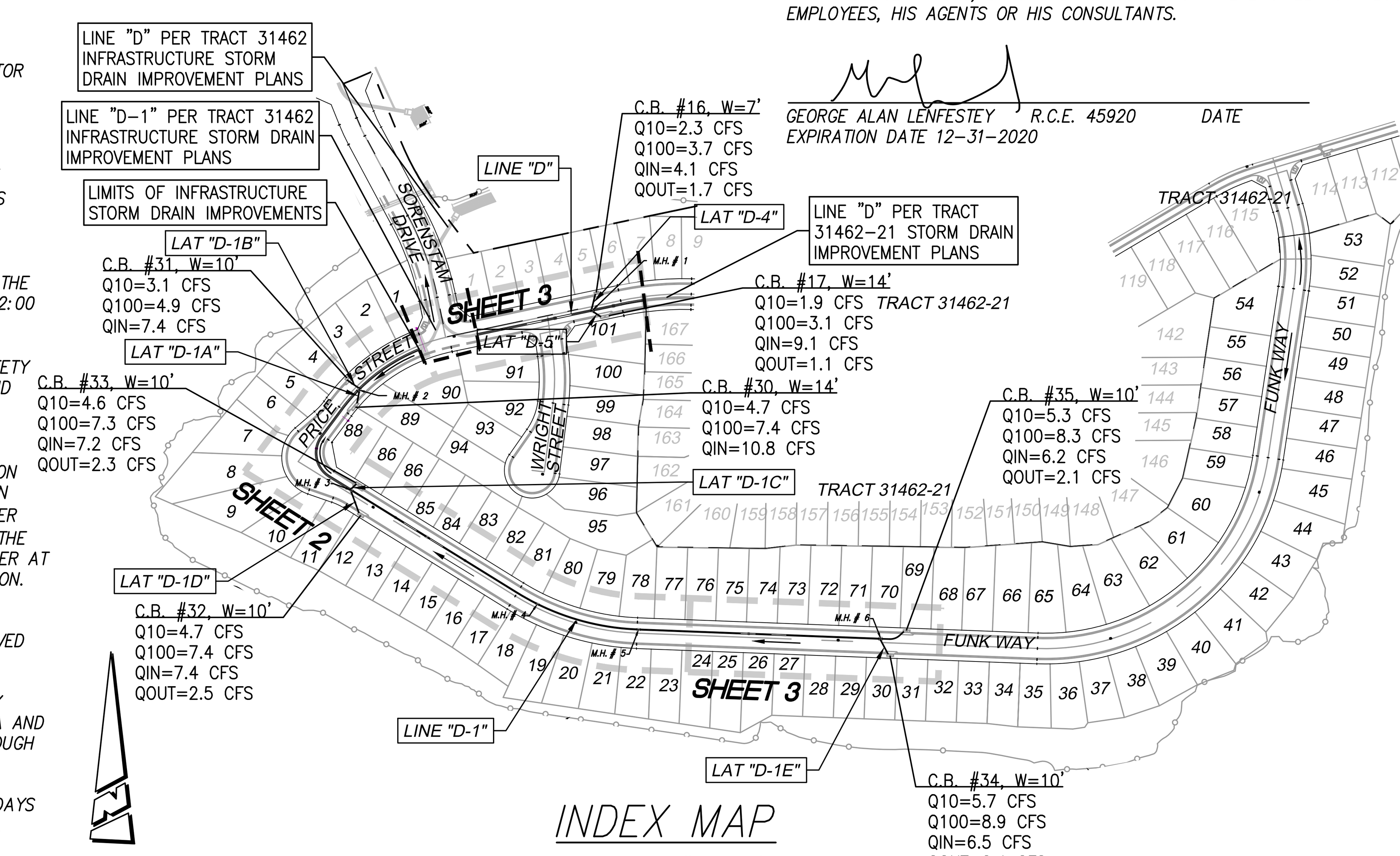


INDEX MAP
SCALE: 1"=200'

CONSTRUCTION NOTES & QUANTITY ESTIMATE

NO.	DESCRIPTION	QUANTITY	UNIT
1	CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD)	188	L.F.
2	CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD)	905	L.F.
3	CONSTRUCT 36" RCP (SEE PROFILE FOR D-LOAD)	598	L.F.
4	CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & H PER PLAN)	8	EA.
5	CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251	1	EA.
6	CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254 ⚠1	6	EA.
7	INSTALL CATCH BASIN TRASH RACK - DRAINPAC CURB INLET FILTER OR APPROVED EQUAL	8	EA.
8	REMOVE CONCRETE BULKHEAD	2	EA.
9	CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. M803 ⚠1	9	EA.
10	CONSTRUCT CONCRETE BULKHEAD PER R.C.F.C. & W.C.D. STD.DWG. M816	1	EA.

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET – VICINITY MAP – GENERAL NOTES – LEGEND – CONSTRUCTION NOTES – QUANTITIES – INDEX MAP
SHEET 2 – STORM DRAIN LINE "D-1" LAT "D-1A", "D-1B", "D-1C" & "D-1D"
SHEET 3 – STORM DRAIN LINE "D-1" & "D" LAT "D-1E"

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	⚠1	REVISED S.D. PROFILE TO AVOID SEWER LATERAL CONFLICT	RV	3/16/21
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 03/10/21
R.C.E. 45920 EXP. 12-31-2020 DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PECW
DRAWN BY: PECW
CHECKED BY: PECW
SCALE: AS NOTED
DATE: 03/10/21
JOB NUMBER: 06.002.000

CITY of BEAUMONT CALIFORNIA INC.NOV.18,1912

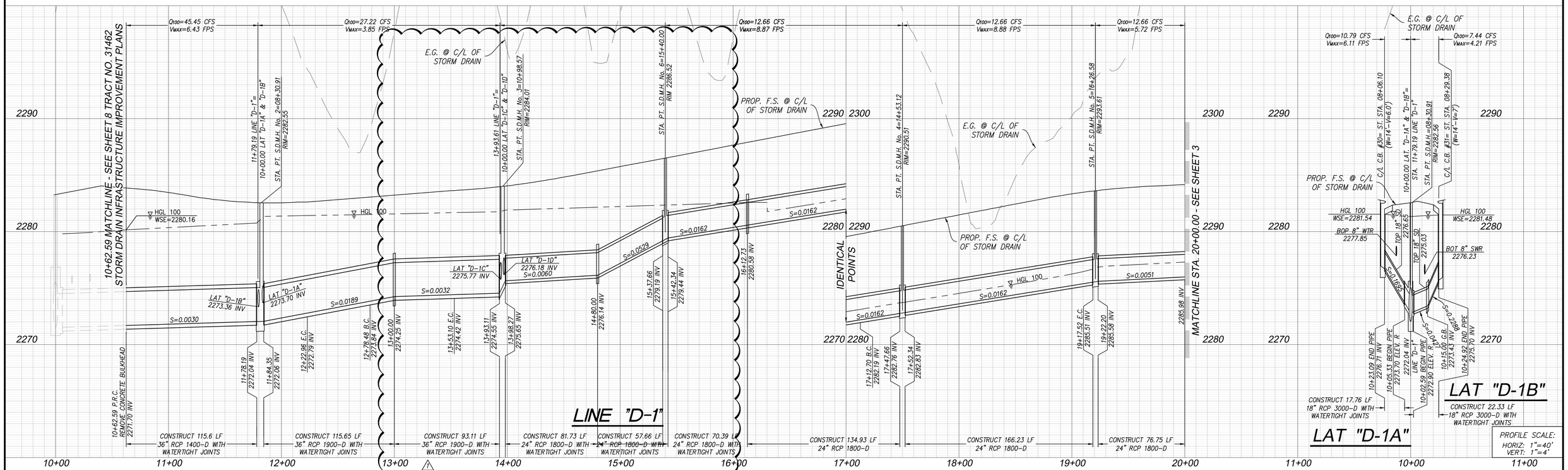
Reviewed By: ______ Staff Engineer Date: ______
Recommended for Approval By: ______ Administrative Engineer Date: 03/16/2021
Approved By: ______ City Engineer/Director of Public Works Date: 03/16/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-22
TITLE SHEET - VICINITY MAP - GENERAL NOTES LEGEND - CONSTRUCTION NOTES - QUANTITIES - INDEX MAP

SHEET 1 OF 3 SHEETS
FILE NO: 3331A

DWG: N:\06.002.000\Drawings\PA-26\Storm Drain Improvements\31462-26B-STORMDRAIN-SHT-1-3.dwg
Plotted: Mar 10, 2021 - 4:33pm By: mcain



CONSTRUCTION NOTES

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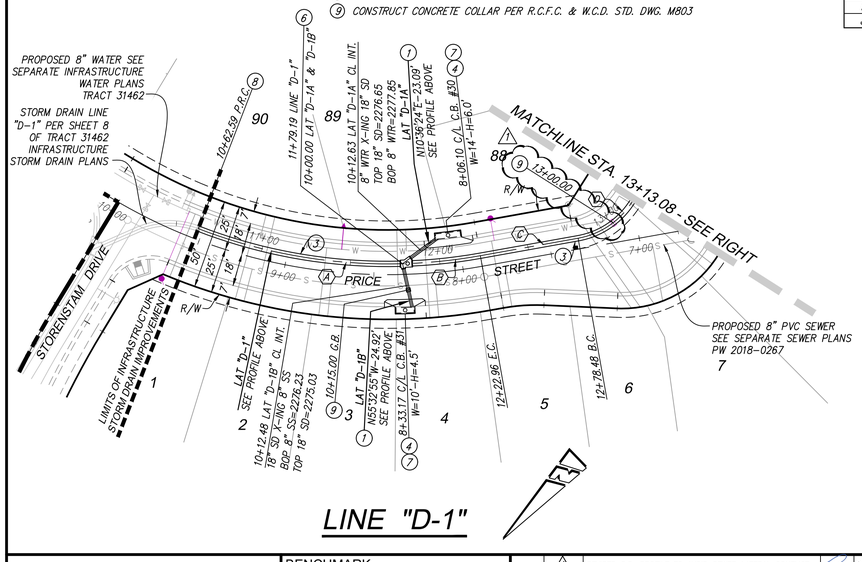
5. CONSTRUCT MANHOLE NO. 4 PER R.C.F.C.D.& W.C.D. STD. MH254
7. INSTALL CATCH BASIN TRASH RACK – DRAINPAC CURB INLET FILTER OR APPROVED EQUAL
8. REMOVE CONCRETE BULKHEAD AND CONNECT TO EXISTING STORM DRAIN PIPE
9. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. M803

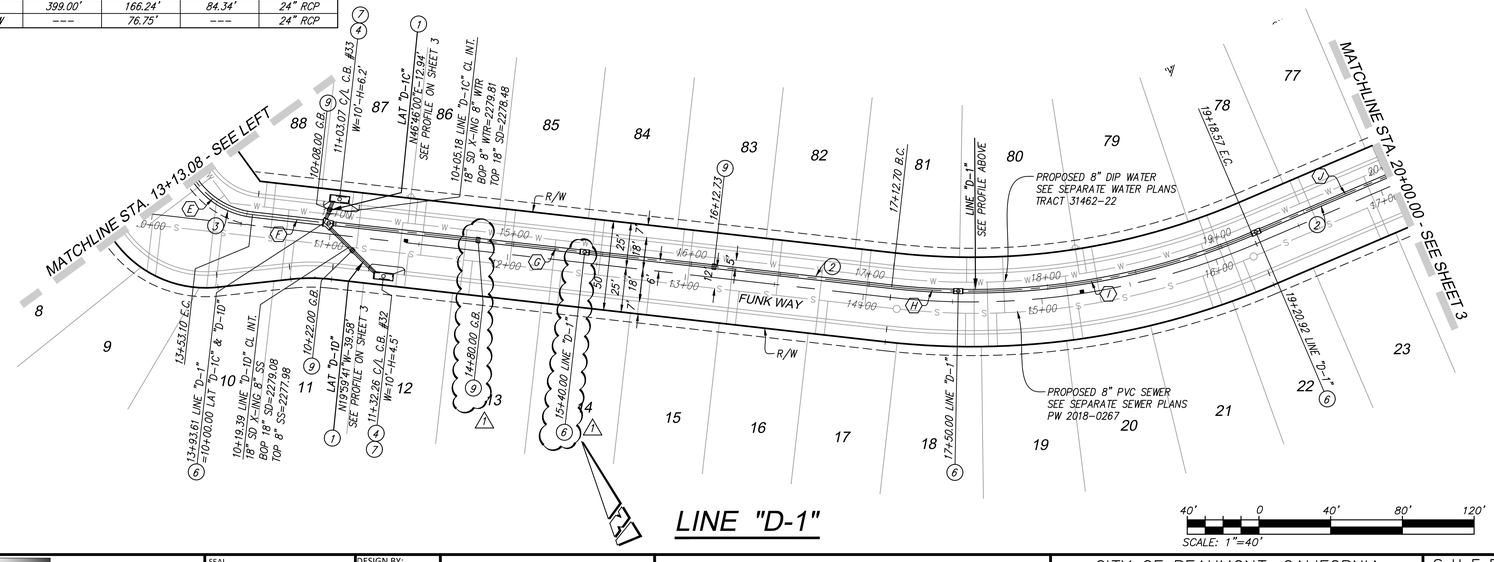
STORM DRAIN CURVE/LINE DATA TABLE

(#)	BEARING/DELTA	RADIUS	LENGTH	TANGENT	PIPE SIZE
A	22°31'48"	294.00'	115.61'	58.56'	36" RCP
B	7°31'22"	294.00'	38.60'	19.33'	36" RCP
C	N36°46'00"E	---	55.53'	---	36" RCP
D	47°30'00"	45.00'	37.31'	19.80'	36" RCP
E	47°30'00"	45.00'	37.31'	19.80'	36" RCP
F	N58°14'00"W	---	40.02'	---	36" RCP
G	N58°14'00"W	---	314.42'	---	24" RCP
H	5°01'07"	399.00'	34.95'	17.49'	24" RCP
I	23°52'18"	399.00'	166.24'	84.34'	24" RCP
J	N87°48'51"W	---	76.75'	---	24" RCP

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE					MAIN LINE	LATERAL LEFT				LATERAL RIGHT						
No.	DEPTH	RIM ELEV.	TYPE	STATION		NAME	A	B	C	NAME	A	B	C	L	D_1	D_2
2	10.52'	2282.55	M.H. #4	11+79.19	LINE D-1	LAT D-1A	34°11'08"	18"	5.7'	LAT D-1B	79°42'01"	18'	3.0'	7.00'	36"	36"
3	8.02'	2284.01	M.H. #4	13+93.61	LINE D-1	LAT D-1C	75°00'00"	18"	2.7'	LAT D-1D	38°14'19"	18"	4.9'	6.00'	36"	24"
4	7.75'	2290.51	M.H. #4	19+20.92	LINE D-1	--	--	--	--	--	--	--	--	5.34'	24"	24"
5	8.10'	2293.61	M.H. #4	17+50.00	LINE D-1	--	--	--	--	--	--	--	--	5.34'	24"	24"





DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1	REVISED S.D. PROFILE TO AVOID SEWER LATERAL CONFLICT		3/16/21

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 03/10/21
R.C.E. 45920 EXP. 12-31-2020 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PECW
DRAWN BY: PECW
CHECKED BY: PECW
SCALE: AS NOTED
DATE: 03/10/21
JOB NUMBER: 06.002.000

CITY OF BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer — Date: _____
Recommended for Approval By: _____ Administrative Engineer — Date: 03/16/2021
Approved By: _____ City Engineer/Director of Public Works — Date: 03/16/2021

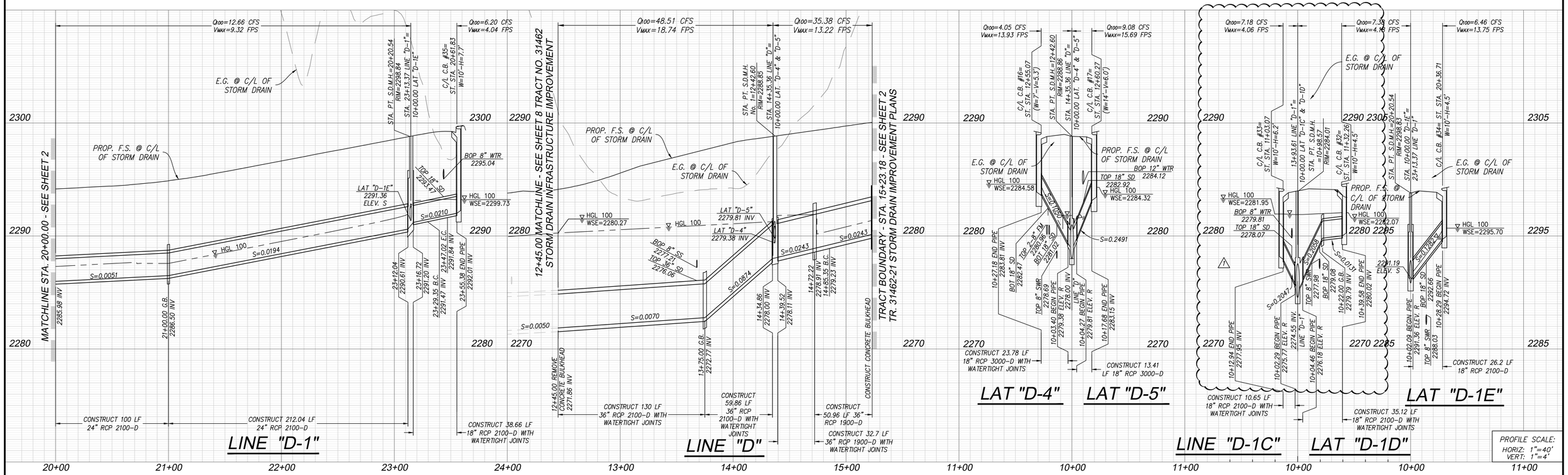
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

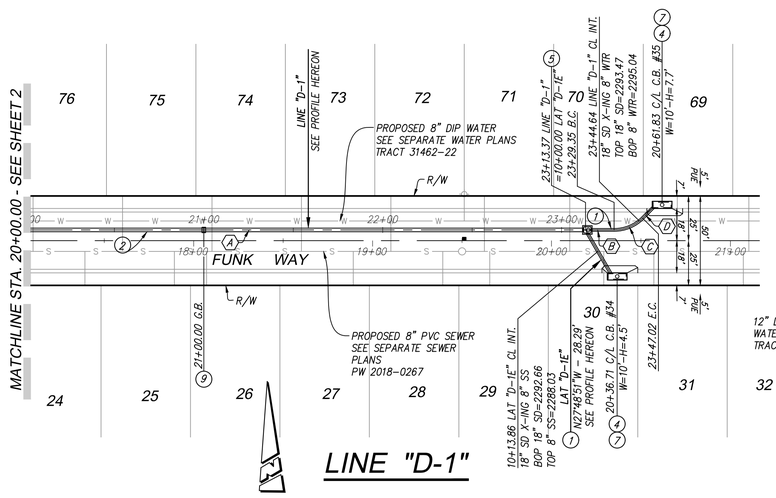
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS

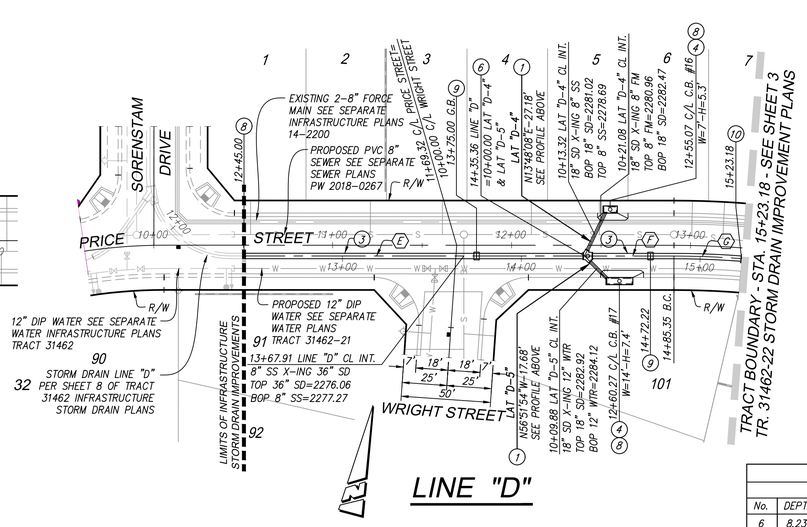
STORM DRAIN LINE "D-1"
LAT "B-1", "B-2", "B-3", "B-4"

SHEET 2 OF 3 SHEETS
FILE NO: 3331A

DWG: N:\06.002.000\Drawings\PA-26\Storm Drain Improvements\31462-26B-STORMDRAIN-SHT-1-3.dwg
Plotted: Mar 10, 2021 – 4:33pm By: mcain







CONSTRUCTION NOTES

1. CONSTRUCT 18" RCP (SEE PROFILE FOR D-LOAD)
2. CONSTRUCT 24" RCP (SEE PROFILE FOR D-LOAD)
3. CONSTRUCT 36" RCP (SEE PROFILE FOR D-LOAD)
4. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN)
5. CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
6. CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
7. INSTALL CATCH BASIN TRASH RACK – DRAINPAC CURB INLET FILTER OR APPROVED EQUAL
8. REMOVE CONRETE BULKHEAD
9. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. M803
10. CONSTRUCT CONRETE BULKHEAD PER R.C.F.C. & W.C.D. STD. DWG. M816

STORM DRAIN CURVE/LINE DATA TABLE

(#)	BEARING/DELTA	RADIUS	LENGTH	TANGENT	PIPE SIZE
A	N87°48'51"W	---	326.11'	---	24" RCP
B	N87°48'51"W	---	12.63'	---	18" RCP
C	45°00'00"	22.50'	17.67'	9.32'	18" RCP
D	N47°11'09"E	---	8.36'	---	18" RCP
E	N78°08'06"E	---	189.46'	---	36" RCP
F	N78°08'06"E	---	45.83'	---	36" RCP
G	04°23'15"	494.00'	37.83'	18.92'	36" RCP

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE					MAIN LINE	LATERAL LEFT				LATERAL RIGHT						
No.	DEPTH	RIM ELEV.	TYPE	STATION		NAME	A	B	C	NAME	A	B	C	L	D_1	D_2
6	8.23'	2298.84	M.H. #4	23+13.37	LINE D-1	--	--	--	--	LAT D-1E	60°00'00"	18"	--	4.00'	24"	18"
1	10.85'	2288.85	M.H. #1	14+35.36	LINE D	LAT D-4	64°19'58"	18"	3.8'	LAT D-5	45°00'00"	18"	4.7'	5.50'	36'	36'

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1	REVISED S.D. PROFILE TO AVOID SEWER LATERAL CONFLICT		3/16/21

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2020
03/10/21
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PECW
DRAWN BY: PECW
CHECKED BY: PECW
SCALE: AS NOTED
DATE: 03/10/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: 03/16/2021
Administrative Engineer

Approved By: _____ Date: 03/16/2021
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
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CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS

STORM DRAIN LINE "D-1"
LAT "D-1E"

SHEET 3 OF 3 SHEETS
FILE NO: 3331A

DWG: N:\06.002.000\Drawings\PA-26\Storm Drain Improvements\3146 2-26B-STORMDRAIN-SHT-1-3.dwg
Plotted: Mar 10, 2021 – 4:33pm By: mcain

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0845
Receipt No. R01224203
Fee $ 288.18
Date Paid 3/15/2022

BOND EXONERATION APPLICATION

[REPLACEMENT OF BOND - NOT EXONERATION]

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Rudy Provoost Phone 951-733-8867

2. Contact's Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/State/Zip

5. Contact's E-mail RRPROVOOST@DRHORTON.COM

3. Developer Name D R HORTON LOS ANGELES HOLDING COMPANY, INC. Phone 951-733-8867
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 1001124454 / TR 31462-22 / Sewer Improvements

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rudy Provoost 2/23/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

_____
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

_____

Print Name and Sign – Contact/Applicant Date

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-22

DATE OF AGREEMENT: March 9, 2022

NAME OF SUBDIVIDER: DR Horton Los Angeles Holding Company, Inc, a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Augusta at The Fairways subdivision consisting of 101 residential lots, _____, originally approved on _____, and Tentative Tract _____ ("Tract" or "Tentative Tract Map"), originally approved on _____.

FINAL TRACT MAP 31462-22 APPROVED ON _____ RECORDED ON 01/21/2021 AS INSTRUMENT NUMBER: 2021-0040295 ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 165,410.25 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ 23, 400.00 (see Exhibit "B")

BOND NUMBERS: 21BSBIV3416

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and _____, a _____, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) One Hundred Sixty-Five Thousand Four Hundred Ten and 25/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) Twenty-Three Thousand Four Hundred and 25/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Premium: $397.00 Bond No. 21BSBIV3416

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.31462-22, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Hartford Fire Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Sixty Five Thousand Four Hundred Ten Dollars and 25/100 dollars ($165,410.25) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)

Hartford Fire Insurance Company
SURETY

By: _____

Name: Joshua Sanford

Title: Attorney-In-Fact

Address: One Hartford Plaza

Hartford, CT 06155-0001

(Seal)

D.R. Horton Los Angeles Holding Company, Inc.
PRINCIPAL

By: _____

Name: Vicki Gullion

Title: Assistant Secretary

By: _____

Name: _____

Title: _____

Address: 2280 Wardlow Circle, Suite 100

Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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 4/5/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Bond No. 21BSBIV3416

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ($165,410.25) dollars, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)	(Seal)
Hartford Fire Insurance Company **SURETY**	D.R. Horton Los Angeles Holding Company, Inc. **PRINCIPAL**
By:	By: Vicki Gullion
Name: Joshua Sanford	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: One Hartford Plaza	By:
Hartford, CT 06155-0001	Name:
	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

HARTFORD FIRE INSURANCE CO. INCORPORATED 1810

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Joshua Sanford *of* **Tampa, FL**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 21BSBIV3416 on behalf of D.R. Horton Los Angeles Holding Company, Inc. naming City of Beaumont as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 1, 2022

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SurePath POA 2021

ACKNOWLEDGMENT

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State of California
County of Riverside)

On 4/5/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

PW2018-0267
File # 330

Item 5.

Rev. 05 06 2020

Basic Gov (Sales Force) #
File #

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 31462-22

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and

SDC Fairway Canyon LLC, a Delaware limited liability company ("DEVELOPER")

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-22 "Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By
Mayor

Date 10/6/2020

DEVELOPER

By SDC Fairway Canyon LLC

Date 7/14/2020

Title: Authorized Signatory

Address: 2392 Morse Avenue
Irvine, CA 92614

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 14, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Revised Form

Basic Gov (Sales Force) #
File #

Intract Sewer

EXHIBIT "A"

Bond No.: 1001124454
Premium: $2,481.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 14th, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-22 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Sixty-Five Thousand Four* dollars ($ 165,410.25) 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. *Hundred Ten & 25/100ths

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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 14, 20 20.

(Seal)

American Contractors Indemnity Company

SURETY

By: _____

Name: Shane Wolf

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: _____

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On July 14, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

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- Securely attach this document to the signed document with a staple.

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 14, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

American Contractors Indemnity Company
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER
- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

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- Securely attach this document to the signed document with a staple.

Revised Form

Bond No.: 1001124454
Premium included with the Performance Bond

Intract Sewer

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 31462-22 dated July 14th, 2020 whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Sixty-Five* for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Thousand Four Hundred Ten & 25/100ths ($165,410.25)

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 14, 2020.

(Seal)

American Contractors Indemnity Company

SURETY

By: _____

Name: Shane Wolf

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: _____

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

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(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

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WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

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State of California }

County of Orange }

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(Here insert name and title of the officer)

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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.

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WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
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(Title or description of attached document)

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

SONIA O. CARREJO
Notary Pubic - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of JUL 14 2020

Corporate Seals

Bond No. 1001124454

Agency No. 16590

_____
Kio Lo, Assistant Secretary

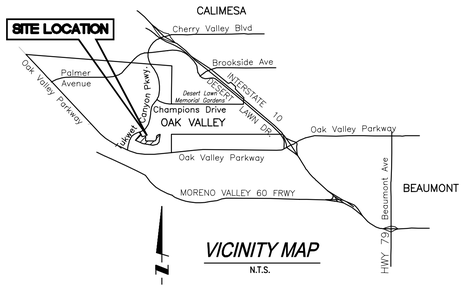
HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

CITY OF BEAUMONT, CALIFORNIA

SEWER IMPROVEMENT PLANS

TRACT NO. 31462-22



VICINITY MAP

N.T.S.

APPLICANT/SUBDIVIDER:

ARGENT MANAGEMENT
2692 MORSE AVENUE
IRVINE, CA 92614
OFFICE: (949) 241-8403
CONTACT: CHERRYL THOMPSON

ABBREVIATIONS

FG	FINISH GRADE
FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L OR CL	CENTERLINE
R/W	RIGHT-OF-WAY
LAT	LATERAL
STA	STATION
PROP	PROPOSED
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
TYP.	TYPICAL
T.O.P.	TOP OF PIPE
B.O.P.	BOTTOM OF PIPE
WTR	WATER
SWR	SEWER

LEGEND

	TRACT BOUNDARY
	RIGHT OF WAY
	PROPOSED 8" & 10" SEWER MAIN
	PROPOSED 4" SEWER SERVICE
	PROPOSED SEWER MANHOLE
	PROPOSED WATER BY OTHERS
	PROPOSED 8" WATER
	PROPOSED WATER SERVICE
PE=2367.1	PAD ELEVATION
B.W.	PROPOSED BACKWATER VALVE
"WYE" STATION @ MAIN	
SEWER LATERAL CALLOUT	10+35.22
CONSTRUCTION NOTE REFERENCE	6

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTY RCE 45920 — DATE 08/14/20
EXPIRATION DATE 12-31-20

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

STANDARD SPECIFICATIONS

1. STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION).
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION).
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATCH" (MOST CURRENT CITY ADOPTED LATEST EDITION).
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATION.

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARDS SPECIFICATIONS AND STANDARD DRAWINGS.

SEWER NOTES

1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND EASTERN MUNICIPAL WATER DISTRICT'S (EMWD) GUIDELINES.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH EMWD STD. SB-53. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTION TO THE MANHOLE CENTERLINE.
7. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
8. PROVIDE BACKWATER VALVES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
9. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF THE PIPE CENTERLINE ON TOP OF PIPE BEDDING.
10. SEWER LATERAL SHALL BE TYPE "A" PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.
11. DEVELOPER SHALL HAVE GEOTECHNICAL/ SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, EMWD STD. SB-158 AND LATEST GREEN BOOK SECTION 306. CRUSH ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.-1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.
13. TRENCHING AND EXCAVATION PER 29 CFR 1926.651AND 1926.652 OR COMPARABLE OSHA-APPROVED STATE PLAN REQUIREMENTS.
14. FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF THE PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED, OTHERWISE PROVIDE A SOILS REPORT/ SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.
15. MAX VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10FT/SEC DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2FT/SEC DESIGN FLOW (MAX DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.085, 12"-0.0660, 15"-0.0500, 18"-0.3700, 21"-0.0300, 24"0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES- 0.020, MAIN LINES 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0012, 24"- 0.0010.
16. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLE WATER LINE SHALL BE IN ACCORDANCE WITH CALIFORNIA HEALTH DEPARTMENT.
17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.
18. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER EMWD STD. SB-53.
19. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLES OR SURFACE IRREGULARITIES.
20. MANHOLE SPACING – THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET.
21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH EMWD STD. SB-52. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.
22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.
23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

GENERAL NOTES

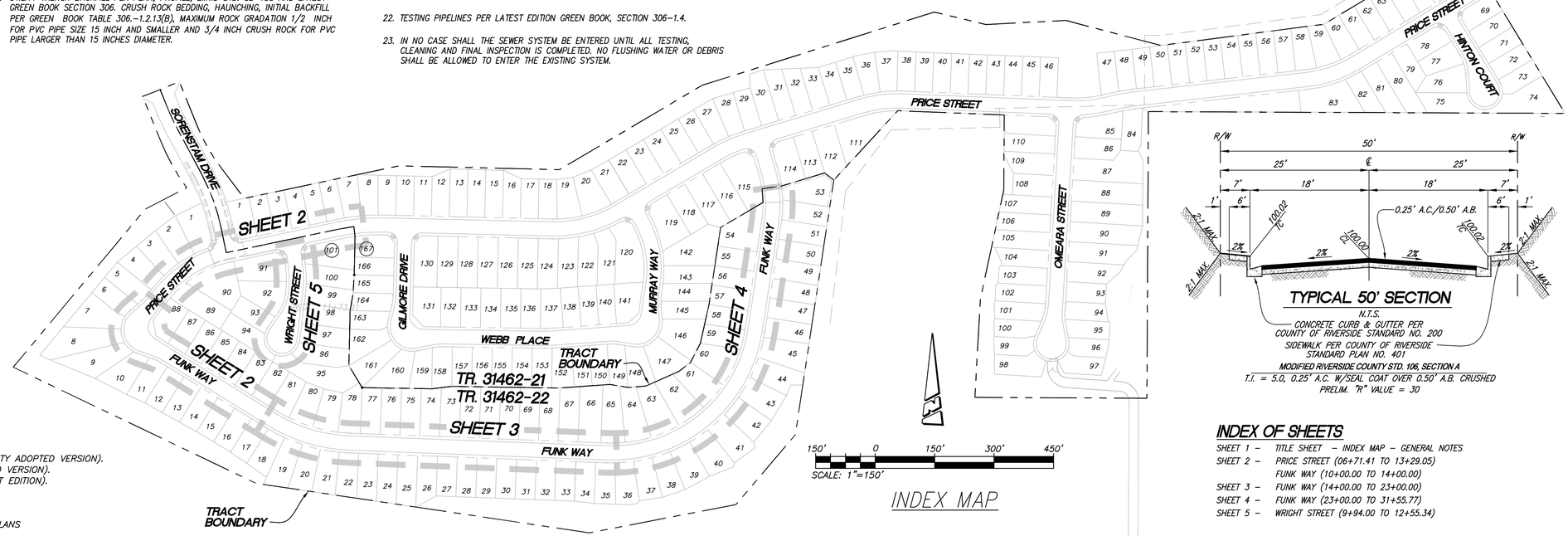
1. IT SHALL BE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
6. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.
7. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT NO. 1301-06.2-B-1, DATED MARCH 11, 2015.
8. PREPARED BY ADVANCED GEOTECHNICAL SOLUTIONS, INC. SHALL BE AVAILABLE UPON REQUEST.
9. ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING;SEWER, WATER, GAS, ELECTRIC;STORM DRAINS AND COMMUNICATION LINES.
10. ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
11. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION# 37, #39, AND #94 OF THE STATE STANDARD SPECIFICATION.
12. DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.
13. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS, WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSED CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
14. THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
15. THE CITY RESERVE THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.

CONSTRUCTION NOTES

ITEM	QTY.
① INSTALL 8" PVC SEWER MAIN	3,017 L.F.
② INSTALL PRECAST 4' CONCRETE MANHOLE PER EMWD STD. SB-53	13 EA.
③ INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177	105 EA.
④ INSTALL 4" BACKWATER VALVE (PER CITY OF BEAUMONT SPECIFICATIONS)	67 EA.
⑤ INSTALL PRECAST 4' CONCRETE TERMINUS MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-58	1 EA.

STANDARD DRAWINGS

1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461.
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITIONS.
3. E.M.W.D. STANDARD DRAWINGS



INDEX MAP

TYPICAL 50' SECTION

N.T.S.

CONCRETE CURB & GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 200

SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401

MODIFIED RIVERSIDE COUNTY STD. 106, SECTION A

T.I. = 5.0, 0.25' A.C. W/SEAL COAT OVER 0.50' A.B. CRUSHED
PRELIM. "R" VALUE = 30

INDEX OF SHEETS

SHEET 1 – TITLE SHEET – INDEX MAP – GENERAL NOTES
SHEET 2 – PRICE STREET (06+71.41 TO 13+29.05)
FUNK WAY (10+00.00 TO 14+00.00)
SHEET 3 – FUNK WAY (14+00.00 TO 23+00.00)
SHEET 4 – FUNK WAY (23+00.00 TO 31+55.77)
SHEET 5 – WRIGHT STREET (9+94.00 TO 12+55.34)

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1			

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

08/14/20 DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTY — No. 45920 Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 08/14/20
JOB NUMBER: 06.002.000

Reviewed By: Staff Engineer — Date: 8/31/2020
Recommended for Approval By: Administrative Engineer — Date: 8/31/2020
Approved By: City Engineer/Director of Public Works — Date: 09/11/2020

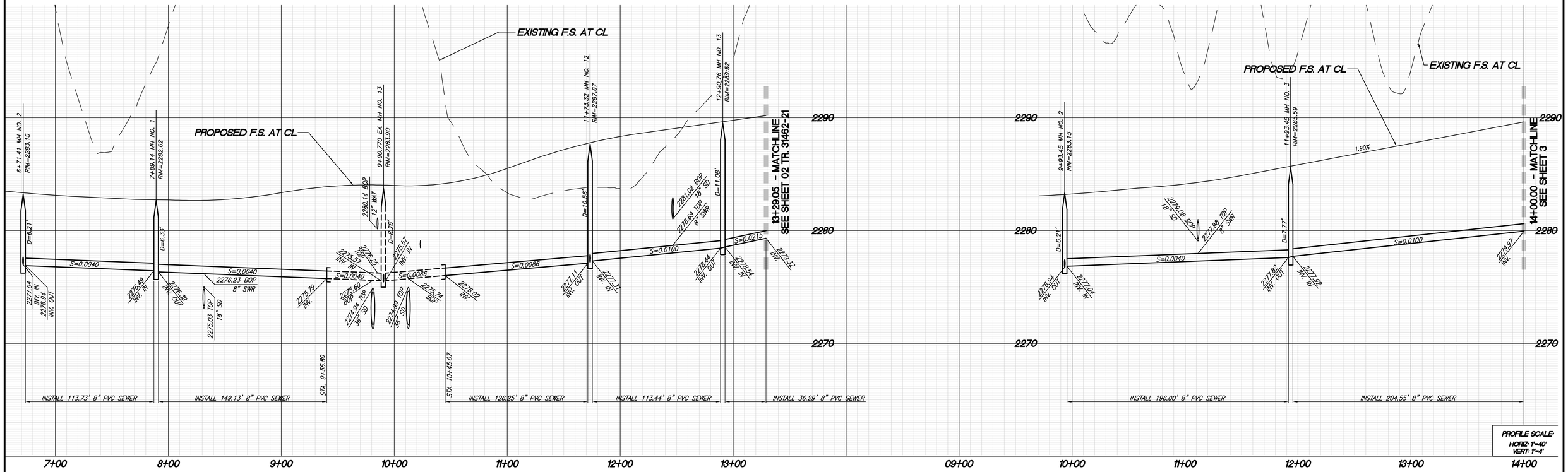
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

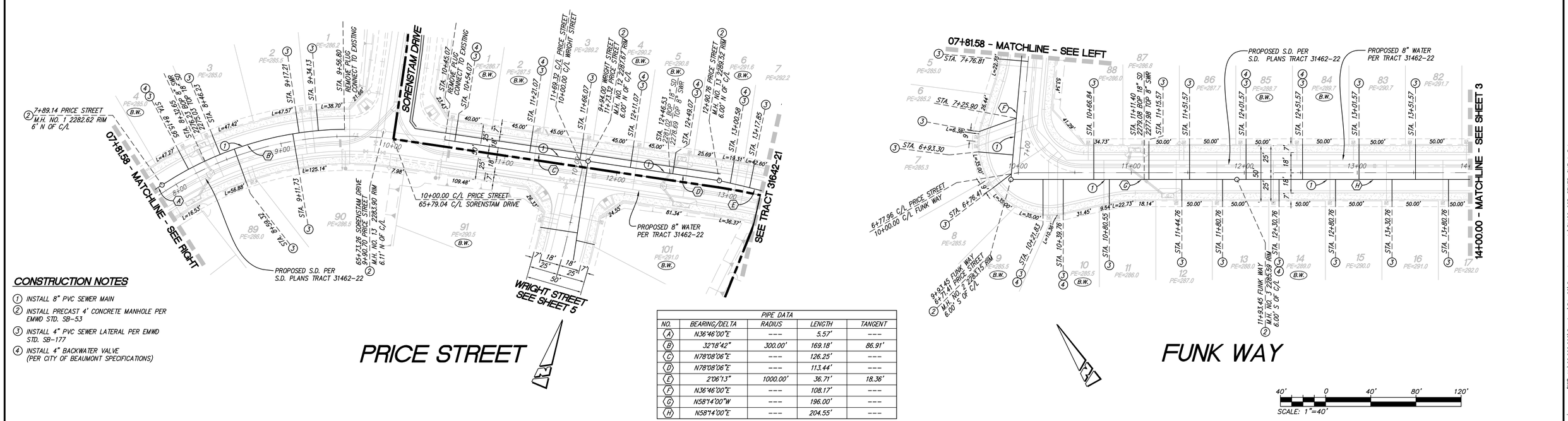
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-22

TITLE SHEET
VICINITY MAP - GENERAL NOTES

SHEET 1 OF 5 SHEETS
FILE NO: 3303

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-208-SEWER-SH1-1-5.dwg
Date: Aug 14, 2020 - 5:53am By: alex\





CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' CONCRETE MANHOLE PER EMWD STD. SB-53
3. INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177
4. INSTALL 4" BACKWATER VALVE (PER CITY OF BEAUMONT SPECIFICATIONS)

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N36°46'00"E	---	5.57'	---
B	32°18'42"	300.00'	169.18'	86.91'
C	N78°08'06"E	---	126.25'	---
D	N78°08'06"E	---	113.44'	---
E	2°06'13"	1000.00'	36.71'	18.36'
F	N36°46'00"E	---	108.17'	---
G	N58°14'00"W	---	196.00'	---
H	N58°14'00"E	---	204.55'	---

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Call 2 Working Days Before You Dig! 811

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DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LEMESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
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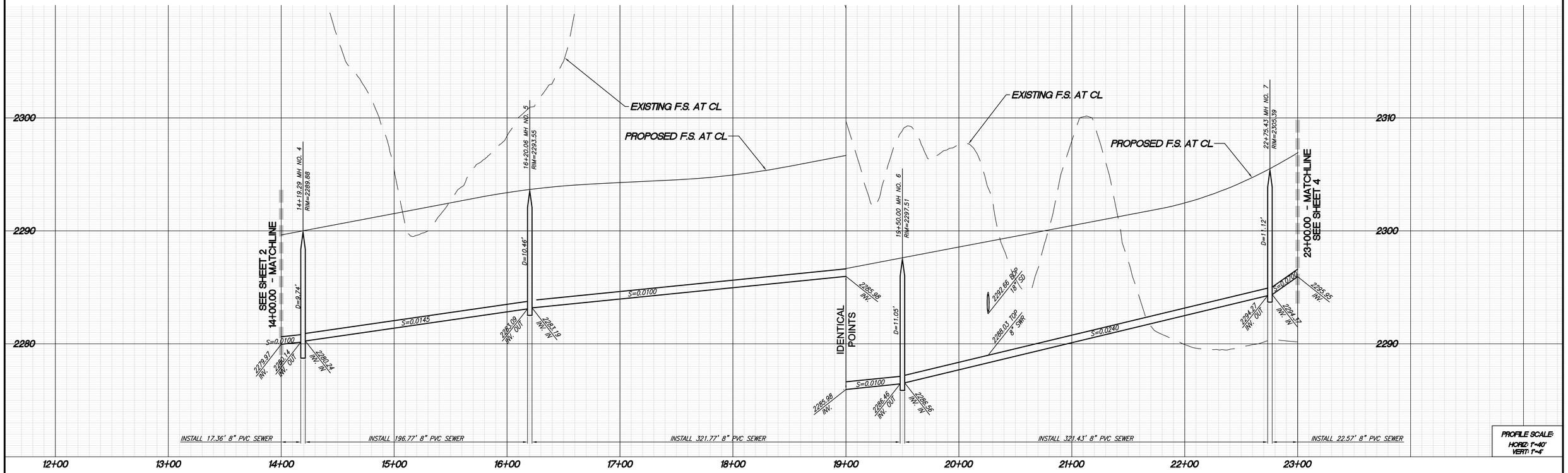
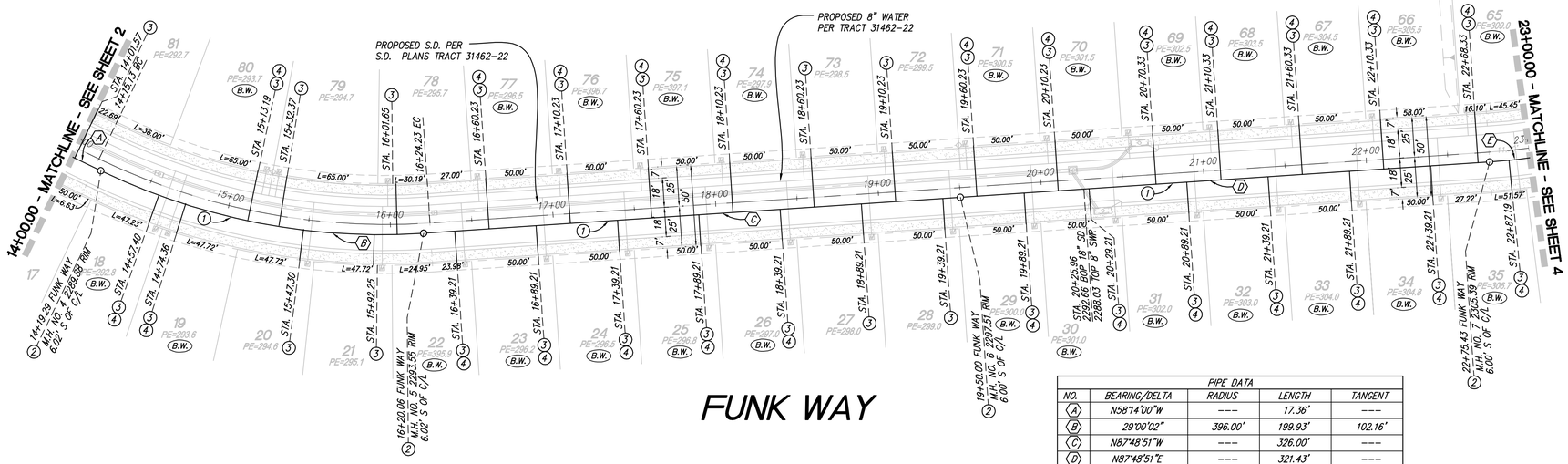
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-22
PRICE STREET
STA: 06+71.41 TO STA: 13+29.05
FUNK WAY
STA: 10+00.00 TO STA: 14+00.00

SHEET 2 OF 5 SHEETS
FILE NO: 3303

DWG: N:\06.002.000\Drawings\P-26\Sewer Improvements\31462-26B-SEWER-SHT-1-5.dwg
Plotted: Aug 14, 2020 - 5:53pm By: dlex





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3. INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177
4. INSTALL 4" BACKWATER VALVE (PER CITY OF BEAUMONT SPECIFICATIONS)

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N58°14'00"W	---	17.36'	---
B	29°00'02"	396.00'	199.93'	102.16'
C	N87°48'51"W	---	326.00'	---
D	N87°48'51"E	---	321.43'	---
E	3°32'54"	371.00'	22.98'	11.49'

SCALE: 1"=40'

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Call 2 Working Days Before You Dig! 811

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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

PROACTIVE ENGINEERING WEST

08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 08/14/20
JOB NUMBER: 06.002.000

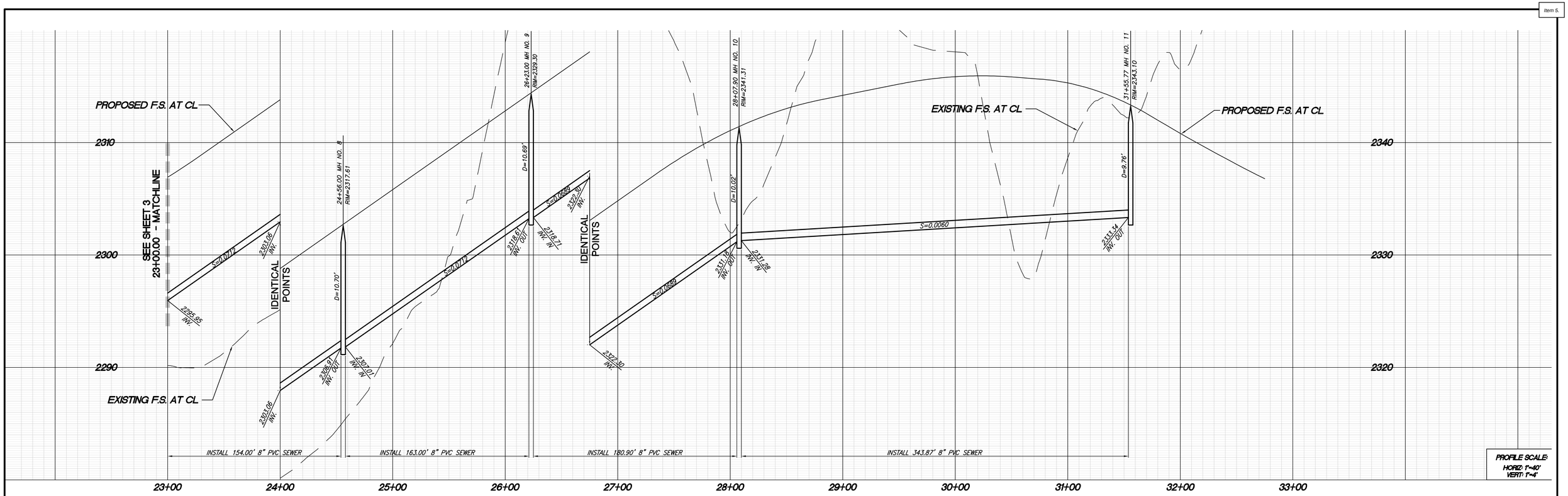
Reviewed By: Staff Engineer — Date: 8/31/2020
Recommended for Approval By: Administrative Engineer — Date: 8/31/2020
Approved By: City Engineer/Director of Public Works — Date: 09/11/2020

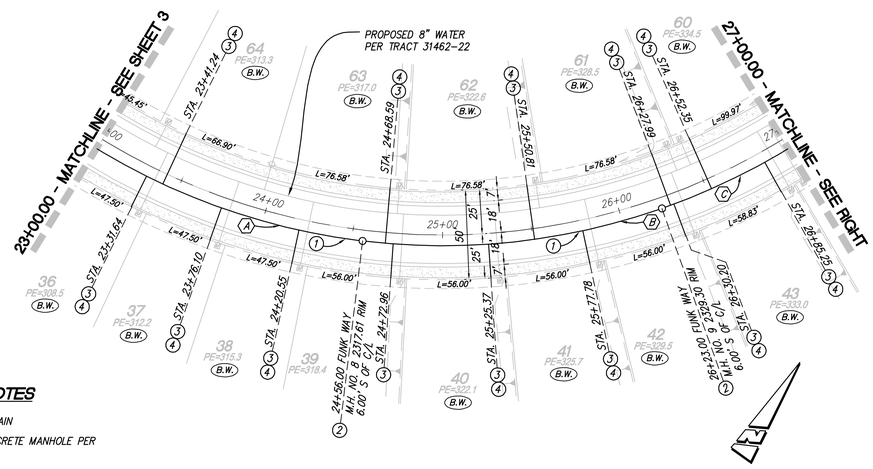
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

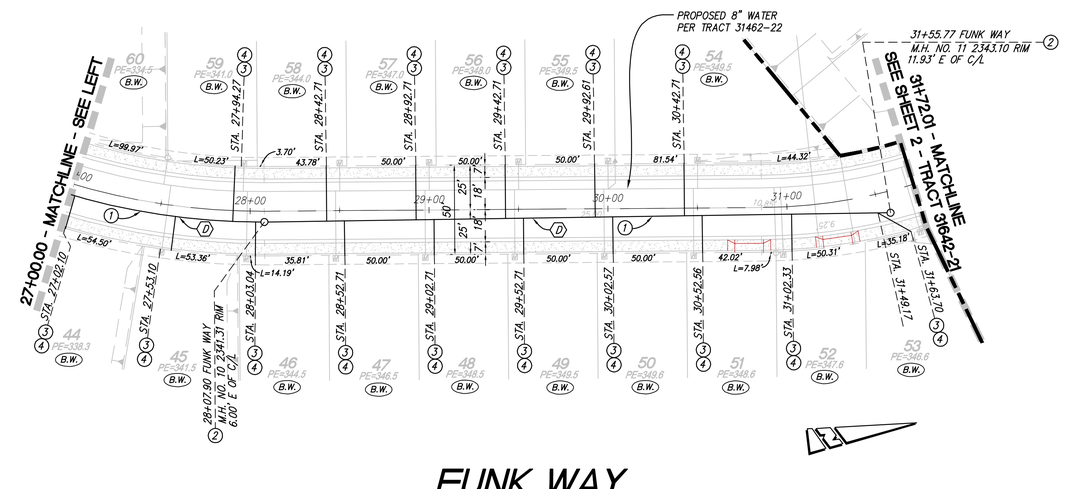
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-22
FUNK WAY
STA: 14+00.00 TO STA: 23+00.00

SHEET 3 OF 5 SHEETS
FILE NO: 3303

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-26B-SEWER-SHT1-5.dwg
Plotted: Aug 14, 2020 – 5:53pm By: dtex







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2. INSTALL PRECAST 4' CONCRETE MANHOLE PER EMWD STD. SB-53
3. INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177
4. INSTALL 4" BACKWATER VALVE (PER CITY OF BEAUMONT SPECIFICATIONS)

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	24°10'47"	371.00'	156.57'	79.47'
B	25°35'50"	371.00'	165.75'	84.28'
C	11°46'39"	371.00'	76.26'	38.27'
D	16°37'44"	371.00'	107.67'	54.22'
E	N8°11'06"E	---	346.00'	---

SCALE: 1"=40'

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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 08/14/20
JOB NUMBER: 06.002.000

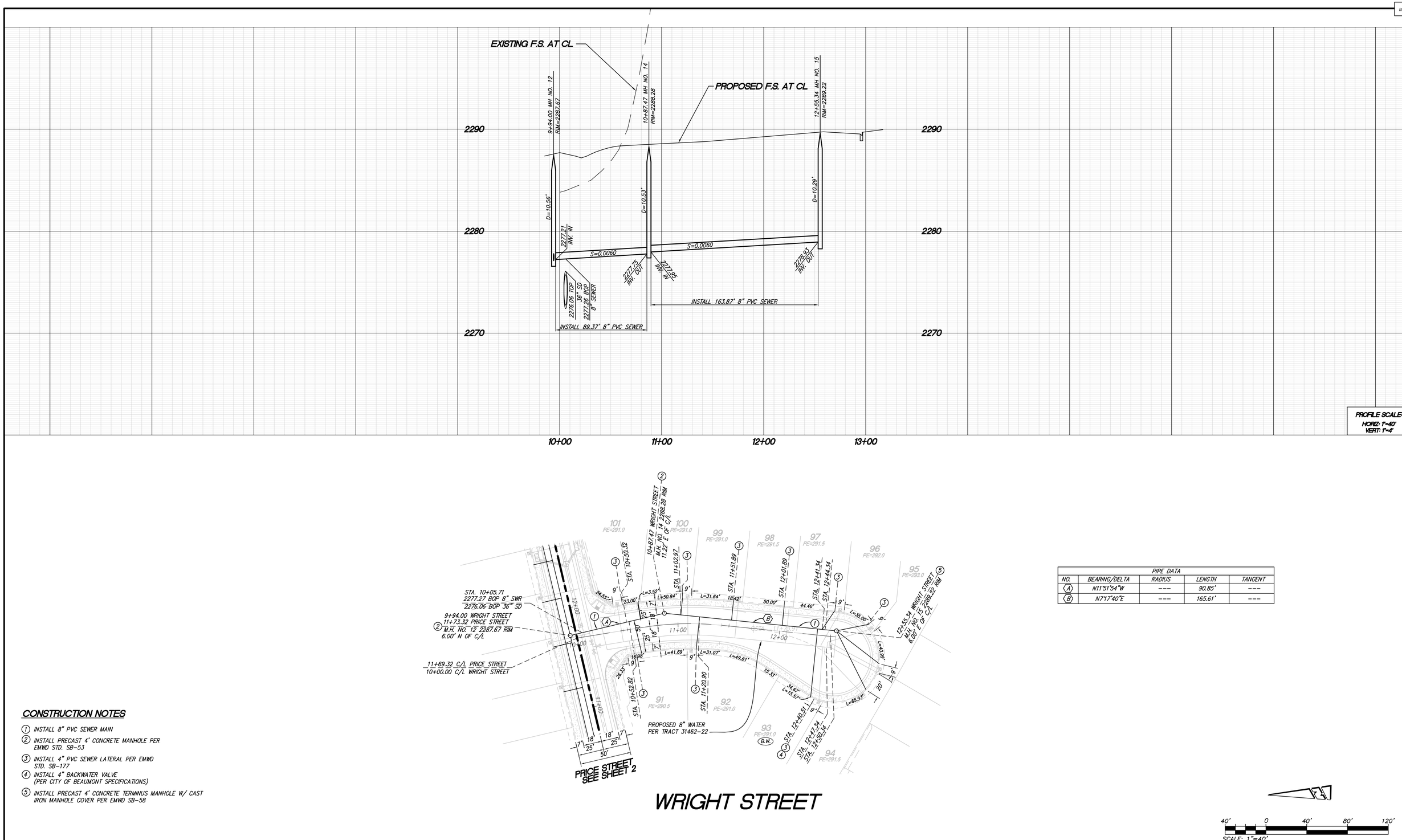
Reviewed By: Staff Engineer Date: 8/31/2020
Recommended for Approval By: Administrative Engineer Date: 8/31/2020
Approved By: City Engineer/Director of Public Works Date: 09/11/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-22
FUNK WAY
STA: 23+00.00 TO STA: 31+55.77

SHEET 4 OF 5 SHEETS
FILE NO: 3303

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-26B-SEWER-SHT1-1-5.dwg
Plotted: Aug 14, 2020 - 5:53pm By: dtex



PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N11°51'54"W	---	90.85'	---
B	N7°17'40"E	---	165.61'	---

CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' CONCRETE MANHOLE PER EMWD STD. SB-53
3. INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177
4. INSTALL 4" BACKWATER VALVE (PER CITY OF BEAUMONT SPECIFICATIONS)
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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 08/14/20
JOB NUMBER: 06.002.000

CITY of BEAUMONT
CALIFORNIA
INC. NOV. 18, 1912

Reviewed By: Staff Engineer Date: 8/31/2020
Recommended for Approval By: Administrative Engineer Date: 8/31/2020
Approved By: City Engineer/Director of Public Works Date: 09/11/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-22
WRIGHT STREET
STA: 09+94.00 TO STA: 12+55.34

SHEET 5 OF 5 SHEETS
FILE NO: 3303

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-26B-SEWER-SHT-1-5.dwg
Plotted: Aug 14, 2020 - 5:53pm By: alexj

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0846
Receipt No. R01224203
Fee $ 288.18
Date Paid 3/15/2022

BOND EXONERATION APPLICATION

[REPLACEMENT OF BOND - NOT EXONERATION]

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Rudy Provoost Phone 951-733-8867

2. Contact's Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/State/Zip

5. Contact's E-mail RRPROVOOST@DRHORTON.COM

3. Developer Name D R HORTON LOS ANGELES HOLDING COMPANY, INC. Phone 951-733-8867
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 2280 Wardlow Circle, Suite 100, Corona, CA 92880
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 1001124453 / TR 31462-21 / Sewer Improvements

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rudy Provoost 2/23/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

_____
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

_____

Print Name and Sign – Contact/Applicant Date

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-21

DATE OF AGREEMENT: March 9, 2022

NAME OF SUBDIVIDER: DR Horton Los Angeles Holding Company, Inc, a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Augusta at The Fairways subdivision consisting of 167 residential lots, _____, originally approved on _____, and Tentative Tract _____ ("Tract" or "Tentative Tract Map"), originally approved on _____.

FINAL TRACT MAP 31462-21 APPROVED ON _____ RECORDED ON 12-30-2020 AS INSTRUMENT NUMBER: 2020-0667574 ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 232,512.75 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 21BSBIV3417

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and _____, a _____, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) Two Hundred Thirty-Two Thousand Five Hundred Twelve and 75/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) Two Hundred Thirty-Two Thousand Five Hundred Twelve and 75/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Premium: $558.00 Bond No. 21BSBIV3417

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-21, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Hartford Fire Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two Hundred Thirty Two Thousand Five Hundred Twelve Dollars and 75/100 dollars ($232,512.75) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)	(Seal)
Hartford Fire Insurance Company **SURETY**	D.R. Horton Los Angeles Holding Company, Inc. **PRINCIPAL**
By:	By: Vicki Guillon
Name: Joshua Sanford	Name: Vicki Guillion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: One Hartford Plaza	By:
Hartford, CT 06155-0001	Name:
	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher , Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ (Notary Public Signature)

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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 4/6/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

Bond No. 21BSBIV3417

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and D.R. Horton Los Angeles Holding Company, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 8th, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ($232,512.75) dollars, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 1, 2022.

(Seal)	(Seal)
Hartford Fire Insurance Company **SURETY**	D.R. Horton Los Angeles Holding Company, Inc. **PRINCIPAL**
By:	By: Vicki Gullion
Name: Joshua Sanford	Name: Vicki Gullion
Title: Attorney-In-Fact	Title: Assistant Secretary
Address: One Hartford Plaza	By:
Hartford, CT 06155-0001	Name:
	Title:
	Address: 2280 Wardlow Circle, Suite 100
	Corona, CA 92878

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 Connecticut
County of Hartford

On April 1, 2022 (Date) before me, Brendan Fletcher, Notary Public (Name and Title of Notary)

personally appeared Joshua Sanford (Name and or Names of Signer(s))

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 CT that the foregoing paragraph is true and correct.

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025

Witness my hand and official seal.

Signature _____ Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Joshua Sanford *of* **Tampa, FL**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 21BSBIV3417 on behalf of D.R. Horton Los Angeles Holding Company, Inc. naming City of Beaumont as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say; that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 1, 2022.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SurePath POA 2021

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 4/6/2022 before me, Alyssa M. Bottinelli, Notary Public
(insert name and title of the officer)

personally appeared Vicki Gullion,
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.

ALYSSA M. BOTTINELLI
Notary Public - California
Riverside County
Commission # 2278107
My Comm. Expires Feb 19, 2023

Signature _____ **(Seal)**

PW2018-0268
File # 330

Rev. 05 06 2020

Basic Gov (Sales Force) #
File #

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 31462-21

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon LLC, a Delaware limited liability company ("DEVELOPER")

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-21 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By
Mayor

Date 10/6/2020

DEVELOPER

By SDC Fairway Canyon LLC

Date 7/14/2020

Title: Authorized Signatory

Address: 2392 Morse Avenue
Irvine, CA 92614

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 14, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

2015 Version www.NotaryClasses.com 800-873-9865

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  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Revised Form

Basic Gov (Sales Force) #
File #

Intract Sewer

EXHIBIT "A"

Bond No.: 1001124453
Premium: $3,488.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 14th, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-21 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two Hundred Thirty-Two Thousand Five* dollars ($ 232,512.75) 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. *Hundred Twelve & 75/100ths

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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 14, 2020.

(Seal)

American Contractors Indemnity Company

SURETY

By: _____

Name: Shane Wolf

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: _____

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 14, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☑ Other Authorized Signatory

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On July 14, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
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.

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023
INM1

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

American Contractors Indemnity Company
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

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  (Title)
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- ☑ Attorney-in-Fact
- ☐ Trustee(s)
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- Securely attach this document to the signed document with a staple.

Revised Form

Bond No.: 1001124453
Premium included with the Performance Bond

Intract Sewer

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, 31462-21 dated July 14th, 2020, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Two Hundred Thirty-Two* for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Thousand Five Hundred Twelve & 75/100 ($232,512.75)

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 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 14, 20 20.

(Seal)	(Seal)
American Contractors Indemnity Company	SDC Fairway Canyon, LLC
SURETY	**PRINCIPAL**
By:	By:
Name: Shane Wolf	Name: Dale Strickland
Title: Attorney-in-Fact	Title: Authorized Signatory
Address: 801 S. Figueroa St., Suite 700	By:
Los Angeles, CA 90017	Name:
	Title:
	Address: 2392 Morse Ave.
	Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 14, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

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Number of Pages _____ Document Date_____

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Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
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2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Seventy Five Million****** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of JUL 14 2020

Corporate Seals

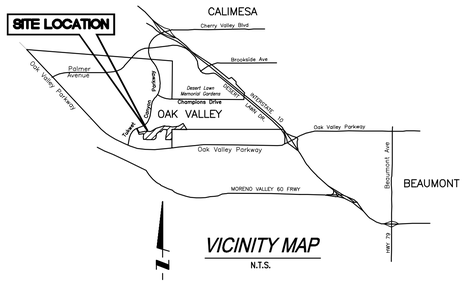
Bond No. 1001124453

Agency No. 16590

Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-21



VICINITY MAP
N.T.S.

APPLICANT/SUBDIVIDER:

ARGENT MANAGEMENT
2692 MORSE AVENUE
IRVINE, CA 92614
OFFICE: (949) 241-8403
CONTACT: CHERRYL THOMPSON

ABBREVIATIONS

FG	FINISH GRADE
FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L OR CL	CENTERLINE
R/W	RIGHT-OF-WAY
LAT	LATERAL
STA	STATION
PROP	PROPOSED
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
EX.	EXISTING
MIN.	MINIMUM
MAX.	MAXIMUM
TYP.	TYPICAL
T.O.P.	TOP OF PIPE
B.O.P.	BOTTOM OF PIPE
WTR	WATER
SWR	SEWER

LEGEND

	TRACT BOUNDARY
	RIGHT OF WAY
	PROPOSED 8" & 10" SEWER MAIN
	PROPOSED 4" SEWER SERVICE
○	SEWER MANHOLE
	PROPOSED WATER BY OTHERS
	PROPOSED 8" WATER
	PROPOSED WATER SERVICE
PE=2367.1	PAD ELEVATION
(2367.1)	EXISTING ELEVATION
(B.W.)	PROPOSED BACKWATER VALVE
"WYE" STATION @ MAIN	
SEWER LATERAL CALLOUT	10+35.22
CONSTRUCTION NOTE REFERENCE	6

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTY RCE 45920 — DATE 08/14/20
EXPIRATION DATE 12-31-20

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

SEWER NOTES

1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND EASTERN MUNICIPAL WATER DISTRICT'S (EMWD) GUIDELINES.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH EMWD STD. SB-53. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTION TO THE MANHOLE CENTERLINE.
7. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
8. PROVIDE BACKWATER VALVES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
9. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF THE PIPE CENTERLINE ON TOP OF PIPE BEDDING.
10. SEWER LATERAL SHALL BE TYPE "A" PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.
11. DEVELOPER SHALL HAVE GEOTECHNICAL/ SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, EMWD STD. SB-158 AND LATEST GREEN BOOK SECTION 306. CRUSH ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.-1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.
13. TRENCHING AND EXCAVATION PER 29 CFR 1926.651AND 1926.652 OR COMPARABLE OSHA-APPROVED STATE PLAN REQUIREMENTS.
14. FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF THE PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED, OTHERWISE PROVIDE A SOILS REPORT/ SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.
15. MAX VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10FT/SEC DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2FT/SEC DESIGN FLOW (MAX DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.085, 12"-0.0660, 15"-0.0500, 18"-0.3700, 21"-0.0300, 24"0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES- 0.020, MAIN LINES 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0012, 24"-0.0010.
16. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLE WATER LINE SHALL BE IN ACCORDANCE WITH CALIFORNIA HEALTH DEPARTMENT.
17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.
18. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER EMWD STD. SB-53.
19. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLES OR SURFACE IRREGULARITIES.
20. MANHOLE SPACING - THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET.
21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH EMWD STD. SB-52. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.
22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.
23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

GENERAL NOTES

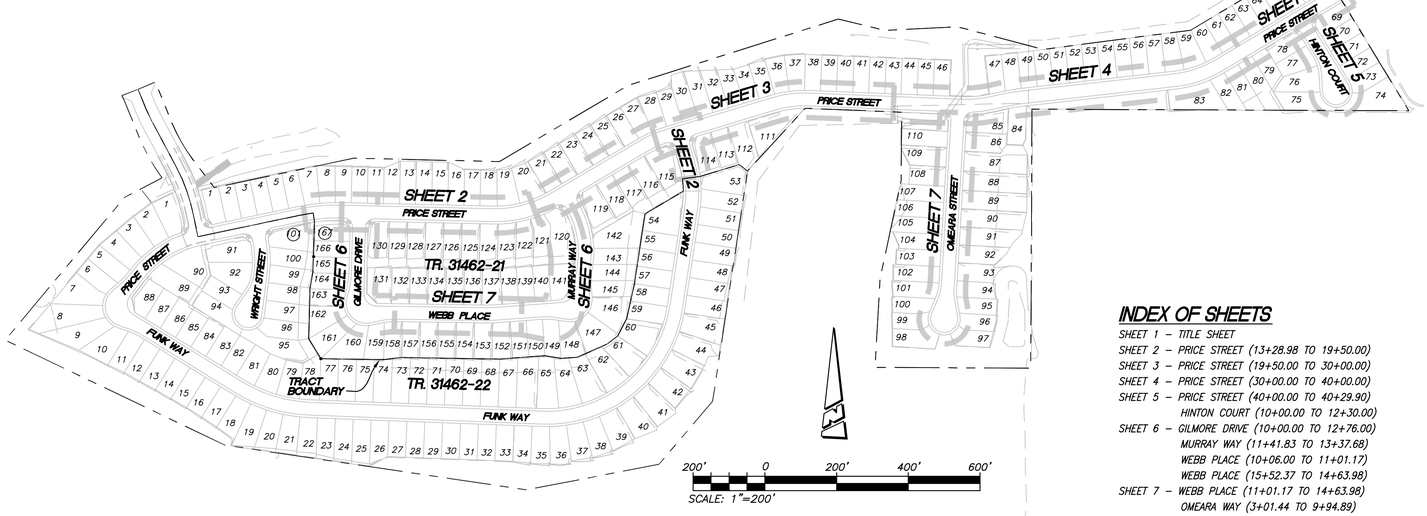
1. IT SHALL BE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
6. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.
7. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT NO. 1301-06.2-B-1, DATED MARCH 11, 2015.
8. PREPARED BY ADVANCED GEOTECHNICAL SOLUTIONS, INC. SHALL BE AVAILABLE UPON REQUEST.
9. ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:SEWER, WATER, GAS, ELECTRIC,STORM DRAINS AND COMMUNICATION LINES.
10. ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
11. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION# 37, #39, AND #94 OF THE STATE STANDARD SPECIFICATION.
12. DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.
13. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS, WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSED CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
14. THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
15. THE CITY RESERVE THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.

STANDARD DRAWINGS

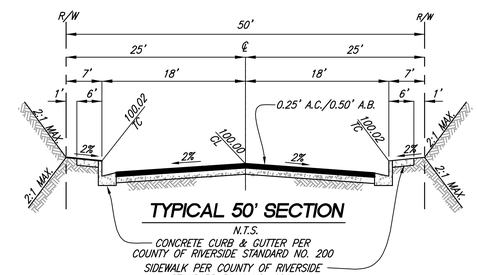
1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461.
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITIONS.
3. EMWD STANDARD DRAWINGS

CONSTRUCTION NOTES

ITEM	QTY.
① INSTALL 8" PVC SEWER MAIN	3,048 L.F.
② INSTALL PRECAST 4' CONCRETE MANHOLE PER EMWD STD. SB-53	15 EA.*
③ INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177	132 EA.
④ INSTALL 15" PVC SEWER MAIN	730 L.F.
⑤ INSTALL 4" BACKWATER VALVE (PER CITY OF BEAUMONT SPECIFICATIONS)	117 EA.
⑥ INSTALL PRECAST 4' CONCRETE TERMINUS MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-58	3 EA.
⑦ REMOVE EXISTING SEWER MANHOLE	2 EA.
⑧ ABANDONED EXISTING SEWER LATERALS IN PLACE	6 EA.
⑨ REMOVE EXISTING SEWER MAIN	391 L.F.
⑩ ADJUST MANHOLE TO GRADE & REWORK BOTTOM CHANNEL	4 EA.



INDEX MAP



TYPICAL 50' SECTION
N.T.S.
CONCRETE CURB & GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 200
SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
MODIFIED RIVERSIDE COUNTY STD. 108, SECTION A
T.I. = 5.0, 0.25" A.C. W/SEAL COAT OVER 0.50" A.B. CRUSHED
PRELIM. "R" VALUE = 30

INDEX OF SHEETS

SHEET 1 - TITLE SHEET
SHEET 2 - PRICE STREET (13+28.98 TO 19+50.00)
SHEET 3 - PRICE STREET (19+50.00 TO 30+00.00)
SHEET 4 - PRICE STREET (30+00.00 TO 40+00.00)
SHEET 5 - PRICE STREET (40+00.00 TO 40+29.90)
HINTON COURT (10+00.00 TO 12+30.00)
SHEET 6 - GILMORE DRIVE (10+00.00 TO 12+76.00)
MURRAY WAY (11+41.83 TO 13+37.68)
WEBB PLACE (10+06.00 TO 11+01.17)
WEBB PLACE (15+52.37 TO 14+63.98)
SHEET 7 - WEBB PLACE (11+01.17 TO 14+63.98)
OMEARA WAY (3+01.44 TO 9+94.89)

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARDS SPECIFICATIONS AND STANDARD DRAWINGS.

STANDARD SPECIFICATIONS

1. STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION).
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION).
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATCH" (MOST CURRENT CITY ADOPTED LATEST EDITION).
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATION.

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

08/14/20 DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTY — No. 45920 — Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY:	PEC
DRAWN BY:	PEC
CHECKED BY:	PEC
SCALE:	AS NOTED
DATE:	08/14/20
JOB NUMBER:	06.002.000

Reviewed By: Staff Engineer — Date: 8/31/2020
Recommended for Approval By: Administrative Engineer — Date: 8/31/2020
Approved By: City Engineer/Director of Public Works — Date: 09/11/2020

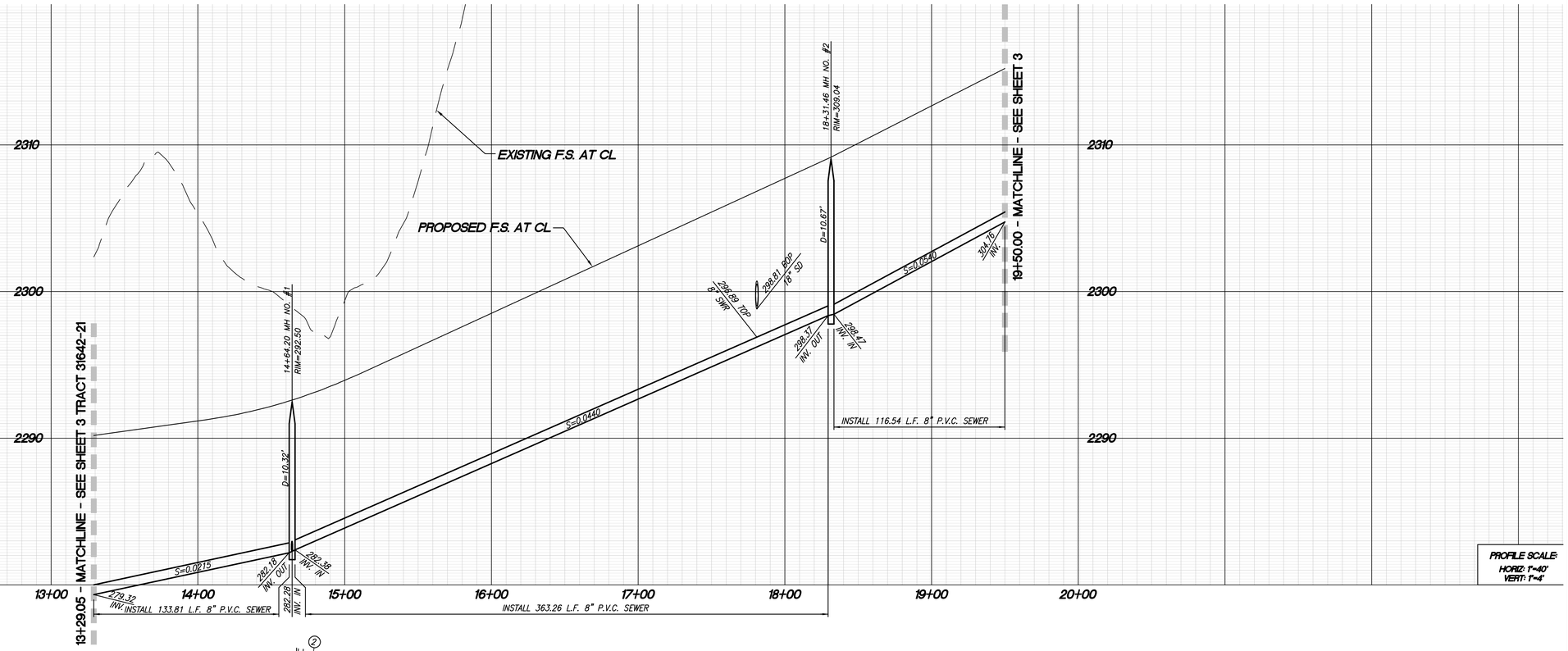
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-21

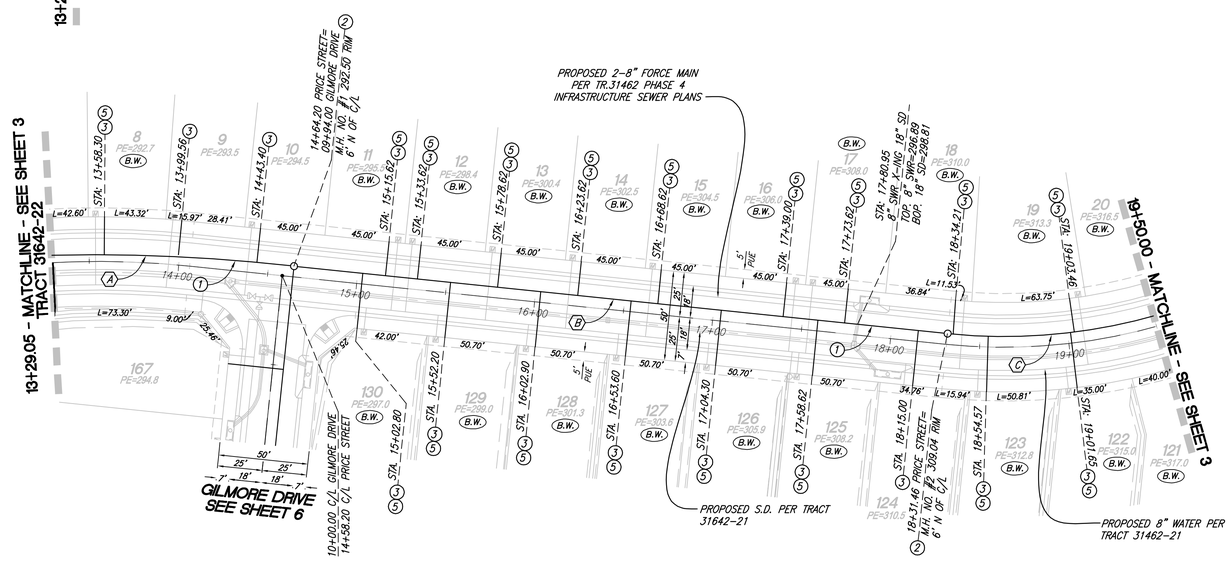
TITLE SHEET
VICINITY MAP - GENERAL NOTES

SHEET 1 OF 7 SHEETS
FILE NO: 3302

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-26A-SEWER-SHT-1-7.dwg
Plotted: Aug 14, 2020 - 5:36pm By: dlex



PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	07°40'01"	1000.00'	133.81'	67.01'
(B)	N88°38'13"W	---	363.26'	---
(C)	21°11'25"	309.00'	116.54'	57.80'



CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' CONCRETE MANHOLE PER EMWD STD. SB-53
3. INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177
4. INSTALL 15" PVC SEWER MAIN
   * (2 EA.) TO TIE TO EXISTING 15" SS
5. INSTALL 4" BACKWATER VALVE (PER CITY OF BEAUMONT SPECIFICATIONS)

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LEMESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 08/14/20
JOB NUMBER: 06.002.000

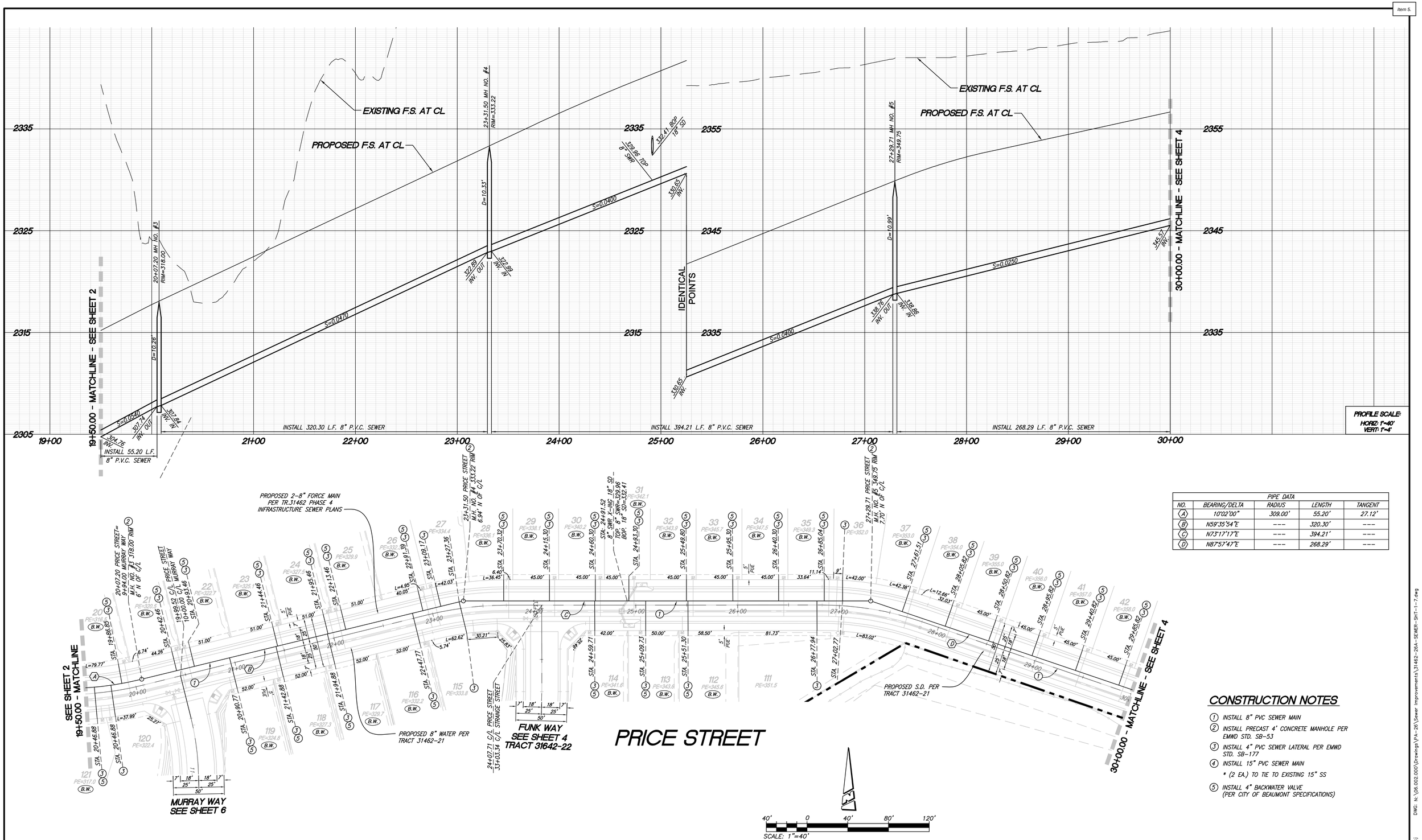
Reviewed By: Staff Engineer — Date: 8/31/2020
Recommended for Approval By: Administrative Engineer — Date: 8/31/2020
Approved By: City Engineer/Director of Public Works — Date: 09/11/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-21
PRICE STREET
STA: 13+28.98 TO STA: 19+50.00

SHEET 2 OF 7 SHEETS
FILE NO: 3302

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-26A-SEWER-SHT-1-7.dwg
Plotted: Aug 14, 2020 - 5:37pm By: alex)



PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	10°02'00"	309.00'	55.20'	27.12'
B	N59°35'54"E	---	320.30'	---
C	N73°17'17"E	---	394.21'	---
D	N87°57'47"E	---	268.29'	---

CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' CONCRETE MANHOLE PER EMWD STD. SB-53
3. INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177
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   * (2 EA.) TO TIE TO EXISTING 15" SS
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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1			
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LEWESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

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CHECKED BY: PEC
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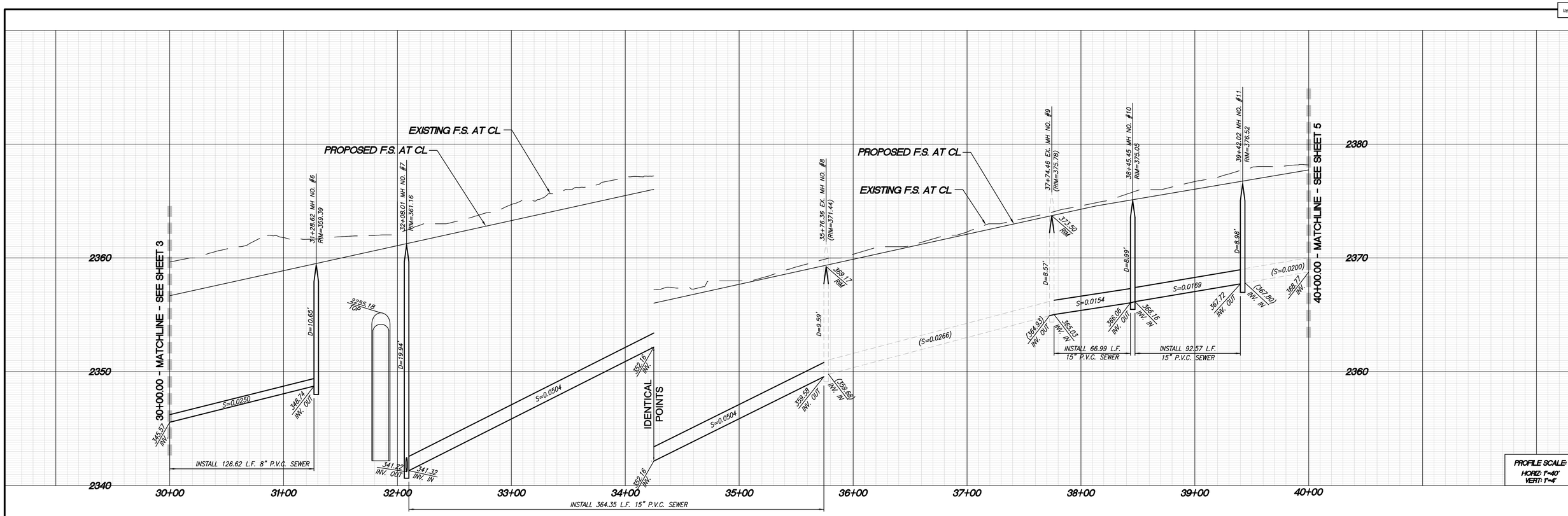
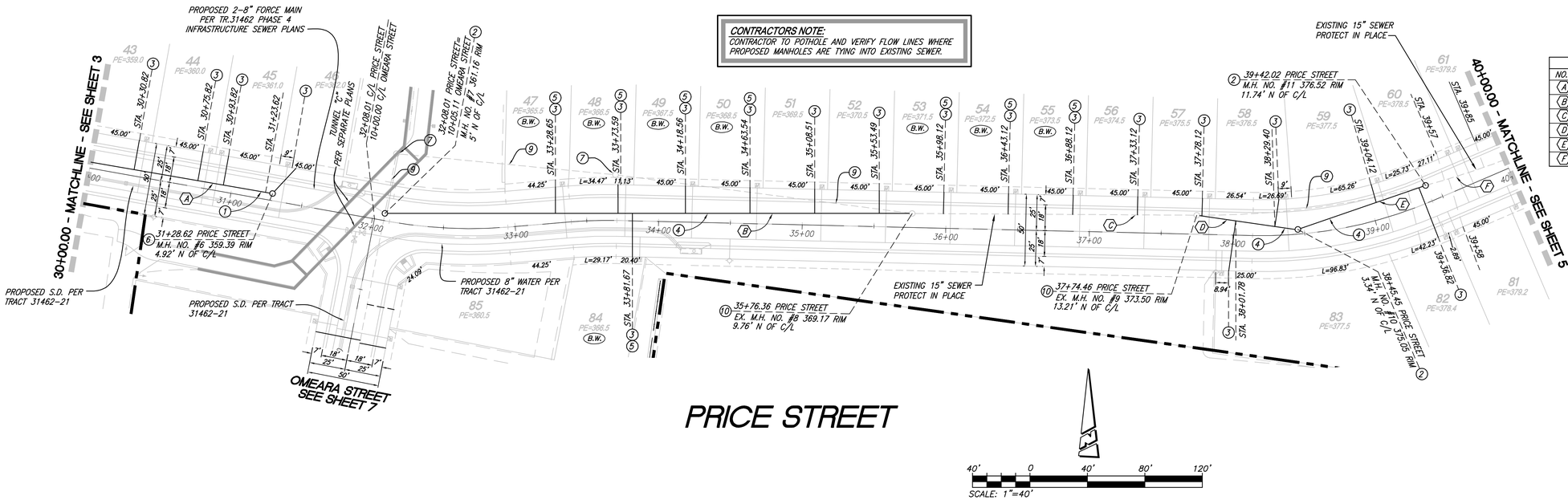
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-21
PRICE STREET
STA: 19+50.00 TO STA: 30+00.00

SHEET 3 OF 7 SHEETS
FILE NO: 3302

DWG: N:\06.002.000\Drawings\PA-28\Sewer Improvements\31462-28A-SEWER-SHT1-17.dwg
Dated: Aug 14, 2020 - 5:37pm By: alex)





CONTRACTORS NOTE:
CONTRACTOR TO POTHOLE AND VERIFY FLOW LINES WHERE PROPOSED MANHOLES ARE TYING INTO EXISTING SEWER.

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N87°57'47"W	---	126.62'	---
B	N82°13'50"E	---	364.35'	---
C	N82°34'54"E	---	194.10'	---
D	N89°35'17"W	---	66.99'	---
E	N63°13'58"E	---	92.57'	---
F	S25°29"	594.02'	53.98'	28.14'

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6. INSTALL PRECAST 4' CONCRETE TERMINUS MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-58
7. REMOVE EXISTING SEWER MANHOLE.
9. REMOVE EXISTING SEWER MAIN
10. ADJUST MANHOLE TO GRADE & REWORK BOTTOM CHANNEL

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811

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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LEMESTEF No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 08/14/20
JOB NUMBER: 06.002.000

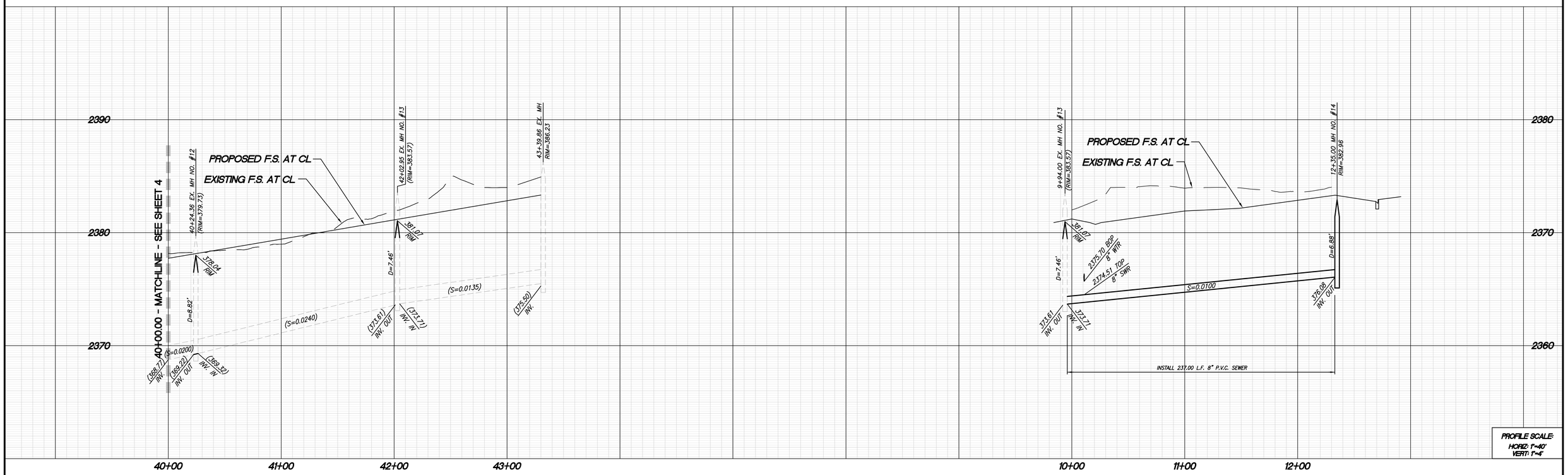
Reviewed By: Staff Engineer Date: 8/31/2020
Recommended for Approval By: Administrative Engineer Date: 8/31/2020
Approved By: City Engineer/Director of Public Works Date: 09/11/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

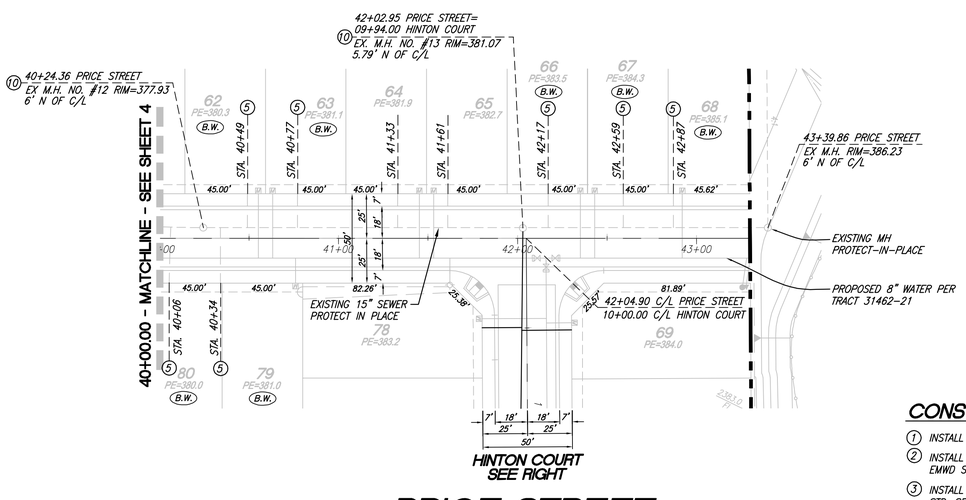
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-21
PRICE STREET
STA: 30+00.00 TO STA: 40+00.00

SHEET 4 OF 7 SHEETS
FILE NO: 3302

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-26A-SEWER-SHT-1-7.dwg
Plotted: Aug 14, 2020 - 5:38pm By: alex



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



PRICE STREET

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N31°17'26"W	---	237.04'	---

CONTRACTORS NOTE:
CONTRACTOR TO POTHOLE AND VERIFY FLOW LINES WHERE PROPOSED MANHOLES ARE TYING INTO EXISTING SEWER

CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
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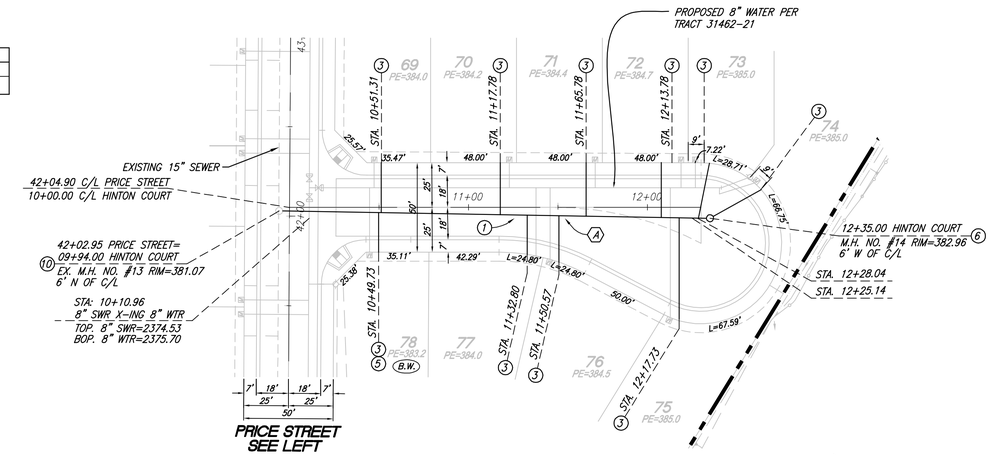
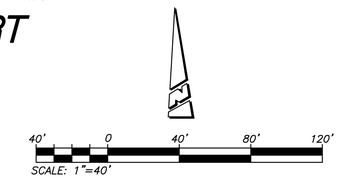
6. INSTALL PRECAST 4' CONCRETE TERMINUS MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-58
10. ADJUST MANHOLE TO GRADE & REWORK BOTTOM CHANNEL



HINTON COURT



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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1			

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENTSETZ — No. 45920 Exp. 12/31/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 08/14/20
JOB NUMBER: 06.002.000

CITY of BEAUMONT CALIFORNIA INC.NOV.18, 1912

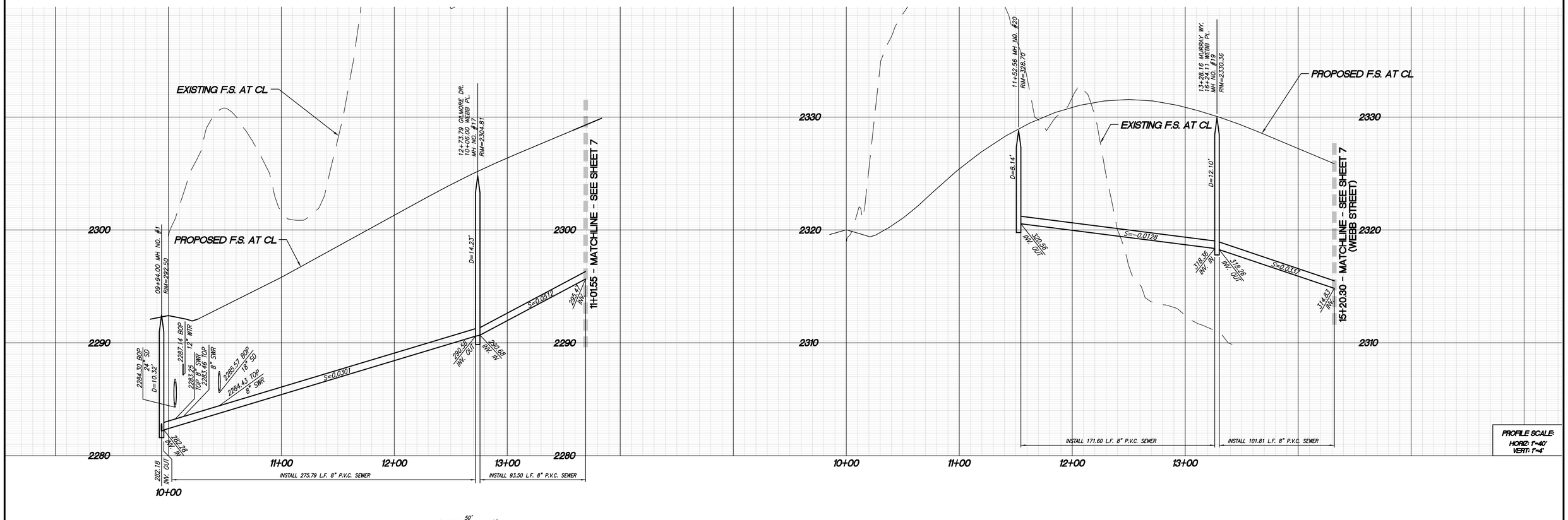
Reviewed By: Staff Engineer — Date: 8/31/2020
Recommended for Approval By: Administrative Engineer — Date: 8/31/2020
Approved By: City Engineer/Director of Public Works — Date: 09/11/2020

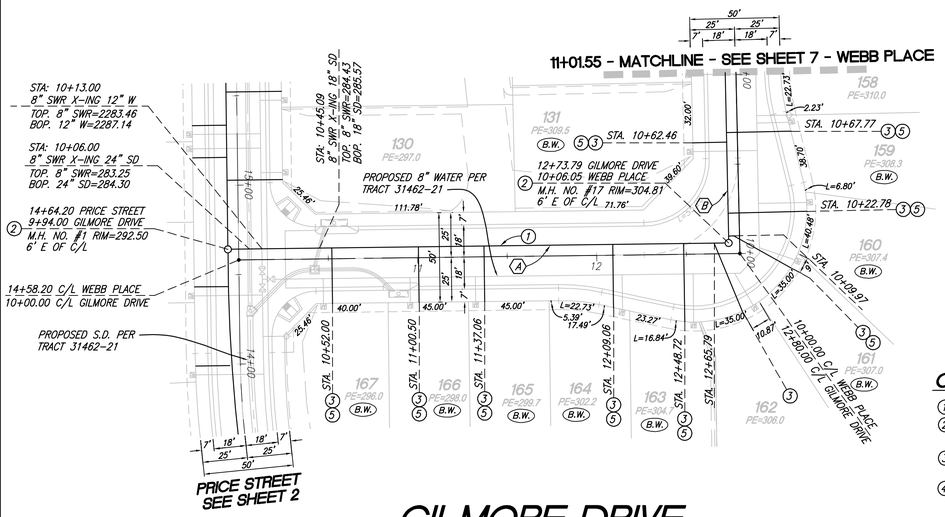
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

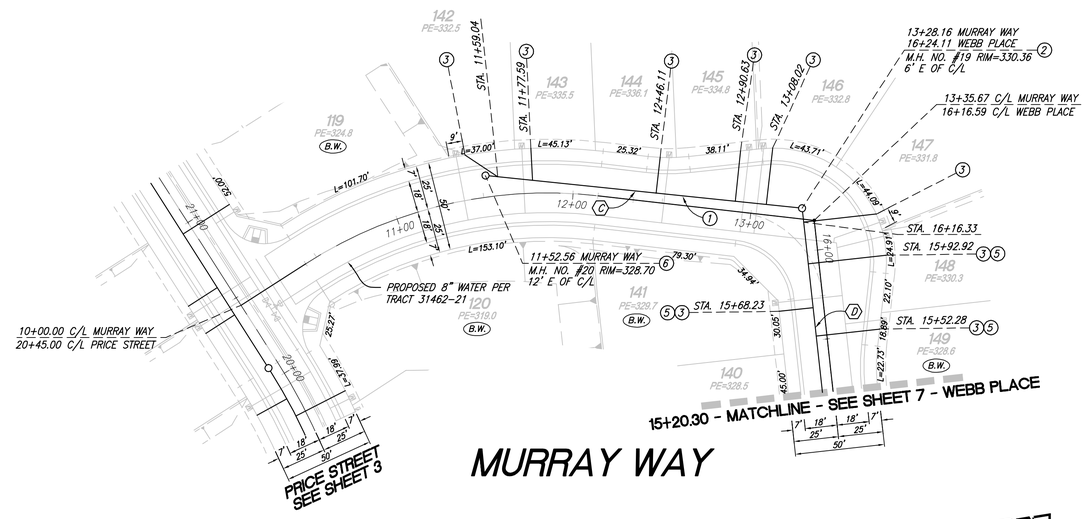
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-21
PRICE STREET
STA: 40+00.00 TO STA: 40+29.90
HINTON COURT
STA: 10+00.00 TO STA: 12+30.00

SHEET 5 OF 7 SHEETS
FILE NO: 3302

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-26A-SEWER-SHT1-7.dwg
Plotted: Aug 14, 2020 - 5:38pm By: alex)







CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' CONCRETE MANHOLE PER EMWD STD. SB-53
3. INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177
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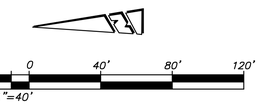
6. INSTALL PRECAST 4' CONCRETE TERMINUS MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-58

PIPE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N1°21'49"E	---	275.79'	---
B	N89°07'56"W	---	93.50'	---
C	N07°59'37"E	---	171.60'	---
D	N85°48'38"E	---	101.81'	---



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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LEWTERS No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 08/14/20
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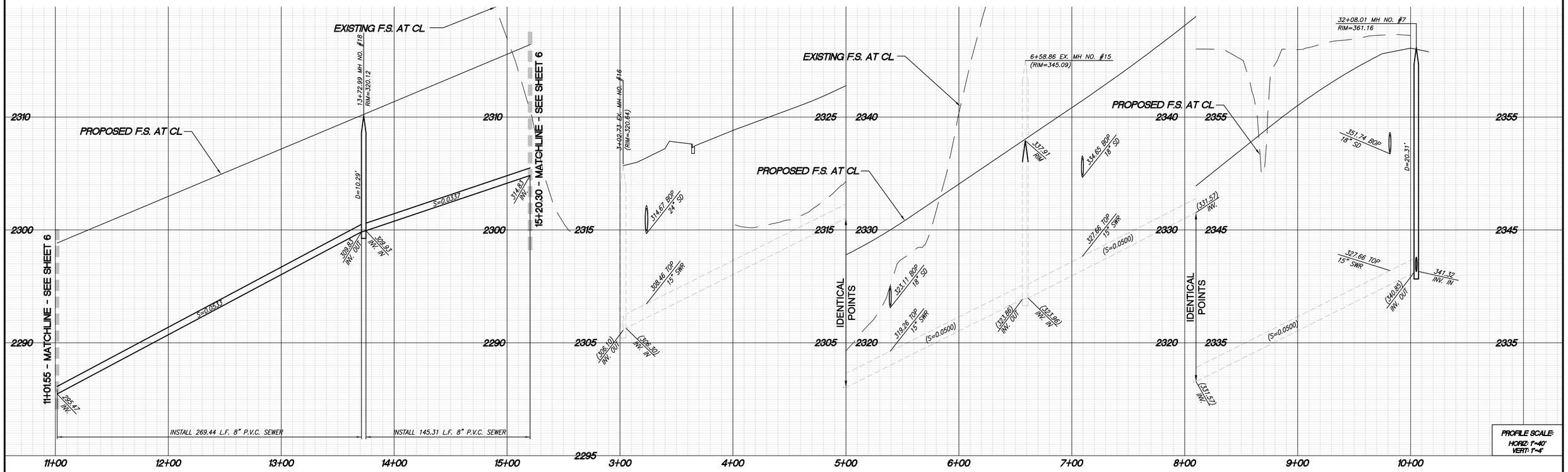
Reviewed By: Staff Engineer — Date: 8/31/2020
Recommended for Approval By: Administrative Engineer — Date: 8/31/2020
Approved By: City Engineer/Director of Public Works — Date: 09/11/2020

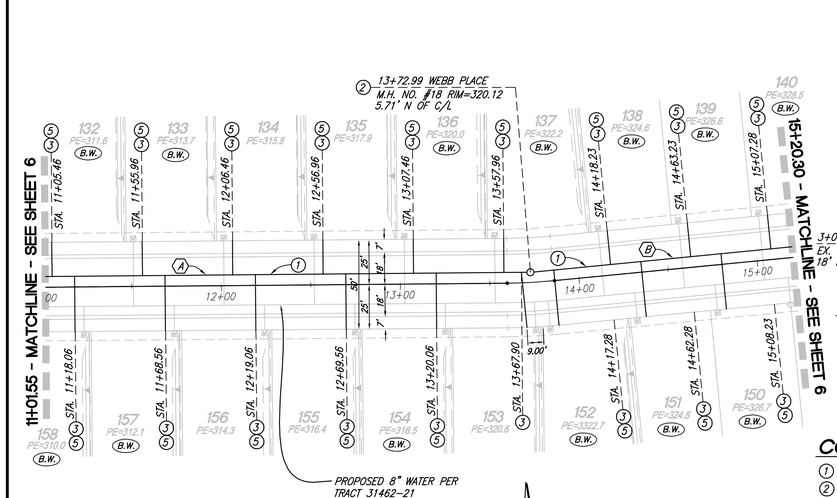
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-21
GILMORE DRIVE STA: 10+00.00 TO 12+76.00
WEBB PLACE STA: 10+06.00 TO 11+01.17
MURRAY WAY STA: 11+41.83 TO 13+37.68
STA: 15+52.37 TO 14+63.98

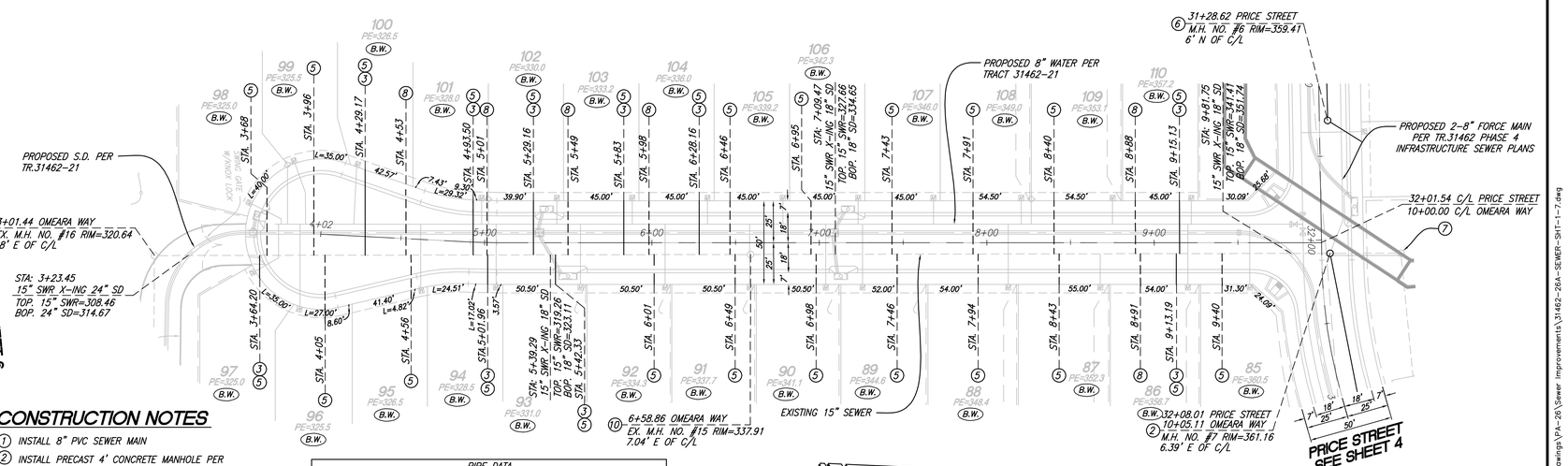
SHEET 6 OF 7 SHEETS
FILE NO: 3302

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-26A-SEWER-SHT-1-7.dwg
Plotted: Aug 14, 2020 - 5:39pm By: alex





WEBB PLACE



OMEARA WAY

CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' CONCRETE MANHOLE PER EMWD STD. SB-53
3. INSTALL 4" PVC SEWER LATERAL PER EMWD STD. SB-177
4. INSTALL 15" PVC SEWER MAIN * (2 EA.) TO TIE TO EXISTING 15" SS
5. INSTALL 4" BACKWATER VALVE (PER CITY OF BEAUMONT SPECIFICATIONS)
7. REMOVE EXISTING SEWER MANHOLE.
8. ABANDONED EXISTING SEWER LATERALS IN PLACE.
10. ADJUST MANHOLE TO GRADE & REWORK BOTTOM CHANNEL

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N88°38'11"W	---	269.44'	---
B	N88°38'11"W	---	145.31'	---

CONTRACTORS NOTE:
CONTRACTOR TO POTHOLE AND VERIFY FLOW LINES WHERE PROPOSED MANHOLES ARE TYING INTO EXISTING SEWER

SCALE: 1"=40'

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ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6640
PROACTIVE ENGINEERING WEST

08/14/20
DATE
R.C.E. 45920 EXP. 12-31-2020

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/20 CIVIL STATE OF CALIFORNIA

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TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-21
WEBB PLACE
STA: 11+01.17 TO STA: 14+63.98
OMEARA WAY
STA: 3+01.44 TO STA: 9+94.89

SHEET 7 OF 7 SHEETS
FILE NO: 3302

DWG: N:\06.002.000\Drawings\PA-26\Sewer Improvements\31462-26A-SEWER-SHT-1-7.dwg
Plotted: Aug 14, 2020 - 5:40pm By: alex

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE May 3, 2022

SUBJECT: Final Approval of Parcel Map No. 37938

Background and Analysis:

As part of the development process to subdivide a parcel(s) in accordance with the Subdivision Map Act, a tentative map is reviewed and approved by the Planning Commission and City Council. During the review process, City staff reviews conditions of approval provided by all City departments and prepares final conditions to be issued with the tentative map approval. Once a tentative map is approved by City Council and conditions have been satisfied, final approval by City Council is required to complete the subdivision process.

On October 6, 2020, City Council approved Tentative Parcel Map No. 37938 subject to the completion of the conditions of approval. Tentative Parcel Map No. 37938 proposes to subdivide 2.08 acres into two (2) commercial lots and is shown in Attachment A. Parcel 1 is 1.09 acres and occupies the east half of the subject property and is currently being developed for a 7-Eleven gas station and convenience store. Parcel 2 is 0.87 acres and is located on the western half of the property and is currently in the permitting stages for a Dutch Bros Coffee stand.

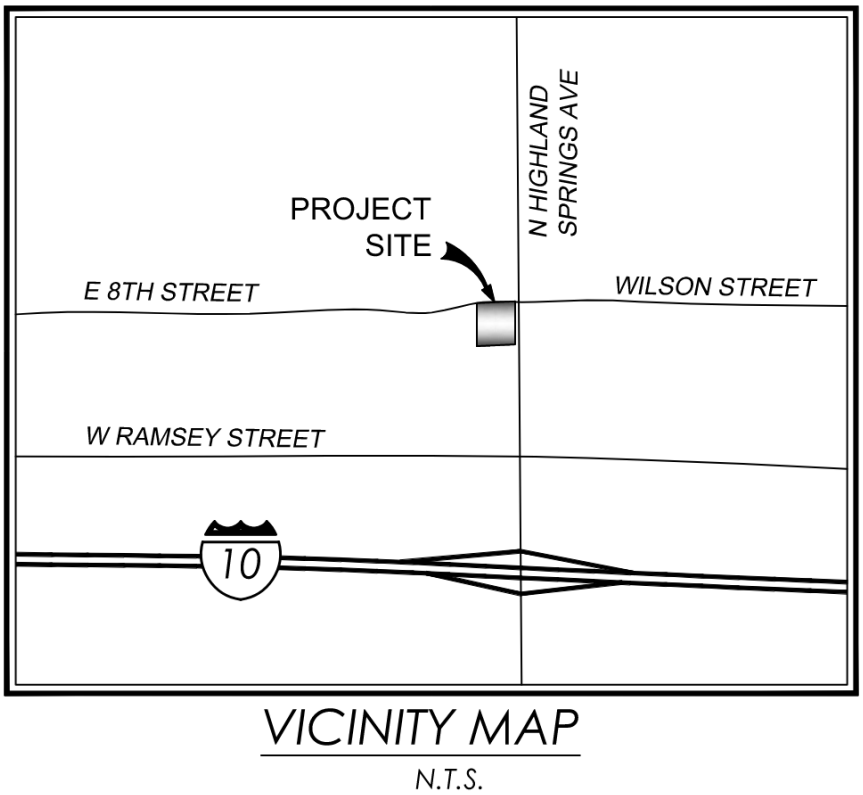


Figure 1 - Vicinity Map

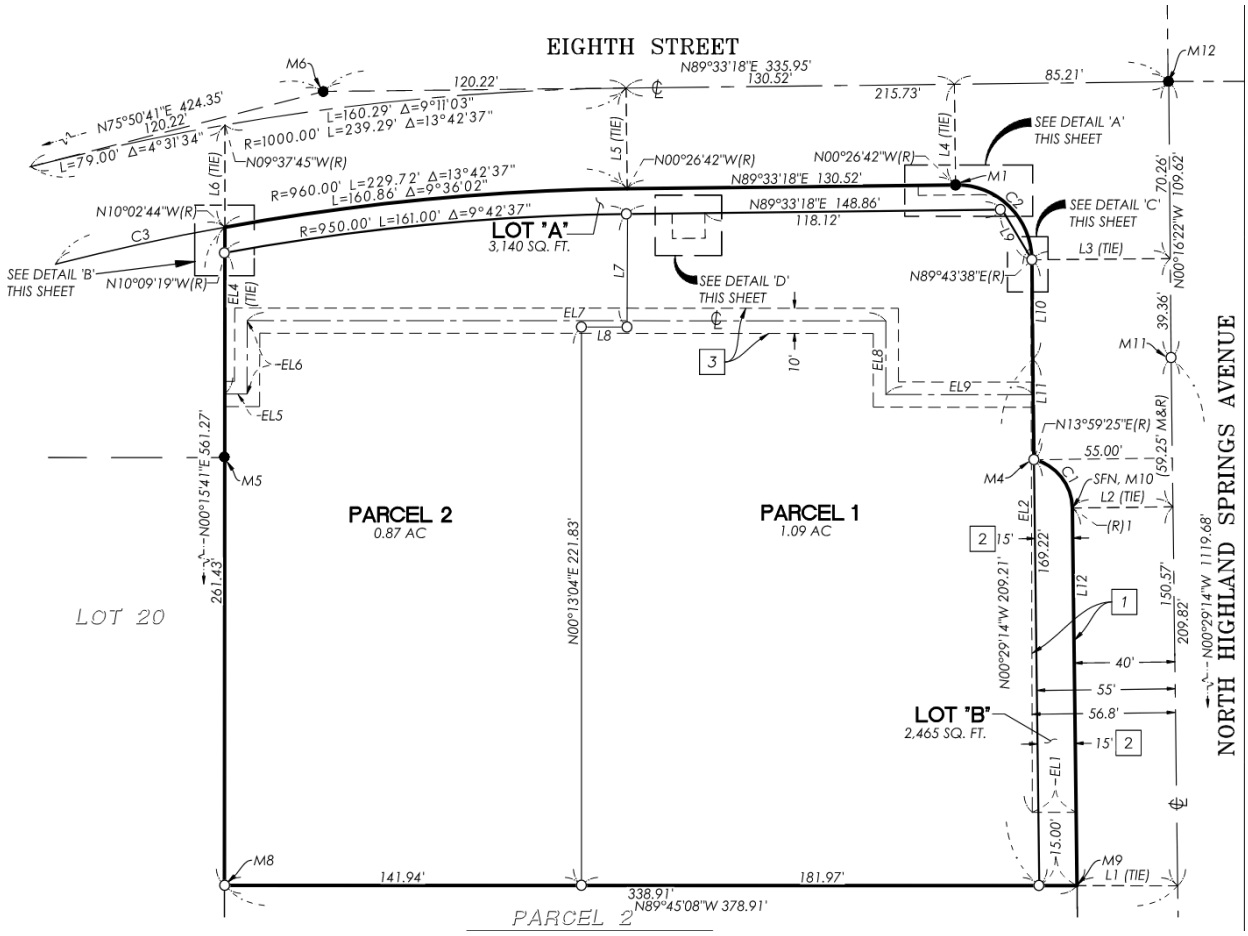


Figure 2 - PM 37938 Boundary

Per Beaumont Municipal Code 16.36.080, The City Engineer has certified that:

(A) He has examined the map.
(B) The land division as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof.
(C) All provisions of the Subdivision Map Act and all City ordinances applicable at the time of approval of the tentative map have been complied with.
(D) He is satisfied that the map is technically correct.
(E) In the City Surveyors certificate, the date of approval of the tentative map and the date of expiration are stated.

Subsequently, City staff recommends the Final Map be approved pursuant to Section 16.36.090 of the Beaumont Municipal Code. However, if the Council determines that the division of land does not conform to all the requirements of the Subdivision Map Act, amended Development Agreement, and Beaumont Municipal Code applicable at the time of the tentative map and any rulings made thereunder, they may disapprove the map; provided, however, the division of land shall not be disapproved due to technical or inadvertent errors which can easily be corrected and, in the opinion of the City Engineer, do not materially affect the validity of the map.

There are several public street improvements required as part of the development of this division of land. As of the date of this report, only some of the public improvements have been completed. Therefore, in accordance with the Subdivision Map Act and Beaumont Municipal Code 16.56.010, the land divider shall enter into an agreement with the City to complete the improvements and in connection therewith shall furnish the City improvement security in the amounts required by Section 16.56.040 of said Beaumont Municipal Code.

In addition to the public improvements, there are several survey monuments required to be set as part of this division of land. The Subdivision Map Act requires that at least one exterior boundary line of the land being subdivided be adequately monumented or referenced before the map is recorded. The land divider has certified that at least one exterior boundary lines is monumented prior to the date of this report. Furthermore, the Subdivision Map Act and Beaumont Municipal Code 16.36.100 states that interior monuments need not be set at the time the map is recorded, if the engineer or surveyor certifies on the map that the monuments will be set on or before a specified later date, and if the land divider furnishes security guaranteeing the payment of the cost of setting such monuments.

The land divider has previously provided security agreements and security in the form of bonds for all public improvements and survey monuments. The following table is a summary of the improvements and corresponding bonds:

Table 1. Parcel Map No. 37938 Bond Summary	
Improvement	**Status**
Street	Previously Approved by City Council on August 17, 2021
Storm Drain	N/A
Sewer	N/A
Survey Monuments	Previously Approved by City Council on April 19, 2022

Fiscal Impact:

The cost to prepare this staff report is estimated at $350.

Recommended Action:

Approve Parcel Map No. 37938 as it is in substantial conformance with the approved tentative map.

Attachments:

A. Parcel Map No. 37938

NUMBER OF PARCELS: 4
2 NUMBERED PARCELS AND 2 LETTERED LOTS
TOTAL GROSS AREA= 2.08 ACRES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC JANUARY, 2021

RECORDER'S STATEMENT:

FILED THIS _____DAY OF _____, 20____ AT _____M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF THE CITY OF BEAUMONT.

NO. _____
FEE _____
PETER ALDANA, ASSESSOR – COUNTY CLERK – RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
TO THE CITY OF BEAUMONT, LOT "A" AND LOT "B", FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
TO BEAUMONT CHERRY VALLEY WATER DISTRICT THE "PUBLIC UTILITY" EASEMENT AS SHOWN HEREON, FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES.

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: EVERGREEN DEVELOPMENT COMPANY-2019, LLC., AN ARIZONA LIABILITY COMPANY
ITS: MANAGER

BY: EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION
ITS: MANAGER

BY: _____

PRINT NAME: LAURA ORTIZ

ITS: PRESIDENT

DATE: 2-1-2022

BENEFICIARY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, HOLDER OF BENEFICIAL INTERESTS UNDER DEED OF TRUST RECORDED FEBRUARY 18, 2021 AS DOCUMENT NO. 2021-0106421, OFFICIAL RECORDS.

BY: _____ DATE: 2-2-2022

Anthony Allred
PRINT NAME / PRINT TITLE

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

ABANDONMENT NOTE

PURSUANT TO SECTION 66445 (j) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THAT CERTAIN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED IN RIVERSIDE COUNTY BOARD OF SUPERVISOR'S RESOLUTION, RECORDED NOVEMBER 13, 1962 AS INSTRUMENT NO. 104649 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

CITY OF BEAUMONT, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED AUGUST 31, 1970 AS INSTRUMENT NO. 85601 OF OFFICIAL RECORDS.

CITY OF BEAUMONT, HOLDER OF AN EASEMENT FOR PUBLIC ROAD PURPOSES, RECORDED NOVEMBER 6, 1975 AS INSTRUMENT NO. 138162 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS, COMMUNICATIONS AND INCIDENTAL PURPOSES, RECORDED APRIL 16, 2021 AS INSTRUMENT NO. 2021-238031 OF OFFICIAL RECORDS.

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 32,600.00

DATE: February 24, 2022 THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED.

MATTHEW JENNINGS
COUNTY TAX COLLECTOR BY: Marin Mendoza, DEPUTY

TAX BOND STATEMENT:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 32,600.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS. THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED.

DATE: February 24, 2022

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR BY: Marin Mendoza, DEPUTY

BEAUMONT CHERRY VALLEY WATER DISTRICT CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTEREST OF THE WATER FACILITIES EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM OWNER, EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATE: February 9, 2022

BY: _____
BEAUMONT CHERRY VALLEY WATER DISTRICT

ITS: General Manager

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF EVERGREEN DEVCO IN DECEMBER, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

_____ 1/27/2022
MICHAEL J. KNAPTON, L.S. 8012, EXP. 12-31-22 DATE

LICENSED LAND SURVEYOR
MICHAEL J. KNAPTON
No. 8012
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED PARCEL MAP NO. 37938, CONSISTING OF 4 SHEETS, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH.
TENTATIVE MAP NO. 37938 APPROVED ON OCTOBER 6, 2020 AND EXPIRES ON OCTOBER 6, 2022.

DATED: APRIL 26, 2022

_____
JEFF HART, CITY ENGINEER
R.C.E. 70910

_____

I HEREBY STATE THAT I HAVE EXAMINED PARCEL MAP NO. 37938, CONSISTING OF 4 SHEETS, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: MARCH 21, 2022

_____
JAY S. FAHRION, PROFESSIONAL LAND SURVEYOR
P.L.S. 8207

PROFESSIONAL LAND SURVEYOR
JAY S. FAHRION
No. LS.8207
STATE OF CALIFORNIA

BEAUMONT CITY COUNCIL CERTIFICATE :

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON _____ AND THAT THEREUPON SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

THE DEDICATION IN FEE FOR PUBLIC PURPOSES, LOT "A" AND LOT "B" AS SHOWN HEREON FOR STREET AND PUBLIC UTILITY PURPOSES IS ACCEPTED ON BEHALF OF THE PUBLIC, AND PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE EASEMENTS AS NOTED HEREON.

DATED: _____, 20____ BY: _____
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC *JANUARY, 2021*

NOTARY 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 ARIZONA
COUNTY OF MARICOPA) SS
ON 2-1-2022 *BEFORE ME,* PEGGY DOANE, *NOTARY PUBLIC*
PERSONALLY APPEARED LAURA ORTIZ

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 ARIZONA *THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.*

WITNESS MY HAND.

SIGNATURE Peggy Doane
Peggy Doane
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS IN Maricopa *COUNTY*
MY COMMISSION EXPIRES 6/6/2022
MY COMMISSION NUMBER 546452

PEGGY DOANE
Notary Public, State of Arizona
Maricopa County
My Commission Expires
June 06, 2022

NOTARY 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 Arizona
COUNTY OF Maricopa) SS
ON 2/2/22 *BEFORE ME,* Peggy Doane, *NOTARY PUBLIC*
PERSONALLY APPEARED Anthony Allred

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.

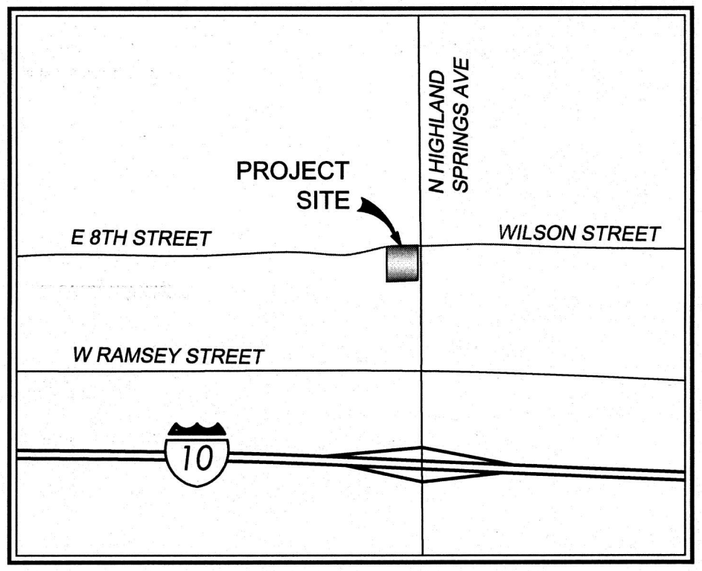
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF Arizona *THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.*

WITNESS MY HAND.

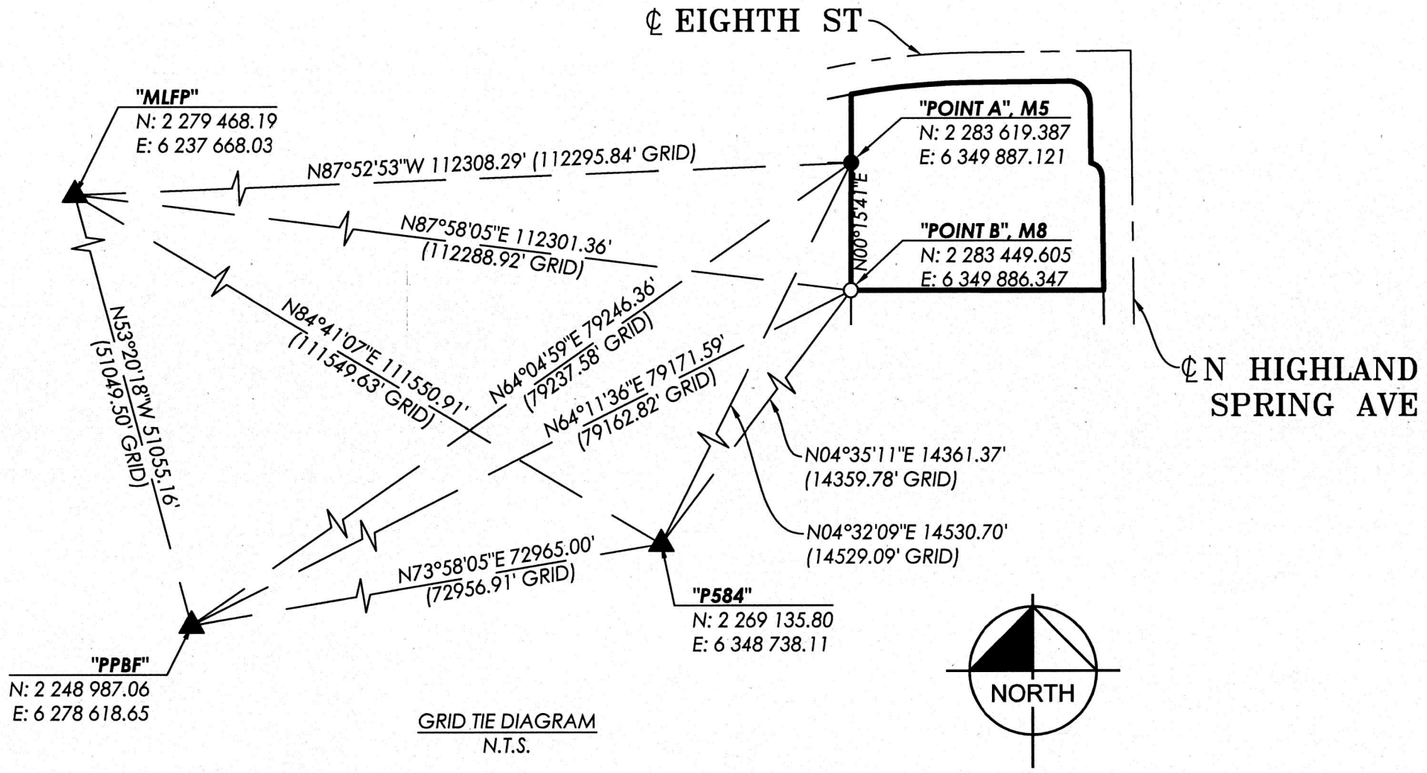
SIGNATURE Peggy Doane
Peggy Doane
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS IN Maricopa *COUNTY*
MY COMMISSION EXPIRES 6/6/22
MY COMMISSION NUMBER 546452

PEGGY DOANE
Notary Public, State of Arizona
Maricopa County
My Commission Expires
June 06, 2022



VICINITY MAP
N.T.S.



GRID TIE DIAGRAM
N.T.S.

BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6 EPOCH 2010.00, BASED LOCALLY ON NGS CORS CONTROL STATIONS "P584", "PPBF" AND "MLFP" AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999889195. CALCULATIONS ARE MADE AT "POINT A" WITH COORDINATES OF N: 2 283 619.387, E: 6 349 887.121, USING AN ELEVATION OF 2600.47' NGVD29.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC JANUARY, 2021

BOUNDARY ESTABLISHMENT

LINE DATA TABLE

-	BEARING (M)	LENGTH (M)	BEARING (R)	LENGTH (R)
L1	N00° 15' 41"E	40.63'		
L2	N89° 45' 08"W	40.00'		
L3	N89° 44' 52"W	40.00'	(S89°51'45"W)	(39.98')
L4	N89° 33' 18"E	120.22'	(S89°10'30"W)	(120.08')
L5	N75° 50' 41"E	120.22'	(S75°28'50"W)	(120.08')
L6	N00° 16' 22"W	39.47'	(N00°43'39"W)	(39.40')
L7	N00° 29' 14"W	39.99'	(N00°50'43"W)	(40.07')

SEE SHEET 4 FOR SET MONUMENT NOTES

REFERENCES:

R1 PM NO. 5570, PMB 10/34

R2 MB 19/41

R3 RS 127/100

R4 PM NO. 35789, PMB 242/56

R5 CR11-1065

R6 CR11-1066

LEGEND:

●	INDICATES MONUMENT FOUND AS NOTED
℄ OR CL	CENTER LINE
( )	INDICATES RECORD DATA PER R1 UNLESS NOTED OTHERWISE
PP	PLASTIC PLUG
SFN	SEARCHED FOUND NOTHING
BC	BEGINNING OF CURVE
IP	IRON PIPE
N.T.S	NOT TO SCALE
AC	ACRE
SQ. FT.	SQUARE FOOT
Ⓘ	ESTABLISHED BY INTERSECTION
(CFR)	CALCULATED FROM RECORD
(R)	INDICATES RADIAL BEARING

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

MONUMENT AND ESTABLISHMENT NOTES:

M1 FD 3/4" IP ILLEGIBLE, FLUSH IN DIRT IN LIEU OF 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 2851", ACCEPTED AS BC OF CURVE ON THE S'LY LINE OF 8TH STREET, AS SHOWN BY R1.

M2 FD 3/4" IP ILLEGIBLE AND BENT E'LY, DOWN 0.1' IN DIRT, NOT ACCEPTED, POINT LIES S15°26'42"W, 0.31' FROM ANGLE POINT IN W'LY LINE OF NORTH HIGHLAND SPRINGS AVE.

M3 SFN, ESTABLISHED BY INTERSECTION, NOTHING SET,

M4 FD 1" IP, OPEN, FLUSH IN DIRT, ACCEPTED AS BC OF CURVE, AS SHOWN BY R1. SET TAG MARKED "L.S. 8012" IN CENTER OF PIPE IN CONCRETE PLUG.

M5 FD 3/4" IP WITH DISC STAMPED "LS 2722", DOWN 0.1' IN DIRT PER R1, ACCEPTED AS THE NORTHEAST CORNER OF LOT 20, AS SHOWN BY R2.

M6 FD 1-1/2" COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH IN ASPHALT, FOR THE POINT OF INTERSECTION OF 8TH STREET, PER R5 AND R6.

M7 SFN, ESTABLISHED AT 40' OFFSET TO FOUND MONUMENTS IN 8TH STREET PER R1, NOTHING SET.

M8 SFN, ESTABLISHED BY PROPORTION BETWEEN M5 AND M15 PER R1.

M9 SFN, ESTABLISHED BY PROPORTION BETWEEN SE COR. PARCEL 2 OF R1 AND M10, PER R1, NOTHING SET.

M10 SFN, ESTABLISHED AT RECORD DISTANCE (59.25' PER R1) FROM M11, NOTHING SET.

M11 SFN, ESTABLISHED BY HOLDING RECORD DISTANCES AT THE RIGHT OF WAY FROM R1 TOGETHER WITH HOLDING RECORD DISTANCE (109.62' PER R1) FROM M12.

M12 FD 1-1/2" COPPERWELD MONUMENT STAMPED "CL 26+40.12 SEC COR 2-1-11-12", DOWN 6" IN AC, PER R.S. 58/89 AND R5.

M13 SFN, ESTABLISHED TANGENT TO W'LY LINE OF NORTH HIGHLAND SPRINGS AVE. AS SHOWN BY R1

M14 FD 1" IP WITH DISK STAMPED "LS 2722", FLUSH IN DIRT, AS SHOWN ON R1, ACCEPTED AS POINT ON THE SOUTH LINE OF LOT 17 OF R2.

M15 ESTABLISHED BY PROPORTION BETWEEN M14 AND NE COR. LOT 25 OF R2, PER R1, SFN, NOTHING SET.

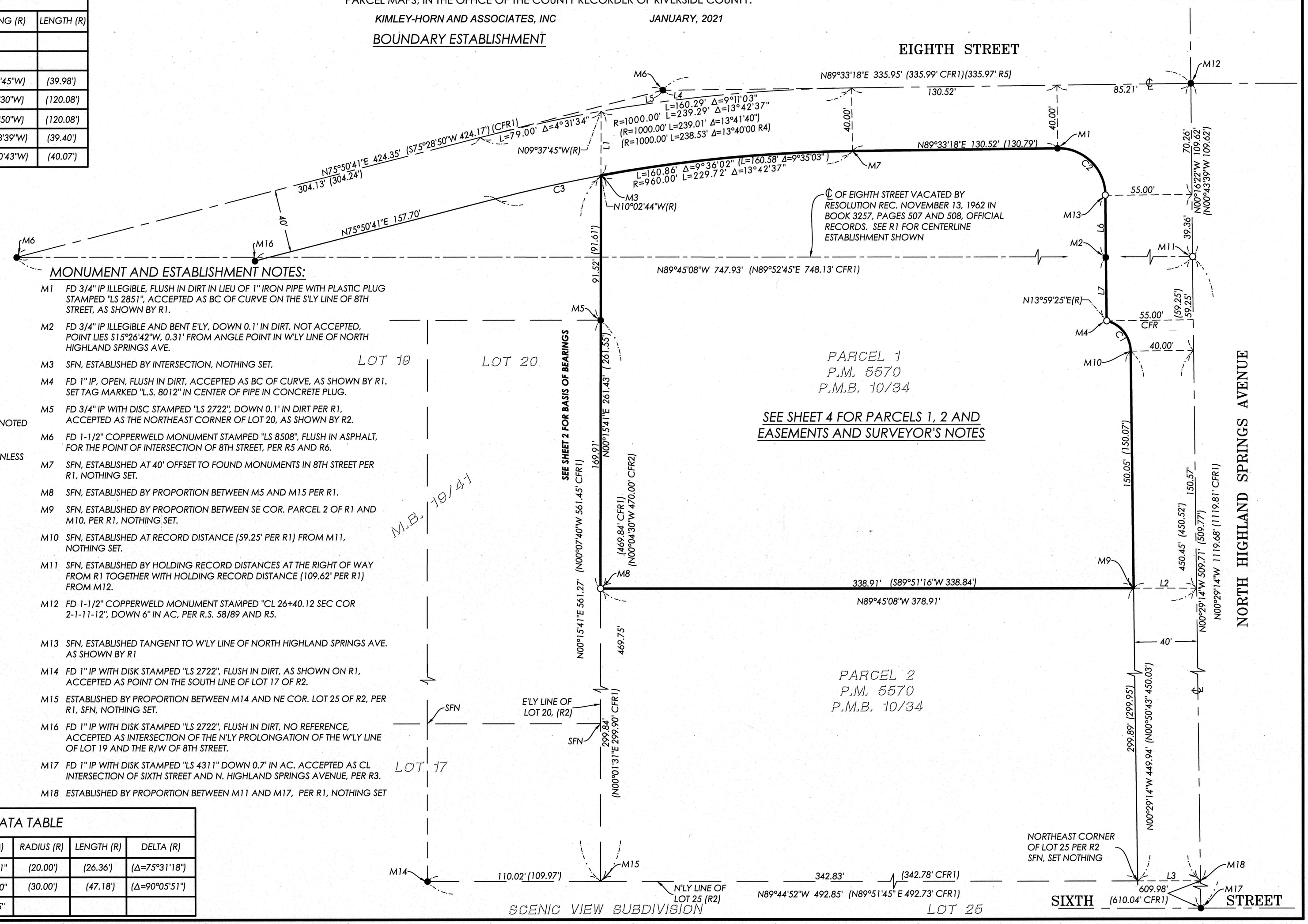
M16 FD 1" IP WITH DISK STAMPED "LS 2722", FLUSH IN DIRT, NO REFERENCE, ACCEPTED AS INTERSECTION OF THE N'LY PROLONGATION OF THE W'LY LINE OF LOT 19 AND THE R/W OF 8TH STREET.

M17 FD 1" IP WITH DISK STAMPED "LS 4311" DOWN 0.7' IN AC. ACCEPTED AS CL INTERSECTION OF SIXTH STREET AND N. HIGHLAND SPRINGS AVENUE, PER R3.

M18 ESTABLISHED BY PROPORTION BETWEEN M11 AND M17, PER R1, NOTHING SET

CURVE DATA TABLE

-	RADIUS (M)	LENGTH (M)	DELTA (M)	RADIUS (R)	LENGTH (R)	DELTA (R)
C1	20.00'	26.36'	Δ=75°31'21"	(20.00')	(26.36')	(Δ=75°31'18")
C2	30.00'	47.21'	Δ=90°10'20"	(30.00')	(47.18')	(Δ=90°05'51")
C3	960.00'	68.86'	Δ=4°06'35"			



IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC JANUARY, 2021

SEE SHEET 2 FOR BASIS OF BEARINGS

SEE SHEET 3 FOR BOUNDARY, MONUMENT AND ESTABLISHMENT NOTES

SURVEYOR'S NOTES:

- ● INDICATES MONUMENT FOUND AS NOTED
- ○ INDICATES SET MONUMENT WITH TAG MARKED "LS 8012".

PARCEL CORNERS WHICH OCCUR AT CONCRETE OR WALL, SET A LEAD AND TAG FLUSH IN CONCRETE OR FLUSH IN TOP OF WALL.

PARCEL CORNERS WHICH OCCUR AT DIRT OR ASPHALT, SET A 1"x18" IRON PIPE WITH TAG FLUSH.

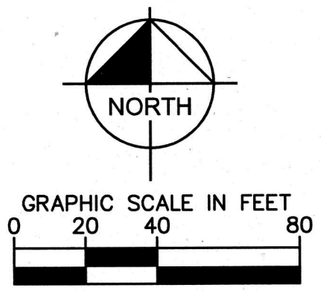
ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

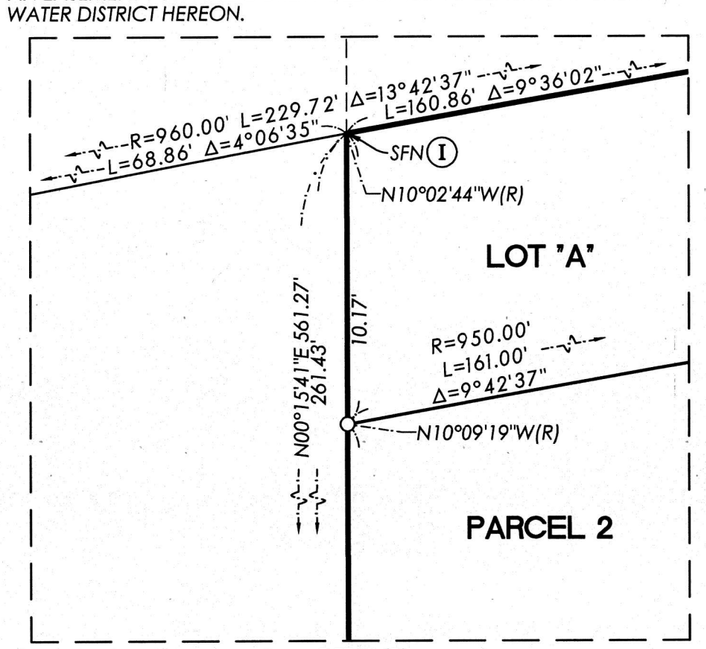
EXISTING EASEMENTS

1. AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, GRANTED TO THE CITY OF BEAUMONT, RECORDED AUGUST 31, 1970 AS INSTRUMENT NO. 85601 OF OFFICIAL RECORDS.
2. AN EASEMENT FOR PUBLIC ROADS PURPOSES, GRANTED TO THE CITY OF BEAUMONT, RECORDED NOVEMBER 6, 1975 AS INSTRUMENT NO. 138162 OF OFFICIAL RECORDS.
3. AN EASEMENT FOR PUBLIC UTILITY PURPOSES, GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, RECORDED APRIL 16, 2021 AS INSTRUMENT NO. 2021-238031 OF OFFICIAL RECORDS.

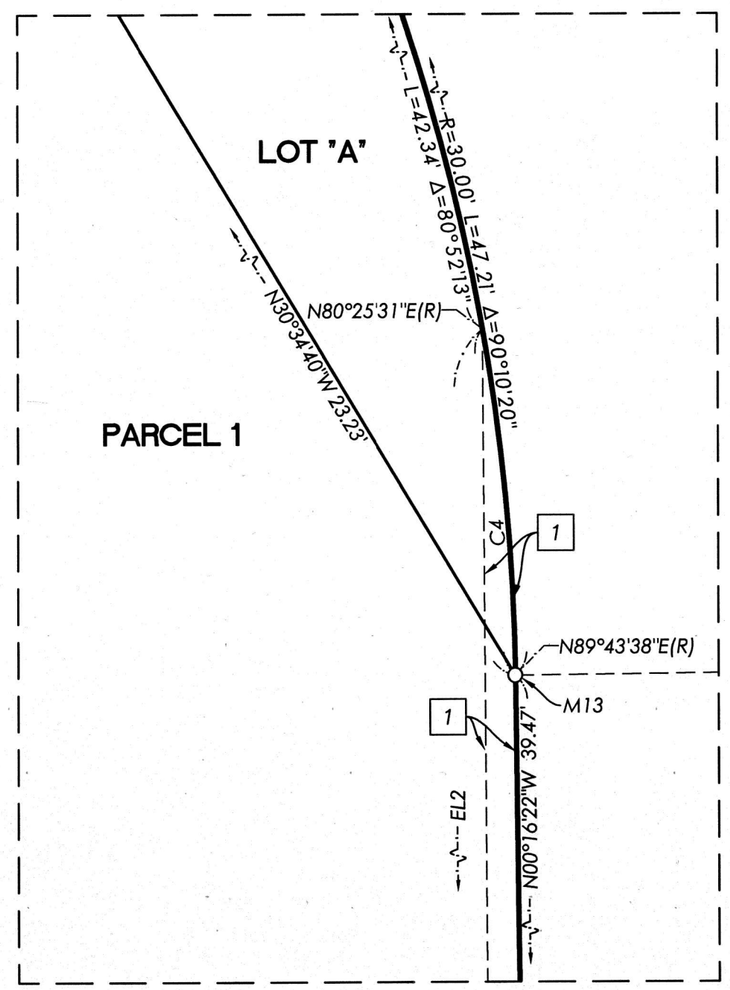
PROPOSED EASEMENTS

1. AN EASEMENT FOR PUBLIC UTILITY DEDICATED TO BEAUMONT CHERRY VALLEY WATER DISTRICT HEREON.

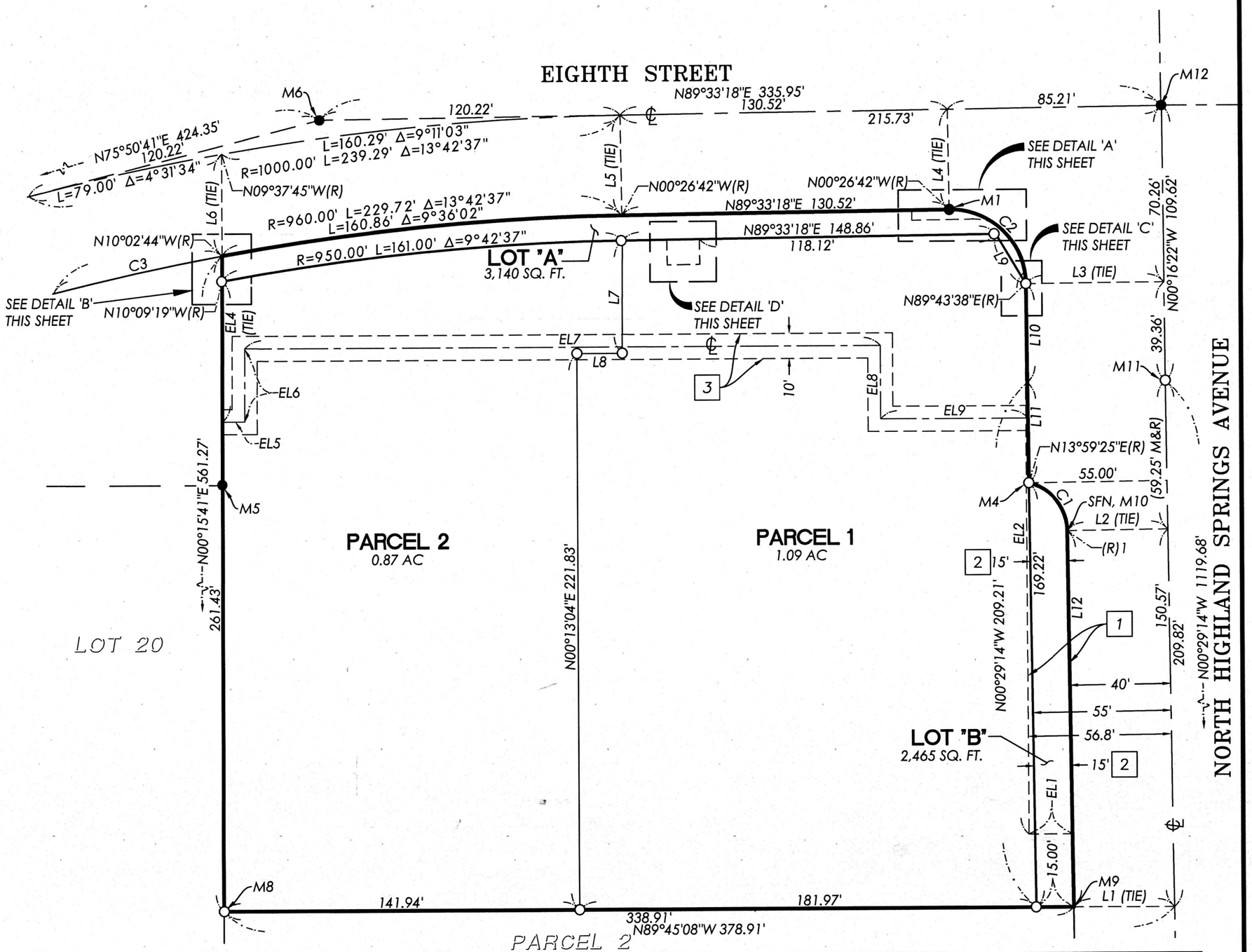


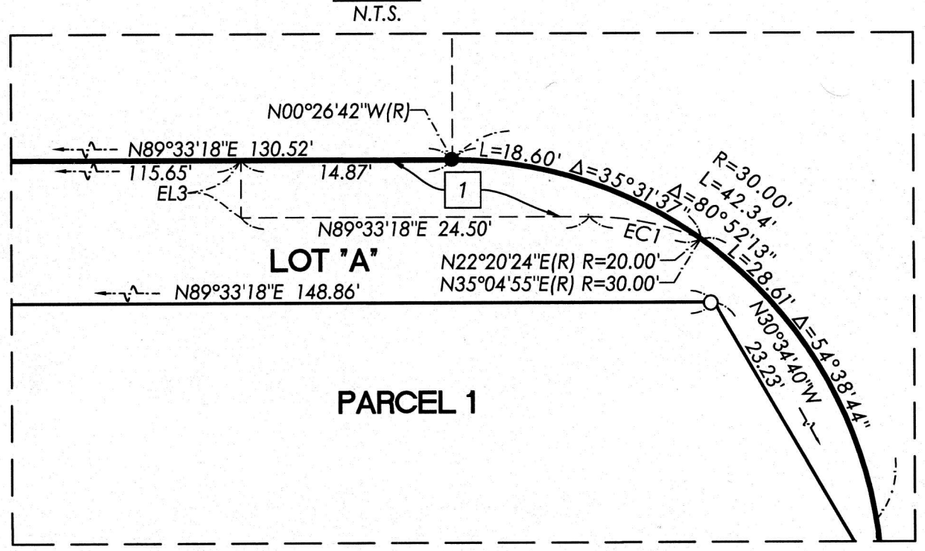


DETAIL 'B'
N.T.S.

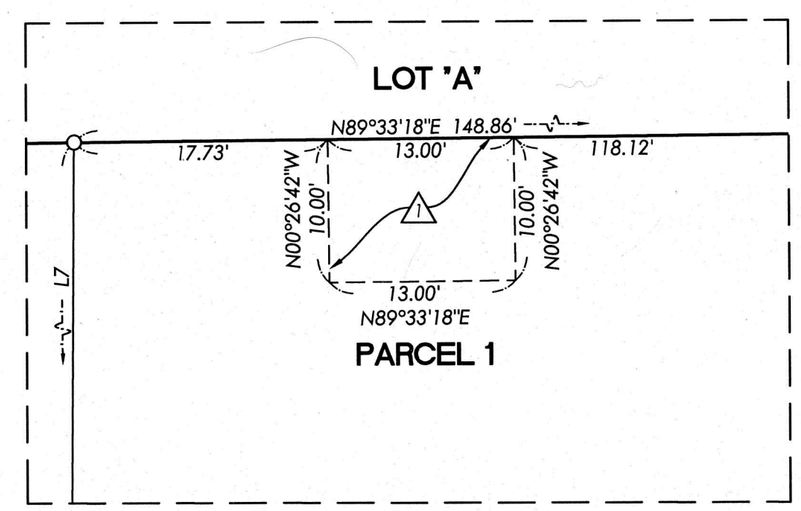


DETAIL 'C'
N.T.S.





DETAIL 'A'
N.T.S.



DETAIL 'D'
N.T.S.

CURVE DATA TABLE			
-	RADIUS	LENGTH	DELTA
C1	20.00'	26.36'	Δ=75°31'21"
C2	30.00'	47.21'	Δ=90°10'20"
C3	960.00'	68.86'	Δ=4°06'35"

RADIAL DATA TABLE	
-	BEARING
(R)1	N89°30'46"E

CURVE DATA TABLE			
-	RADIUS	LENGTH	DELTA
EC1	20.00'	8.02'	Δ=22°57'43"

LINE DATA TABLE		
-	BEARING	LENGTH
L1 (TIE)	N89° 45' 08"W	40.00'
L2 (TIE)	N89° 30' 46"E	40.00'
L3 (TIE)	N89° 43' 38"E	55.00'
L4 (TIE)	N00° 26' 42"W	40.00'
L5 (TIE)	N00° 26' 42"W	40.00'
L6 (TIE)	N00° 15' 41"E	40.63'

LINE DATA TABLE		
-	BEARING	LENGTH
L7	N00° 29' 12"E	44.97'
L8	N89° 46' 56"W	18.11'
L9	N30° 34' 40"W	23.23'
L10	N00° 16' 22"W	39.47'
L11	N00° 29' 14"W	39.99'
L12	N00° 29' 14"W	150.05'

LINE DATA TABLE		
-	BEARING	LENGTH
EL1	N89° 56' 09"W	17.39'
EL2	N00° 03' 55"E	224.39'
EL3	N00° 26' 42"W	4.00'
EL4	N00° 15' 41"E	56.07'
EL5	S89° 45' 23"E	8.86'
EL6	N00° 23' 21"E	29.15'
EL7	S89° 45' 23"E	253.84'
EL8	S00° 14' 37"W	29.28'
EL9	S89° 45' 23"E	58.59'

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE May 3, 2022

SUBJECT: **Final Approval of Tract Map No. 37696 and Acceptance of Security Agreement and Performance and Payment Bonds**

Background and Analysis:

As part of the development process to subdivide a parcel(s) in accordance with the Subdivision Map Act, a tentative map is reviewed and approved by the Planning Commission and City Council. During the review process, City staff reviews conditions of approval provided by all City departments and prepares final conditions to be issued with the tentative map approval. Once a tentative map is approved by City Council and conditions have been satisfied, final approval by City Council is required to complete the subdivision process.

On February 4, 2020, City Council approved Tentative Map No. 37696 subject to the completion of the conditions of approval. Tentative Tract No. 37696 proposes to subdivide 13.02 acres into 62 single family residential lots. The project site is in the northern portion Planning Area 25 of the Oak Valley Specific Plan commonly referred to as Fairway Canyon.

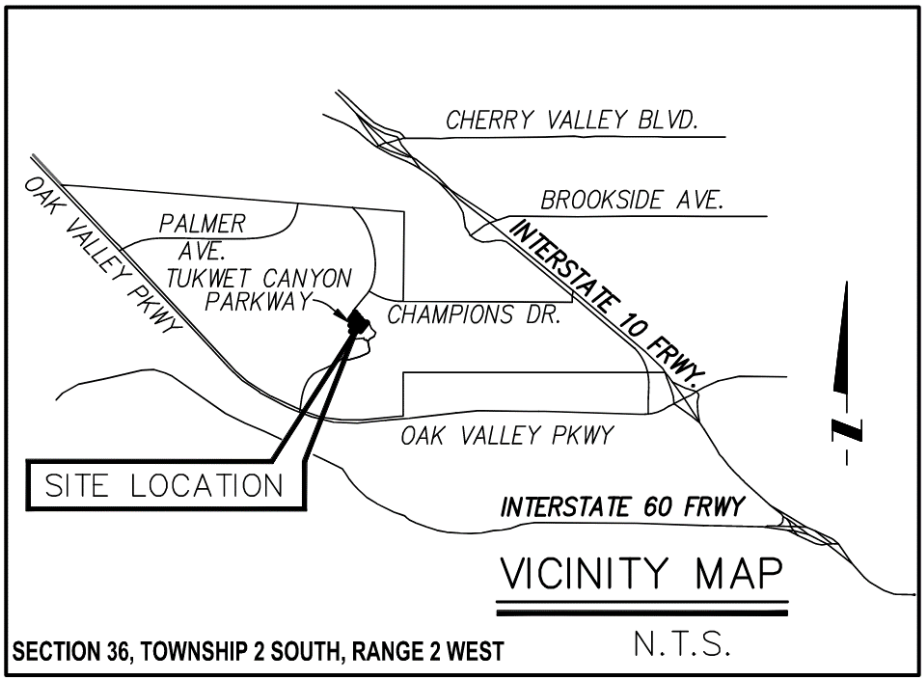


Figure 1 - Vicinity Map

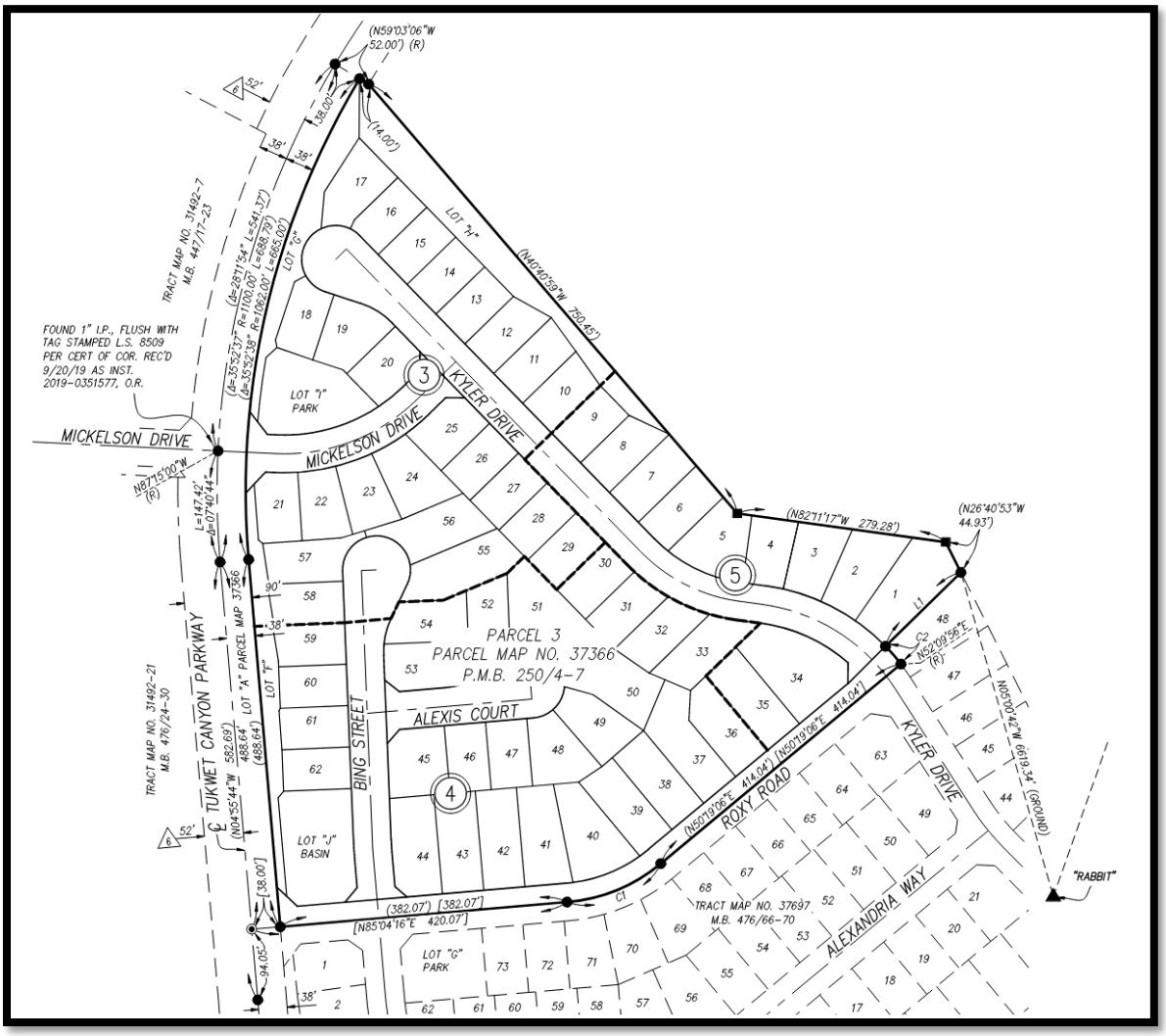


Figure 2 - PM 37938 Boundary

Per Beaumont Municipal Code 16.36.080, The City Engineer has certified that:

(A) He has examined the map.
(B) The land division as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof.
(C) All provisions of the Subdivision Map Act and all City ordinances applicable at the time of approval of the tentative map have been complied with.
(D) He is satisfied that the map is technically correct.
(E) In the City Surveyors certificate, the date of approval of the tentative map and the date of expiration is stated.

Subsequently, City staff recommends the Final Map be approved pursuant to Section 16.36.090 of the Beaumont Municipal Code. However, if the Council determines that the division of land does not conform to all the requirements of the Subdivision Map Act, amended Development Agreement, and Beaumont Municipal Code applicable of the tentative map and any rulings made thereunder, they may disapprove the map; provided however, the division of land shall not be disapproved due to technical or inadvertent errors which can easily be corrected, and in the opinion of the City Engineer, do not materially affect the validity of the map.

There are several public improvements required as part of the development of this division of land, including street, storm drain, and sewer improvements. As of the date of this report, none of the public improvements have been completed. Therefore, in accordance with the Subdivision Map Act and Beaumont Municipal Code 16.56.010, the land divider shall enter into an agreement with the City to complete the improvements, and in connection therewith shall furnish the City with an improvement security in the amounts required by Section 16.56.040 of said Beaumont Municipal Code.

In addition to the public improvements, there are several survey monuments required to be set as part of this division of land. The Subdivision Map Act requires that at least one exterior boundary line of the land being subdivided be adequately monumented or referenced before the map is recorded. The land divider has certified that at least one exterior boundary lines is monumented prior to the date of this report. Furthermore, the Subdivision Map Act and Beaumont Municipal Code 16.36.100 states that interior monuments need not be set at the time the map is recorded, if the engineer or surveyor certifies on the map that the monuments will be set on or before a specified later date, and if the land divider furnishes security guaranteeing the payment of the cost of setting such monuments.

Table No. 1 provides a summary of bonds that are recommended to be accepted. The summary includes the project, bond number, improvement type, Public Works project number, Public Works plan number, and the principal. For each item, the principal has provided a security agreement and security in the form of a bond for the public

improvements. The agreement has been reviewed by City staff and found to be consistent with the Beaumont Municipal Code.

Table No. 1 – Summary of Bonds recommended to be accepted.

Project	Bond Number	Improvement	PW Project Number	Plan Number	Principal
Tract Map No. 37696	107590445	Survey Monuments	PW2021-0625	N/A	Richmond American Homes of Maryland, Inc.
Tract Map No. 37696	107590449	Streets	PW2021-0632	3359A	Richmond American Homes of Maryland, Inc.
Parcel Map No. 37696	107590438	Storm Drain	PW2021-0633	3357	Richmond American Homes of Maryland, Inc.
Tract Map No. 37696	107590436	Sewer	PW2021-0655	3372A	Richmond American Homes of Maryland, Inc.

Fiscal Impact:
The cost to prepare this staff report is estimated at $350.

Recommended Action:

Approve Parcel Map No. 37696 as it is in substantial conformance with the approved tentative map and Accept Security Agreement and Performance and Payment Bonds for (Project / Bond Number / Improvement):

- Tract Map No. 37696 / 107590445 / Monuments,
- Tract Map No. 37696 / 107590449 / Streets,
- Tract Map No. 37696 / 107590438 / Storm Drain, and
- Tract Map No. 37696 / 107590436 / Sewer.

Attachments:

A. Parcel Map No. 37938
B. PW2021-0625 – TR 37696 Final Tract Map 37696 Bond 107590445
C. PW2021-0632 - TR 37696 Street Imp Bond 107590449, CE and Approved Plans
D. PW2021-0633 - TR 37696 SD Bond 107590438, CE and Approved Plans
E. PW2021-0655 - TR 37696 Sewer Imp Bond 107590436, CE and Approved Plans

NUMBER OF LOTS: 62
NUMBER OF LETTERED LOTS: 10
ACREAGE OF LOTS: 8.94
ACREAGE OF LETTERED LOTS: 4.65
TOTAL ACREAGE: 13.59 GROSS ACRES

TRACT MAP NO. 37696

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 3, OF PARCEL MAP NO. 37366, AS PER MAP RECORDED IN BOOK 250, PAGES 4 THROUGH 7, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

STEVENSON, PORTO & PIERCE, INC. DECEMBER, 2021

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: LOT "A" (KYLER DRIVE), LOT "B" (MICKELSON DRIVE), LOT "C" (ALEXIS COURT), LOT "D" (ROXY ROAD), AND LOT "E" (BING STREET), FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE CITY OF BEAUMONT, A 5' WIDE PUBLIC UTILITIES EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE CITY OF BEAUMONT, AN EASEMENT FOR INGRESS, EGRESS AND RIGHT TO INSPECT WATER QUALITY, STORMWATER, AND DRAINAGE BASIN FACILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A 5' WIDE WATER FACILITIES EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES.

WE HEREBY RETAIN LOTS "F" THROUGH "J", INCLUSIVE FOR SLOPE AND LANDSCAPE PURPOSES FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS TRACT MAP;

WE ALSO HEREBY RETAIN LOT "I" FOR PARK PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS TRACT MAP;

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION.

Alex Wong 2/2/22
ALEXANDER C. WONG DATE
VICE PRESIDENT–OPERATIONS

BEAUMONT CHERRY VALLEY WATER DISTRICT ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN THE WATER FACILITIES EASEMENT CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM ~~SDC FAIRWAY CANYON LLC~~ *, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATED: April 11, 2022 BY: _____
BEAUMONT CHERRY VALLEY WATER DIST.
ITS: General Manager

* RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

NOTARY ACKNOWLEDGEMENT

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 2, 2022 BEFORE ME, Jodie Atha, Notary Public
PERSONALLY APPEARED Alexander C. Wong, 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 FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE Jodie Atha
PRINT NAME Jodie Atha
MY COMMISSION NUMBER 2230896
MY COMMISSION EXPIRES February 11, 2023
MY PRINCIPAL PLACE OF BUSINESS IS Riverside COUNTY.

NOTARY ACKNOWLEDGEMENT

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 _____)
COUNTY OF _____)
ON _____ BEFORE ME, _____,
PERSONALLY APPEARED _____, 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 FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____
PRINT NAME _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____.
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 133,700.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS. This certification excludes any supplemental tax assessments not yet extended.

~~CASH~~ OR SURETY BOND

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Paula Munoz, DEPUTY

DATED: March 17, 2022, 2022.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 133,700.00. This certification excludes any supplemental tax assessments not yet extended

DATED: March 17, 2022, 2022.

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: Paula Munoz, DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. SOUTHERN CALIFORNIA EDISON COMPANY–OWNER OF AN EASEMENT FOR POLES, AS DISCLOSED BY DOCUMENT RECORDED MARCH 2, 1951, IN BOOK 1249, PAGE 96, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
2. SOUTHERN CALIFORNIA EDISON COMPANY–OWNER OF AN EASEMENT FOR POLES AS DISCLOSED BY DOCUMENT RECORDED MAY 3, 1951, AS INSTRUMENT NO. 18723, RECORDED IN BOOK 1268, PAGE 87, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
3. SOUTHERN CALIFORNIA EDISON COMPANY–OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY DOCUMENT RECORDED APRIL 26, 1961, AS INSTRUMENT NO. 35703, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
4. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION OF AMERICA, A CALIFORNIA NON–PROFIT MUTUAL BENEFIT CORPORATION–OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000–516796, OF OFFICIAL RECORDS OF RIVERSIDE. BLANKET IN NATURE
5. SOUTHERN CALIFORNIA EDISON COMPANY–OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY DOCUMENT RECORDED APRIL 15, 2014, AS INSTRUMENT NO. 2014–0178381, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
6. MINERAL RIGHT DESCRIBED IN DEED RECORDED 11/14/2003, AS INSTRUMENT NO. 2003–899365, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022 AT _____ M, IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.

NO. _____

FEE _____

PETER ALDANA, ASSESSOR–COUNTY CLERK–RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE : CHICAGO TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SDC FAIRWAY CANYON, LLC ON JANUARY, 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

MIGUEL A. VILLASENOR, PROFESSIONAL LAND SURVEYOR
P.L.S. 8509

PROFESSIONAL LAND SURVEYOR MIGUEL A. VILLASENOR P.L.S. 8509 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED TRACT MAP 37697, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH.
TENTATIVE MAP APPROVED ON FEBRUARY 4, 2020 AND EXPIRES ON NOVEMBER 18, 2028 (DA)

DATED: April 21, 2022.

JEFF HART, CITY ENGINEER
R.C.E. 70910

I HEREBY STATE THAT I HAVE EXAMINED THE MAP, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: April 21, 2022.

JAY S. FAHRION, PROFESSIONAL LAND SURVEYOR
P.L.S. 8207

PROFESSIONAL LAND SURVEYOR JAY S. FAHRION No. LS 8207 STATE OF CALIFORNIA

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP 37696 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE, AS FOLLOWS:

LOT "A" (KYLER DRIVE), LOT "B" (MICKELSON DRIVE), LOT "C" (ALEXIS COURT), LOT "D" (ROXY ROAD), AND LOT "E" (BING STREET), FOR STREET AND PUBLIC UTILITY PURPOSES.

THE 5' WIDE PUBLIC UTILITIES EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES;

AN EASEMENT FOR INGRESS, EGRESS AND RIGHT TO INSPECT WATER QUALITY, STORMWATER, AND DRAINAGE BASIN FACILITIES;

DATED: _____, 2022

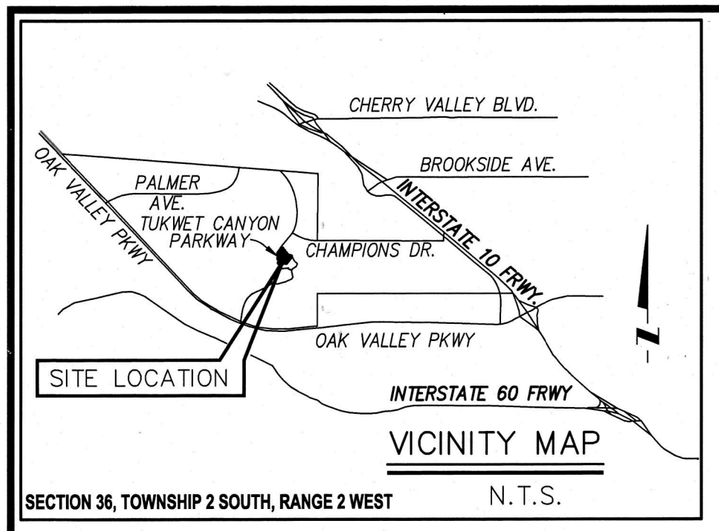
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

TRACT MAP NO. 37696

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3, OF PARCEL MAP NO. 37366, AS PER MAP RECORDED IN BOOK 250, PAGES 4 THROUGH 7, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

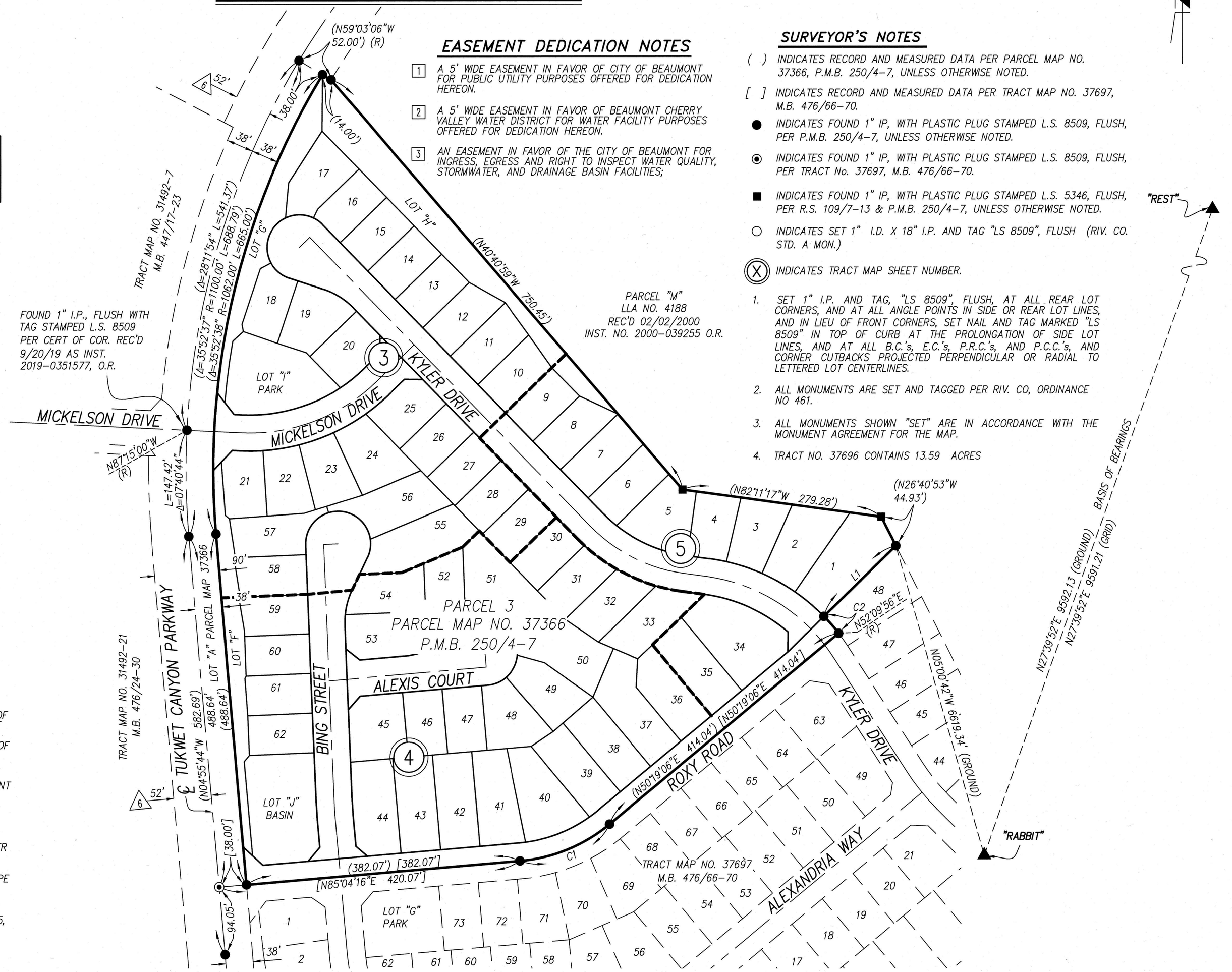
STEVENSON, PORTO & PIERCE, INC. DECEMBER, 2021



VICINITY MAP

SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST N.T.S.

BOUNDARY AND SHEET INDEX MAP



ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	(Δ=34°45'10")	(225.00')	(136.47')
	[Δ=34°45'10"]	[225.00']	[136.47']
C2	(Δ=06°31'15")	(275.00')	(31.30')
	[Δ=06°31'15"]	[275.00']	[31.30']

LINE TABLE		
NO.	BEARING	LENGTH
L1	(N45°38'41"E R)	(140.25')
	[N45°38'41"E R]	[140.25']

BASIS OF BEARINGS

THE BASIS OF COORDINATES FOR THE MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", AS SHOWN HEREON. ALL DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. THE GEOGRAPHIC COORDINATES SHOWN HEREON ARE ESTABLISHED BY USING G.P.S. IN A STATIC MODE FOR RELATIVE POSITIONING.

1) CONTROL STATION "RABBIT"

NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT", HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM IS NAD 83, LATITUDE 33°56'02.27171"N (GRID 2284367.502. GROUND 2284584.7073) AND LONGITUDE 117°02'03.12956"W (GRID 6323791.935, GROUND 6324393.2146)

2) CONTROL STATION "REST"

NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II HORIZONTAL DATUM IS NAD 83, LATITUDE 33°57'26.63058"N (GRID 2292862.267, GROUND 2293080.2815) AND LONGITUDE 117°01'11.02542"W (GRID 6328245.054, GROUND 6328846.7656).

3) MAP BASE DATUM

A) MEAN SCALE FACTOR IS 1.00001314
B) MEAN ELEVATION IS 2366.920 FEET. NAVD 88
C) MEAN SEAL LEVEL REDUCTION FACTOR 0.999891.788
D) EPOCH 1991.35
E) MAP COMBINATION FACTOR IS: 0.999904925.
F) MAPPING ANGLE AT STATION "REST" IS: -00°25'22.73"

EASEMENT NOTES

1. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION OF AMERICA, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION-OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796, OF OFFICIAL RECORDS OF RIVERSIDE. BLANKET IN NATURE.
2. SOUTHERN CALIFORNIA EDISON COMPANY-OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY DOCUMENT RECORDED APRIL 15, 2014, AS INSTRUMENT NO. 2014-0178381, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
3. CITY OF BEAUMONT, OWNER OF AN EASEMENT FOR STREET AND PUBLIC UTILITY PURPOSES, PER PARCEL MAP 37366, P.M.B. 250/4-7.
4. BEAUMONT CHERRY VALLEY WATER DISTRICT, OWNER OF AN EASEMENT FOR WATER FACILITY PURPOSES, PER PARCEL MAP 37366, P.M.B. 250/4-7.
5. SDC FAIRWAY CANYON, LLC, OWNER OF AN EASEMENT FOR SLOPE AND LANDSCAPE PURPOSES, PER PARCEL MAP 37366, P.M.B. 250/4-7.
6. COUNTY OF RIVERSIDE-OWNER OF AN EASEMENT FOR PUBLIC ROAD, UTILITIES AND DRAINAGE PURPOSES, RECORDED JUNE 2, 1999, AS INSTRUMENT NO. 241545, OF OFFICIAL, RECORDS OF RIVERSIDE COUNTY.

EASEMENT DEDICATION NOTES

1. A 5' WIDE EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES OFFERED FOR DEDICATION HEREON.
2. A 5' WIDE EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES OFFERED FOR DEDICATION HEREON.
3. AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR INGRESS, EGRESS AND RIGHT TO INSPECT WATER QUALITY, STORMWATER, AND DRAINAGE BASIN FACILITIES;

100 50 0 100 200

SCALE: 1"=100'

SCALE 1"=100'

SURVEYOR'S NOTES

( ) INDICATES RECORD AND MEASURED DATA PER PARCEL MAP NO. 37366, P.M.B. 250/4-7, UNLESS OTHERWISE NOTED.

[ ] INDICATES RECORD AND MEASURED DATA PER TRACT MAP NO. 37697, M.B. 476/66-70.

● INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED L.S. 8509, FLUSH, PER P.M.B. 250/4-7, UNLESS OTHERWISE NOTED.

◉ INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED L.S. 8509, FLUSH, PER TRACT No. 37697, M.B. 476/66-70.

■ INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED L.S. 5346, FLUSH, PER R.S. 109/7-13 & P.M.B. 250/4-7, UNLESS OTHERWISE NOTED.

○ INDICATES SET 1" I.D. X 18" I.P. AND TAG "LS 8509", FLUSH (RIV. CO. STD. A MON.)

(X) INDICATES TRACT MAP SHEET NUMBER.

1. SET 1" I.P. AND TAG, "LS 8509", FLUSH, AT ALL REAR LOT CORNERS, AND AT ALL ANGLE POINTS IN SIDE OR REAR LOT LINES, AND IN LIEU OF FRONT CORNERS, SET NAIL AND TAG MARKED "LS 8509" IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES, AND AT ALL B.C.'s, E.C.'s, P.R.C.'s, AND P.C.C.'s, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL TO LETTERED LOT CENTERLINES.
2. ALL MONUMENTS ARE SET AND TAGGED PER RIV. CO, ORDINANCE NO 461.
3. ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP.
4. TRACT NO. 37696 CONTAINS 13.59 ACRES

TRACT MAP NO. 37696

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3, OF PARCEL MAP NO. 37366, AS PER MAP RECORDED IN BOOK 250, PAGES 4 THROUGH 7, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

STEVENSON, PORTO & PIERCE, INC. **DECEMBER, 2021**

SEE SHEET 2 OF 5 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

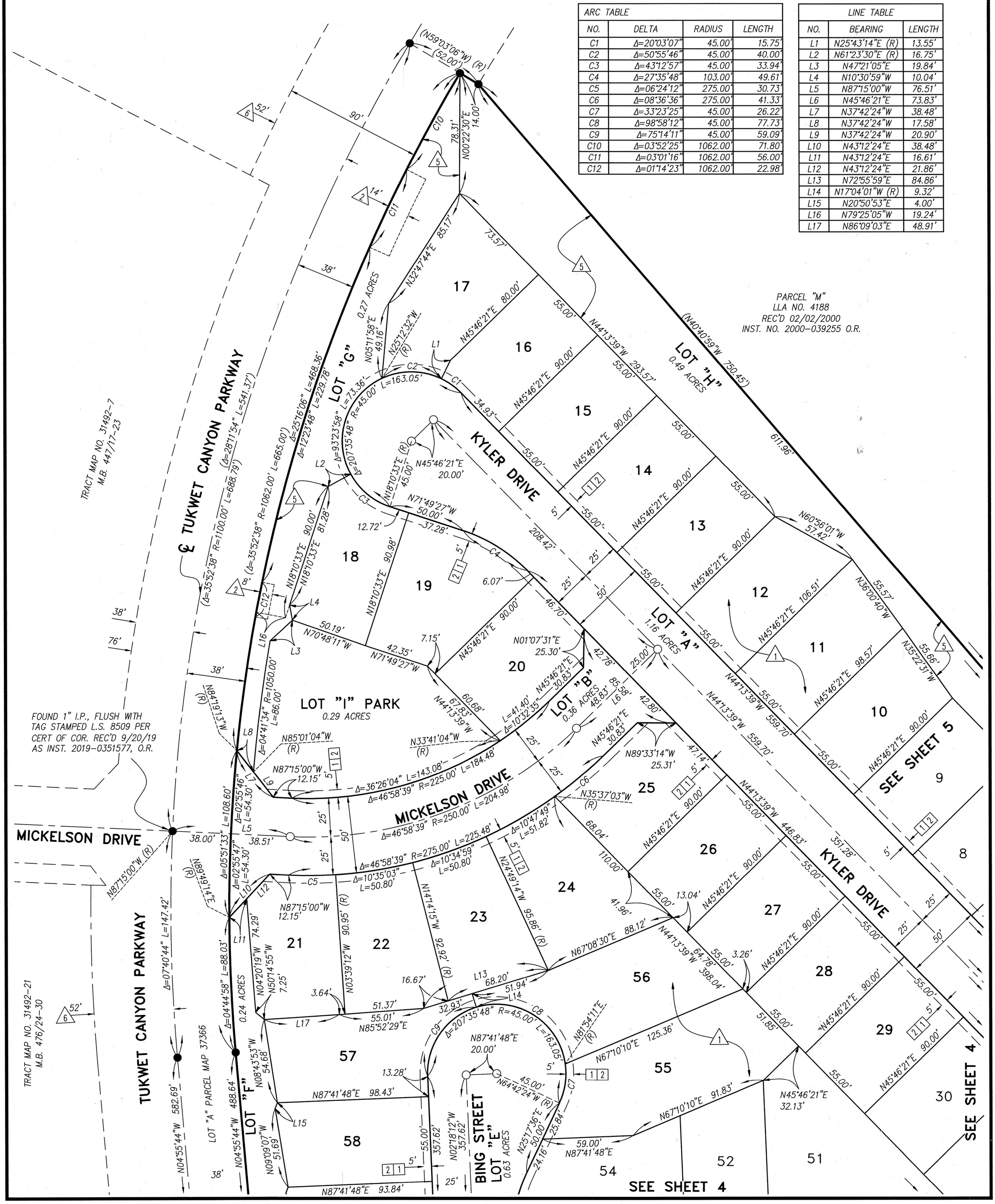
40 20 0 40 80

SCALE: 1"=40'

SCALE 1"=40'

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=20°03'07"	45.00'	15.75'
C2	Δ=50°55'46"	45.00'	40.00'
C3	Δ=43°12'57"	45.00'	33.94'
C4	Δ=27°35'48"	103.00'	49.61'
C5	Δ=06°24'12"	275.00'	30.73'
C6	Δ=08°36'36"	275.00'	41.33'
C7	Δ=33°23'25"	45.00'	26.22'
C8	Δ=98°58'12"	45.00'	77.73'
C9	Δ=75°14'11"	45.00'	59.09'
C10	Δ=03°52'25"	1062.00'	71.80'
C11	Δ=03°01'16"	1062.00'	56.00'
C12	Δ=01°14'23"	1062.00'	22.98'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N25°43'14"E (R)	13.55'
L2	N61°23'30"E (R)	16.75'
L3	N47°21'05"E	19.84'
L4	N10°30'59"W	10.04'
L5	N87°15'00"W	76.51'
L6	N45°46'21"E	73.83'
L7	N37°42'24"W	38.48'
L8	N37°42'24"W	17.58'
L9	N37°42'24"W	20.90'
L10	N43°12'24"E	38.48'
L11	N43°12'24"E	16.61'
L12	N43°12'24"E	21.86'
L13	N72°55'59"E	84.86'
L14	N17°04'01"W (R)	9.32'
L15	N20°50'53"E	4.00'
L16	N79°25'05"W	19.24'
L17	N86°09'03"E	48.91'



SEE SHEET 2 OF 5 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

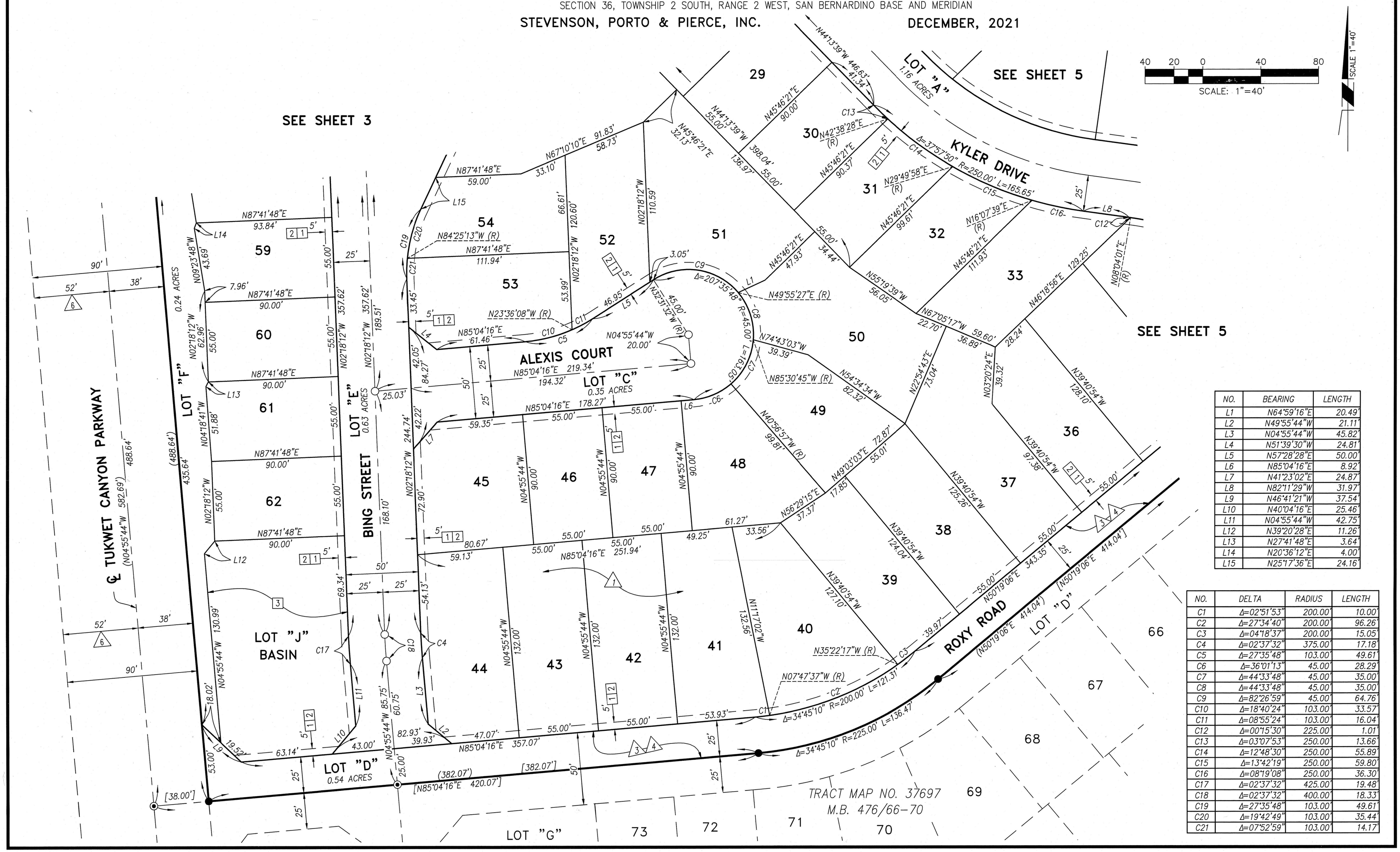
TRACT MAP NO. 37696

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3, OF PARCEL MAP NO. 37366, AS PER MAP RECORDED IN BOOK 250, PAGES 4 THROUGH 7, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

STEVENSON, PORTO & PIERCE, INC.

DECEMBER, 2021



NO.	BEARING	LENGTH
L1	N64°59'16"E	20.49'
L2	N49°55'44"W	21.11'
L3	N04°55'44"W	45.82'
L4	N51°39'30"W	24.81'
L5	N57°28'28"E	50.00'
L6	N85°04'16"E	8.92'
L7	N41°23'02"E	24.87'
L8	N82°11'29"W	31.97'
L9	N46°41'21"W	37.54'
L10	N40°04'16"E	25.46'
L11	N04°55'44"W	42.75'
L12	N39°20'28"E	11.26'
L13	N27°41'48"E	3.64'
L14	N20°36'12"E	4.00'
L15	N25°17'36"E	24.16'

NO.	DELTA	RADIUS	LENGTH
C1	Δ=02°51'53"	200.00'	10.00'
C2	Δ=27°34'40"	200.00'	96.26'
C3	Δ=04°18'37"	200.00'	15.05'
C4	Δ=02°37'32"	375.00'	17.18'
C5	Δ=27°35'48"	103.00'	49.61'
C6	Δ=36°01'13"	45.00'	28.29'
C7	Δ=44°33'48"	45.00'	35.00'
C8	Δ=44°33'48"	45.00'	35.00'
C9	Δ=82°26'59"	45.00'	64.76'
C10	Δ=18°40'24"	103.00'	33.57'
C11	Δ=08°55'24"	103.00'	16.04'
C12	Δ=00°15'30"	225.00'	1.01'
C13	Δ=03°07'53"	250.00'	13.66'
C14	Δ=12°48'30"	250.00'	55.89'
C15	Δ=13°42'19"	250.00'	59.80'
C16	Δ=08°19'08"	250.00'	36.30'
C17	Δ=02°37'32"	425.00'	19.48'
C18	Δ=02°37'32"	400.00'	18.33'
C19	Δ=27°35'48"	103.00'	49.61'
C20	Δ=19°42'49"	103.00'	35.44'
C21	Δ=07°52'59"	103.00'	14.17'

SEE SHEET 2 OF 5 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

TRACT MAP NO. 37696

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

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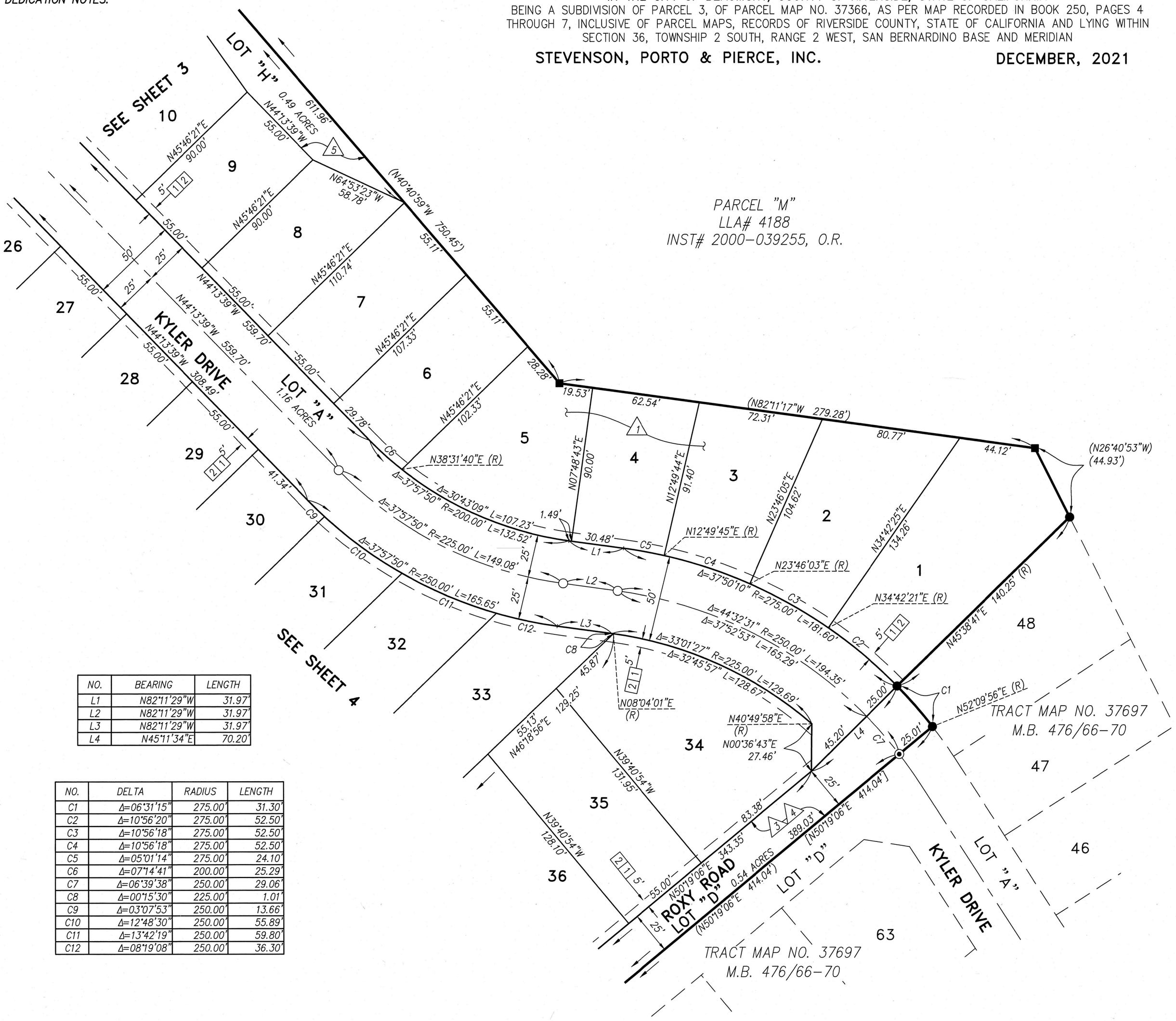

SCALE: 1"=40'

NO.	BEARING	LENGTH
L1	N82°11'29"W	31.97'
L2	N82°11'29"W	31.97'
L3	N82°11'29"W	31.97'
L4	N45°11'34"E	70.20'

NO.	DELTA	RADIUS	LENGTH
C1	Δ=06°31'15"	275.00'	31.30'
C2	Δ=10°56'20"	275.00'	52.50'
C3	Δ=10°56'18"	275.00'	52.50'
C4	Δ=10°56'18"	275.00'	52.50'
C5	Δ=05°01'14"	275.00'	24.10'
C6	Δ=07°14'41"	200.00'	25.29'
C7	Δ=06°39'38"	250.00'	29.06'
C8	Δ=00°15'30"	225.00'	1.01'
C9	Δ=03°07'53"	250.00'	13.66'
C10	Δ=12°48'30"	250.00'	55.89'
C11	Δ=13°42'19"	250.00'	59.80'
C12	Δ=08°19'08"	250.00'	36.30'

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 37696

DATE OF AGREEMENT: April 18, 2022

NAME OF SUBDIVIDER: Richmond American Homes of Maryland, Inc., a Maryland Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Seasons at The Fairways subdivision consisting of 62 residential lots, _____, originally approved on _____, and Tentative Tract 37696 ("Tract" or "Tentative Tract Map"), originally approved on February 4, 2020.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 9,000.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 107590445

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: Travelers Casualty and Surety Company of America

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Richmond America Homes of Maryland, Inc, a Maryland Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $9,000.00 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $9,000.00 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) N/A and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) N/A and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. <u>Alterations to Improvement Plans; Modification of City Standards.</u>

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. <u>Modification of Drainage Plan.</u> Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____
EDGAR GOMEZ
VP PROJECT MANAGEMENT

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Bond No.: 107590445

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Richmond American Homes of Maryland, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as project Tract 37696 (Lots 1-62), is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Nine Thousand and 00/100ths dollars ($9,000.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 7, 2022.

PRINCIPAL:

Richmond American Homes of Maryland, Inc.

By _____
EDGAR GOMEZ
Title VP PROJECT MANAGEMENT

SURETY:

Travelers Casualty and Surety Company of America

By _____
Title James I. Moore, Attorney-in-Fact

Bond No.: 107590445

BOND FOR SECURITY OF LABORERS AND MATERIALMEN

WHEREAS, the City Council of the City of Beaumont, State of California, and Richmond American Homes of Maryland, Inc. (hereafter designated as "the Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designed public improvements, which agreement, dated _____, 20____, and identified as project Tract 37696 (Lots 1-62), is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of Nine Thousand and 00/100ths dollars ($9,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 7, 2022.

PRINCIPAL:

Richmond American Homes of Maryland, Inc.

By _____
EDGAR GOMEZ
Title VP PROJECT MANAGEMENT

SURETY:

Travelers Casualty and Surety Company of America

By _____
Title James I. Moore, Attorney-in-Fact

State of Illinois}
} ss.
County of DuPage }

On April 7, 2022, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025

Jennifer J. McComb, Notary Public

OFFICIAL SEAL
JENNIFER J. McCOMB
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires September 10, 2025

Commission No. 721282

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James I Moore** of **DOWNERS GROVE**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority: and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of April .2022 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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 April 18th, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez,
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.

JODIE ATHA
Notary Public - California
Riverside County
Commission # 2390833
My Comm. Expires Feb 11, 2026

Signature Jodie Atha (Seal)

CERTIFICATE OF RESOLUTION

I, Joseph H. Fretz, as Secretary of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF
MARYLAND, INC., a Maryland corporation

By: _____
Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 13TH day of February 2020.

STEVENSON
PORTO &
PIERCE, INC.
A LAND DEVELOPMENT SERVICES CO.

March 16, 2022

City of Beaumont
Public Works
550 E 6th Street
Beaumont, Ca 92223

RE: Final Monumentation for Tract Map No. 37696 (Planning Area 25C)

Dear Sir or Madam:

In accordance with Section 66496 of the subdivision Map Act of the State of California I hereby request that the placement of the interior monumentation for Tract Map No. 37696 be deferred for one year. The cost for setting all interior monuments and providing centerline ties will be $9,000.00. This amount should be placed on deposit/bond by the developer to guarantee payment for final monumentation and centerline ties.

I understand that in accordance with the Subdivision Map Act. Should I be unable to collect payment for setting the final monumentation, I can make demand on the deposit in this amount and acknowledge that it is my obligation to set all monuments and submit required centerline ties.

Sincerely,

Miguel A. Villasenor
PLS 8509, Expires 12/31/22

LICENSED LAND SURVEYOR
MIGUEL A.
VILLASENOR
LS8509
Exp. 12/31/22
STATE OF CALIFORNIA

265 S. RANDOLPH AVENUE, SUITE 105, BREA, CALIFORNIA 92821 | 714.490.1514

Item 7.

RE: PW2021-0625 - Final TM 37696 (Beaumont)

Carole Kendrick <CKendrick@beaumontca.gov>

Tue 4/12/2022 4:44 PM

To: Richard Godsey <rgodsey@beaumontca.gov>;Kylie Tillema <ktillema@beaumontca.gov>;Sara Retmier <sretmier@beaumontca.gov>;Christina Taylor <Ctaylor@beaumontca.gov>

Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>;Tracy Dunkin <tdunkin@beaumontca.gov>

Planning approved.

From: Richard Godsey <rgodsey@beaumontca.gov>
Sent: Tuesday, April 12, 2022 4:35 PM
To: Kylie Tillema <ktillema@beaumontca.gov>; Sara Retmier <sretmier@beaumontca.gov>; Carole Kendrick <CKendrick@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>
Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>
Subject: PW2021-0625 - Final TM 37696 (Beaumont)

Good evening everyone,

Please see the attached pdf copy of the subject Final Tract Map, which is approaching its final stages of approval. If there are no issues/comments, please provide department approval/no comment response so that I may include such when sending for preparation prior to City Council acceptance. An email response indicating approval or denial will be sufficient for such.

Please let me know if you have any questions.

Thank you,

Richard Godsey

Public Works Permit Technician

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

BeaumontCa.gov

Facebook | Twitter | Instagram | YouTube

Item 7.

RE: PW2021-0625 - Final TM 37696 (Beaumont)

Sara Retmier <sretmier@beaumontca.gov>

Wed 4/13/2022 8:45 AM

To: Richard Godsey <rgodsey@beaumontca.gov>

I have no comment. Can I assume that you verify the street names were approved by Building before this stage?

From: Richard Godsey <rgodsey@beaumontca.gov>
Sent: Tuesday, April 12, 2022 4:35 PM
To: Kylie Tillema <ktillema@beaumontca.gov>; Sara Retmier <sretmier@beaumontca.gov>; Carole Kendrick <CKendrick@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>
Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>
Subject: PW2021-0625 - Final TM 37696 (Beaumont)

Good evening everyone,

Please see the attached pdf copy of the subject Final Tract Map, which is approaching its final stages of approval. If there are no issues/comments, please provide department approval/no comment response so that I may include such when sending for preparation prior to City Council acceptance. An email response indicating approval or denial will be sufficient for such.

Please let me know if you have any questions.

Thank you,

Richard Godsey

Public Works Permit Technician

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

BeaumontCa.gov

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Item 7.

RE: PW2021-0625 - Final TM 37696 (Beaumont)

Kylie Tillema <ktillema@beaumontca.gov>

Thu 4/14/2022 7:09 AM

To: Richard Godsey <rgodsey@beaumontca.gov>;Sara Retmier <sretmier@beaumontca.gov>;Carole Kendrick <CKendrick@beaumontca.gov>;Christina Taylor <Ctaylor@beaumontca.gov>

Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>;Tracy Dunkin <tdunkin@beaumontca.gov>

Fire Approved.

Kylie Tillema
Fire Safety Specialist/Office of the Fire Marshal
CAL FIRE/Riverside County Fire Department
Proudly Serving the City of Beaumont
Desk: 951-572-3225 | Main: 951-769-8529
550 E. 6th Street, Beaumont, CA 92223
ktillema@BeaumontCA.gov | www.BeaumontCA.gov

From: Richard Godsey <rgodsey@beaumontca.gov>
Sent: Tuesday, April 12, 2022 4:35 PM
To: Kylie Tillema <ktillema@beaumontca.gov>; Sara Retmier <sretmier@beaumontca.gov>; Carole Kendrick <CKendrick@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>
Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>
Subject: PW2021-0625 - Final TM 37696 (Beaumont)

Good evening everyone,

Please see the attached pdf copy of the subject Final Tract Map, which is approaching its final stages of approval. If there are no issues/comments, please provide department approval/no comment response so that I may include such when sending for preparation prior to City Council acceptance. An email response indicating approval or denial will be sufficient for such.

Please let me know if you have any questions.

Thank you,

Richard Godsey

Public Works Permit Technician

City of Beaumont

Item 7.

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

BeaumontCa.gov

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BEAUMONT
CALIFORNIA

#ACITYELEVATED

From: Richard Godsey <rgodsey@beaumontca.gov>
Sent: Tuesday, April 12, 2022 12:26 PM
To: Padma Asam <padma.asam@nv5.com>; Tamara O'Neal <tamara.oneal@nv5.com>; Doug Boyle <Doug.Boyle@nv5.com>; Jay Fahrion <Jay.Fahrion@nv5.com>
Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>
Subject: PW2021-0625 - Final TM 37696 (Beaumont)

Good afternoon,

Please see the attached pdf of the subject FTM. The applicant will be dropping off the physical map today, however, can you please confirm that this map is sufficient and that I may send the physical copy your way for signatures?

Thank you,

Richard Godsey

Public Works Permit Technician

City of Beaumont

Item 7.

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

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CALIFORNIA

#ACITYELEVATED

NUMBER OF LOTS: 62
NUMBER OF LETTERED LOTS: 10
ACREAGE OF LOTS: 8.94
ACREAGE OF LETTERED LOTS: 4.65
TOTAL ACREAGE: 13.59 GROSS ACRES

TRACT MAP NO. 37696

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3, OF PARCEL MAP NO. 37366, AS PER MAP RECORDED IN BOOK 250, PAGES 4 THROUGH 7, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

STEVENSON, PORTO & PIERCE, INC. **DECEMBER, 2021**

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: LOT "A" (KYLER DRIVE), LOT "B" (MICKELSON DRIVE), LOT "C" (ALEXIS COURT), LOT "D" (ROXY ROAD), AND LOT "E" (BING STREET), FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE CITY OF BEAUMONT, A 5' WIDE PUBLIC UTILITIES EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE CITY OF BEAUMONT, AN EASEMENT FOR INGRESS, EGRESS AND RIGHT TO INSPECT WATER QUALITY, STORMWATER, AND DRAINAGE BASIN FACILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A 5' WIDE WATER FACILITIES EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES.

WE HEREBY RETAIN LOTS "F" THROUGH "J", INCLUSIVE FOR SLOPE AND LANDSCAPE PURPOSES FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS TRACT MAP;

WE ALSO HEREBY RETAIN LOT "I" FOR PARK PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOTS OWNERS WITHIN THIS TRACT MAP;

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION.

_____

ALEXANDER C. WONG DATE
VICE PRESIDENT–OPERATIONS

BEAUMONT CHERRY VALLEY WATER DISTRICT ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN THE WATER FACILITIES EASEMENT CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATED: _____, 2022 BY:_____
BEAUMONT CHERRY VALLEY WATER DIST.

ITS: _____

NOTARY ACKNOWLEDGEMENT

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_____)

COUNTY OF _____)

ON_____ BEFORE ME, _____,
PERSONALLY APPEARED_____, 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 FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

PRINT NAME _____

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____.

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

NOTARY ACKNOWLEDGEMENT

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_____)

COUNTY OF _____)

ON_____ BEFORE ME, _____,
PERSONALLY APPEARED_____, 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 FORGOING PARAGRAPH IS IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

PRINT NAME _____

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____.

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

CASH OR SURETY BOND

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

DATED: _____ , 2022.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ _____.

DATED: _____ , 2022.

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. SOUTHERN CALIFORNIA EDISON COMPANY–OWNER OF AN EASEMENT FOR POLES, AS DISCLOSED BY DOCUMENT RECORDED MARCH 2, 1951, IN BOOK 1249, PAGE 96, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
2. SOUTHERN CALIFORNIA EDISON COMPANY–OWNER OF AN EASEMENT FOR POLES AS DISCLOSED BY DOCUMENT RECORDED MAY 3, 1951, AS INSTRUMENT NO. 18723, RECORDED IN BOOK 1268, PAGE 87, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
3. SOUTHERN CALIFORNIA EDISON COMPANY–OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY DOCUMENT RECORDED APRIL 26, 1961, AS INSTRUMENT NO. 35703, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. SAID EASEMENT CANNOT BE LOCATED FROM RECORD.
4. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION OF AMERICA, A CALIFORNIA NON–PROFIT MUTUAL BENEFIT CORPORATION–OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000–516796, OF OFFICIAL RECORDS OF RIVERSIDE. BLANKET IN NATURE
5. SOUTHERN CALIFORNIA EDISON COMPANY–OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY DOCUMENT RECORDED APRIL 15, 2014, AS INSTRUMENT NO. 2014–0178381, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
6. MINERAL RIGHT DESCRIBED IN DEED RECORDED 11/14/2003, AS INSTRUMENT NO. 2003–899365, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____,
2022 AT_____ M, IN BOOK _____ OF MAPS,
AT PAGES_____, AT THE REQUEST OF THE CITY
CLERK OF THE CITY OF BEAUMONT.

NO. _____

FEE _____

PETER ALDANA, ASSESSOR–COUNTY CLERK–RECORDER

BY:_____, DEPUTY

SUBDIVISION GUARANTEE : CHICAGO TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SDC FAIRWAY CANYON, LLC ON JANUARY, 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

_____

MIGUEL A. VILLASENOR, PROFESSIONAL LAND SURVEYOR
P.L.S. 8509

PROFESSIONAL LAND SURVEYOR
MIGUEL A. VILLASENOR
P.L.S. 8509
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED TRACT MAP 37697, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH.

DATED: _____ , 2022.

_____

JEFF HART, CITY ENGINEER
R.C.E. 70910

_____

I HEREBY STATE THAT I HAVE EXAMINED THE MAP, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: _____ , 2022.

_____

JAY S. FAHRION, PROFESSIONAL LAND SURVEYOR
P.L.S. 8207

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP 37696 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE, AS FOLLOWS:

LOT "A" (KYLER DRIVE), LOT "B" (MICKELSON DRIVE), LOT "C" (ALEXIS COURT), LOT "D" (ROXY ROAD), AND LOT "E" (BING STREET), FOR STREET AND PUBLIC UTILITY PURPOSES.

THE 5' WIDE PUBLIC UTILITIES EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES;

AN EASEMENT FOR INGRESS, EGRESS AND RIGHT TO INSPECT WATER QUALITY, STORMWATER, AND DRAINAGE BASIN FACILITIES;

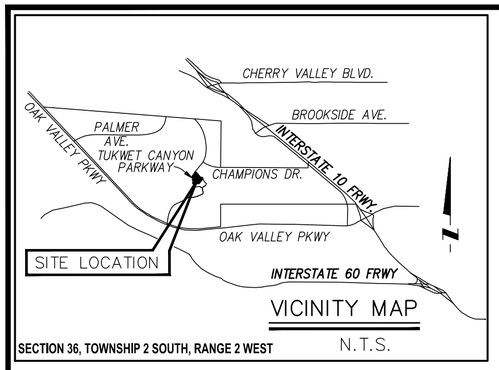
DATED: _____, 2022 _____
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

TRACT MAP NO. 37696

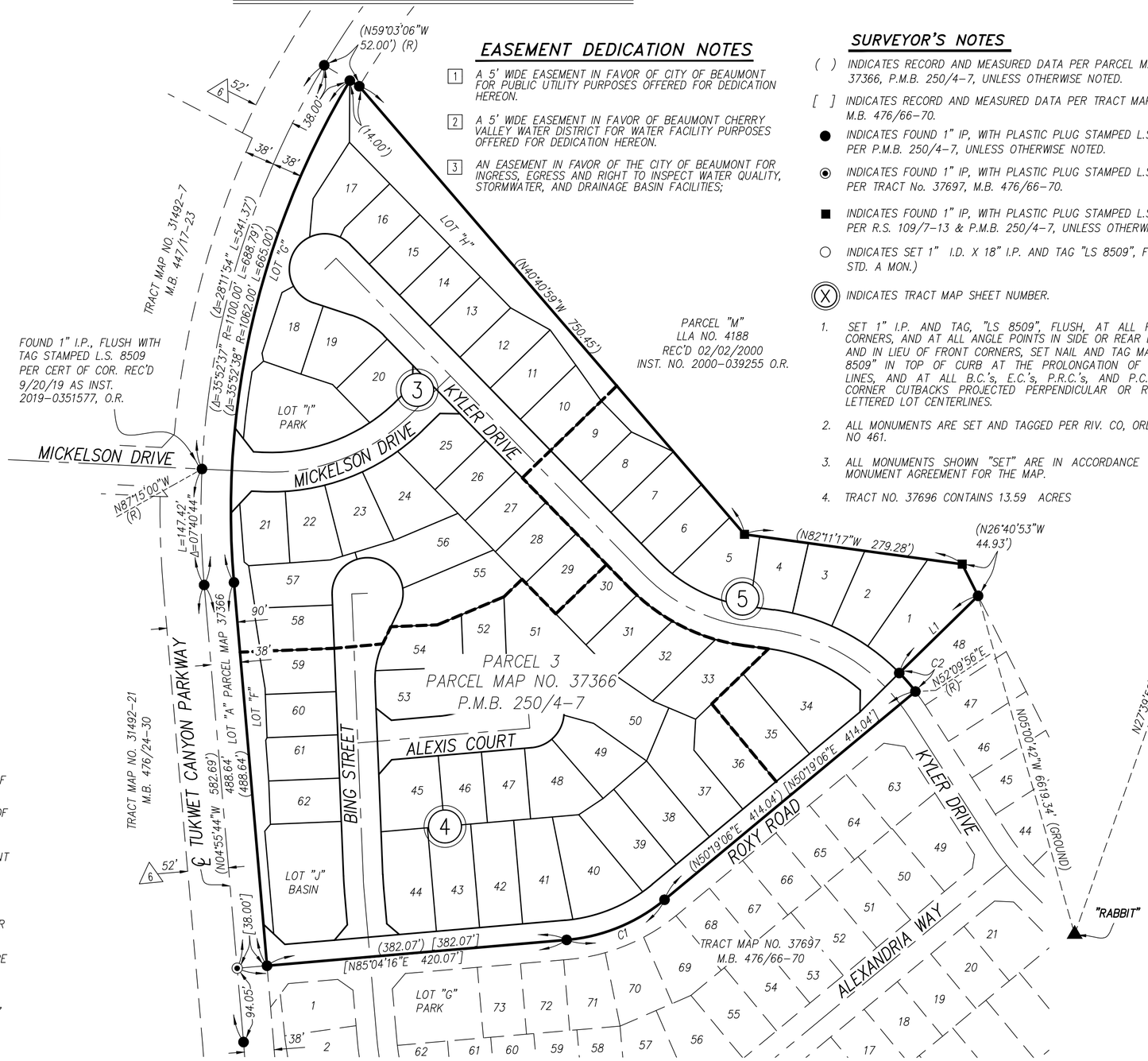
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3, OF PARCEL MAP NO. 37366, AS PER MAP RECORDED IN BOOK 250, PAGES 4 THROUGH 7, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

STEVENSON, PORTO & PIERCE, INC. DECEMBER, 2021



BOUNDARY AND SHEET INDEX MAP



ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	(Δ=34°45'10")	(225.00')	(136.47')
	[Δ=34°45'10"]	[225.00']	[136.47']
C2	(Δ=06°31'15")	(275.00')	(31.30')
	[Δ=06°31'15"]	[275.00']	[31.30']

LINE TABLE		
NO.	BEARING	LENGTH
L1	(N45°38'41"E R)	(140.25')
	[N45°38'41"E R]	[140.25']

BASIS OF BEARINGS

THE BASIS OF COORDINATES FOR THE MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", AS SHOWN HEREON. ALL DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. THE GEOGRAPHIC COORDINATES SHOWN HEREON ARE ESTABLISHED BY USING G.P.S. IN A STATIC MODE FOR RELATIVE POSITIONING.

1) CONTROL STATION "RABBIT"

NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT", HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM IS NAD 83, LATITUDE 33°56'02.27171"N (GRID 2284367.502. GROUND 2284584.7073) AND LONGITUDE 117°02'03.12956"W (GRID 6323791.935, GROUND 6324393.2146)

2) CONTROL STATION "REST"

NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II HORIZONTAL DATUM IS NAD 83, LATITUDE 33°57'26.63058"N (GRID 2292862.267, GROUND 2293080.2815) AND LONGITUDE 117°01'11.02542"W (GRID 6328245.054, GROUND 6328846.7656).

3) MAP BASE DATUM

A) MEAN SCALE FACTOR IS 1.00001314
B) MEAN ELEVATION IS 2366.920 FEET. NAVD 88
C) MEAN SEAL LEVEL REDUCTION FACTOR 0.999891.788
D) EPOCH 1991.35
E) MAP COMBINATION FACTOR IS: 0.999904925.
F) MAPPING ANGLE AT STATION "REST" IS: -00°25'22.73"

EASEMENT NOTES

1. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION OF AMERICA, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION-OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796, OF OFFICIAL RECORDS OF RIVERSIDE. BLANKET IN NATURE.
2. SOUTHERN CALIFORNIA EDISON COMPANY-OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY DOCUMENT RECORDED APRIL 15, 2014, AS INSTRUMENT NO. 2014-0178381, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
3. CITY OF BEAUMONT, OWNER OF AN EASEMENT FOR STREET AND PUBLIC UTILITY PURPOSES, PER PARCEL MAP 37366, P.M.B. 250/4-7.
4. BEAUMONT CHERRY VALLEY WATER DISTRICT, OWNER OF AN EASEMENT FOR WATER FACILITY PURPOSES, PER PARCEL MAP 37366, P.M.B. 250/4-7.
5. SDC FAIRWAY CANYON, LLC, OWNER OF AN EASEMENT FOR SLOPE AND LANDSCAPE PURPOSES, PER PARCEL MAP 37366, P.M.B. 250/4-7.
6. COUNTY OF RIVERSIDE-OWNER OF AN EASEMENT FOR PUBLIC ROAD, UTILITIES AND DRAINAGE PURPOSES, RECORDED JUNE 2, 1999, AS INSTRUMENT NO. 241545, OF OFFICIAL, RECORDS OF RIVERSIDE COUNTY.

EASEMENT DEDICATION NOTES

1. A 5' WIDE EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES OFFERED FOR DEDICATION HEREON.
2. A 5' WIDE EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES OFFERED FOR DEDICATION HEREON.
3. AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR INGRESS, EGRESS AND RIGHT TO INSPECT WATER QUALITY, STORMWATER, AND DRAINAGE BASIN FACILITIES;

100 50 0 100 200
SCALE: 1"=100'
SCALE 1"=100'

SURVEYOR'S NOTES

( ) INDICATES RECORD AND MEASURED DATA PER PARCEL MAP NO. 37366, P.M.B. 250/4-7, UNLESS OTHERWISE NOTED.

[ ] INDICATES RECORD AND MEASURED DATA PER TRACT MAP NO. 37697, M.B. 476/66-70.

● INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED L.S. 8509, FLUSH, PER P.M.B. 250/4-7, UNLESS OTHERWISE NOTED.

◉ INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED L.S. 8509, FLUSH, PER TRACT No. 37697, M.B. 476/66-70.

■ INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED L.S. 5346, FLUSH, PER R.S. 109/7-13 & P.M.B. 250/4-7, UNLESS OTHERWISE NOTED.

○ INDICATES SET 1" I.D. X 18" I.P. AND TAG "LS 8509", FLUSH (RIV. CO. STD. A MON.)

(X) INDICATES TRACT MAP SHEET NUMBER.

1. SET 1" I.P. AND TAG, "LS 8509", FLUSH, AT ALL REAR LOT CORNERS, AND AT ALL ANGLE POINTS IN SIDE OR REAR LOT LINES, AND IN LIEU OF FRONT CORNERS, SET NAIL AND TAG MARKED "LS 8509" IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES, AND AT ALL B.C.'s, E.C.'s, P.R.C.'s, AND P.C.C.'s, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL TO LETTERED LOT CENTERLINES.
2. ALL MONUMENTS ARE SET AND TAGGED PER RIV. CO, ORDINANCE NO 461.
3. ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP.
4. TRACT NO. 37696 CONTAINS 13.59 ACRES

TRACT MAP NO. 37696

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3, OF PARCEL MAP NO. 37366, AS PER MAP RECORDED IN BOOK 250, PAGES 4 THROUGH 7, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

STEVENSON, PORTO & PIERCE, INC. **DECEMBER, 2021**

SEE SHEET 2 OF 5 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

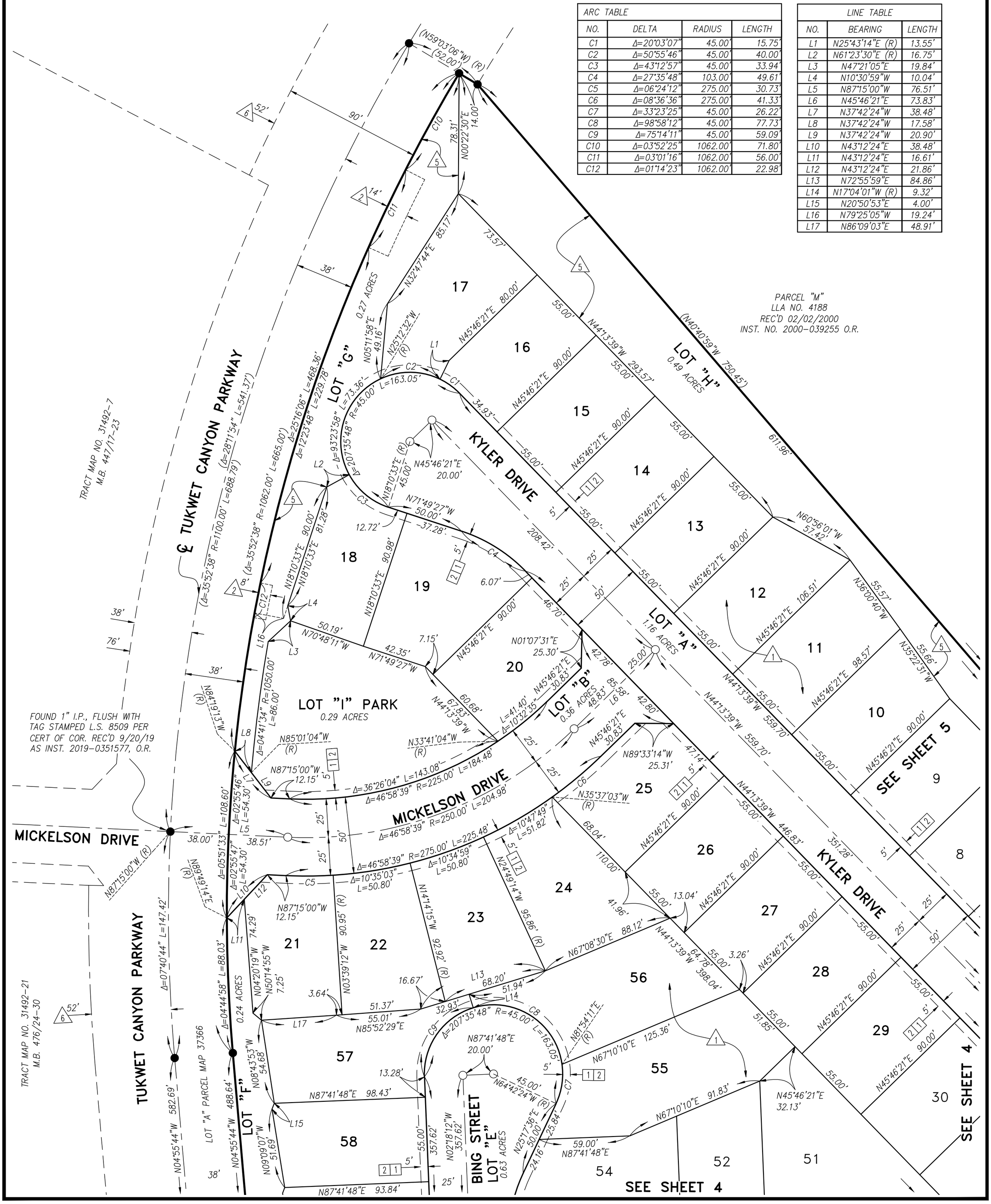
40 20 0 40 80

SCALE: 1"=40'

SCALE 1"=40'

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=20°03'07"	45.00'	15.75'
C2	Δ=50°55'46"	45.00'	40.00'
C3	Δ=43°12'57"	45.00'	33.94'
C4	Δ=27°35'48"	103.00'	49.61'
C5	Δ=06°24'12"	275.00'	30.73'
C6	Δ=08°36'36"	275.00'	41.33'
C7	Δ=33°23'25"	45.00'	26.22'
C8	Δ=98°58'12"	45.00'	77.73'
C9	Δ=75°14'11"	45.00'	59.09'
C10	Δ=03°52'25"	1062.00'	71.80'
C11	Δ=03°01'16"	1062.00'	56.00'
C12	Δ=01°14'23"	1062.00'	22.98'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N25°43'14"E (R)	13.55'
L2	N61°23'30"E (R)	16.75'
L3	N47°21'05"E	19.84'
L4	N10°30'59"W	10.04'
L5	N87°15'00"W	76.51'
L6	N45°46'21"E	73.83'
L7	N37°42'24"W	38.48'
L8	N37°42'24"W	17.58'
L9	N37°42'24"W	20.90'
L10	N43°12'24"E	38.48'
L11	N43°12'24"E	16.61'
L12	N43°12'24"E	21.86'
L13	N72°55'59"E	84.86'
L14	N17°04'01"W (R)	9.32'
L15	N20°50'53"E	4.00'
L16	N79°25'05"W	19.24'
L17	N86°09'03"E	48.91'



SEE SHEET 2 OF 5 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

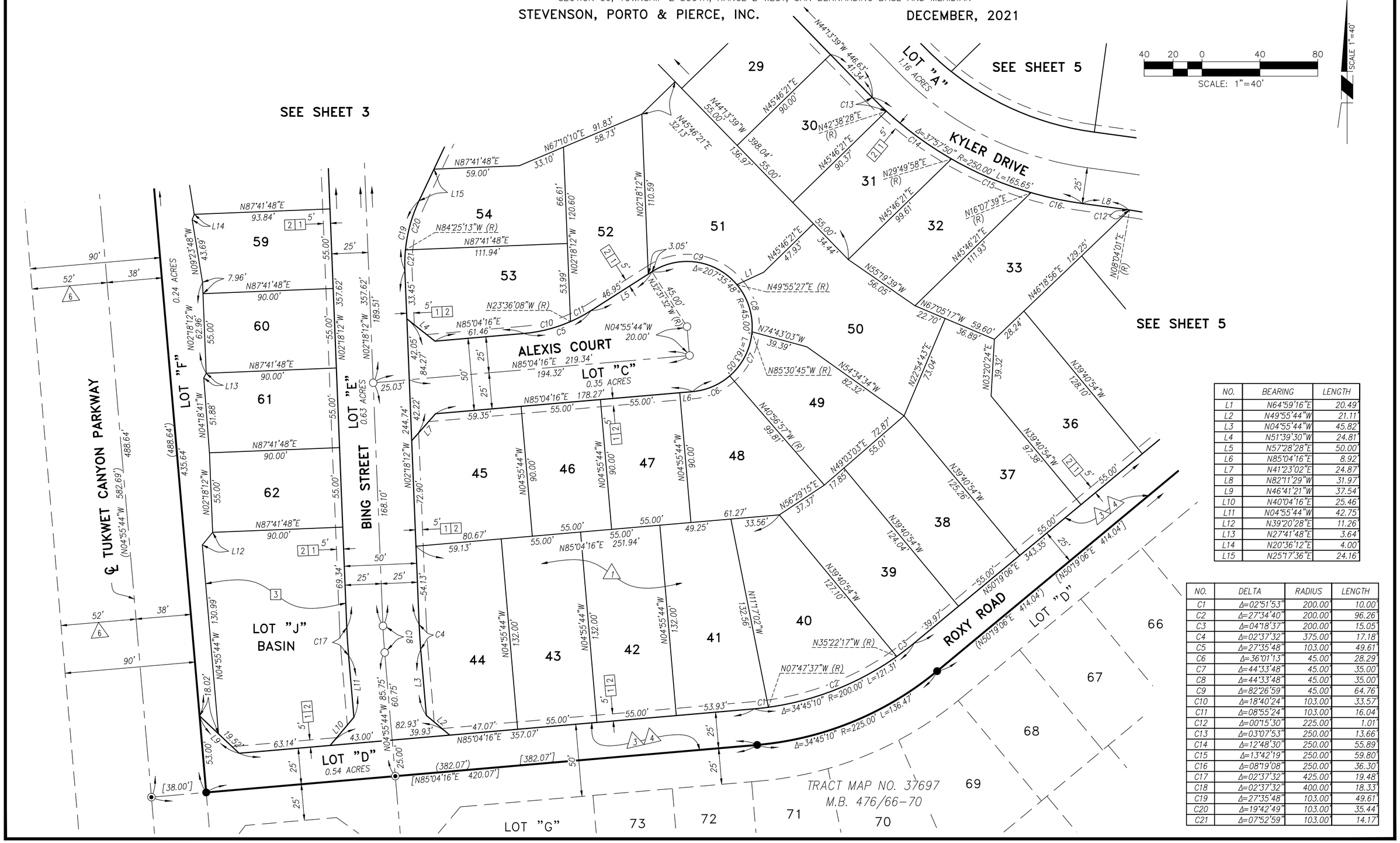
TRACT MAP NO. 37696

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3, OF PARCEL MAP NO. 37366, AS PER MAP RECORDED IN BOOK 250, PAGES 4 THROUGH 7, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

STEVENSON, PORTO & PIERCE, INC.

DECEMBER, 2021



NO.	BEARING	LENGTH
L1	N64°59'16"E	20.49'
L2	N49°55'44"W	21.11'
L3	N04°55'44"W	45.82'
L4	N51°39'30"W	24.81'
L5	N57°28'28"E	50.00'
L6	N85°04'16"E	8.92'
L7	N41°23'02"E	24.87'
L8	N82°11'29"W	31.97'
L9	N46°41'21"W	37.54'
L10	N40°04'16"E	25.46'
L11	N04°55'44"W	42.75'
L12	N39°20'28"E	11.26'
L13	N27°41'48"E	3.64'
L14	N20°36'12"E	4.00'
L15	N25°17'36"E	24.16'

NO.	DELTA	RADIUS	LENGTH
C1	Δ=02°51'53"	200.00'	10.00'
C2	Δ=27°34'40"	200.00'	96.26'
C3	Δ=04°18'37"	200.00'	15.05'
C4	Δ=02°37'32"	375.00'	17.18'
C5	Δ=27°35'48"	103.00'	49.61'
C6	Δ=36°01'13"	45.00'	28.29'
C7	Δ=44°33'48"	45.00'	35.00'
C8	Δ=44°33'48"	45.00'	35.00'
C9	Δ=82°26'59"	45.00'	64.76'
C10	Δ=18°40'24"	103.00'	33.57'
C11	Δ=08°55'24"	103.00'	16.04'
C12	Δ=00°15'30"	225.00'	1.01'
C13	Δ=03°07'53"	250.00'	13.66'
C14	Δ=12°48'30"	250.00'	55.89'
C15	Δ=13°42'19"	250.00'	59.80'
C16	Δ=08°19'08"	250.00'	36.30'
C17	Δ=02°37'32"	425.00'	19.48'
C18	Δ=02°37'32"	400.00'	18.33'
C19	Δ=27°35'48"	103.00'	49.61'
C20	Δ=19°42'49"	103.00'	35.44'
C21	Δ=07°52'59"	103.00'	14.17'

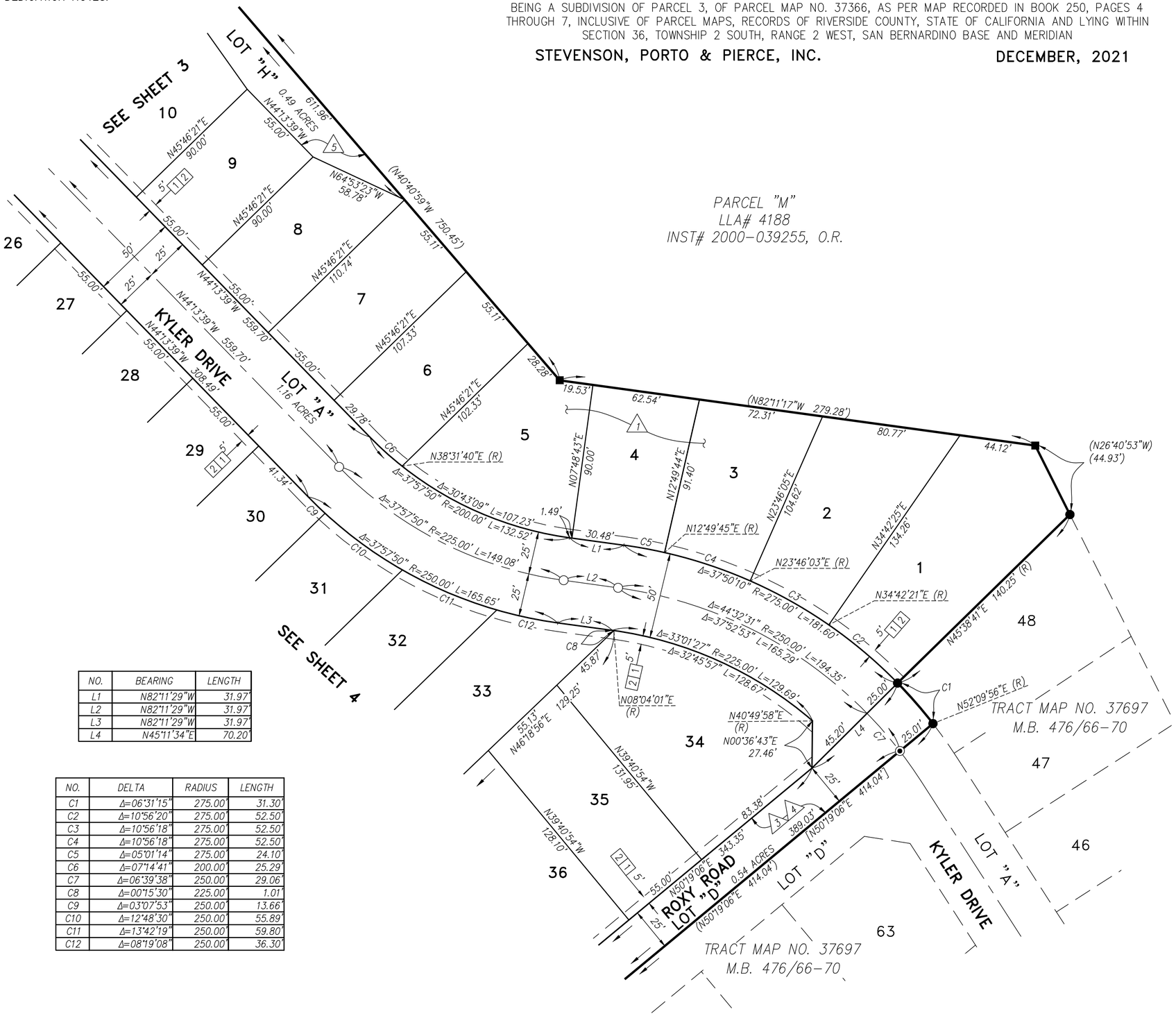
SEE SHEET 2 OF 5 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

TRACT MAP NO. 37696

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3, OF PARCEL MAP NO. 37366, AS PER MAP RECORDED IN BOOK 250, PAGES 4 THROUGH 7, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

STEVENSON, PORTO & PIERCE, INC. DECEMBER, 2021



NO.	BEARING	LENGTH
L1	N82°11'29"W	31.97'
L2	N82°11'29"W	31.97'
L3	N82°11'29"W	31.97'
L4	N45°11'34"E	70.20'

NO.	DELTA	RADIUS	LENGTH
C1	Δ=06°31'15"	275.00'	31.30'
C2	Δ=10°56'20"	275.00'	52.50'
C3	Δ=10°56'18"	275.00'	52.50'
C4	Δ=10°56'18"	275.00'	52.50'
C5	Δ=05°01'14"	275.00'	24.10'
C6	Δ=07°14'41"	200.00'	25.29'
C7	Δ=06°39'38"	250.00'	29.06'
C8	Δ=00°15'30"	225.00'	1.01'
C9	Δ=03°07'53"	250.00'	13.66'
C10	Δ=12°48'30"	250.00'	55.89'
C11	Δ=13°42'19"	250.00'	59.80'
C12	Δ=08°19'08"	250.00'	36.30'

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 37696

DATE OF AGREEMENT: April 18, 2022

NAME OF SUBDIVIDER: Richmond American Homes of Maryland, Inc., a Maryland Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Seasons at The Fairways subdivision consisting of 62 residential lots, _____, originally approved on _____, and Tentative Tract 37696 ("Tract" or "Tentative Tract Map"), originally approved on February 4, 2020.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 617,364.85 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 107590449

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: Travelers Casualty and Surety Company of America

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Richmond America Homes of Maryland, Inc, a Maryland Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $617,364.85 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $617,364.85 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) N/A and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) N/A and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____
EDGAR GOMEZ
VP PROJECT MANAGEMENT

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Bond No.: 107590449

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Richmond American Homes of Maryland, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as project Tract 37696 (Lots 1-62), is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Six Hundred Seventeen Thousand Three Hundred Sixty Four and 85/100ths dollars ($617,364.85) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 14, 2022.

PRINCIPAL:

Richmond American Homes of Maryland, Inc.

By _____
EDGAR GOMEZ
Title VP PROJECT MANAGEMENT

SURETY:

Travelers Casualty and Surety Company of America

By James I. Moore
Title James I. Moore, Attorney-in-Fact

Bond No.: 107590449

BOND FOR SECURITY OF LABORERS AND MATERIALMEN

WHEREAS, the City Council of the City of Beaumont, State of California, and Richmond American Homes of Maryland, Inc. (hereafter designated as "the Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designed public improvements, which agreement, dated _____, 20____, and identified as project Tract 37696 (Lots 1-62), is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of Six Hundred Seventeen Thousand Three Hundred Sixty Four and 85/100ths dollars ($617,364.85), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 14, 2022.

PRINCIPAL:

Richmond American Homes of Maryland, Inc.

By _____
EDGAR GOMEZ
Title VP PROJECT MANAGEMENT

SURETY:

Travelers Casualty and Surety Company of America

By _____
Title James I. Moore, Attorney-in-Fact

State of Illinois}
} ss.
County of DuPage }

On April 14, 2022, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025

OFFICIAL SEAL
JENNIFER J. McCOMB
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires September 10, 2025

Jennifer J. McComb, Notary Public

Commission No. 721282

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James I Moore** of **DOWNERS GROVE**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of April, 2022.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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 April 18th, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez,
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.

JODIE ATHA
Notary Public - California
Riverside County
Commission # 2390833
My Comm. Expires Feb 11, 2026

Signature Jodie Atha (Seal)

CERTIFICATE OF RESOLUTION

I, Joseph H. Fretz, as Secretary of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation

By: _____
Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 13TH day of February 2020.

City of Beaumont
PUBLIC WORKS
APPROVED
Reviewed by: D. Christensen
04/06/2022 4:00:05 PM
APPROVAL OF THIS PLAN DOES NOT PERMIT ANY WORK WITHIN THE RIGHT-OF-WAY. ALL WORK OR TEMPORARY MATERIAL STORAGE WITHIN THE PUBLIC RIGHT-OF-WAY REQUIRES AN ENCROACHMENT PERMIT.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract No. 37696 (PA 25, 62 lots) - Street Improvement Plans
DATE: 03/30/22

PP, CUP NO.: _____ BY: Jimmy Chen, SP2, Inc.

IMPROVEMENTS	FAITHFUL PERFORMANCE LABOR & MATERIALS SECURITY (of Estimated Construction Costs)	100% 100%
Streets/Drainage	$ 617,364.85	
Sewer	$ -	
Total	$ 617,364.85	
Warranty Retension (22.5%)	$ 138,907.09	

Street/Drainage Plan Check Fees = _____
Sewer Plan Check Fees = _____
Street Inspection Fees = _____
Sewer Inspection Fees = _____

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

03/30/22
Date

Jimmy C. Chen
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
JIMMY C. CHEN
NO. C51394
EXP. 6-30-2022
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25, 62 lots) - Street Improvement Plans DATE: 03/30/22

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(262,230 sf)	$ 15.00	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
	S.F.	Grinding A.C. in place	$ 1.00	$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 6.00	$ -
122	L.F.	Remove A.C. Dike	$ 3.00	$ 366
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
	S.F.	Cold Plane A.C. Pavement	$ 1.00	$ -
	E.A.	Relocate Mailbox	$ 250.00	$ -
6	E.A.	Blue Pavement Reflector	$ 750.00	$ 4,500
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25, 62 lots) - Street Improvement Plans DATE: 03/30/22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
1,425	TON	Asphalt Concrete - 144 lbs/cu. Ft. (59,987 SF @ AC 0.33')	$ 90.00	$ 128,250
1,111	C.Y.	Aggregate Base Class II (59,987 SF @ AB 0.50')	$ 50.00	$ 55,550
4	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (59,587 SF) apply at 0.05 + 0.03 = 0.08 gal/SY	$ 600.00	$ 2,400
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 1.00	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
3,388	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ 33,880
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
3,420	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 34,200
29,887	S.F.	P.C.C. Sidewalk	$ 6.00	$ 179,322
8,525	S.F.	P.C.C. Drive Approach (17' Wide)	$ 8.00	$ 68,200
8	EA.	Handicapped Access Ramp	$ 1,500.00	$ 12,000
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
72	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ 288
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25, 62 lots) - Street Improvement Plans DATE: 03/30/22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
3	EA.	Street Name Sign	$ 275.00	$ 825
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 45.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 60.00	$ -
36	L.F.	Barricades	$ 28.00	$ 1,008
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Relocate Power Pole	$ 10,000.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
68	EA.	Street Trees (15 gallon)	$ 150.00	$ 10,200
	L.S.	Landscape and Irrigation	$ -	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain Std. 309	$ 2,000.00	$ -
	EA.	Flat Outlet Drainage Structure Std. 303	$ 500.00	$ -
	EA.	Curb Outlet Drainage Structure Std. 308	$ 500.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
2	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	$ 3,000
4	EA.	"STOP" Pavement Marking	$ 200.00	$ 800
4	EA.	Limit Line	$ 75.00	$ 300
4	EA.	R1 "STOP SIGN"	$ 250.00	$ 1,000
3	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ 750
	EA.	W53 "NOT A THROUGH STREET"	$ 250.00	$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25, 62 lots) - Street Improvement Plans DATE: 03/30/22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 75.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ -
	L.F.	18" R.C.P.	$ 60.00	$ -
	L.F.	24" R.C.P.	$ 70.00	$ -
	L.F.	30" R.C.P.	$ 80.00	$ -
	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25, 62 lots) - Street Improvement Plans DATE: 03/30/22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
	EA.	Catch Basin W = 14'	$ 5,500.00	$ -
	EA.	Catch Basin W = 21'	$ 9,000.00	$ -
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
	L.S.	Remove & Dispose of Interferring 30" Storm Drain and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	EA.	Local Depression per RCTD Std 311 Case B	$ 1,200.00	$ -
	EA.	Local Depression per RCTD Std 311 Case C	$ 1,500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25, 62 lots) - Street Improvement Plans DATE: 03/30/22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter	$ 4.00	$ -
	LS	Signal & Lighting	$ 100,000.00	$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A.	Subtotal	$ 536,839
B.	Contingency (15%)	$ 80,526
C.	Streets/Drainage Total (A + B)	$ 617,365

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25, 62 lots) - Street Improvement Plans DATE: 03/30/22

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" P.V.C. (45 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
	L.F.	8" V.C.P.	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	L.F.	15" V.C.P.	$ 50.00	$ -
	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
	EA.	Drop Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	Sewer Y's	$ 25.00	$ -
	EA.	Chimneys	$ 400.00	$ -
	EA.	Adjust M.H. to grade	$ 500.00	$ -
	L.F.	Concrete Encasement	$ 35.00	$ -
	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
	L.S.	Sewer Lift Station	$ -	$ -
	EA.	Backflow prevention device	$ 250.00	$ -
				$ -
				$ -

A. Subtotal $ -

B. Contingency (15% x A) $ -

C. Sewer Total (A + B) $ -

****

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 37696

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
6. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
7. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
8. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.
9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
10. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
11. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITEE #_____ ON THE PLAN.
14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
15. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
16. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
17. FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
19. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

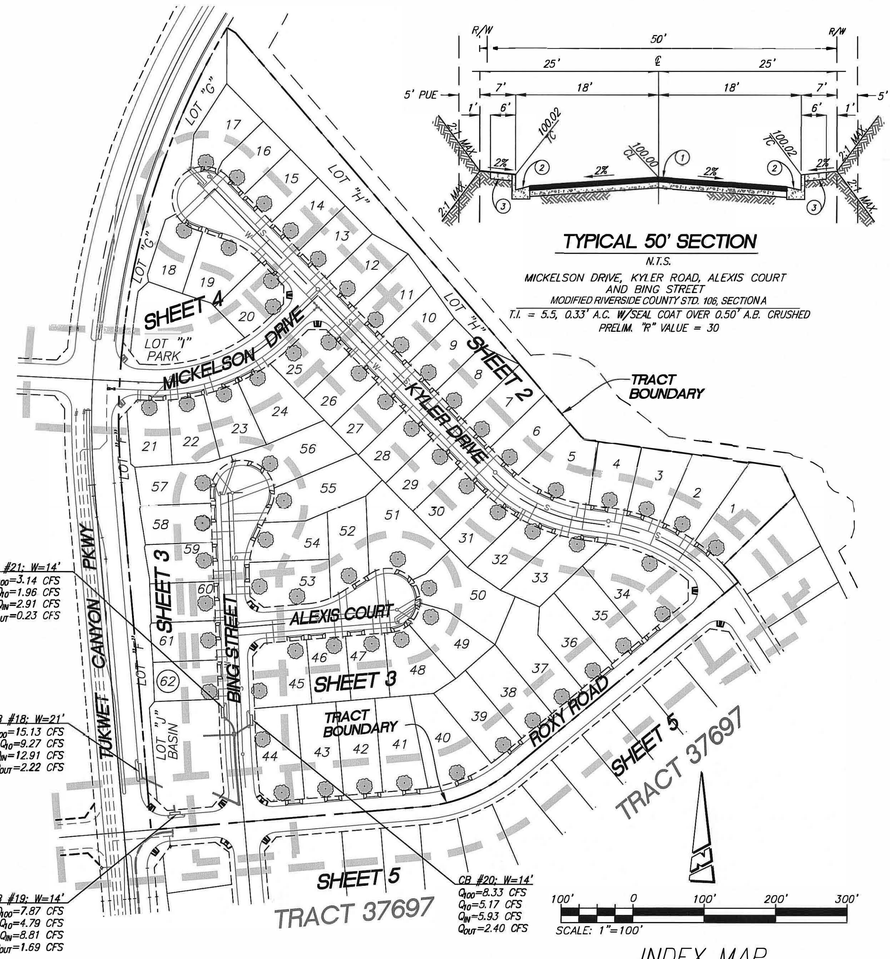
1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

UNDERGROUND STRUCTURES

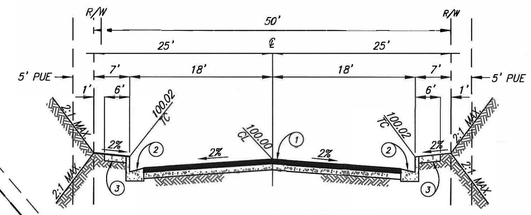
ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORD EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED; NOT INDICATED ON THE PUBLIC RECORDS EXAMINED; LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

NOTE

1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.



INDEX MAP



TYPICAL 50' SECTION

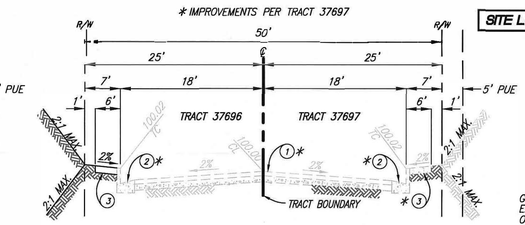
N.T.S.

MICKELSON DRIVE, KYLER ROAD, ALEXIS COURT AND BING STREET

MODIFIED RIVERSIDE COUNTY STD. 108, SECTION A

T.I. = 5.5, 0.33' A.C. W/SEAL COAT OVER 0.50' A.B. CRUSHED

PRELIM. "R" VALUE = 30



TYPICAL 50' SECTION

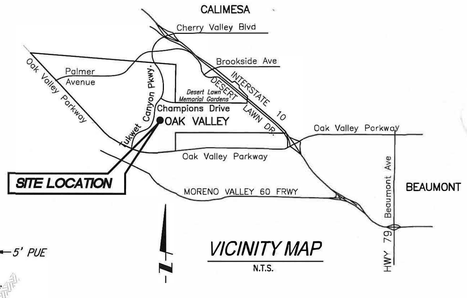
N.T.S.

ROXY ROAD

MODIFIED RIVERSIDE COUNTY STD. 108, SECTION A

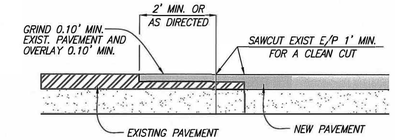
T.I. = 5.5, 0.33' A.C. W/SEAL COAT OVER 0.50' A.B. CRUSHED

PRELIM. "R" VALUE = 30



VICINITY MAP

N.T.S.



11 PAVING OVERLAY / JOIN DETAIL

N.T.S.

ASSESSOR'S PARCEL NO.

413-790-020

LEGAL DESCRIPTION

TRACT MAP. NO. 37696: PARCEL 3 OF PARCEL MAP 37366 AS PER MAP RECORDED IN BOOK _____ PAGES _____, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PREPARED BY:

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE
SUITE 200
MURRIETA, CA 92562
(951) 200-6840

OWNER/APPLICANT:

SDC FAIRWAY CANYON, LLC
A DELEWARE LIMITED LIABILITY COMPANY
2392 MORSE AVENUE
IRVINE, CA 92614
(949) 241-8403 OFFICE
(951) 722-0525 MOBILE
CONTACT: CHERRYL THOMPSON

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

1	CONSTRUCT 0.33' A.C. OVER 0.50' A.B.	59,987 S.F.
2	CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200	3,388 L.F.
3	CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)	29,887 S.F.
4	INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816	3 EA.
5	CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A	6 EA.
6	CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE B	2 EA.
7	CONSTRUCT CROSS-GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209/209A	3,420 S.F.
8	CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "B". (CATCH BASIN'S PER SEP. PLAN)	2 EA.
10	REMOVE 6" AC DIKE	122 L.F.
11	JOIN EXISTING PAVEMENT PER DETAIL ON SHEET 1	72 S.F.
12	CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810	36 L.F.
13	INSTALL R1 STOP SIGN ON STREET NAME SIGN POST PER RIVERSIDE COUNTY STD NO. 815	4 EA.
14	THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E	4 EA.
15	THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D	4 EA.
16	INSTALL W14-1 "DEAD END" SIGN PER CALTRANS TRAFFIC MANUAL	3 EA.
19	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.	8 EA.
20	CONSTRUCT STREET LIGHT PER SEPARATE PLAN	--
21	CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=~~16~~ 17') (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)	6,465 S.F.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 — DATE 05/24/21
EXPIRATION DATE 12-31-2022

WORK TO BE DONE

THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
   FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
   SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
   ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.
4. RESOLUTION NO _____, DATED _____.
5. SOILS REPORT AND RECOMMENDATIONS BY ALTA CALIFORNIA GEOTECHNICAL INC., DATED 6/3/2019.

LEGEND

RIGHT-OF-WAY, R/W	PROP.	PROPOSED	PRVC	POINT OF REVERSE VERTICAL CURVE
FUTURE RIGHT-OF-WAY, R/W	EXIST.	EXISTING	(1329.02)	EXISTING ELEVATION
TRACT BOUNDARY	CL, C/L	CENTERLINE	1479.70	PROPOSED ELEVATION
CENTERLINE, CL	TC	TOP OF CURB	LT	LEFT
PROP STORM DRAIN	FL	FLOW LINE	RT	RIGHT
EXISTING STORM DRAIN	FS	FINISHED SURFACE	FH	FIRE HYDRANT
DIRECTION OF FLOW	EP	EDGE OF PAVEMENT	ST	STREET
STOP SIGN ON STREET NAME SIGN	CB	CATCH BASIN	R/W	RIGHT OF WAY
CONCRETE	AC	ASPHALTIC CONCRETE	D/W	DRIVEWAY
AC PAVING	AB	AGGREGATE BASE	V.C.	VERTICAL CURVE
A.C. OVERLAY/JOIN EXISTING	BCR	BEGIN CURB RETURN	PI	POINT OF INTERSECTION
PROPOSED STREET TREE	ECR	END CURB RETURN	PVI	POINT OF VERTICAL INTERSECTION
PROPOSED CATCH BASIN	BVC	BEGIN VERTICAL CURVE	PRC	POINT OF REVERSE CURVE
FIRE HYDRANT	MVC	MIDDLE VERTICAL CURVE	PCC	POINT OF COMPOUND CURVE
SD CLEANOUT	EVC	END VERTICAL CURVE	STD	STANDARD
CURB & GUTTER				
FLOW LINE				
PROPERTY LINE				
BLUE REFLECTIVE MARKER				
REDUCED SPEED AHEAD SIGN				

WDID NO. 833C364442

INDEX OF SHEETS

SHEET 1 – TITLE SHEET – GENERAL NOTES – INDEX MAP
SHEET 2 – KYLER DRIVE 9+49.73 TO 14+86.38
SHEET 3 – ALEXIS COURT 15+43.79 TO 20+14.18
BING STREET 10+00.00 TO 12+30.17
SHEET 4 – MICKELSON DRIVE 10+00.00 TO 19+92.58
SHEET 5 – ROXY ROAD 10+00.00 TO 19+45.57
SHEET 6 – SIGNAGE AND STRIPING

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
SP2	1	REVISED DWY. WIDTH & STA./LOCATIONS	GA	4/11/22
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY R.C.E. 45920 EXP. 12-31-2022 — 05/24/21 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 05/24/21
JOB NUMBER: 06.002.000

CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

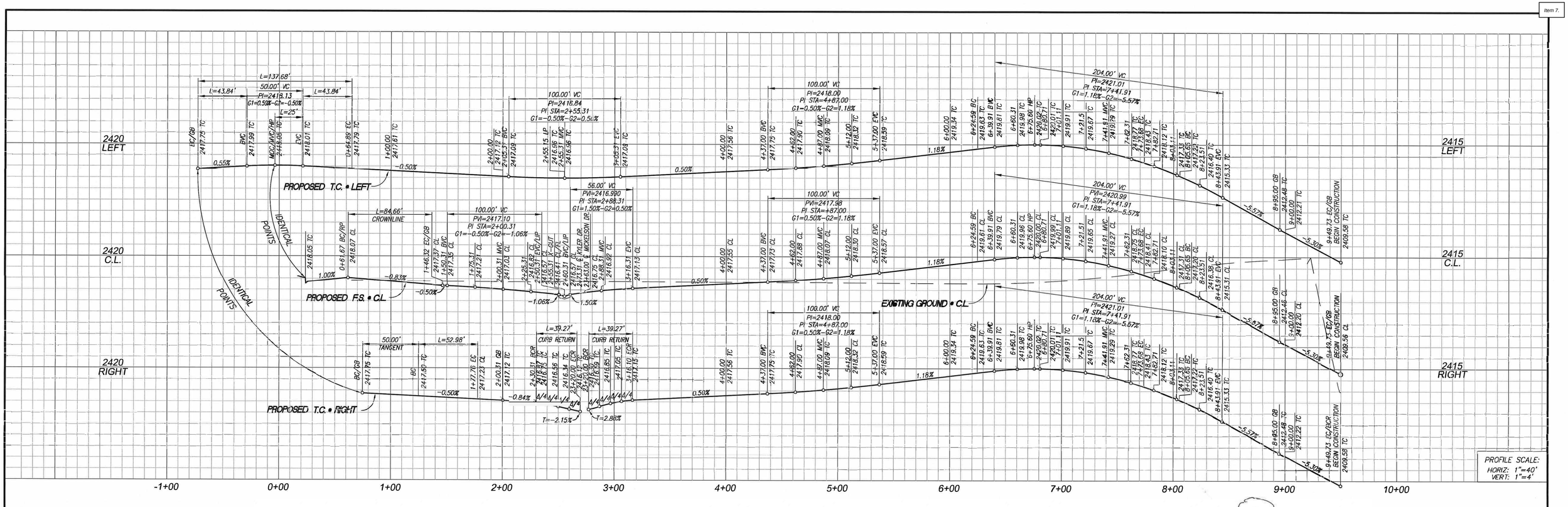
Reviewed By: _____ Staff Engineer — Date: 04-06-22
Recommended for Approval By: _____ Administrative Engineer — Date: 04-06-22
Approved By: _____ City Engineer/Director of Public Works — Date: 04/11/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

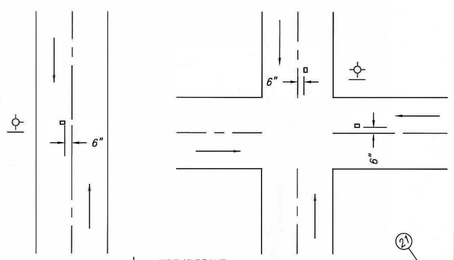
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 37696
TITLE SHEET
INDEX MAP AND DETAILS

SHEET 1 OF 6 SHEETS
FILE NO: 3359A

Plotted: May 24, 2021 – 12:31pm By: juand DWG: N:\06.002.000\Drawings\PA-25\Final Engineering\Street Improvements\Tr. 37696\ST-Sht 01.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



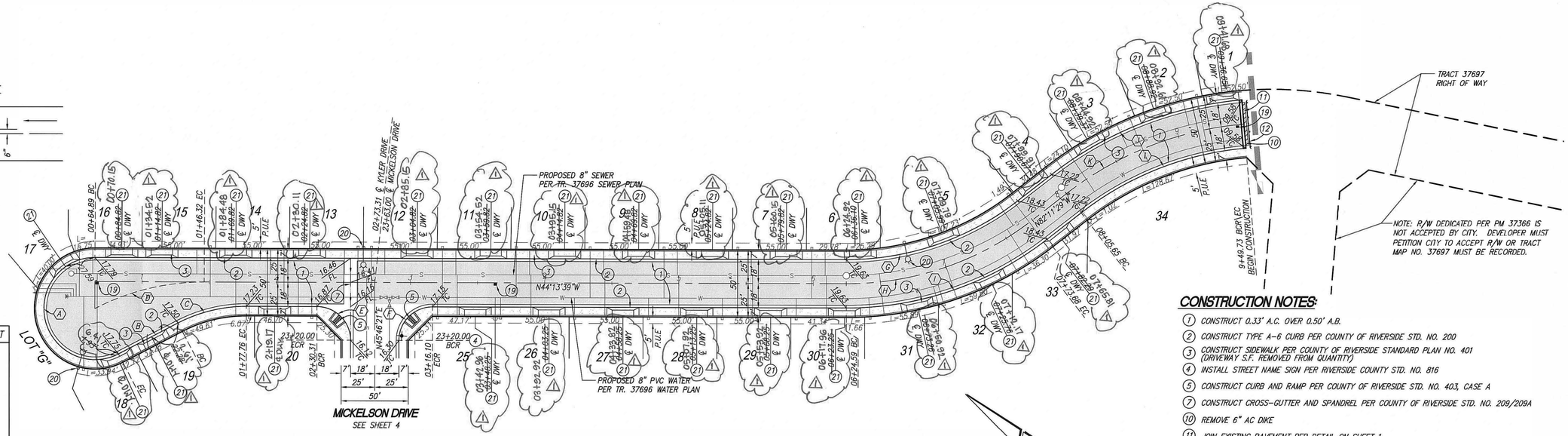
= FIRE HYDRANT

= BLUE PAVEMENT MARKER

TYPICAL PAVEMENT MARKER LOCATION
DETAIL A
N.T.S.

CURVE / LINE DATA TABLE:

	DELTA / BEARING	RADIUS	LENGTH	TANGENT
A	207°35'48"	38.00'	137.68'	154.73'
B	71°49'27"	--	50.00'	--
C	27°35'48"	110.00'	52.98'	27.02'
D	27°35'48"	175.78'	84.66'	43.17'
E	90°00'00"	25.00'	39.27'	25.00'
F	90°00'00"	25.00'	39.27'	25.00'
G	37°57'50"	207.00'	137.16'	71.20'
H	37°57'50"	225.00'	149.08'	77.39'
I	37°57'50"	243.00'	161.01'	83.59'
J	33°01'05"	268.00'	154.44'	79.43'
K	33°01'05"	250.00'	144.08'	74.10'
L	33°01'05"	232.00'	133.70'	68.76'



CONSTRUCTION NOTES:

1. CONSTRUCT 0.33' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816
5. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
7. CONSTRUCT CROSS-GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209/209A
10. REMOVE 6" AC DIKE
11. JOIN EXISTING PAVEMENT PER DETAIL ON SHEET 1
12. CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810*
19. INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.
20. CONSTRUCT STREET LIGHT PER SEPARATE PLAN
21. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16') (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

* IF TRACT 37696 AND 37697 ARE CONSTRUCTED CONCURRENTLY, BARRICADE IS NOT REQUIRED.

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
SP2	1	REVISED DWY. WIDTH & STA. LOCATIONS		4/11/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25100 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 05/24/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
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CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: Staff Engineer — Date: 04-06-22
Recommended for Approval By: Administrative Engineer — Date: 04-06-22
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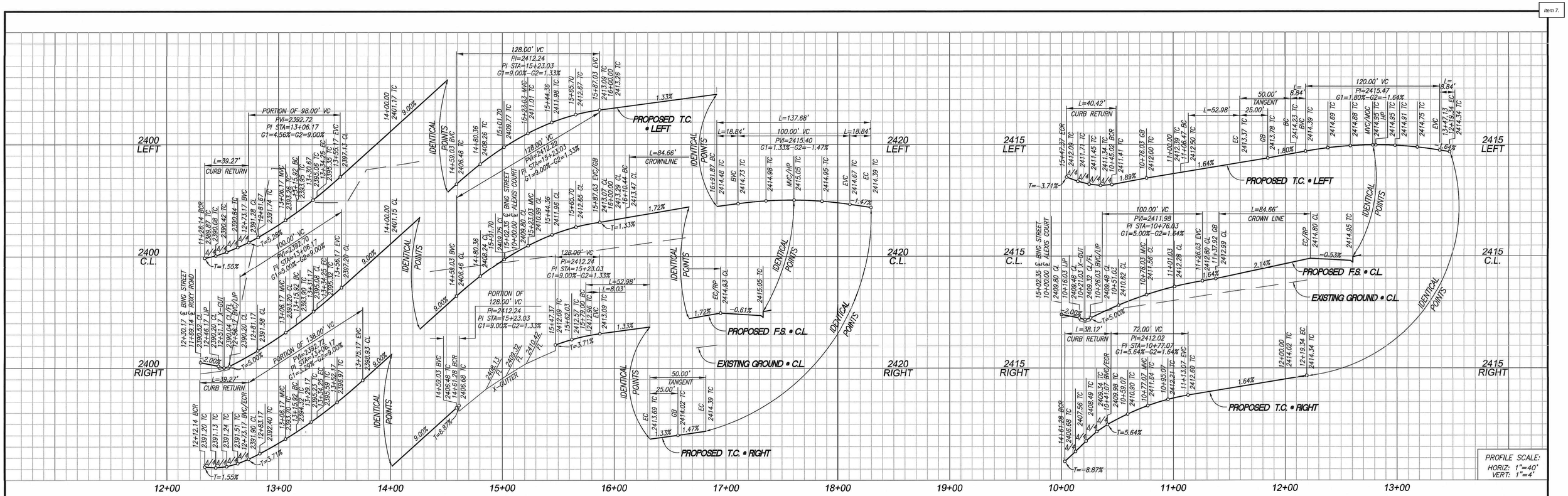
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

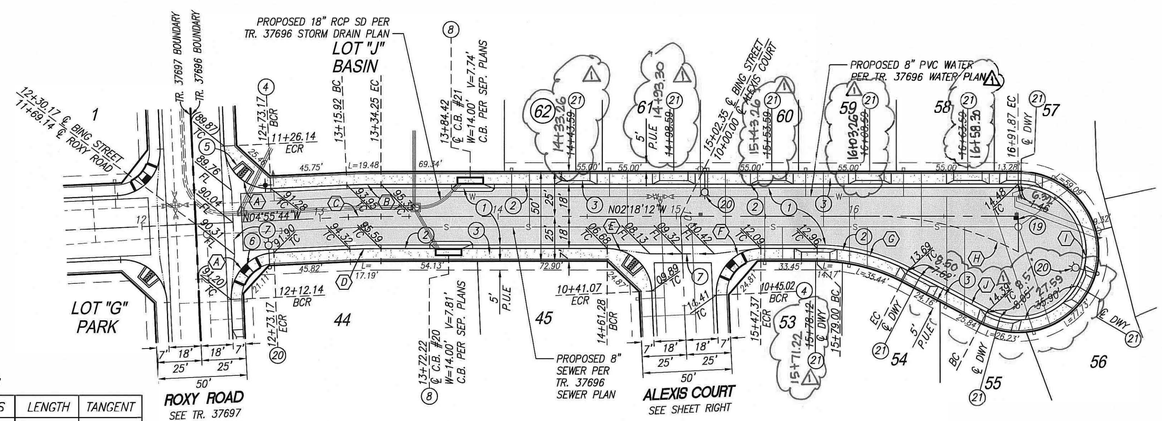
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 37696
KYLER DRIVE
STA: 9+49.73 TO STA: 14+86.38

SHEET 2 OF 6 SHEETS
FILE NO: 3359A

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: May 24, 2021 – 12:31pm By: juand DWG: N:\06.002.000\Drawings\P4-25\Final Engineering\Street Improvements\Tr. 37696\ST-Sht 02.dwg





CURVE / LINE DATA TABLE:

	DELTA / BEARING	RADIUS	LENGTH	TANGENT
A	90°00'00"	25.00'	39.27'	25.00'
B	2°37'32"	418.00'	19.16'	9.58'
C	2°37'32"	400.00'	18.33'	9.17'
D	2°37'32"	382.00'	17.51'	8.75'
E	87°22'28"	25.00'	38.12'	23.88'
F	92°37'32"	25.00'	40.42'	26.17'
G	27°35'48"	110.00'	52.98'	27.02'
H	27°35'48"	175.78'	84.66'	43.17'
I	207°35'48"	38.00'	137.68'	154.73'
J	25°17'36"	---	50.00'	---
K	27°35'48"	110.00'	52.98'	27.02'
L	27°35'48"	175.78'	84.66'	43.17'
M	207°35'48"	38.00'	137.68'	154.73'

CONSTRUCTION NOTES:

1. CONSTRUCT 0.33' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816
5. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
6. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE B
7. CONSTRUCT CROSS-GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209/209A
8. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "B". (CATCH BASIN'S PER SEP. PLAN)
19. INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.
20. CONSTRUCT STREET LIGHT PER SEPARATE PLAN
21. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16') (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

SCALE: 1"=40'

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
SP2	1	REVISED DWY. WIDTH & STA. / LOCATIONS		4/11/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6646
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
05/24/21
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 05/24/21
JOB NUMBER: 06.002.000

CITY of BEAUMONT — CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer — Date: 04-06-22
Recommended for Approval By: _____ Administrative Engineer — Date: 04-06-22
Approved By: _____ City Engineer/Director of Public Works — Date: ~~04/11/2022~~

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 37696
ALEXIS COURT
STA: 15+43.79 TO STA: 20+14.18
BING STREET
STA: 10+00.00 TO STA: 12+30.17

SHEET 3 OF 6 SHEETS
FILE NO: 3359A

Plotted: May 24, 2021 – 12:31pm By: juand DWG: N:\06.002.000\Drawings\PA-25\Final Engineering\Street Improvements\Tr. 37696\ST-Sht 03.dwg

PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

CONSTRUCTION NOTES:

1. CONSTRUCT 0.33' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816
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20. CONSTRUCT STREET LIGHT PER SEPARATE PLAN
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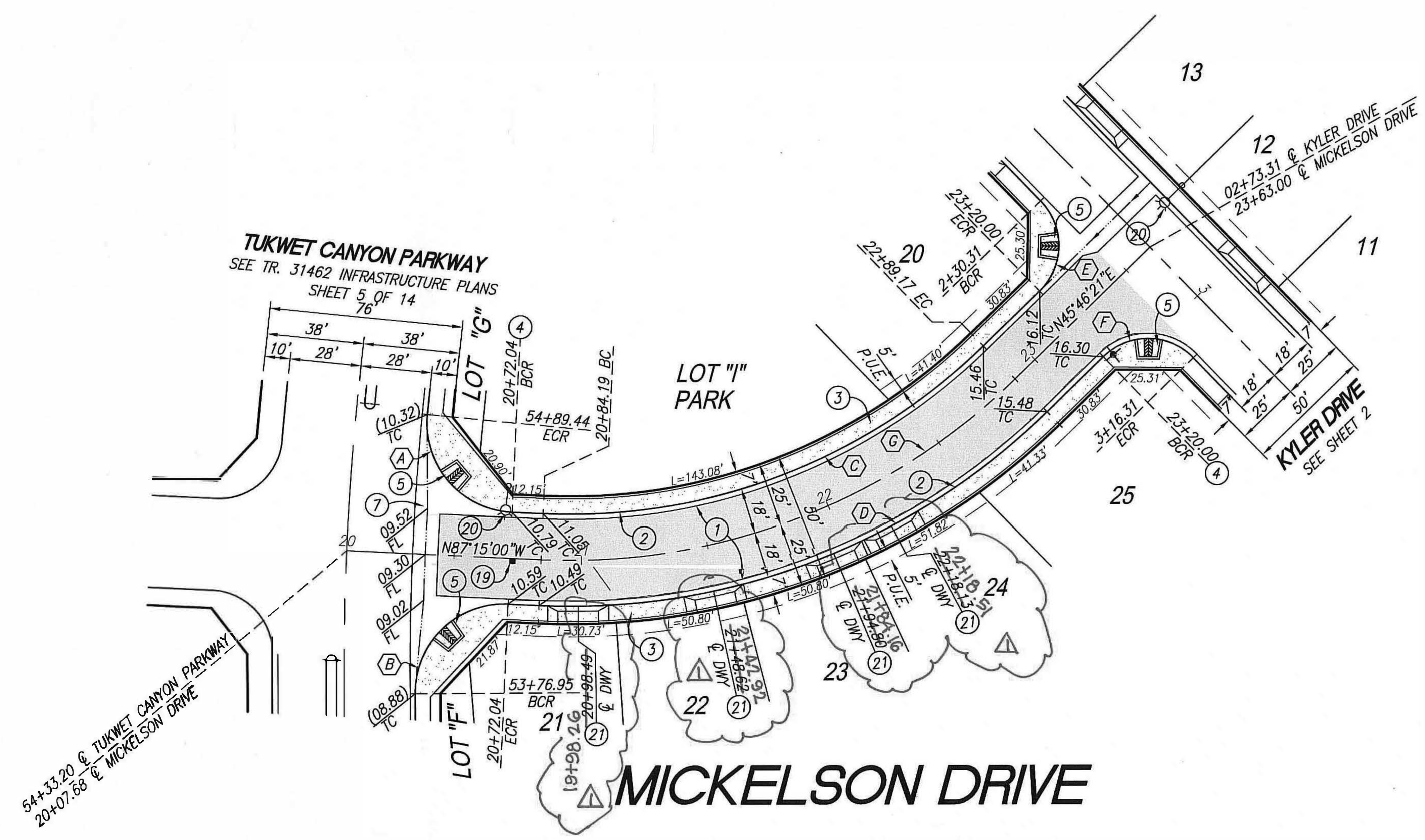

SCALE: 1"=40'

CURVE / LINE DATA TABLE:

	DELTA / BEARING	RADIUS	LENGTH	TANGENT
A	92°55'47"	35.00'	56.77'	36.84'
B	92°55'47"	35.00'	56.77'	36.84'
C	46°58'39"	232.00'	190.22'	100.82'
D	46°58'39"	268.00'	219.74'	116.47'
E	89°59'57"	25.00'	39.27'	25.00'
F	90°00'00"	25.00'	39.27'	25.00'
G	46°58'39"	250.00'	204.98'	108.64'

DIGALERT
Call 2 Working Days Before You Dig!
811

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DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
SP2	1	REVISED DWY. WIDTH & STA. / LOCATIONS	J.H.	4/11/22
ENGINEER		REVISIONS		CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 05/24/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 05/24/21
JOB NUMBER: 06.002.000

CITY of BEAUMONT
CALIFORNIA
INC. NOV. 18, 1912

Reviewed By: Staff Engineer Date: 04-06-22
Recommended for Approval By: Administrative Engineer Date: 04-06-22
Approved By: City Engineer/Director of Public Works Date: 04/11/2022

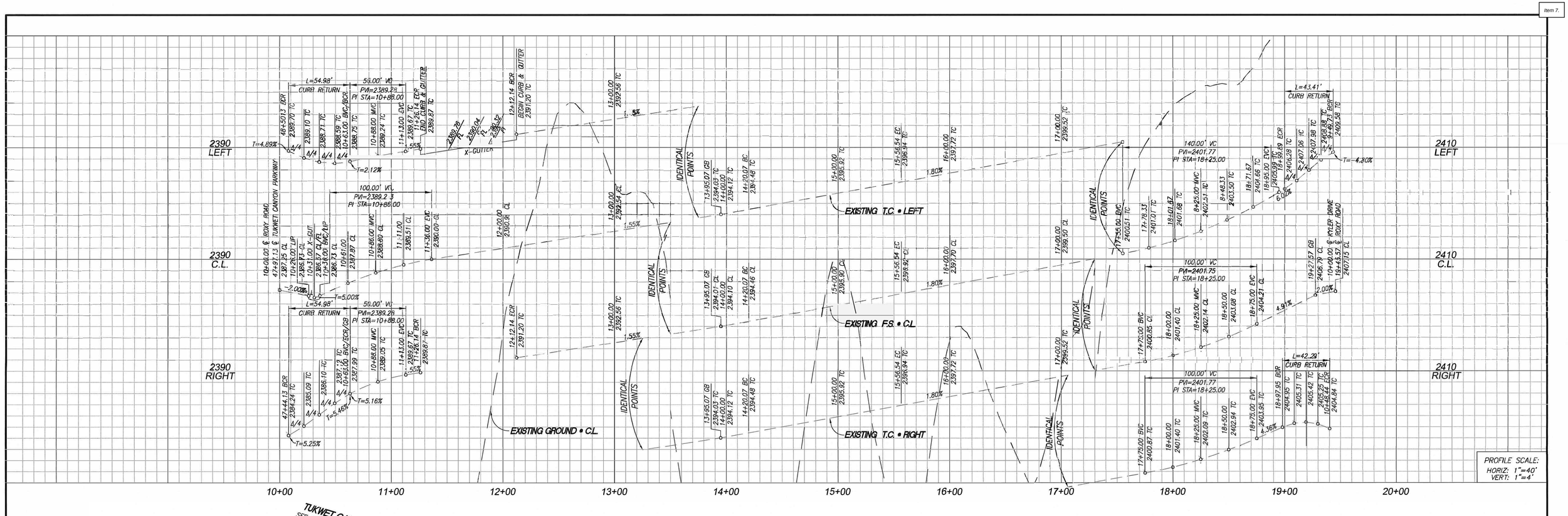
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

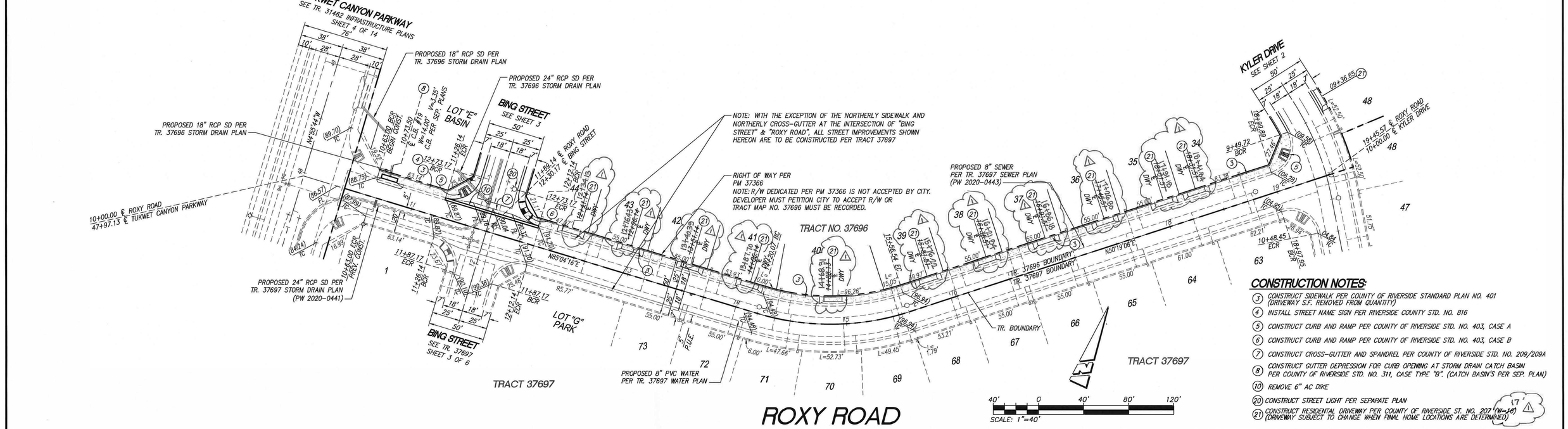
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 37696
MICKELSON DRIVE
STA: 10+00.00 TO STA: 19+92.58

SHEET 4 OF 6 SHEETS
FILE NO: 3359A

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: May 24, 2021 - 12:32pm By: juand DWG: N:\06.002.000\Drawings\PA-25\Final Engineering\Street Improvements\Tr. 37696\ST-Sht 04.dwg





CONSTRUCTION NOTES:

(3) CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
(4) INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816
(5) CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
(6) CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE B
(7) CONSTRUCT CROSS-GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209/209A
(8) CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "B". (CATCH BASIN'S PER SEP. PLAN)
(10) REMOVE 6" AC DIKE
(20) CONSTRUCT STREET LIGHT PER SEPARATE PLAN
(21) CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16') (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

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811

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
SP2	1	REVISED DWY. WIDTH & STA./ LOCATIONS	JA	4/11/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
05/24/21
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 05/24/21
JOB NUMBER: 06.002.000

CITY of BEAUMONT — CALIFORNIA — INC. NOV 18, 1912

Reviewed By: Staff Engineer — Date: 04-06-22
Recommended for Approval By: Administrative Engineer — Date: 04-06-22
Approved By: City Engineer/Director of Public Works — Date: 04/11/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 37696
ROXY ROAD
STA: 10+00.00 TO STA: 19+45.57

SHEET 5 OF 6 SHEETS
FILE NO: 3359A

PRELIMINARY NOT FOR CONSTRUCTION Plotted: May 24, 2021 – 12:32pm By: juand DWG: N:\06.002.000\Drawings\PA-25\Final Engineering\Street Improvements\Tr. 37696\ST-Sht 05.dwg

GENERAL SIGNAGE/STRIPING NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2010 CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AND THE RIVERSIDE COUNTY STANDARD PLANS, LATEST EDITION HEREAFTER REFERRED TO AS THE STANDARD SPECIFICATIONS AND STANDARD PLANS UNLESS OTHERWISE SPECIFIED.
2. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND SIGNS, (EXCEPT PAVEMENT LEGENDS), SHALL COMPLY WITH THE 2010 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PAVEMENT LEGENDS SHALL EXACTLY MATCH THE CITY OF BEAUMONT STANDARD STENCILS.
4. RAISED PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 85 OF THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS, ENTITLED "PAVEMENT MARKERS". ADHESIVE FOR PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 95-2.04 OF CALTRANS STANDARD SPECIFICATIONS (2010 EDITION) ENTITLED "RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS".
5. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS SHALL CONFORM TO THE SECTION 84-2, ENTITLED "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS (2010 EDITION).
6. ALL TRAFFIC STRIPING, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS THAT CONFLICT OR CONFUSE TRAFFIC AS A RESULT OF THE NEWLY INSTALLED WORK SHOWN ON THIS PLAN SHALL REMOVED BY WET SANDBLASTING OR GRINDING AS DIRECTED BY THE ENGINEER.
7. DEBRIS FROM REMOVAL OPERATIONS SHALL BE CONTAINED WITHIN THE WORK AREA AND THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT PERSONS AND PROPERTY ADJACENT TO THE SANDBLASTING OPERARATIONS. THE DEBRIS RESULTING FROM THE SANDBLASTING SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. DEBRIS WITHIN THE ROADWAY SHALL BE REMOVED BY MECHANICAL SWEEPING OR HIGH-POWER VACUUM.
8. ALL SIGNS SHALL CONFORM TO SECTION 56, ENTITLED "SIGNS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2010 EDITION). SIGNS SHALL BE REFLECTORIZED SHEET ALUMINUM USING HIGH INTENSITY GRADE SHEETING WITH 3M #1150 PROTECTIVE OVERLAY FILM OR APPROVED EQUAL. ALL SIGNS SHALL BE MOUNTED WITH THEFT/VANDA-PROOF FASTENERS.
9. ALL SIGNS SHALL BE STANDARD SIZE IN ACCORDANCE WITH THE 2010 MUTCD, EXCEPT PARKING RELATED SIGNS SHALL BE 12' x 18".
10. PER GOVERNMENT CODE SECTION 4216, IF THE WORK IN AN AREA WHICH IS KNOWN, OR REASONABLY SHOULD KNOW, TO CONTAIN SUBSURFACE INSTALLATIONS, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-227-2600 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCING ANY WORK THAT PENETRATES THE EXISTING SURFACE.
11. STRIPING LAYOUT SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO APPLICATION OF THE THERMOPLASTIC MATERIAL. CONTACT THE CITY PUBLIC WORKS DEPARTMENT CITY INSPECTOR AT (951) 769-8520 EXT. 250 (BEAUMONT) 2 WORKING DAYS PRIOR TO LAYOUT.
12. STEEL SIGN POSTS INSTALLED IN CONCRETE AREAS SHALL BE INSTALLED IN METAL SLEEVES TO FACILITATE REPLACEMENT. ALL POSTS SHALL BE 2" TELSPAR POSTS UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES

(13) INSTALL R1 STOP SIGN ON STREET NAME SIGN POST PER RIVERSIDE COUNTY STANDARD NO. 815
(14) THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E
(15) THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D
(16) INSTALL W14-1 "DEAD END" SIGN PER CALTRANS TRAFFIC MANUAL

60' 0 60' 120' 180'
SCALE: 1"=60'

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 05/24/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 05/24/21
JOB NUMBER: 06.002.000

CITY of BEAUMONT CALIFORNIA INC.NOV.18.1912

Reviewed By: Staff Engineer Date: 04-06-22
Recommended for Approval By: Administrative Engineer Date: 04-06-22
Approved By: City Engineer/Director of Public Works Date: 04/11/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 37696
SIGNAGE AND STRIPING

SHEET 6 OF 6 SHEETS
FILE NO: 3359A

Plotted: May 24, 2021 - 12:32pm By: juand DWG: N:\06.002.000\Drawings\P4-25\Final Engineering\Street Improvements\Tr. 37696\ST-Sht 06.dwg

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 37696

DATE OF AGREEMENT: April 18, 2022

NAME OF SUBDIVIDER: Richmond American Homes of Maryland, Inc., a Maryland Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Seasons at The Fairways subdivision consisting of 62 residential lots, _____, originally approved on _____, and Tentative Tract 37696 ("Tract" or "Tentative Tract Map"), originally approved on February 4, 2020.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 49,392.50 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 107590438

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: Travelers Casualty and Surety Company of America

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Richmond America Homes of Maryland, Inc, a Maryland Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $49,392.50 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $49,392.50 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) N/A and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) N/A and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. **Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. **Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. **Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. **Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. **Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. **Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____
EDGAR GOMEZ
VP PROJECT MANAGEMENT

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Bond No.: 107590438

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Richmond American Homes of Maryland, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated April 18th, 20 22, and identified as project Tract 37696 (Lots 1-62), is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Forty Nine Thousand Three Hundred Ninety Two and 50/100ths dollars ($49,392.50) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 4, 2022.

PRINCIPAL:

Richmond American Homes of Maryland, Inc.

By _____
EDGAR GOMEZ
Title VP PROJECT MANAGEMENT

SURETY:

Travelers Casualty and Surety Company of America

By _____
Title James I. Moore, Attorney-in-Fact

Bond No.: 107590438

BOND FOR SECURITY OF LABORERS AND MATERIALMEN

WHEREAS, the City Council of the City of Beaumont, State of California, and Richmond American Homes of Maryland, Inc. (hereafter designated as "the Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designed public improvements, which agreement, dated _____, 20____, and identified as project Tract 37696 (Lots 1-62), is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of Forty Nine Thousand Three Hundred Ninety Two and 50/100ths dollars ($49,392.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 4, 2022.

PRINCIPAL:

Richmond American Homes of Maryland, Inc.

By _____
EDGAR GOMEZ
Title VP PROJECT MANAGEMENT

SURETY:

Travelers Casualty and Surety Company of America

By _____

Title James I. Moore, Attorney-in-Fact

State of Illinois}
} ss.
County of DuPage }

On April 4, 2022, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025

OFFICIAL SEAL
JENNIFER J. McCOMB
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires September 10, 2025

Jennifer J. McComb, Notary Public

Commission No. 721282

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James I Moore** of **DOWNERS GROVE**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of April, 2022

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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 April 18th, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez,
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.

JODIE ATHA
Notary Public - California
Riverside County
Commission # 2390833
My Comm. Expires Feb 11, 2026

Signature Jodie Atha (Seal)

CERTIFICATE OF RESOLUTION

I, Joseph H. Fretz, as Secretary of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation

By: _____
Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 13TH day of February 2020.

NV5
Approved
Padma Asam
05/03/2021 1:15:48 PM

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"PLAN CHECK FEE EST"

PARCEL MAP OR TRACT NO.: PA-25 Tr 37696 Storm Drain Plans
DATE: 4/9/2021

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	49,392.50
Sewer	$	-
Total	$	49,392.50
Warranty Retension (22.5%)	$	11,113.31
Street/Drainage Plan Check Fees =	$	2,469.63
Sewer Plan Check Fees =	$	500.00
Street Inspection Fees =	$	3,704.44
Sewer Inspection Fees =	$	750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

9-Apr-21
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PA-25 Tr 37696 Storm Drain Plans DATE: 9-Apr-21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point) (sf)	$ 15.00	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PA-25 Tr 37696 Storm Drain Plans DATE: 9-Apr-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (-- SF @ 0.33')	$ 90.00	$ -
	C.Y.	Aggregate Base Class II (-- SF@0.50')	$ 50.00	$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (-- SF)	$ 600.00	$ -
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ -
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ -
	S.F.	P.C.C. Sidewalk	$ 6.00	$ -
	SF	P.C.C. Drive Approach (16' Wide)	$ 8.00	$ -
	EA.	Handicapped Access Ramp	$ 1,500.00	$ -
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
	S.F.	Join Existing Pavement (Grind & Overlay Exist. A.C.)	$ 4.00	$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PA-25 Tr 37696 Storm Drain Plans DATE: 9-Apr-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1`/2 Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	$ -
1	EA.	Remove Existing Concrete Bulkhead	$ 500.00	$ 500
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case C	$ 1,500.00	$ -
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	$ -
	EA.	Limit Line	$ 75.00	$ -
	EA.	R1 "STOP SIGN"	$ 250.00	$ -
	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ -
	EA.	S4-5 "SCHOOL ZONE AHEAD" sign	$ 250.00	$ -
	EA.	SR4-1(CA) "SCHOOL ZONE" sign	$ 250.00	$ -

SUBTOTAL = $ 500.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PA-25 Tr 37696 Storm Drain Plans DATE: 9-Apr-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
135	L.F.	18" R.C.P.	$ 60.00	$ 8,100
130	L.F.	24" R.C.P.	$ 70.00	$ 9,100
	L.F.	30" R.C.P.	$ 80.00	$ -
	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	$ 320.00	$ -

SUBTOTAL = $ 17,200.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PA-25 Tr 37696 Storm Drain Plans DATE: 9-Apr-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
3	EA.	Catch Basin W = 14'	$ 5,500.00	$ 16,500
	EA.	Catch Basin W = 21'	$ 9,000.00	$ -
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
1	EA.	Manhole No. 1 (Modified)	$ 2,700.00	$ 2,700
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
1	EA.	Manhole No. 4	$ 5,000.00	$ 5,000
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	and Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
3	EA.	Catch Basin Trash Rack	$ 350.00	$ 1,050
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL =	$ 25,250

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PA-25 Tr 37696 Storm Drain Plans DATE: 9-Apr-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter (945 LF)	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A.	Subtotal	$ 42,950
B.	Contingency (15%)	$ 6,443
C.	Streets/Drainage Total (A + B)	$ 49,393

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PA-25 Tr 37696 Storm Drain Plans DATE: 9-Apr-21

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" PVC. (73 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
	L.F.	8" PVC	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	L.F.	15" V.C.P.	$ 50.00	$ -
	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
	EA.	Modified 5' Manholes	$ 3,000.00	$ -
	EA.	Drop Manholes	$ 4,000.00	$ -
	EA.	Sewer Lateral Connection per RCTD No. 600	$ 500.00	$ -
	EA.	Sewer Y's	$ 25.00	$ -
	EA.	Chimneys	$ 300.00	$ -
	EA.	Adjust M.H. to grade	$ 340.00	$ -
	L.F.	Concrete Encasement	$ 20.00	$ -
	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
	EA.	Sewer Lift Station		$ -
	EA.	Backflow prevention device	$ 250.00	$ -
	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
	EA.	Remove 8" P.V.C Plug	$ 190.00	$ -

A. Subtotal $ -

B. Contingency (15% x A) $ -

C. Sewer Total (A + B) $ -

****

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 37696

STORM DRAIN NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE-INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-227-2600.
7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. M 815
12. "V" IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
17. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
20. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
24. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
26. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
27. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
28. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C. & W.C.D.
29. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OIL, AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
30. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S):

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISE THE PLANS FOR APPROVAL BY THE CITY.

*RCP NOTE:

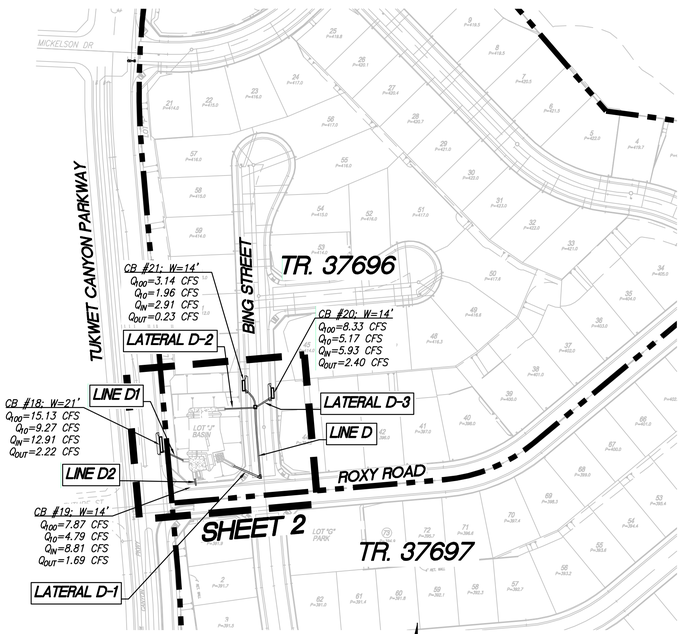
1. THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE f'c = 5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND f'c = 6,000 PSI FOR VELOCITIES EXCEEDING 30 FPS.
2. JOINTS FOR REINFORCED CONCRETE PIPES UNDER PRESSURE FLOW CONDITIONS SHALL BE WATERTIGHT IN CONFORMANCE WITH ASTM C443.

GENERAL NOTES:

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING, SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.



INDEX MAP

SCALE: 1"=100'

NOTES:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 DATE 04/09/21
EXPIRATION DATE: 12/31/2022

WORK TO BE DONE:

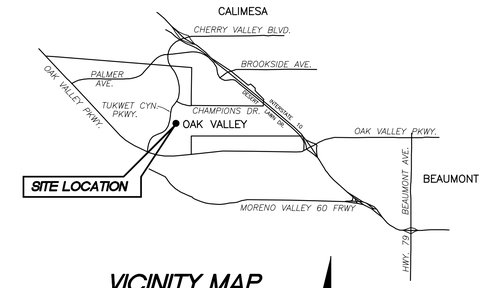
THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS LISTED BELOW:

STANDARD SPECIFICATIONS
1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION)
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION)
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATER" (MOST CURRENT CITY ADOPTED VERSION)
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS LATEST EDITION

STANDARD DRAWINGS
1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461.
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITION

CONSTRUCTION NOTES:

		QTY
1	INSTALL 18" RCP (D-LOAD PER PROFILE)	135 L.F.
2	INSTALL 24" RCP (D-LOAD PER PROFILE)	130 L.F.
3	CONSTRUCT MANHOLE #4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254.	1 EA.
4	CONSTRUCT MODIFIED MANHOLE #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH291. SEE DETAILS ON SHEET 2.	1 EA.
5	CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300. NOTE: LOCAL DEPRESSION PER TR. 37696 STREET IMPROVEMENT PLANS	3 EA.
6	REMOVE EXISTING CONCRETE BULKHEAD	1 EA.
7	WA501 OUTLET STRUCTURE PER TR. 37696 ROUGH GRADING PLANS	1 EA.
8	D89 HEADWALL PER TR. 37696 ROUGH GRADING PLANS	3 EA.



VICINITY MAP

NOT TO SCALE

ABBREVIATIONS:

BC	BEGIN CURVE
BEG	BEGIN
BOP	BOTTOM OF PIPE
CFS	CUBIC FEET PER SECOND
℄	CENTERLINE
C	CURVE
D	DEAD LOAD
DIP	DUCTILE IRON PIPE
EC	END CURVE
EDB	EXTENDED DETENTION BASIN
FL	FLOWLINE
FPS	FEET PER SECOND
GB	GRADE BREAK
HGL	HYDRAULIC GRADE LINE
INF	INFRASTRUCTURE
INT	INTERSECTION
INV	INVERT
JS	JUNCTION STRUCTURE
L	LINE
LAT	LATERAL
LF	LINEAR FEET
MH	MANHOLE
NO	NUMBER
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
S	SLOPE
SD	STORM DRAIN
SWR	SEWER
TOP	TOP OF PIPE
TR	TRACT
WTR	WATER

PREPARED BY:

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE, SUITE 200
MURRIETA, CA 92562
PHONE: 951-200-6840

OWNER/DEVELOPER:

SDC FAIRWAY CANYON, LLC
A DELAWARE LIMITED LIABILITY COMPANY
2392 MORSE AVENUE
IRVINE, CA 92614
PHONE: 951-241-8403
CONTACT: CHERRYL THOMPSON

ASSESSOR'S PARCEL NUMBER:

413-790-020

LEGAL DESCRIPTION:

BEING A SUBDIVISION OF PARCEL "D" OF LOT LINE ADJUSTMENT NO. 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYRING WITH 36, T. 2 S., R. 2 W., S.B.B.M

LEGEND:

TRACT BOUNDARY
RIGHT-OF-WAY
STREET CENTERLINE
CURB & GUTTER CATCH BASIN
PROPOSED STORM DRAIN
EXISTING STORM DRAIN
PROPOSED SEWER
PROPOSED DOMESTIC WATER

MAINTENANCE NOTE:

ALL STORM DRAIN FACILITIES PROPOSED ON THIS PLAN ARE MAINTAINED BY THE CITY OF BEAUMONT UNLESS OTHERWISE NOTED ON STORM DRAIN PROFILE.

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

INDEX OF SHEETS:

SHEET NO.	DESCRIPTION
1	TITLE SHEET, INDEX MAP, LEGEND, NOTES & QUANTITIES
2	LINE D STA. 11+15.48 TO 12+45.73, LINE D1, LINE D2, LATERALS D-1, D-2, & D-3

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY 04/09/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

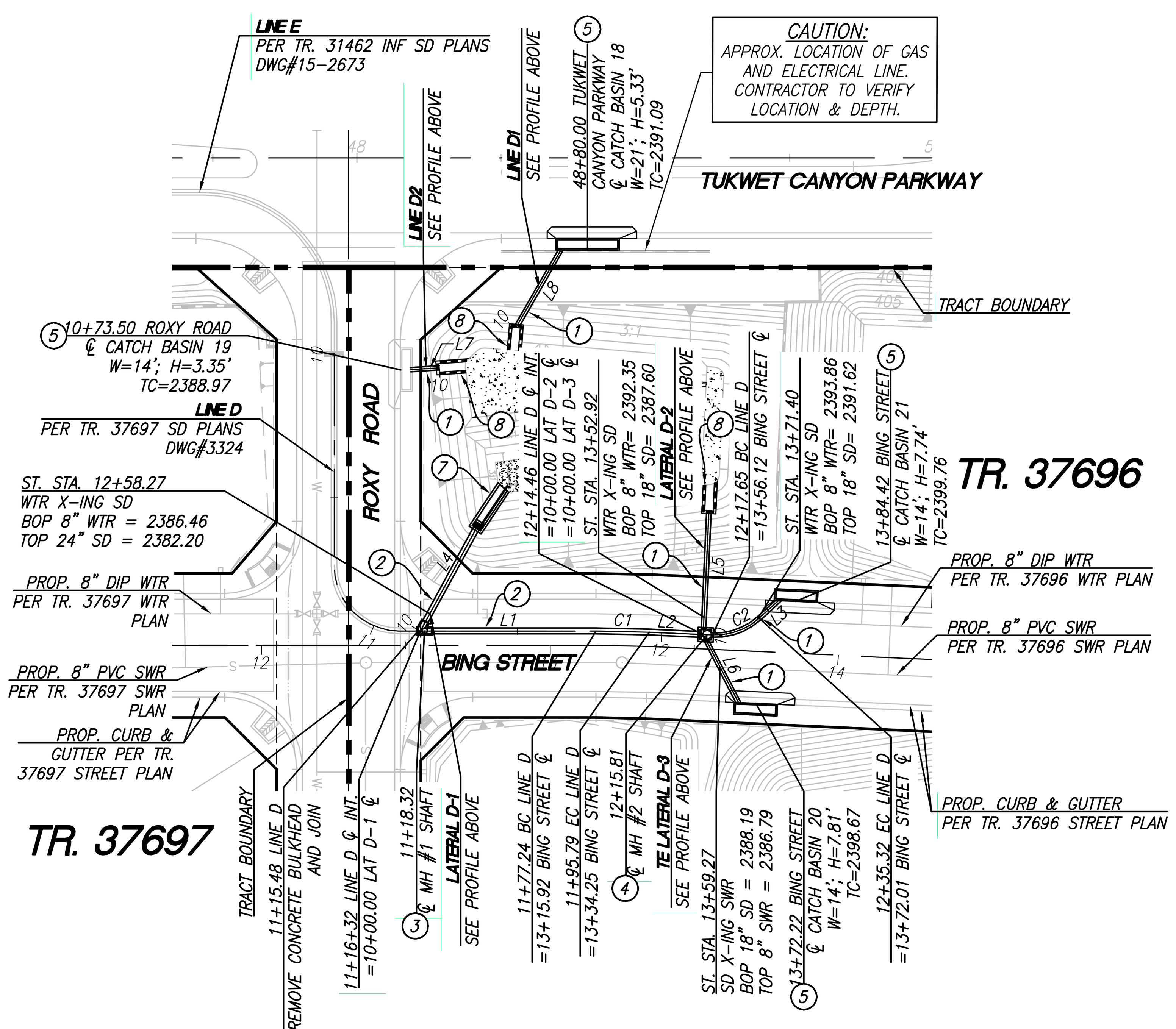
DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 04/09/21
JOB NUMBER: 06.002.000

Reviewed By: STAFF ENGINEER Date: 4/30/2021
Recommended for Approval By: Date: 4/30/2021
Approved By: CITY ENGINEER Date 05/11/2021
City of Beaumont, Public Works Department
Engineering Division

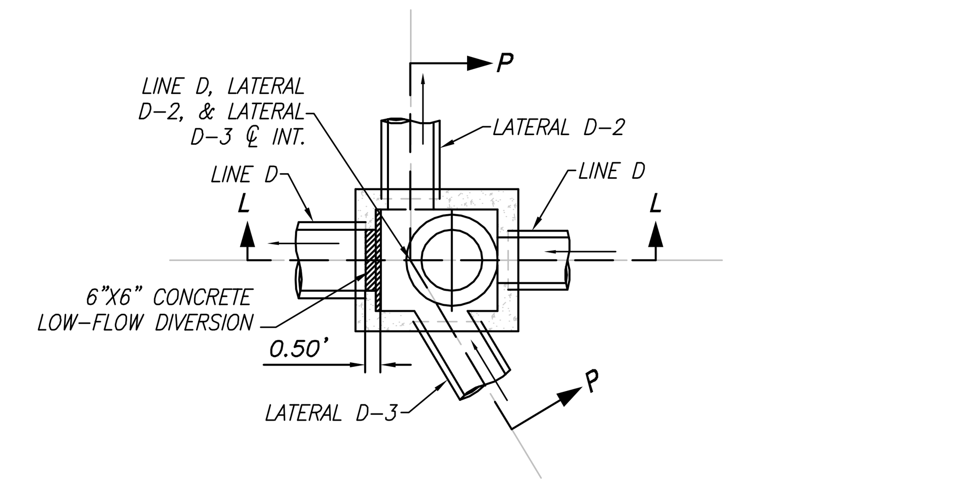
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 37696
TITLE SHEET, INDEX MAP, LEGEND, NOTES & QUANTITIES
FOR: ARGENT MANAGEMENT

SHEET 1 OF 2 SHEETS
DRAWING NAME:
FILE NO.: 3357

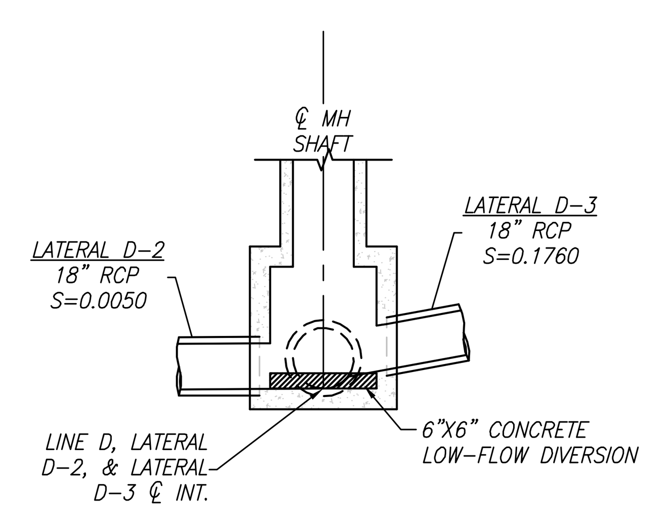
DWG: M:\06.002.000\Drawings\PA-25\Final Engineering\Storm Drain Improvements\Tr. 37696\37696 SD-Sht1 D1.dwg
Plotted: Apr 09, 2021 - 10:42am By: dev1



LINE D

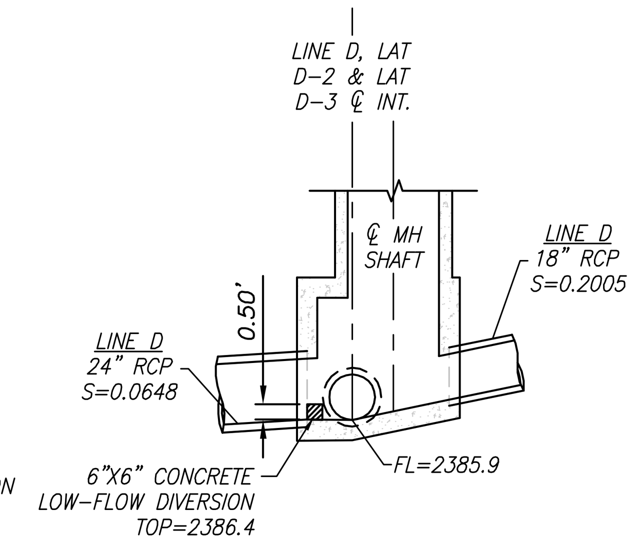


MODIFIED MH NO. 1 DETAIL
PLAN VIEW
N.T.S.



MODIFIED MH NO. 1 - SECTION P
N.T.S.

NOTE: 1. DETAIL IS FOR LATERAL D-2 CONNECTION
2. LATERAL D-3 CONNECTION PER RCFC STD MH251
3. SEE JUNCTION DATA TABLE FOR ELEV "R" & "S"



MODIFIED MH NO. 1 - SECTION L
N.T.S.

NOTE: SEE JUNCTION DATA TABLE FOR ELEV "S"

STORM DRAIN LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	2°37'32"	405.00'	18.56'	9.28'
C2	45°00'00"	22.50'	17.67'	9.32'
L1	N4°55'44"W	–	57.08'	–
L2	N2°18'12"W	–	17.19'	–
L3	N47°18'12"W	–	9.77'	–
L4	N66°19'37"W	–	37.10'	–
L5	N87°41'48"E	–	40.94'	–
L6	N57°41'48"E	–	24.73'	–
L7	N8°41'03"W	–	9.92'	–
L8	N64°55'44"W	–	31.55'	–

JUNCTION STRUCTURE DATA TABLE										
JUNCTION ID	MAIN LINE	LATERAL	STRUCTURE TYPE	A	B	C	D_1	D_2	ELEV R	ELEV S
MH #1	LINE D	LINE D-1	MH NO. 4	61.4°	24"	3.8'	24"	24"	2379.90	2379.84
MH #2	LINE D	LAT D-2	MODIFIED MH NO. 1	90°	18"	---	12"	24"	2385.90	2385.90
MH #2	LINE D	LAT D-3	MODIFIED MH NO. 1	60°	18"	---	12"	24"	2386.53	2385.90

CONSTRUCTION NOTES:

1. INSTALL 18" RCP (D-LOAD PER PROFILE)
2. INSTALL 24" RCP (D-LOAD PER PROFILE)
3. CONSTRUCT MANHOLE #4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254.
4. CONSTRUCT MODIFIED MANHOLE #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251. SEE DETAILS ON SHEET 2.
5. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300. NOTE: LOCAL DEPRESSION PER TR. 37696 STREET IMPROVEMENT PLANS
6. REMOVE EXISTING CONCRETE BULKHEAD
7. WA501 OUTLET STRUCTURE PER TR. 37696 ROUGH GRADING PLANS
8. D89 HEADWALL PER TR. 37696 ROUGH GRADING PLANS

N

40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY 04/09/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 04/09/21
JOB NUMBER: 06.002.000

Reviewed By: STAFF ENGINEER Date: 4/30/2021
Recommended for Approval By: Date: 4/30/2021
Approved By: CITY ENGINEER Date: 05/11/2021
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 37696
LINE D, LINE D1, LINE D2, LATERAL D-1, LATERAL D-2, & LATERAL D-3
FOR: ARGENT MANAGEMENT

SHEET 2 OF 2 SHEETS
DRAWING NAME:
FILE NO.: 3357

DWG: N:\06.002.000\Drawings\PA-25\Final Engineering\Storm Drain Improvements\Tr. 37696\37696 SD-SHT 02.dwg By: alexj Plotted: Apr 09, 2021 – 10:42am

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 37696

DATE OF AGREEMENT: April 18, 2022

NAME OF SUBDIVIDER: Richmond American Homes of Maryland, Inc., a Maryland Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Seasons at The Fairways subdivision consisting of 62 residential lots, _____, originally approved on _____, and Tentative Tract 37696 ("Tract" or "Tentative Tract Map"), originally approved on February 4, 2020.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 124,867.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 107590436

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: Travelers Casualty and Surety Company of America

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Richmond America Homes of Maryland, Inc, a Maryland Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. **Subdivider's Obligation to Construct Improvements**.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $124,867.00 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $124,867.00 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) N/A and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) N/A and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. **Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. **Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. **Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. **Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. **Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. **Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____
EDGAR GOMEZ
VP PROJECT MANAGEMENT

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Bond No.:107590436

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Richmond American Homes of Maryland, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated April 18th, 2022, and identified as project Tract 37696 (Lots 1-62), is hereby referred to and made a part hereof;.and

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

NOW, THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Twenty Four Thousand Eight Hundred Sixty Seven and 00/100ths dollars ($124,867.00) 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 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 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 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 be and 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 therein rendered.

The Surety hereby 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 any way 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 4, 2022.

PRINCIPAL:

Richmond American Homes of Maryland, Inc.

By _____
EDGAR GOMEZ
Title VP PROJECT MANAGEMENT

SURETY:

Travelers Casualty and Surety Company of America

By _____
Title James I. Moore, Attorney-in-Fact

Bond No.: 107590436

BOND FOR SECURITY OF LABORERS AND MATERIALMEN

WHEREAS, the City Council of the City of Beaumont, State of California, and Richmond American Homes of Maryland, Inc. (hereafter designated as "the Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designed public improvements, which agreement, dated _____, 20____, and identified as project Tract 37696 (Lots 1-62), is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of One Hundred Twenty Four Thousand Eight Hundred Sixty Seven and 00/100ths dollars ($124,867.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this 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.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 4, 2022.

PRINCIPAL:

Richmond American Homes of Maryland, Inc.

By _____
EDGAR GOMEZ
Title VP PROJECT MANAGEMENT

SURETY:

Travelers Casualty and Surety Company of America

By _____
Title James I. Moore, Attorney-in-Fact

State of Illinois}
} ss.
County of DuPage }

On April 4, 2022, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025

OFFICIAL SEAL
JENNIFER J. MCCOMB
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires September 10, 2025

Jennifer J. McComb, Notary Public

Commission No. 721282

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James I Moore** of **DOWNERS GROVE**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

HARTFORD, CONN. HARTFORD, CONN. CORPORATE SEAL

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of April, 2022.

HARTFORD, CONN. HARTFORD, CONN. CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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 April 18th, 2022 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Edgar Gomez,
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 Jodie Atha (Seal)

JODIE ATHA
Notary Public - California
Riverside County
Commission # 2390833
My Comm. Expires Feb 11, 2026

CERTIFICATE OF RESOLUTION

I, Joseph H. Fretz, as Secretary of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation

By: _____
Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 13TH day of February 2020.

NV5
Approved
Padma Asam
06/04/2021 11:23:24 AM

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"PLAN CHECK FEE EST"

PARCEL MAP OR TRACT NO.: Tract No. 37696 (PA 25-62 Lots) Sewer
DATE: May 19, 2021

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	-
Sewer	$	124,867.00
Total	$	124,867.00
Warranty Retension (22.5%)	$	28,095.08
Street/Drainage Plan Check Fees =	$	500.00
Sewer Plan Check Fees =	$	3,746.01
Street Inspection Fees =	$	750.00
Sewer Inspection Fees =	$	6,243.35

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

May 19, 2021
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25-62 Lots) Sewer DATE: 5/19/2021

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(98,600 sf)	$ 15.00	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25-62 Lots) Sewer DATE: 5/19/2021

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (98,600, SF @ 0.33')	$ 90.00	$ -
	C.Y.	Aggregate Base Class II (98,600 SF@0.50')	$ 50.00	$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (98,600 SF)	$ 600.00	$ -
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ -
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ -
	S.F.	P.C.C. Sidewalk	$ 6.00	$ -
	SF	P.C.C. Drive Approach (16' Wide)	$ 8.00	$ -
	EA.	Handicapped Access Ramp	$ 1,500.00	$ -
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25-62 Lots) Sewer DATE: 5/19/2021

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1`/2 Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	$ -
	EA.	Remove Existing Concrete Bulkhead	$ 500.00	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case C	$ 1,500.00	$ -
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	$ -
	EA.	Limit Line	$ 75.00	$ -
	EA.	R1 "STOP SIGN"	$ 250.00	$ -
	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ -
	EA.	S4-5 "SCHOOL ZONE AHEAD" sign	$ 250.00	$ -
	EA.	SR4-1(CA) "SCHOOL ZONE" sign	$ 250.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25-62 Lots) Sewer DATE: 5/19/2021

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
	L.F.	18" R.C.P.	$ 60.00	$ -
	L.F.	24" R.C.P.	$ 70.00	$ -
	L.F.	30" R.C.P.	$ 80.00	$ -
	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	L.F.		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	$ 320.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25-62 Lots) Sewer DATE: 5/19/2021

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
	EA.	Catch Basin W = 14'	$ 5,500.00	$ -
	EA.	Catch Basin W = 21'	$ 9,000.00	$ -
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	and Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	L.F.	Catch Basin Trash Rack	$ 25.00	$ -
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL =	$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25-62 Lots) Sewer DATE: 5/19/2021

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter (945 LF)	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A. Subtotal $ -

B. Contingency (15%) $ -

C. Streets/Drainage Total (A + B) $ -

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 37696 (PA 25-62 Lots) Sewer DATE: 5/19/2021

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	4" PVC. (62 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
-	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
1,790	L.F.	8" PVC	$ 30.00	$ 53,700
-	L.F.	10" V.C.P.	$ 35.00	$ -
-	L.F.	12" V.C.P.	$ 40.00	$ -
-	L.F.	15" V.C.P.	$ 50.00	$ -
6	EA.	Standard or Terminus Manholes	$ 2,500.00	$ 15,000
4	EA.	Modified 5' Manholes	$ 3,000.00	$ 12,000
-	EA.	Drop Manholes	$ 4,000.00	$ -
51	EA.	Sewer Lateral Connection per RCTD No. 600	$ 500.00	$ 25,500
-	EA.	Sewer Y's	$ 25.00	$ -
-	EA.	Chimneys	$ 300.00	$ -
-	EA.	Adjust M.H. to grade	$ 340.00	$ -
-	L.F.	Concrete Encasement	$ 20.00	$ -
-	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
-	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
-	EA.	Sewer Lift Station		$ -
8	EA.	Backflow prevention device	$ 250.00	$ 2,000
-	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
2	EA.	Remove 8" P.V.C Plug	$ 190.00	$ 380

A.	Subtotal	$ 108,580
B.	Contingency (15% x A)	$ 16,287
C.	Sewer Total (A + B)	$ 124,867

****

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 37696

SEWER NOTES

1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND EASTERN MUNICIPAL WATER DISTRICT'S (EMWD) GUIDELINES.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 606. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTION TO THE MANHOLE CENTERLINE.
7. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
8. PROVIDE BACKFLOW PREVENTION DEVICES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
9. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF THE PIPE CENTERLINE ON TOP OF PIPE BEDDING.
10. SEWER LATERAL SHALL BE TYPE "A" PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.
11. DEVELOPER SHALL HAVE GEOTECHNICAL/ SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, RCTD STD 818 AND LATEST GREEN BOOK SECTION 306. CRUSH ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.–1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.
13. TRENCHING AND EXCAVATION PER 29 CFR 1926.651AND 1926.652 OR COMPARABLE OSHA–APPROVED STATE PLAN REQUIREMENTS.
14. FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF THE PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED, OTHERWISE PROVIDE A SOILS REPORT/ SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.
15. MAX VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10FT/SEC DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2FT/SEC DESIGN FLOW (MAX DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"–0.1200, 10"–0.085, 12"–0.0660, 15"–0.0500, 18"–0.3700, 21"-0.0300, 24"0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES– 0.020, MAIN LINES 8"–0.0040, 10"–0.0032, 12"–0.0024, 15"–0.0016, 18"–0.0014, 21"–0012, 24"– 0.0010.
16. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLE WATER LINE SHALL BE IN ACCORDANCE WITH SWRCB–DDW.
17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.
18. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER RCTD STD 606 WITH A MANHOLE FRAMES AND COVERS PER RCTD STD 608.
19. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLES OR SURFACE IRREGULARITIES.
20. MANHOLE SPACING – THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET.
21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD DRAWING 603 FOR VCP PIPE AND MODIFIED TO PVC PIPE. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.
22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306–1.4.
23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

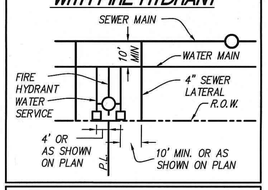
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

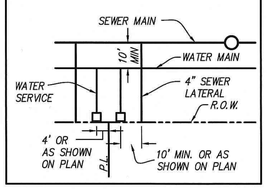
GENERAL NOTES

1. IT SHALL BE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT–OF–WAY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769–8520.
6. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.
7. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT; PRELIMINARY OR FINAL SOIL REPORT P.N. 1–0160, DATED 1/12/2016 PREPARED BY ALTA CALIFORNIA GEOTECHNICAL INC. SHALL BE AVAILABLE UPON REQUEST.
8. ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, GAS, ELECTRIC, STORM DRAINS AND COMMUNICATION LINES.
9. ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION# 37, #39, AND #94 OF THE STATE STANDARD SPECIFICATION.
11. DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.
12. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS, WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSED CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
13. THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
14. THE CITY RESERVE THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.

TYPICAL LOT SERVICE WITH FIRE HYDRANT

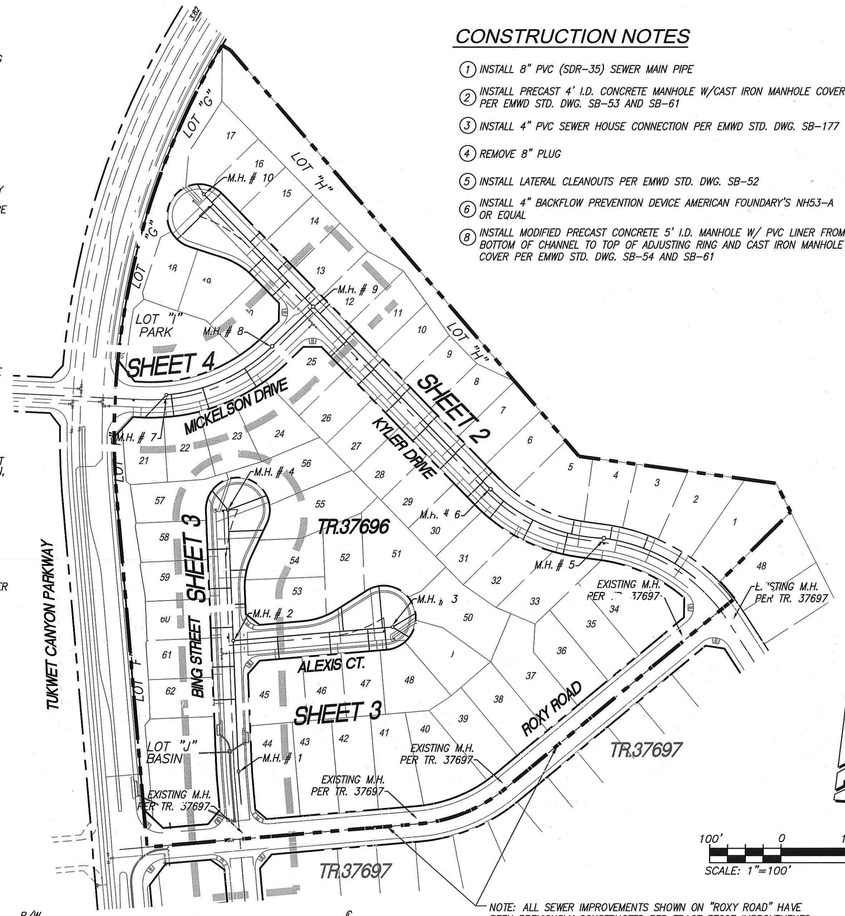


TYPICAL LOT SERVICE



DOWNSTREAM FACILITIES NOTE:

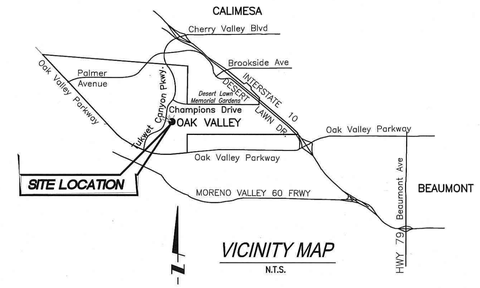
PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.



NOTE: ALL SEWER IMPROVEMENTS SHOWN ON "ROXY ROAD" HAVE BEEN PREVIOUSLY CONSTRUCTED PER TRACT 37697 IMPROVEMENTS.

CONSTRUCTION NOTES

		QTY.
1	INSTALL 8" PVC (SDR–35) SEWER MAIN PIPE	1,790 L.F.
2	INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB–53 AND SB–61	6 EA.
3	INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB–177	51 EA.
4	REMOVE 8" PLUG	2 EA.
5	INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB–52	51 EA.
6	INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53–A OR EQUAL	8 EA.
8	INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB–54 AND SB–61	4 EA.



VICINITY MAP
N.T.S.

LEGEND

TRACT BOUNDARY
RIGHT OF WAY
PROPOSED SEWER MAIN
PROPOSED SEWER SERVICE
PUBLIC UTILITY EASEMENT
CENTER LINE
SEWER MANHOLE
PROPOSED WATER MAIN
PROPOSED WATER SERVICE
P=2367.1 PAD ELEVATION
PROPOSED CATCH BUDDER
B.W. PROPOSED BACKFLOW PREVENTER
"WYE" STATION @ MAIN
SEWER LATERAL CALLOUT 10+35.22
CONSTRUCTION NOTE REFERENCE 6

ABBREVIATIONS

FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L or CL or ℄	CENTERLINE
R/W	RIGHT–OF–WAY
LAT	LATERAL
STA	STATION
PROP	PROPOSED
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
TYP.	TYPICAL
BOP	BOTTOM OF PIPE
TOP	TOP OF PIPE
M.H.or MH	SEWER MANHOLE
PVC	POLYVINYL CHLORIDE PIPE
I.D.	INSIDE DIA.
R.C.T.D.	RIVERSIDE COUNTY TRANS. DEPT.
STD.	STANDARD
S.D.	STORM DRAIN
SWR	SEWER
X–ING	CROSSING
VCP	VITRIFIED CLAY PIPE

NOTE:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALKS AND DRIVEWAYS APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

APPLICANT/SUBDIVIDER:

SDC FAIRWAY CANYON, LLC
A DELEWARE LIMITED LIABILITY COMPANY
2392 MORSE AVE.
IRVINE, CA 92614
OFFICE: (949) 241–8403 CONTACT:
CHERRYL THOMPSON

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

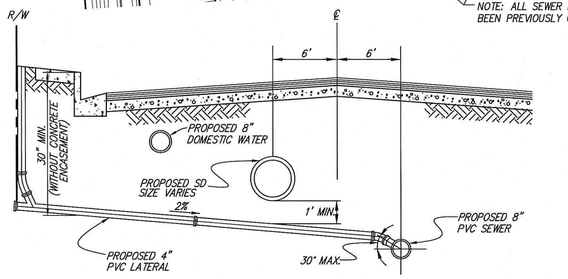
1. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

DECLARATION OF ENGINEER OF RECORD:

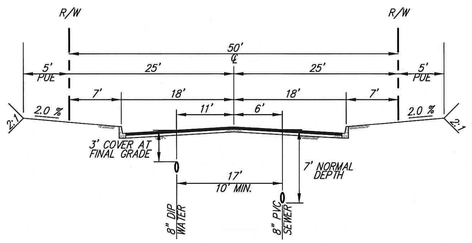
I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 — DATE 07/20/21
EXPIRATION DATE 12–31–2020



DETAIL A - TYPICAL LATERAL UNDER SD DETAIL
NOT TO SCALE
NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE



TYPICAL SECTION
NOT TO SCALE

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET, VICINITY MAP, LEGEND, GENERAL NOTES QUANTITIES , INDEX MAP AND TYPICAL SECTIONS
SHEET 2 – KYLER DRIVE – STA. 00+64.89 TO STA. 10+00.00
SHEET 3 – ALEXIS COURT – STA. 10+00.00 TO STA. 12+30.17
BING STREET – STA. 12+30.17 TO STA. 16+91.86
SHEET 4 – MICKELSON DRIVE – STA. 20+07.68 TO STA. 23+63.00

DIGALERT — DIAL TOLL FREE 8–1–1 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
SP2	1	REVISED SEWER LAT. STA. / LOCATION	GA	4/11/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY — DATE 07/20/21
R.C.E. 45920 EXP. 12–31–2022

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

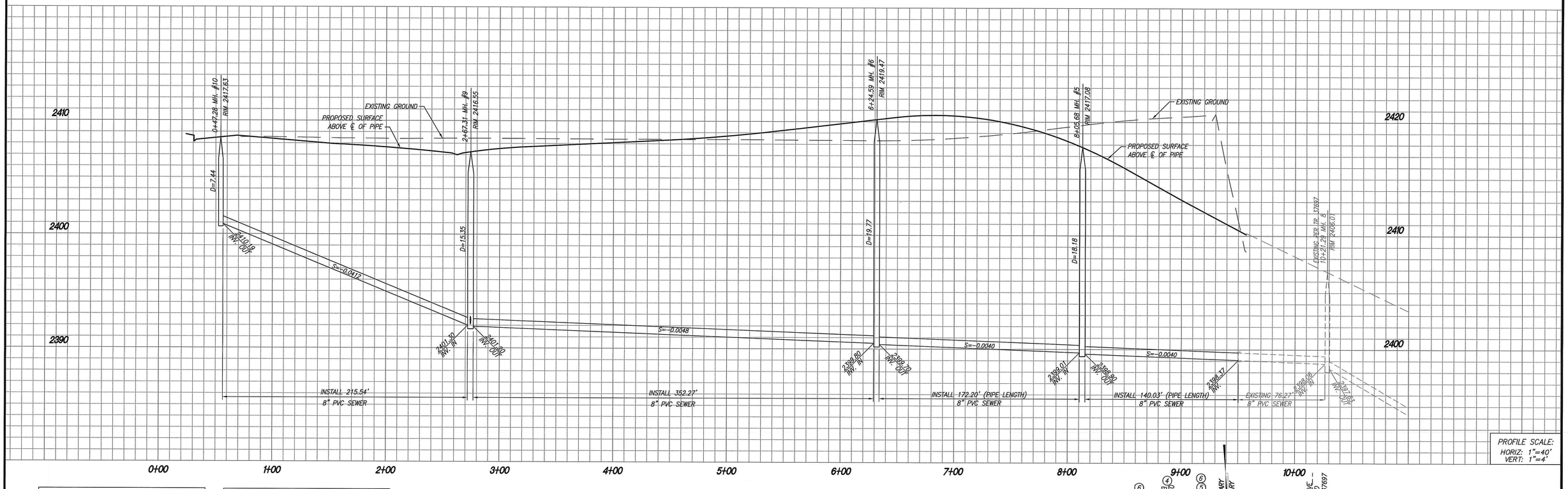
DESIGN BY:	PEC
DRAWN BY:	PEC
CHECKED BY:	PEC
SCALE:	AS NOTED
DATE:	07/20/21
JOB NUMBER:	06.002.000

Reviewed By: _____ Staff Engineer — Date: 4-6-22
Recommended for Approval By: _____ Date: 4-6-22
Approved By: _____ City Engineer — Date: 04/11/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 37696
TITLE SHEET, VICINITY MAP, LEGEND, GENERAL NOTES QUANTITIES, INDEX MAP AND TYPICAL SECTIONS
FOR: SDC FAIRWAY CANYON, LLC

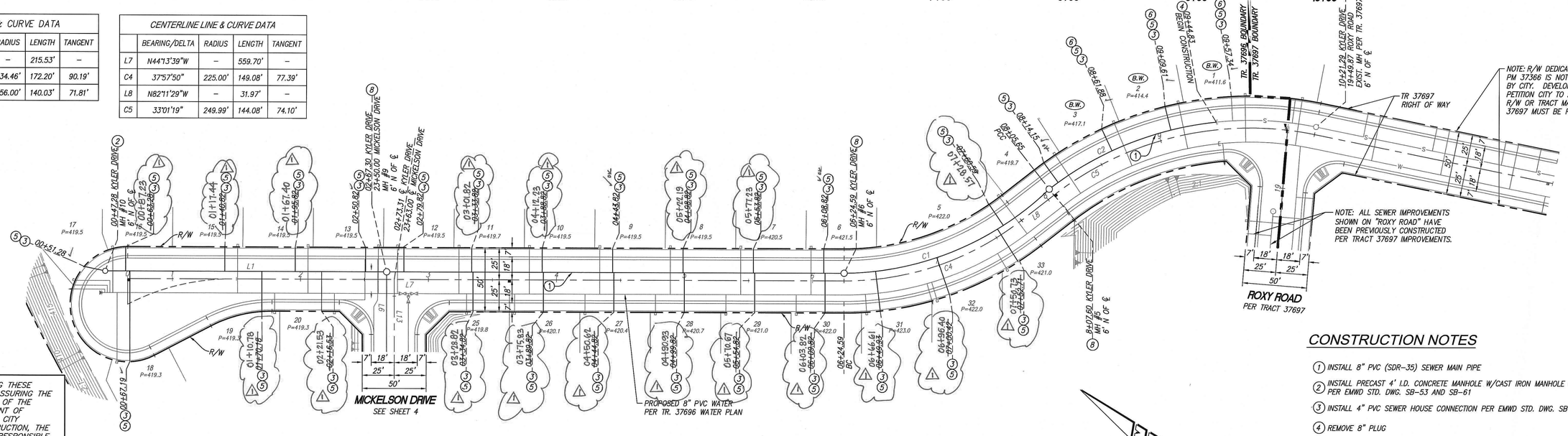
SHEET 1 OF 4 SHEETS
DRAWING NAME:
FILE NO.: PW2021-0655

Plotted: Jul 20, 2021 – 3:00pm By: robertt DWG: K:\06.002.000\Drawings\PW-25\Civil Engineering\Sewer Improvements\Tr. 37696\Tr. 37696 Sewer Plans.dwg



PIPE LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L1	N44°13'39"W	–	215.53'	–
C1	42°04'50"	234.46'	172.20'	90.19'
C2	31°20'22"	256.00'	140.03'	71.81'

CENTERLINE LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L7	N44°13'39"W	–	559.70'	–
C4	37°57'50"	225.00'	149.08'	77.39'
L8	N82°11'29"W	–	31.97'	–
C5	33°01'19"	249.99'	144.08'	74.10'



CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
4. REMOVE 8" PLUG
5. INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
8. INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-54 AND SB-61

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DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
SP2	1	REVISED SEWER LAT. STA./LOCATION		4/11/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6849
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 07/20/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 07/20/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: 4-6-22
Recommended for Approval By: _____ Date: 4-6-22
Approved By: _____ City Engineer Date: 04/11/2022

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 37696

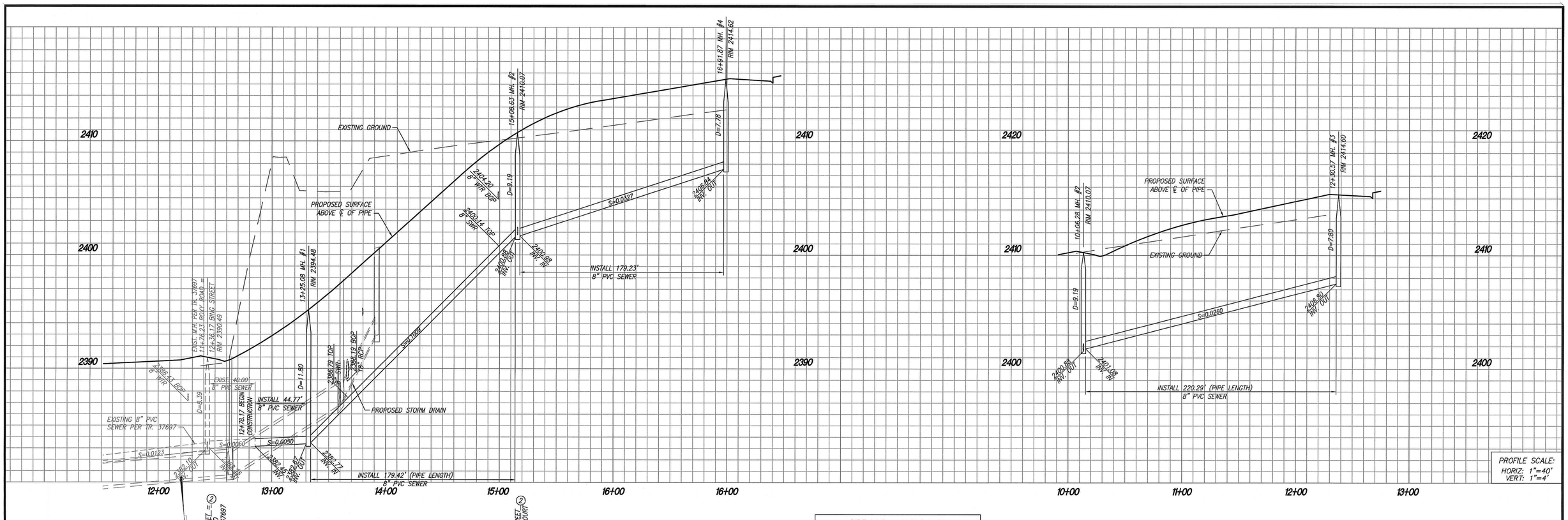
KYLER DRIVE
STA: 0+64.89 TO STA: 10+00.00

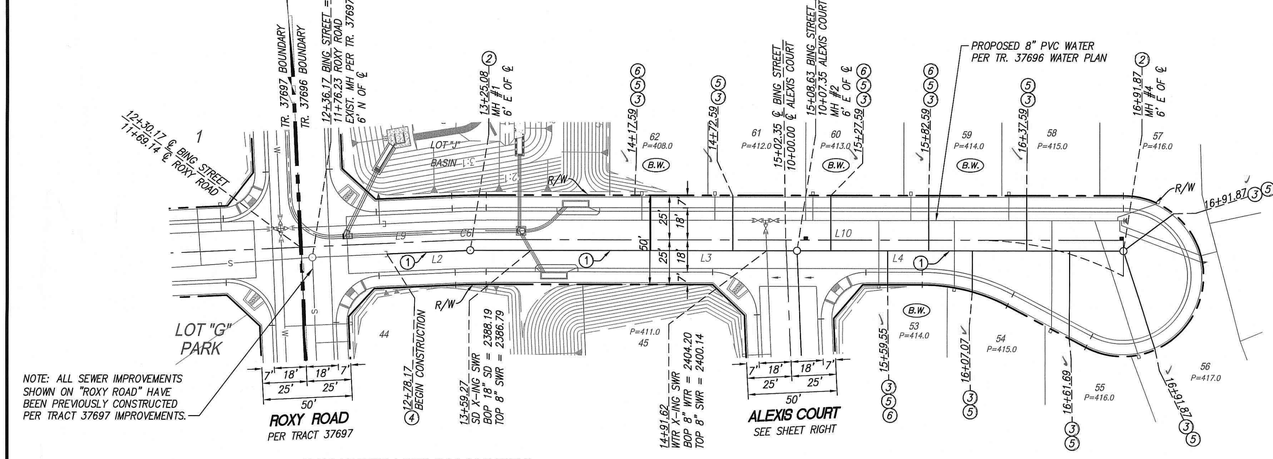
FOR: SDC FAIRWAY CANYON, LLC

SHEET 2 OF 4 SHEETS
DRAWING NAME:
FILE NO.: PW2021-0655

Plotted: Jul 20, 2021 – 3:00pm By: robertt DWG: K:\06.002.000\Drawings\PA-25\Final Engineering\Sewer Improvements\Tr. 37696\Tr. 37696 Sewer Plans.dwg

3372A

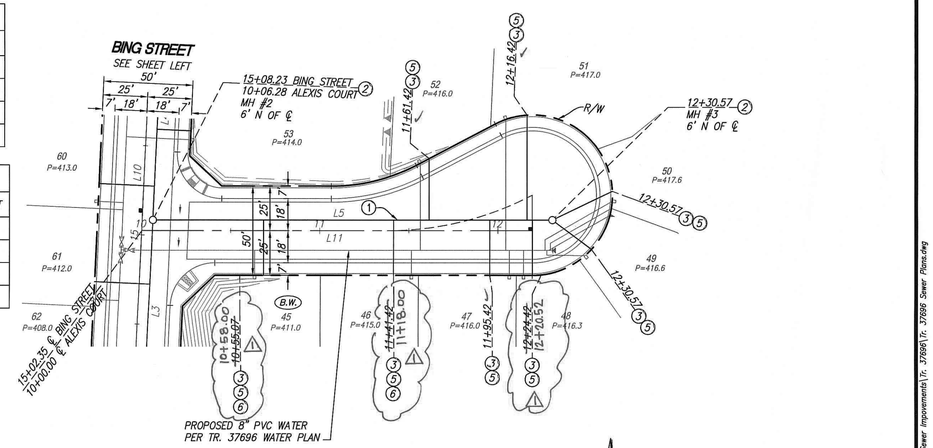




BING STREET

PIPE LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L2	N4°55'47"W	–	44.78'	–
L3	N2°18'12"W	–	179.42'	–
L4	N2°18'12"W	–	179.23'	–
L5	N85°04'16"E	–	220.29'	–

CENTERLINE LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L9	N4°55'44"W	–	185.56'	–
C6	2°37'32"	400.00'	18.33'	9.17'
L10	N2°18'12"W	–	357.62'	–
L11	N85°04'16"E	–	219.34'	–



ALEXIS COURT

SCALE: 1"=40'

CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
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DIGALERT
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AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
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BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
SP2	1	REVISED SEWER LAT. STA. / LOCATIONS	NA	4/11/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
07/20/21
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 07/20/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: 4-6-22
Recommended for Approval By: _____ Date: 4-6-22
Approved By: _____ City Engineer Date: 04/11/2022
City of Beaumont, Public Works Department
Engineering Division

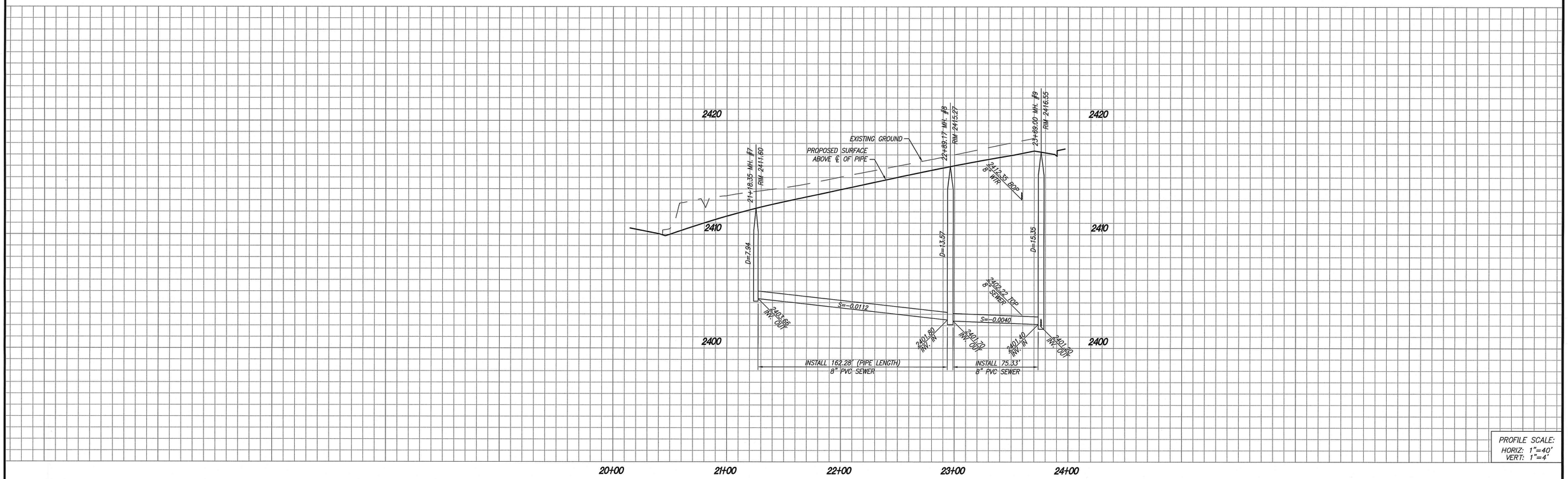
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 37696
ALEXIS COURT
STA: 10+00.00 TO STA: 12+30.17
BING STREET
STA: 12+30.17 TO STA: 16+91.86
FOR: SDC FAIRWAY CANYON, LLC

SHEET 3 OF 4 SHEETS
DRAWING NAME:
FILE NO.: PW2021-0655

3372A

660

Plotted: Jul 20, 2021 - 3:00pm By: robertt DWG: R:\06.002.000\Drawings\PA-25\Final Engineering\Sewer Improvements\Tr. 37696\Tr. 37696 Sewer Plans.dwg

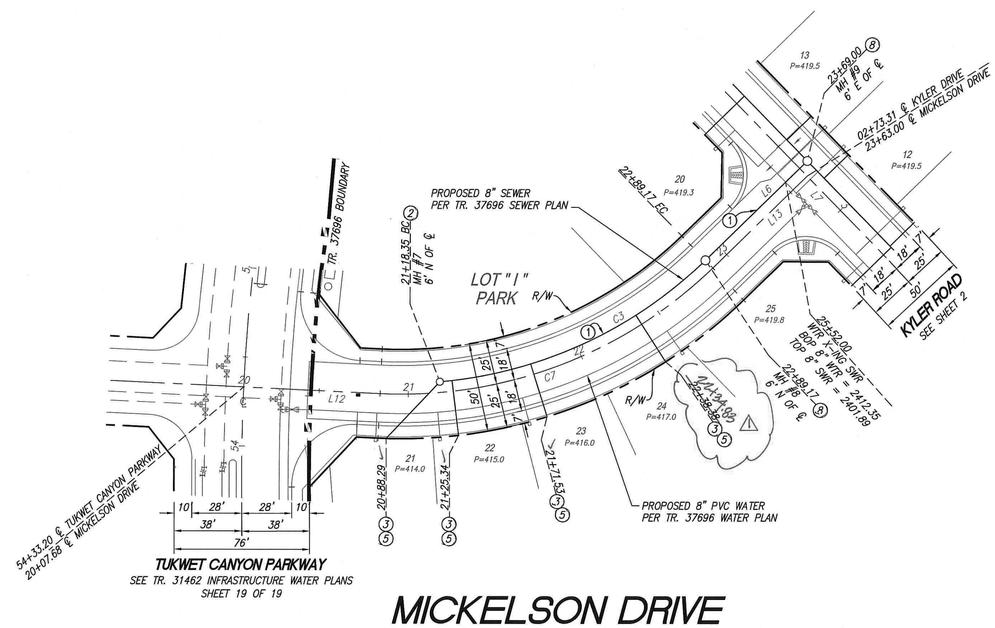


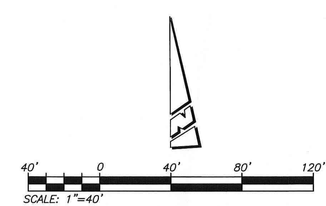
PIPE LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C3	38°06'25"	244.00'	162.28'	84.27'
L6	N45°46'21"E	–	74.83'	–

CENTERLINE LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L12	N87°15'00"W	–	182.31'	–
C7	46°58'39"	250.00'	204.98'	108.64'
L13	N45°46'21"E	–	73.83'	–

CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
8. INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-54 AND SB-61





THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
SP2	1	REVISED SEWER LAT. STA. / LOCATIONS	NA	4/11/22

ENGINEER — REVISIONS — CITY

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25109 JEFFERSON AVE. SUITE 200
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GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
07/20/21
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY:	PEC
DRAWN BY:	PEC
CHECKED BY:	PEC
SCALE:	AS NOTED
DATE:	07/20/21
JOB NUMBER:	06.002.000

Reviewed By: _____ Staff Engineer Date: 4-6-22
Recommended for Approval By: _____ Date: 4-6-22
Approved By: _____ City Engineer Date: 04/11/2022

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 37696

MICKELSON DRIVE
STA: 20+07.88 TO STA: 23+63.00

FOR: SDC FAIRWAY CANYON, LLC

SHEET 4 OF 4 SHEETS
DRAWING NAME:
FILE NO.: PW2021-0655

Plotted: Jul 20, 2021 – 3:00pm By: robertt DWG: A:\06.002.000\Drawings\PW-251\Final Engineering\Sewer Improvements\Tr. 37696\Tr. 37696 Sewer Plans.dwg

3372A

Staff Report

TO: City Council

FROM: Nicole Wheelwright, Deputy City Clerk

DATE May 3, 2022

SUBJECT: **Consideration of Re-Ratification of Local Emergency and Re-Authorizing the Use of Teleconferencing to Conduct Public Meetings**

Background and Analysis:

On April 6, 2022, City Council adopted a resolution re-ratifying that certain conditions exist that necessitate the need to implement the Ralph M. Brown Act provisions provided by Government Code Section 54953. The recent amendment to Section 54953 allows the use of teleconferencing to conduct meetings of Beaumont's legislative bodies with exemptions to the process and procedure. These provisions are listed in full detail in the table below.

Assembly Bill 361 (AB361) was signed by Governor Newsom with an effective date of October 1, 2021, which provides exemptions to the procedures of conducting public meetings with the use of teleconferencing. Prior to AB361, the City of Beaumont conducted teleconferenced and hybrid public meetings in accordance with Executive Order N-08-21. That order held an expiration date of September 30, 2021.

AB361 amends Government Code Section 54953 to provide provisions to facilitate teleconferenced meetings during a declared state of emergency. These provisions can only be used in an active gubernatorial state of emergency. The provisions from this amendment are listed in the table below.

Brown Act Requirements	Provisions in AB361 Amendment
If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the	Agendas not required to be posted at all teleconference locations. Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the

parties or the public appearing before the legislative body of a local agency.	public appearing before the legislative body of a local agency.
If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.	Agendas are not required to identify each teleconference location in the meeting notice/agenda. Local agencies are not required to make each teleconference location accessible to the public.
If the legislative body of a local agency elects to use teleconferencing, during the teleconferenced meeting, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.	No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction.
If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.	In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly. In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or

	internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed.
A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance. If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.	An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate.

In order for a local agency to use the provisions provided by AB361, the agency must determine by majority vote that meeting in-person would present imminent risks to

health or safety of attendees and adopt a resolution stating such with a maximum period of thirty days. Thereafter, on a thirty-day basis, City Council could then consider the continuance of teleconferenced public meetings by way of resolution after a re-evaluation of the state of emergency circumstances. In order to continue to facilitate meetings of the City's legislative bodies, City Council would affirm the following findings:

(A) The legislative body has reconsidered the circumstances of the state of emergency.
(B) Any of the following circumstances exist:
(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
(ii) State or local officials continue to impose or recommend measures to promote social distancing.

Fiscal Impact:

City staff estimates the cost to prepare this staff report to be $110.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Executive Order N-09-21, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Beaumont for the Period of May 3, 2022, through June 7, 2022, Pursuant to Provisions of the Ralph M. Brown Act."

Or take no action, resulting in the discontinuation of teleconferenced meetings exemptions under Assembly Bill 361.

Attachments:

A. Resolution

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF BEAUMONT FOR THE PERIOD MAY 3, 2022 – JUNE 7, 2022, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

WHEREAS, the City of Beaumont (the "City") is committed to preserving and nurturing public access and participation in meetings of the City Council; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963) (the "Brown Act"), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the City Council previously adopted Resolution 2021-53 on October 5, 2021, finding that the requisite conditions exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

WHEREAS, as a condition of extending the use of the provisions found in Government Code section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and

WHEREAS, emergency conditions persist in the City, specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to exist in California as a

result of the threat of COVID-19; despite sustained efforts the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS, on June 9, 2021, the California Department of Public Health issued updated public health directives related to physical distancing and face coverings effective June 15, 2021, based on guidelines issued by the Centers for Disease Control and Prevention; and

WHEREAS, on or about July 28, 2021, Riverside County Public Health stated that "in light of the recent increase in local COVID-19 cases, Riverside County Public Health recommends residents follow the new state and federal guidance for face coverings. The current state and federal masking guidance recommend that vaccinated individuals wear face masks in public indoor settings. The state still requires unvaccinated individuals to wear masks indoors;" this remains the guidance of Riverside County Public Health; and

WHEREAS, the City Council does hereby find that the ongoing risk posed by the highly transmissible COVID-19 virus will continue to cause conditions of peril to the safety of persons within the City which are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and the City Council desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the City Council does hereby find that the legislative bodies of the City shall continue to conduct their meetings without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e), and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in Government Code section 54953(e)(2); and

WHEREAS, all meeting agendas stating meeting dates, times and the manner in which the public may attend and offer public comment by call-in option or internet-based service option shall be posted, at a minimum, on the City's website and at the City's main office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals.

The recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists.

The City Council hereby considers the conditions of the state of emergency in the City and proclaims that a local emergency persists throughout the City, and the ongoing risk posed by the highly transmissible COVID-19 virus has caused, and will continue to cause, conditions of peril to the safety of persons within the City; furthermore, the guidance of Riverside County Public Health recommends physical distancing and face coverings.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency.

The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings.

The Mayor, the City Manager, and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 7, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

Section 6. Certification.

The Clerk of the City Council shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, ADOPTED, AND APPROVED, this 3rd day of May 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lloyd White, Mayor

ATTEST:

_____
Nicole Wheelwright, City Clerk

APPROVED AS TO FORM:

_____
John O. Pinkney, City Attorney

Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE May 3, 2022

SUBJECT: **Second Amendment to the Professional Service Agreements with Scott Fazekas and Associates, Inc., and Willdan Engineering for Building and Plan Check Services for the Final One-Year Extension through July 1, 2023**

Background and Analysis:

On June 5, 2018, City Council approved three-year professional service agreements with Interwest Consulting Group, Inc., Scott Fazekas and Associates, Inc., and Willdan Engineering for building and plan check services. The agreements provided for an initial three-year term with two optional one-year amendments.

Beaumont Municipal Code Chapter 3.02.070 Terms of Professional Services states "The term of any professional services contract awarded shall be a maximum of five years." This chapter also states, "Extension of a contract beyond the initial term shall be approved by four-fifth vote of the City Council." On February 2, 2021, the first amendment to the professional service agreements were approved by the City Council extending the contract through July 1, 2022. The second and last extension for the agreements with Scott Fazekas and Associates, Inc. and Willdan Engineering is before City Council for consideration and if approved will allow for service to be provided through July 1, 2023. Interwest Consulting Group, Inc. has not agreed to extend the current terms of the contract, therefore, staff is not recommending an amendment for an extension at this time. A new request for proposal (RFP) will be prepared for these services in 2023.

The consultants have licensed professional engineers, plan checkers and certified building inspection staff with years of experience to fulfill the operational needs of the Department of Building and Safety. The one-year extension for each agreement will allow the City to continue maintaining the timeliness of building plan check and building

inspection services, and to keep multiple service providers on contract to respond to the needs of the development community as fluctuations in building workload occur.

Fiscal Impact:

The associated costs for these services are paid by applicants through the existing plan check and permit fees; Scott Fazekas and Associates, Inc. and Willdan Engineering have agreed to hold their current rate structure through the term of these agreements.

Recommended Action:

Approval of the final one-year extensions to the professional service agreements with Scott Fazekas and Associates, Inc. and Willdan Engineering for Building and Plan Check Services.

Attachments:

A. Original Professional Service Agreement with Scott Fazekas and Associates, Inc.
B. Original Professional Service Agreement with Willdan Engineering
C. First Amendment to the Professional Service Agreement with Scott Fazekas and Associates, Inc.
D. First Amendment to the Professional Service Agreement with Willdan Engineering
E. Second Amendment to the Professional Service Agreement with Scott Fazekas and Associates, Inc.
F. Second Amendment to the Professional Service Agreement with Willdan Engineering

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 1st day of July, 2018, by and between the City of Beaumont ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Scott Fazekas & Associates, Inc. whose address is 9 Corporate Park, Suite 200, Irvine, CA 92606-5173 ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide Building & Safety Plan Check services and On-Call Services; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Building & Plan Check Services as described in the proposal and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Scott R. Fazekas as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CITY agrees to pay CONTRACTOR the amount of 75% of the CITY's Building Plan check fees or hourly rates set forth in the proposal for CITY authorized services. CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and

shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required ___; Errors and omissions insurance in a minimum amount of $1 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage

shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically

stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

(Signature Page Follows)

SIGNATURE PAGE
TO
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR
(Scott Fazekas & Associates)

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Nancy Carroll, Mayor

CONTRACTOR:

_____

By: Scott Fazekas & Associates, Inc.

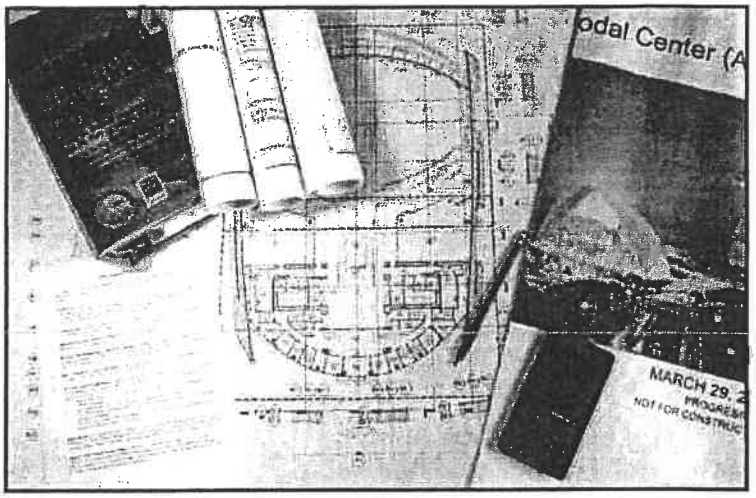
Print Name: Scott R. Fazekas

Title: President

EXHIBIT "A"

PROPOSAL

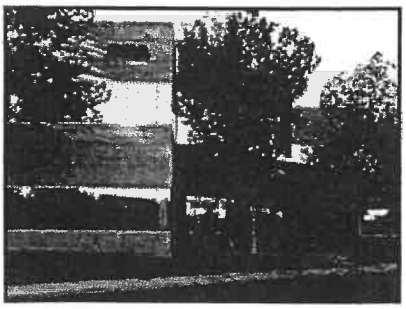
PROPOSAL TO
RFP FOR
BUILDING PLAN CHECK SERVICES



City of Beaumont
April 4, 2018

SFA

Scott Fazekas & Associates, Inc.



Scott Fazekas & Associates, Inc.
Building Safety for Government

April 4, 2018

Ms. Rebecca Deming
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Proposal to RFP For Building Plan Check Services

Dear Ms. Deming:

SCOTT FAZEKAS & ASSOCIATES, INC. (SFA) appreciates being considered to submit a Proposal to provide Building Plan Check, Inspection and other Building Contractual Services, as needed to the City of Beaumont. SFA understands the specific needs of the City and will tailor our services to meet those needs. The following is an Executive Summary of the Proposal which highlights SFA's unique ability to offer the City of Beaumont services that will contribute to the professional image put forth to developers and residents.

Some of the key features of SFA are as follows:

- **SFA exclusively serves governmental agencies and provides no design or consulting services to the private sector; avoiding both real or perceived conflicts of interest.**
- SFA has provided plan review services to the City of Beaumont for 10.5 years.
- The owner of SFA, Scott Fazekas, has always been and will continue to be involved in managing and participating in the services provided. He has worked for the City of Beaumont as a consultant for over 30 years, with some of those years from a previous firm at which he managed their building division.
- SFA's office is located in nearby Irvine.
- SFA is financially sound. We have zero debt with no partners or investors. SFA is owned exclusively by it's owner and founder, Scott Fazekas.
- SFA has never had a claim filed against it and has solid business practices to minimize the potential of legal exposure.
- All of SFA staff who provide plan Review services are licensed professionals in the State of California. All have extensive experience and tenure in their professions.
- SFA stays involved in the industry to both contribute to, and learn from others, on state laws, code changes, industry standard practices, and simply keeping up on key issues to building departments.

9 Corporate Park, Suite 200, Irvine, CA 92606-5173 • 949 / 475-2901 • FAX 949 / 475-2560 • sfairvine@aol.com

An Equal Opportunity Employer

- SFA staff develop updated standard correction lists for plan review every three years when codes are updated and share them with all of our client agencies if requested.

- **SFA has only one office location**. This is by design to maintain the highest possible quality control. Close communication and information sharing between plan check engineers creates a productive and comfortable work environment. Plans are never shipped out to another location.

- All staff are paid hourly with 1.5 times O.T. pay which is always approved. Plan check engineers always meet their deadlines and are always authorized overtime when needed.

- SFA produces a Weekly Status Report that shows turn around times for all plans going out during that specified period of time. This allows SFA to monitor that we are meeting our due dates.

- Plans are reviewed in 10 and 5 working days for initial and rechecks, respectively.

This letter is prepared and signed by the President/CFO who is authorized to bind SFA for the contents and commitments presented in this Proposal. SFA looks forward to the opportunity to continue to provide professional services to the City of Beaumont.

Sincerely,

SCOTT FAZEKAS & ASSOCIATES, INC.

Scott R. Fazekas, AIA, NCARB, CBO, LEED AP, CASp
President

Table of Contents

SECTION 1 - INTRODUCTION
KEY AGENCY NEEDS
ABOUT THE COMPANY
PHILOSOPHY

SECTION 2 - SCOPE OF SERVICES
PROJECT MANAGER -LIAISON
BUILDING PLAN REVIEW

SECTION 3 - METHODOLOGY/APPROACH
INTERNAL POLICIES AND PROCEDURES OF SFA

SECTION 4 - SFA'S QUALIFICATIONS/EXPERIENCE
PERSONNEL QUALIFICATIONS
SFA' S EXPERIENCE
RESUMES

SECTION 5 - REFERENCES

SECTION 6 - PROPOSED FEES

APPENDIX - INSURANCE

Section - 1 - Introduction

KEY AGENCY NEEDS

The entire Proposal addresses all the components that as a whole make SFA a high quality solution to the City's needs. Some of the following are highlights which we feel are specifically germane to the RFP.

- **Exclusively serving municipalities for zero conflict of interest.**
- **Fast turnaround times: Standard Plans to be reviewed in ten (10) working days for initial review; five (5) working days for rechecks.**
- **Expedited reviews will be provided when requested by the Building Official for special circumstances.**
- **Competitive fees.**
- **Experience of individual plan check staff with over 230 years experience in this field.**
- **Excellent references by numerous municipalities.**
- **E-mail of correction lists to City for timely communication.**
- **Electronic Plan Review option for plan submittals**
- **Quality Control measures practiced to insure a quality work product.**
- **Serving the City of Beaumont for 10.5 years.**

SFA incorporates several internal procedures which will: **1)** insure better communication with our client agencies and the applicants; **2)** achieve plan reviews which are more consistent with the specific policies and needs of our clients; and **3)** enhance internal organization and processing.

ABOUT THE COMPANY

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas 22 years ago in June 1996. It was formed to offer building safety plan review services to governmental agencies. Mr. Fazekas has 45 years building safety experience. He started and managed identical services for a consulting firm over the 11 years prior to forming SFA, with 12 years of prior municipal building safety experience as a City employee, for a total of 34 years of municipal consulting experience.

Section - 1 - Introduction

SFA was established to provide services exclusively to municipal building departments. This not only ensures that no real or perceived conflicts of interest could occur but also provides a specialized operation that is tailored to the exact needs of municipal building departments. The primary service provided to our clients is plan review. SFA's plan check capabilities are enhanced by our understanding of the roles in a municipal building department which interface with, and rely upon, a competent plan review.

The associations and qualifications of all key personnel have been drawn upon to offer excellent resources to the City of Beaumont. This is elaborated upon in the body of this Proposal. SFA has developed a strong plan check team with years of experience and excellent credentials who all work in one well-coordinated office location. Emphasis is on consistent, well informed application of code expertise in the review of projects. Staff tenure offers our clients the stability of SFA's resources and historical knowledge of policies, practices and specific projects. SFA's staff have attained LEED AP and CASp certifications.

SFA's activities in professional organizations are represented in the resume of Scott Fazekas and our team of plan check engineers. Mr. Fazekas has served at and lectured at seminars for the two primary organizations which represent building safety professionals: I.C.C. and Calbo. Additionally, he served four years on I.C.B.O.'s General Design Code Development Committee which then became the Structural Code Review Committee in 1999. One of SFA's senior plan check engineers, Ganesh Rao, S.E., has developed and instructed the Calbo Structural Code Update Seminar for the new C.B.C. Additionally, Vic Penera, S.E., served as Chairman of the I.B.C. Structural Code Development Committee and was involved in the drafting of the new 2000 I.B.C. structural provisions. Brett Archibald, one of SFA's plan check engineers, took the initiative in developing both a commercial and a residential checklist for the new 2010, 2013 and 2016 California Codes. This has been shared with the local I.C.C. Chapters and client agencies. Staying abreast of the code industry is key to SFA's philosophy of serving as a highly-trained extension of our client's staff.

All of SFA's plan check staff are licensed Structural or Civil Engineers which allows SFA the ability to assign the challenging structural projects to any one of our engineering staff. This expertise allows SFA the ability to balance out workloads and meet obligations without overloading any one engineer.

SFA has been in the same Corporate Park complex for the 22 years we have been in business, offering familiarity and stability to design teams who use SFA's services. The single location enhances quality control due to consistent process and excellent coordination and communication between all team members. SFA's address is:

9 Corporate Park, Suite 200
Irvine, CA 92606
(949) 475-2901, FAX (949) 475-2560
sfairvine@aol.com

Section - 1 - Introduction

PHILOSOPHY

Through our experience in providing contract services to governmental agencies, SFA has identified concepts and ideas that are essential for a consultant to possess in order to effectively fulfill the building department requirements of a city or county. They are as follows:

- The experience and staff to respond to each agency's needs in a timely, efficient and cost effective manner.
- Administrative and management ability of high caliber to identify problem areas and provide for their correction in a timely and sure manner.
- The ability to recognize and develop the attributes and strengths of staff members and to utilize them to their full potential.
- A reputation for quality performance and integrity to successfully administer all aspects of the codes.
- Expectations and performance accountability that are established and adhered to.
- Professional representation on behalf of the client agency in order to maintain good public relations.
- Communication with the assigned client agency liaison through meetings, memorandums and status reports.
- Electronic plan review using both Adobe Acrobat and Bluebeam programs.
- Coordination with other agencies which require Building Department involvement.
- Attendance of key meetings to keep informed on the most recent code administration techniques and procedures.
- SFA will attend meetings at City Hall when requested by City and frequently meets with applicants in our office when clarifications are needed or when minor corrections warrant rechecks in person with the plan check engineer.

SFA does not perform any work for the private sector so no conflict of interest can result during our tenure, allowing SFA staff to maintain objectivity in the enforcement of regulations.

Section - 1 - Introduction

The scope of regulations that affect the design and construction of buildings continues to become increasingly complex with new legislation and regulations in addition to the usual updating of the building codes and municipal ordinances. It is essential to the proper operation of a building department that it's staff be aware of, and well trained in, the interpretation and application of codes and their enforcement. SFA stresses that continually updated training is essential in maintaining quality building code enforcement services.

The following sections outline in more detail the range of services, approach, unique qualifications, special concerns, personnel and experience that SFA offers the City of Beaumont to meet your day-to-day building safety plan check needs.

Section 2 - Scope of Services

The following is the itemized Scope of Services which SFA's staff is prepared to provide for the City of Beaumont. All are expected to be performed as part of this Proposal. The Scope of Services and the manner in which they are performed will be in accordance with the specific requirements of the City's program.

- Provide shipping/transport of plans and other communication documents such as correction lists.
- Review of plans for compliance with the applicable state and local codes.
- Attend meetings at SFA's office or at City Hall when needed.
- Preparation of written corrections submitted to the applicant.
- Recheck and approval of the final plans after all corrections have been incorporated in the plans.
- Submittal of approved plans and supporting documents to the City of Beaumont.
- Additional related services when so assigned or requested by the City's Building Official.

PROJECT MANAGER - LIAISON

SFA recognizes the need to assure an adequate level of commitment by key personnel. SFA will commit the President, Scott Fazekas, as the Project Manager who will see to the proper function of the building plan review process and will also be personally involved in performing services. He will serve as an extension of the City staff, fully capable of providing the necessary services as determined by the City. SFA's availability to the City staff is an essential ingredient. Prompt information on job status will be provided whenever requested.

The Project Manager will be responsible for the quality of all services provided by SFA's staff. He will be capable of dealing with a diversity of personalities and the many different levels of administrative, technical, professional and construction personnel categories that are involved in building code enforcement.

SFA will also maintain continual documentation and updated information on the status of all plans being processed. Any inquiries regarding the status of plans which have been forwarded to SFA for review can be directed to us to avoid unnecessary research and phone time by City staff.

Section 2 - Scope of Services

General Assistance

SFA welcomes the opportunity to aid our clients with general information and departmental assistance in addition to providing plan review services. We like to be considered a valuable and accessible resource that will make operating your department easier. SFA's exposure to numerous agency operations, our experienced employees each with specialized expertise and our involvement in committees and attendance at numerous seminars will give the City of Beaumont the benefits associated with an increased level of staffing.

BUILDING PLAN REVIEW

Building Codes

SFA proposes to perform both structural and non-structural plan review of residential, industrial and commercial buildings for compliance to all local ordinances and state code amendments that pertain to local enforcement of building and safety. This includes the adopted California Building, Residential, CalGreen, Plumbing, Mechanical and Electrical Codes. The scope of review may be subject to the direction of the City's liaison.

State Disabled Access Regulations (DSA & HCD)

SFA provides comprehensive administration of the Disabled Access Regulations in Chapters 11-A and 11-B which are developed by HCD and DSA respectively. Our staff are qualified to interpret and advise applicants on exemptions and Unreasonable Hardship applications. SFA has two CASp's on staff; Scott Fazekas and Brett Archibald.

State Energy Regulations

SFA provides energy calculation review in accordance with the energy law requirements. SFA will incorporate the proper documents in the plans for use by both the inspector and the builder, facilitating improved field relations and quality of the end product. Here also, emphasis is placed on attendance at energy seminars to obtain updated information and training in the energy regulations and the use of related forms.

State Noise Ordinance

SFA's services include checking to see that both interior (and exterior, when so directed by the City) noise intrusion are properly addressed by the designer and that the necessary assemblies provide the required degree of sound attenuation in accordance with State law. If exterior sound attenuation is a concern, SFA will review for compliance when so directed. If noise contour maps are provided, we will check as to whether or not the buildings are subject to such regulations. The new CalGreen Code also covers acoustic provisions which SFA addresses in our plan reviews.

Section 2 - Scope of Services

Federal Flood Plain Regulations

Many jurisdictions have areas that, due to either their proximity to water or their elevation, are subject to federal flood plain regulations. If so desired, applicability to each project will be checked and addressed during the plan review stage. This alerts the developer at the earliest possible time in order to allow for advance planning. This is particularly important at the grading plan review stage.

Soils Engineering

SFA responds to the critical nature of proper building pad and site design as they apply to proposed structures by anticipating potential problems and addressing them at the plan review stage. Staff will review soils reports and verify implementation of their design recommendations and parameters into the structural design of the building as part of the building plan review. When subject to Flood Plain or Liquefaction Zone criteria, SFA will review for such compliance when so directed by the City.

CAL Green

SFA has reviewed numerous buildings subject to the CAL Green requirements. SFA has a LEED AP and a California Build it Green (CBIG) credentialed employee on staff.

Certified Access Specialist

SFA has two CASp Certified employees and as an extension of City staff, meet the City's obligation to have at least one CASp available.

Additional Services

SFA will provide any additional services within the scope of our professional consulting expertise, as needed, on an hourly basis. **Consultations requested by the Building Official are without charge unless it involves a more extensive assignment.**

Section 3 - Methodology/Approach

INTERNAL POLICIES AND PROCEDURES OF SFA

Office Hours

SFA's office hours are between 8:00 a.m. and 5:00 p.m. Monday through Friday during which time SFA staff will be available for communication directly with the applicants.

Agency Information Sheet

This form is designed as a starting point for the plan checker to review prior to commencing each project. It serves as a summary of items which may be unique or exclusive to each client such as ordinance amendments, special policies or interpretations, plan routing preferences, contact person(s) in agency, etc. . . This form is often backed up with other documents such as general notes, ordinances, agency checklists or guidelines. This form can easily be updated at any time by simply calling SFA.

Plan Transmittal

SFA will utilize the services of UPS or OnTrack for plan delivery purposes. This service will be paid for by SFA. Pre-labeled mail bags are also provided so dispatching plans to SFA is simple and convenient.

When plans are completed they are stamped on every page, signed and forwarded by UPS or OnTrack or courier with a transmittal form directly to the City. The plan transmittal procedure used by SFA eliminates the possibility of the plans being tampered with when being forwarded for permit issuance.

Computer Plan Check Log

Internal tracking is accomplished by a sophisticated computer software that allows for daily tracking of status of each and every plan check and also gives SFA the workload of each engineer. Incoming and outgoing plans are logged into the computer daily which allows us to know the status of a project immediately. This program allows SFA to quickly answer applicants who call wanting to know plan check status of projects. Many other reports are also available and utilized by many of our clients. Reports that show the client all active plans for their City, and the status of each, can be printed on a weekly basis to show the client the status and history of their projects. Weekly status reports are also printed for internal tracking of performance on turnaround times.

Additionally, SFA has a Daily Scheduling Report which monitors each plan checker's workload and plan review due dates. This is an essential ingredient in meeting our turnaround times.

Section 3 - Methodology/Approach

Correction Lists

The plan review staff have a variety of correction lists, supplemental lists and guidelines for use as deemed appropriate on each individual project. Should the City require use of their standard correction lists, SFA can easily accommodate this by maintaining copies in our Agency Correction List File and referencing their use on our Agency Information Sheet which all plan check staff reference at the beginning of each review. A list of all required plan corrections will be typed on SFA's Correction Lists and will be submitted to the City along with a transmittal form. An electronic copy can also be forwarded to the City if requested.

When plans are completed, they are stamped on every page, signed and forwarded by UPS, OnTrack or courier with a transmittal form directly to the City. The plan transmittal procedure used by SFA eliminates the possibility of the plans being tampered with when being forwarded for permit issuance.

Electronic plan review is available should the City desire to use this method of plan check.

Transmittal Form

SFA's Transmittal Form is tailored for use specifically with building plan checks. Besides serving to document enclosures, it serves as a good communication tool to alert the permit technician of a number of things which are critical at the permit issuance stage. Some examples are: **1)** when special inspection is required; **2)** when another agency approval is necessary; **3)** if the building official was involved in an interpretation and should be given a chance to review the project; and **4)** if additional review fees are due as well as a number of other topics.

Questionnaire

SFA makes available Questionnaires to each applicant for optional use after the plans are approved. This insures that the designer who worked with SFA is given the opportunity to comment. This helps by soliciting feedback on the services provided by SFA to customers of the building departments which are entrusted to SFA. The comments received are forwarded to the client agency. This process makes the plan checker aware that the company values a professional attitude, sends a message to applicants that we care about providing professional services, allows follow-up by management if an applicant has concerns, and lastly, it informs the client agency about the service level SFA is providing.

SFA's goal is to provide consistent, timely and professional services geared to the needs of each client agency. We want to be considered an extension of your agency's staff; not providing generic services but services which are an integral component with our client's departmental operations.

Section 3 - Methodology/Approach

Electronic Plan Submittal

SFA has the technical computer-support staff, and an electronic plan review station to accept and review digital, electronic plan submittals. SFA uses both Bluebeam and Adobe Acrobat format.

Timely Performance

SFA will strive to maintain efficient turnaround times on all reviews since this is largely a measurement of our performance. It is one of the categories on our questionnaire which is given to our applicants. The turnaround time indicated is the date by which the plans are to be received back at the City.

Turn Around Times for residential and commercial, new construction, additions and remodels will be as follows: The deadlines are the time by which a project is completed, typed and shipped to allow a day shipping time. SFA has met and frequently exceeds our turn around times.

Type of Job	Turn Around Time First Check	Turn Around Time Re-Check
Residential:		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days
Non-Residential:		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days

Extremely large or complex projects as agreed upon by Building Official.

SFA prides ourselves on meeting the needs of our client agencies.

SFA will accommodate preliminary reviews to facilitate more on-track projects at the time of the formal submittal for plan check when requested by the City staff. This will aid in timely turnaround times as well as good public relations.

Section 3 - Methodology/Approach

Quality Control

Quality control is achieved by internal policies and a philosophy which recognizes the benefits of a work product that is recognized as professional, consistent, service-oriented, technically accurate, and tailored to each client agency's needs. In addition to our listed policies and procedures, SFA has instituted four internal practices: **1)** Regular staff meetings with all plan check staff; **2)** Continuing education for all staff through seminars and webinars; and **3)** Employ a philosophy of retaining experienced staff with long tenure.

Conflict of Interest

Reputation of the City's consultant reflects upon the City. In addition to technical and administrative quality, the perception that the consultant is objective and free from any conflict of interest is critical. **Not only does SFA decline doing any private work within the jurisdiction of the City of Beaumont, but we decline private, non-municipal work anywhere.** Additionally, even our plan check staff are prohibited from doing any work outside of their employment with SFA that could cause a conflict of interest.

Public Relations/City Representation

All representation with the public and other agencies relating to building plan review will be made in a professional and courteous manner. Upon completion of initial plan reviews, the applicants are contacted by telephone and are given the option of either having their plans mailed to them or being able to pick them up in person. When they resubmit corrected plans, they are also given the option of transmittal by UPS or OnTrack or coming in and going over any corrections in person. **Meetings in our office are handled without interruption in one of several private offices should the applicant desire to go over questions on the plans in person.** SFA uses UPS or OnTrack for transmittal of plans to assure verifiable and prompt delivery.

Interaction with Applicants

To summarize, SFA's approach involves courtesy, responsiveness, communication, technical thoroughness, convenience and follow-up on service level. Some specific illustrations are as follows:

- When additional information is needed from applicants to complete the review, applicants are contacted by phone to discuss best approach to facilitate a complete/timely review.

- **Meetings at City Hall or in the field may be attended by plan checker or the Project Manager, Scott Fazekas when requested by the Building Official.**

Section 3 - Methodology/Approach

- Communication regarding corrections is offered via FAX or e-mail.
- Applicant Questionnaire are available after completion of each plan check and any comments received are forwarded to the City if the City so desires.
- A customized Transmittal Form tailored exclusively for plan check is used to enhance communication with the applicant and the City's permit technician.
- Prompt turnaround times as stated earlier in Proposal. Special circumstances and requests will be given every effort to accommodate special/shorter time frame scheduling needs.
- SFA maintains copies of all records to insure that misplaced documents by applicants will not cause unnecessary project delays.
- SFA has standardized checklists which can also be used by applicants as a good design guide.
- **Preliminary reviews are available if applicant so requests through the City's Representative.**
- Code interpretations relating to items challenged by the applicants will be handled by senior staff to achieve an agreeable solution or SFA will contact the City to determine what the Building Official's ruling and direction would be.
- Recheck meetings in SFA's office for minor items or when complex issues arise.

Section 4 - Qualifications/Experience

PERSONNEL QUALIFICATIONS

Name	Qualifications	Type of Review Work
Principal		
Scott R. Fazekas, President AIA, NCARB, CBO, CASp LEED AP	Registered Architect, CA, NCARB, Colorado Certified Building Official, I.C.C. Certified Plans Examiner, I.C.C./ Calbo Certified Building Inspector, I.C.C./ Calbo LEED Accredited Professional, LEED Certified Access Specialist, CASp	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Scott Fazekas, as Principal, will be responsible for the administration of services and seeing that services are tailored to the specific needs of the Agency. He has managed consulting plan check and building safety services for over 33 years. He will also perform plan reviews and assign which employees will work on each given project. Mr. Fazekas is Past President of the Orange Empire Chapter of I.C.C. and has served on the Code Development and Education Committees. He also serves in the capacity of Building Official and stays abreast of changing regulatory trends.		
Associates		
Ganesh Rao, S.E.	Registered Structural Engineer, CA Registered Professional Engineer, CA Certified Plans Examiner, I.C.C./ Calbo	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Mr. Rao has diverse design experience of wood, concrete and steel in low, mid and high-rise structures of varying occupancy groups. Now focused in plan review he brings a thorough knowledge of current structural code provisions.He has worked for SFA for 19 years.		
Vic Penera, S.E.	Registered Structural Engineer, CA Certified Plans Examiner, I.C.C. California Structural Engineers Association of Southern California; American Society of Civil Engineers; International Conference of Building Officials	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Vic Penera had been with the City of Los Angeles Building Safety for the majority of his career with experience in both plan review and supervision. He has worked for SFA for 18 years.		

Section 4 - Qualifications/Experience

Brett Archibald, P.E.	Registered Civil Engineer, CA Certified Plans Examiner, I.C.B.O/ I.C.C. Certified Mechanical Inspector, I.C.C. Certified Plumbing Inspector, IAPMO International Code Council American Society of Civil Engineers Build It Green Certification, CA Certified Access Specialist, CASp	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Brett Archibald has 15 years experience in residential and commercial plan review.		
Peter Tang, P.E.	Licensed Civil Engineer, CA	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Peter Tang joined SFA after having spent sixteen years in structural design. His expertise in wood-framed structures and rack design has made him a valuable resource. Peter has 14 years experience in residential and commercial plan review.		
Russ Helmick	Certified Building Official, I.C.C., National Fire Protection Agency (NFPA) International Association of Electrical Inspectors (IAEI) International Council of Building Officials (ICC) Underwriter's Laboratory (U/L) American Public Works Association (APWA)	Electrical
Russ Helmick provides specialized electrical plan review for all types of commercial and industrial buildings. He worked as Chief Electrical Inspector with the City of Irvine and now works for SFA reviewing electrical plans and consulting with the plan check staff on electrical code. Russ also serves on NFPA code development and has taught electrical classes nationally for both NFPA and local ICC chapters.		

Section 4 - Qualifications/Experience

Name	Qualifications	Type of Review Work
Scott Berry, P.E.	Registered Professional Engineer, CA Certified Plans Examiner, I.C.B.O./ I.C.C.	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Scott Beery has 11 years municipal plan review experience. His structural design experience has covered residential, schools and a variety of commercial structures including timber, steel, concrete and masonry construction materials.		
Sam Melieka, P.E.	Licensed Civil Engineer, CA	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility, Residential
Sam Melieka joined SFA in 2013. He performs comprehensive residential plan reviews. His experience is primarily in residential structures, both single and multi-family structures.		
Li Ming Chen, P.E.	Licensed Civil Engineer, CA Certified Plans Examiner, I.C.C.	Building & Structural, Plumbing, Mechanical, Electrical, T24 Energy, Accessibility
Li Chen joined SFA in 2015 and prior to that he worked for the City of Irvine for 31 years as a Plan Check Engineer. He has experience performing comprehensive reviews for a wide scope of residential and commercial projects.		

Resumes of SFA staff that will be working on the City of Beaumont's projects, follow this Section.

Section 4 - Qualifications/Experience

SFA'S EXPERIENCE

SFA currently provides building safety services for the following jurisdictions:

Arcadia	Irvine	Ontario	Lake Elsinore
Beaumont	Montebello	Palm Desert	San Clemente
Cathedral City	Norwalk	Pasadena	Santa Ana
Costa Mesa	La Habra Hts	Tustin	San Fernando
Westminster	Vista		

SFA has performed thousands of plan reviews which have included every type of construction and occupancy group in the building spectrum. We have also encountered many unique administrative policies and processes in working with the building officials in our client jurisdictions which may have arisen due to tight project scheduling, application of alternate design methods or simply due to unique project characteristics.

RESUMES

SCOTT R. FAZEKAS

EDUCATION

Bachelor of Science in Architecture, California State Polytechnic University, 1980
Supplementary Structural Course Work, California State University, Fullerton, 1984

PROFESSIONAL REGISTRATION

Licensed Architect, California, Colorado, Nevada, NCARB

CERTIFICATION

LEED Accredited Professional, LEED
Certified Access Specialist, (CASp), DSA
Certified Building Official, I.C.C.
Certified Plans Examiner, I.C.C., C.B.C.
Certified Building Inspector, I.C.C., C.B.C.

EXPERIENCE

Mr. Fazekas is President of Scott Fazekas & Associates, Inc. (SFA) which provides building official, building plan check and building inspection services to governmental agencies. He has interfaced with architects, engineers, designers, contractors, plan checkers, inspectors, developers and building owners to achieve code compliant building construction through the application of local, state, and federal codes and regulations.

Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for fourteen jurisdictions through long term and interim contract arrangements. He has also contributed to both the design and code enforcement professions by regularly lecturing at code-related seminars and classes for Calbo and ICC. He served six years on the American Institute of Architects Building Performance and Regulations Committee where he as AIA's representative voted on the ANSI A117.1 Disabled Access Standards. He also served four years on I.C.B.O.'s General Design/Structural Review Committee and on the Orange Empire Chapter of I.C.B.O.'s Code Change Committee. He has served on the local Orange Empire Chapter of ICC's Board and was President in 2005. He has served as both contract and interim Building Official for 20 jurisdictions during his last 28 years in the private sector.

Mr. Fazekas has 44 years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. as a Senior Vice President and Division Manager of the Building Safety Division. He was responsible for starting, developing and managing the Building Safety Division for 11 years. During that time he served as building official in California and Washington jurisdictions and oversaw plan review services for more than one hundred client agencies. He also founded and served as President of Employment Systems Inc., which was a corporation dedicated to municipal staffing needs. Before his term with BSI, he spent 13 years working for the building divisions in the Cities of Newport Beach and Costa Mesa where he worked his way through all levels in the departments from clerk to permit technician, inspector and plan check engineer.

PROFESSIONAL AFFILIATIONS

A.I.A., I.C.C., CALBO

GANESH M. RAO

EDUCATION

Masters of Science in Civil Engineering
Brigham Young University, Provo, Utah
Bachelor of Science in Civil Engineering, Bangalore University, India

PROFESSIONAL REGISTRATION

Registered Structural Engineer in California
Registered Professional Engineer in California
Certified Plans Examiner, I.C.C.

EXPERIENCE

Mr. Rao has been a building plan check engineer in SFA's Irvine office since 1998. He reviews both commercial and residential plans for compliance with model codes and local ordinances. He has a total of 29 years of progressively involved engineering experience.

Prior to his employment with SFA, Mr. Rao has spent eight years in the design field with experience in California, Nevada and Hawaii designing wood, steel concrete and post-tensioned low, mid and high-rise structures. Occupancies which he has performed design work for have included retail, medical, office resort, bridge, industrial, schools, parking structure and hanger facilities.

Mr. Rao has experience in a variety of geographic regions. His design experience includes projects in California, Nevada, Washington, Oregon, Hawaii and the Territory of Guam. His plan review experience has been in California, Nevada and Colorado. Mr. Rao has reviewed plans for code compliance, residential, tenant improvement, low to mid-rise, tilt-up warehouses, etc. Projects included a three-dimensional finite element analysis of space frame for a mall in the Territory of Guam, Disney Building in Burbank utilizing "Haunch" moment connections, seismic retrofit of Mattel Distribution Center, an aircraft hanger and Sony Technology Center in San Diego. Projects also included design and detailing of antenna structure ranging from 30 feet monopole to 400 foot latticed tower.

VICTOR A. PENERA

EDUCATION

Bachelor of Science in Mechanical Engineering
California State University, San Diego 1968
Master of Science in Mechanical Engineering
University of Southern California, 1970
Supplementary Structural Course Work
California State University, Los Angeles, 1973-76

PROFESSIONAL REGISTRATION

Registered Structural Engineer, California 1976
Registered Professional Engineer, California 1971

EXPERIENCE

After completing 30 years of service with the City of Los Angeles, Mr. Penera retired in April , 2000 and immediately joined SFA as a member of its plan check engineering staff.

Having worked four years in the Department of Public Works and 26 years in Building and Safety with the City of Los Angeles, Mr. Penera has substantial experience in both design and plan checking of structural systems. In the 26 years he spent with LA Department of Building and Safety, he plan checked a wide spectrum of structural systems, occupancies and uses; from simple, wood-frame, single family room additions to complex, high-rise, steel office buildings.

During the last three years of his career with Los Angeles Department of Building and Safety, Mr. Penera served as the Deputy Superintendent of Building in charge of the Engineering Bureau. As Chief of the Engineering Bureau, Mr. Penera oversaw a staff of 175 engineers, technicians and clerical staff responsible for the checking for compliance of state and local regulations related to building, electrical, plumbing, mechanical and zoning issues.

Mr. Penera was active in the development of the first International Building Code (IBC). For one year he served on the Steering Committee for the development of the first draft of the IBC and for two years served as Chairman of the Structural Subcommittee to draft the structural engineering chapters (Chapters 16-26) of the proposed IBC.

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Southern California
American Society of Civil Engineers
International Conference of Building Officials

SCOTT D. BEERY

EDUCATION

Bachelor of Science in Architectural (Structural) Engineering, California Polytechnic University, San Luis Obispo, CA
Associate of Science-Fire Technology, Santa Ana College, Santa Ana, CA

PROFESSIONAL REGISTRATION

Licensed Professional Civil Engineer, California

CERTIFICATION

Certified Plans Examiner, I.C.C., C.B.C.

EXPERIENCE

Mr. Beery has worked in the private design sector for eight years and he has 11 years municipal plan review experience. His structural design experience has covered residential, schools and a variety of commercial structures including timber, steel, concrete and masonry construction materials.

Prior to Mr. Beery working at SFA, he was an Associate Engineer for over two years with the County of San Diego Building Department. He then worked at the City of Anaheim for seven years as a Senior Plans Examiner and Plan Check Supervisor. His latter experience involved management duties and public interface with applicants as well as hands-on plan review.

At SFA, Mr. Beery provides comprehensive plan review services for all types of construction types and occupancy groups.

PETER K. TANG

EDUCATION

Bachelor of Science in Engineering, California State Polytechnic University, 1994

PROFESSIONAL REGISTRATION

Licensed Civil Engineer, California, C-59691

EXPERIENCE

Mr. Tang has been a plan check engineer in SFA's Irvine office for 11years. He reviews both residential and commercial plans for compliance with model codes and ordinances. With a background in forensic investigations on wood-framed structures, he is particularly well versed in wood structures.

Over a sixteen year period, Mr. Tang has been exposed to a variety of engineering design assignments with three different structural design firms. He was employed by Seismic, Inc. in Pomona, Ficcadenti & Waggoner Structural Engineers in Irvine, and John A. Martin Structural Engineers in Los Angeles prior to his employment with SFA.

Mr. Tang has been an excellent supervisor to junior plan checkers in the area of wood framing. His expertise in rack design has also made him a valuable resource in the review of increasingly large rack systems.

Mr. Tang was a project designer on Fresno State's Savemart Center, a steel and concrete sports area; the Pacific Grand Resort, a steel conference center in Huntington Beach; the Westpart Tiempo Community in Irvine, a seismic retrofit of homes; and the Casa Gateway Condos in Pacific Palisades, a seismic evaluation of 3-story homes.

BRETT ARCHIBALD

EDUCATION

Bachelor of Science in Civil Engineering, California State San Diego, 2002
Structural Emphasis in Course Work

CERTIFICATIONS

Registered Civil Engineer, California
Certified Plans Examiner, I.C.C.
Certified Mechanical Inspector, I.C.C.
Build It Green Certification, CA
Certified Access Specialist, DSA

EXPERIENCE

Mr. Archibald is one of SFA's professional staff in our Irvine office. He has 14 years of experience with SFA reviewing both residential and commercial projects. He is assigned as liaison to the City of La Habra Heights where he has set times to coordinate with City staff.

Mr. Archibald has experience in plan checking a variety of projects including single and multi-family housing, tenant improvements, seismic retrofits, tilt-up warehouses, etc. These projects involved structural systems such as wood framing, light gauge steel, moment frames, cantilever columns, concrete and masonry.

Mr. Archibald has also been instrumental in helping to establish tailored documentation for some of SFA's newer clients or clients which are modifying procedures or policies. His computer skills have assisted in the coordination of SFA processing with the needs of our clients.

PROFESSIONAL AFFILIATIONS

International Code Council
American Society of Civil Engineers

LI MING CHEN

EDUCATION

BS in Civil Engineering, Bringham Young University, Utah
MS in Civil Engineering, Bringham Young University, Utah

PROFESSIONAL REGISTRATION

Licensed Civil Engineer, California

CERTIFICATION

Certified Plans Examiner, I.C.C.

EXPERIENCE

Mr. Chen joined SFA in 2015 after retiring from the City of Irvine where he worked for 31 years as Plan Check Engineer. He has experience performing comprehensive reviews for a wide scope of residential and commercial projects. Some of his more recently reviewed projects are:

- Vireo at Park Place review; (2) 4-story and (1) 5-story 520-unit apartment above podiums. (The wrap)
- Kelvin 7-tier parking garage services the apartment.
- 156 units (4) story apartment building with multipurpose room, fitness center and roof deck amenity at Millikan.
- New tract homes.
- (2) One-story restaurant in Irvine Spectrum.

PROFESSIONAL AFFILIATIONS

I.C.C.

SAM MELIEKA

EDUCATION

Bachelor of Science in Civil Engineering, California State Polytechnic University, 2011

PROFESSIONAL REGISTRATION

Licensed Civil Engineer, California

EXPERIENCE

Mr. Melieka joined Scott Fazekas & Associates, Inc. in 2013. He works independently performing complrehensive residential plan reviews including structural, fire-life safety, T-24 energy, accessibility when applicable, CalGreen and PM & E scope. He is our liaison with the City of Irvine doing data entry in the City's computer and delivering and routing plans internally at City Hall.

Prior to 2013, Mr. Melieka provided engineering design for a private firm for six years and drafting services for eight years. His experience was primarily in residential structures; both single and multi-family structures and tenant improvements.

PROFESSIONAL AFFILIATIONS

I.C.C.
Calbo

Section 5 - References

SFA currently provides building plan review services for the following agencies and SFA encourages the City to contact these agencies regarding our work performance.

Agency: **CITY OF ARCADIA**
Reference: Don Stockham, Building Official
(626) 574-5420
Service: Plan Review (Services Provided Since 5/1/1999)

Agency: **CITY OF CATHEDRAL CITY**
Reference: Albert Jimenez, Building Official
(760) 202-2405
Service: Plan Review (Services Provided Since 4/1/2002)

Agency: **CITY OF COSTA MESA**
Reference: Issam Shahrouri, P.E., Phd, CBO, Building Official
(714) 754-5604
Charles Chamoun, Chief Plans Examiner
(714) 754-5614
Services: Plan Review (Services Provided Since 1996)

Agency: **CITY OF IRVINE**
Reference: Joe Kirkpatrick, S.E., Building Official
(949) 724-6453
Services: Plan Review (Services Provided Since 11/1/1996)

Agency: **CITY OF LAKE ELSINORE**
Reference: Bill Belvin, CBO, Building Official
(951) 674-3124, #286
Service: Plan Review (Services Provided Since8/1/1996)

Agency: **CITY OF LA HABRA HEIGHTS**
Reference: Jarad Hildenbrand, City Manager
(562) 694-6302, #227
Service: Plan Review
Building Official (Services Provided Since 1/31/2010)

Agency: **CITY OF NORWALK**
Reference: Tony Weimholt, CBO, Building Official
(562) 929-5739
Service: Plan Review (Services Provided Since 3/31/1997)

Section 5 - References

Agency: **CITY OF ONTARIO**
Reference: Kevin Shear, CBO, Building Official
(909) 391-2546 ext. 4330
Service: Plan Review (Services Provided Since 10/1/1999)

Agency: **CITY OF PASADENA**
Reference: Sarkis Nazerian, CBO, Building Official
(626) 744-7571
Service: Plan Review (Services Provided Since 1/1/1998)

Agency: **CITY OF SANTA ANA**
Reference: Gerald Caraig, P.E., CBO, Building Official
(714) 647-5896
Service: Plan Review (Services Provided Since 11/1/2005)

Agency: **CITY OF TUSTIN**
Reference: Elizabeth Binzack, Community Development Director
(714) 573-3031
Service: Plan Review
Building Official (Services Provided Since 2/1/1998)

Agency: **CITY OF PALM DESERT**
Reference: Russell Grance, Building Official
(760) 776-6420
Service: Plan Review (Services Provided Since 9/1/2007)

Section 6 - Proposed Fees

BUILDING PLAN REVIEW

SFA proposes to charge seventy-five percent (75%) of the City's Building Plan Check Fee. This is based on using the City's Chart of Building permit Fees Based on Valuation of Project and the most currently available Valuation Data Chart published by ICC. When valuation is not clear it shall be as determined by the Building Official. No additional charges would occur for rechecks until the 4th review unless the plans were deemed incomplete or were revised to the extent that the City would also be collecting additional fees. Such hourly charges would be based on a $110.00/hour rate.

Additional related services required by the Building Official would be charged at an hourly rate which is mutually agreed upon in writing by both parties.

APPENDIX

INSURANCE

Insurance is provided in the following amounts:

a.	General Liability	$1,000,000
b.	Workers Compensation	$1,000,000
c.	Automobile	$1,000,000
d.	Professional Liability	$1,000,000

A copy of the listed coverages will be provided to the City upon request of same.

This coverage has been in place without interruption since incorporation in 1996 and will remain in force at the time of contract execution.

EXHIBIT "B"

RFP

Website:
www.ci.beaumont.ca.us

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposals for Building & Safety Plan Check Services

Proposals Due By:
12:00 pm
April 4, 2018

Contact:
Rebecca Deming
Community Development Director
rdeming@ci.beaumont.ca.us
951-769-8518

RFP Available Online:
www.publicpurchase.com

Introduction

The City of Beaumont ("City") Community Development Department requests written responses to a Request for Proposal (RFP) for selection of a qualified firm ("Consultant") to provide Building & Safety Plan Check Services on behalf of the City's Building & Safety Department.

The Consultant will be responsible for Building Plan review of structural, electrical, plumbing, mechanical, and disabled access. The City adopted and enforces the current California Building Codes with additional Municipal Code requirements for plan review of permitted residential and non-residential projects. The City is seeking qualified firms for enforcement of said codes.

The successful Consultant will have demonstrated expertise in plan review, turnaround time, and accurate corrections based on the current adopted codes.

Background

Founded at the turn of the 20th century, Beaumont is proud of its rich history and rural charm. The town served as a welcome "stopping-off point" for early travelers making their way from the Mohave desert to Los Angeles, and later for L.A. residents eager to vacation in Palm Springs. Some, however, set down roots, drawn by the beautiful mountain vistas; clean, crisp air; and the abundance of cherry and apple orchards. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

Beaumont provides the very best of rustic, rural beauty and charm, combined with the planned growth, abundant recreational opportunities, and rich community life offered by the finest Southern California cities. The progressive city of over 45,000 people, sits at 2,612 feet in elevation between Riverside and Palm Springs in the Inland Empire. The city contains 16 city parks, including a 20-acre sports park and a municipal pool, as well as an extensive trails system. The Beaumont School District, with 10 schools, has an outstanding reputation, and it ranks highly in the Pass Area. The city is rounded out with various local service clubs, a new state of the art community recreation center, a library, two four-star golf courses, and multiple churches.

The City interacts with numerous other government agencies, including but not limited to the California Department of Parks and Recreation, the California Department of Transportation, the County of Riverside, and the Santa Ana Regional Water Quality Control Board.

The City Government

The Beaumont City Council is comprised of five Council members, each sharing equal voting powers on all items coming before the Council. Council members are elected to at-large

positions for four-year terms, with elections held in November of even-numbered years. The City Council meets annually to select one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one year but no more than two consecutive years.

The City Council provides legislative and policy direction to the City Manager, who implements their decisions to direct the activities of the City. The City Council responds to issues and concerns of the community by allocating resources, developing policies, and formulating strategies that support the vitality and economic viability of the City. All of their decisions must be made at public meetings.

The City Council appoints the City Manager and City Attorney and members of all advisory boards, commissions, and committees. The City Council also serves as the Board of Directors for the Beaumont Financing Authority, Beaumont Utility Authority, Beaumont Conservation Authority, and Beaumont Successor Agency.

Scope of Services

Consultant shall provide services as described in this Scope of Services and the manner in which they are performed will be in accordance with specific requirements of the City's Building Official.

1. Review Plans for compliance with applicable model codes
2. Review plans for compliance with any state or locally mandated regulations for energy conservation and disabled access.
3. Preparation of written corrections submitted to the City and applicant.
4. Recheck and approval of the final plans after all corrections have been incorporated in the plans.
5. Submittal of approved plans and supporting documents to the City.
6. Additional staffing services when so assigned or requested by the City's Building Official.

Building Plan Review

Perform both structural and non-structural plan review of residential, industrial, and commercial buildings for compliance to all local ordinances and state code amendments that pertain to local enforcement of building and safety, and for compliance to the adopted California Building Code, Plumbing and Mechanical Code, and Electrical Code. The scope of review may be subject to the direction of the City's Building Official.

State Energy Regulations

Provide energy calculation review in accordance with the energy law requirements. Consultant will incorporate the proper documents in the plans for use by both the inspector and the builder, facilitating improved field regulations and quality of end product.

State Noise Ordinance

Provide checking to see that both interior (and exterior, when so directed by the City) noise intrusion are properly addressed by the designer and that the necessary assemblies provide the required degree of sound attenuation in accordance with State law. If noise contour maps are submitted, plan check as to whether or not the buildings are subject to such regulations.

Federal Flood Plain Regulations

The applicability of federal flood plain regulations shall be checked and addressed during the plan review stage. This alerts the developer at the earliest possible time in order for advance planning.

Soils Engineering

Respond to the critical nature of proper building pad and site design as they apply to proposed structures by anticipating potential problems and addressing them at the plan review stage. Consultant will review soils reports and verify implementation of their design recommendations and parameters into structural design of the building as part of the building plan review. When subject to Flood Plain or Liquefaction Zone criteria, consultant will review for such compliance when so directed by the City's Building Official.

Certified Access Specialist

Consultant shall provide CASp certified plan check services including Disabled Access Regulations in Chapter 11-B and Multi-Family Disabled Access Regulations in Chapter 11-A as required under Senate Bill 1608. Consultant must have a CASP certified staff member to perform these portions of the plan checks. Consultant will be required to interpret and enforce state law and review requests for "Unreasonable Hardship" applications and recommend action should the City so desire.

General Assistance

Consultant will aid the City with general information and departmental assistance when needed in addition to providing plan check review services.

The selected consulting firm must be prepared to effectively address the following:

A. Assist City staff in managing the plan check services for residential and non-residential projects, regular interface with City staff and other City consultants, and attendance at meetings as necessary when work is in progress.

B. Communicate, cooperate and team with City staff and other City consultants as necessary.

C. Demonstrate the depth and breadth of the firm to provide a full range of plan check services capable of meeting the needs of any given private development or City initiated project.

D. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

1. Subconsultants may be utilized as necessary. The City must approve all subconsultants and does not permit the use of subconsultants that have not been approved by the City.

Tentative Timeline

TIMELINE	DATE
Request for Proposals Released	March 2, 2018
Last Day to Submit Questions for Clarification	March 14, 2018 @ 5:00 pm
City's Responses to Questions Due to Vendors	March 21, 2018
Deadline for Submission of Proposals	April 4, 2018 @ 12:00 pm
Consultant Interviews	Week of April 30, 2018
City Council to Award Agreement	June 5, 2018 Council Meeting

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit A).

Proposal Format

Firms are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise and provide "layman" explanations of technical terms that are used.

Proposals must be presented in a format and order that corresponds to the numbering and lettering contained herein with minimal reference to supporting documentation so that proposals can be accurately compared. All proposals shall include the following:

A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall

include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, email, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).

C. The Firm's Approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks. Include a copy of firms residential and non-residential plan check correction lists.

D. Firm Profile: Provide a description of the firm, including number of professional personnel, taxpayer identification number, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.

E. Location of principal office that will be responsible for the implementation of this contract.

F. Resume of the Lead Consultant.

G. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.

H. References: Three (3) to five (5) references for similar services within the last three (3) years, which include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.

I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.

J. Cost: Cost proposal (including hourly rate) shall be submitted. As part of your proposal, provide both a percentage of the plan check fee collected and an hourly rate for all other plan checks. Please include hourly rates for additional staffing services if available.

K. Term: The firm shall propose their requested Contract Term period for review by the City in the proposal. The City reserves the right to amend the proposed term prior to the award of contract.

L. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice. Please include your firm's success in securing funding as well as other meaningful outcomes related to the proposed scope of services.

M. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

Six (6) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 12:00pm, Wednesday, April 4, 2018. Postmarks and faxes are not acceptable. Proposal must be titled "RFP for Building Plan Check Services." Proposals and questions regarding this RFP shall be directed in writing to:

Rebecca Deming
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 25 pages (not including resumes),

using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

***DUE DATE FOR QUESTIONS IS Wednesday, March 14, 2018, AT 5:00pm.**

All questions shall be submitted on PublicPurchase.com. Answers will be posted on the same website to allow all users to review the City's responses to all questions within one week of the question due date.

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any entity submitting a proposal, extend deadlines, and/or request additional information. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for one year, with extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City's needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	5
Demonstrated Professional Skill and Credentials	5
Related Experience	20
Quality of Proposal	10
Approach to Performing this Type of Service	10
Familiarity with City, County, and State Procedures	10
References/Satisfaction of previous clients	20
Costs of Services	20
Total	**100**

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City's adopted procedures. The City reserves the right to reject any and all proposals.

Exhibits

A. Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 1st day of July, 2018, by and between the City of Beaumont ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Willdan Engineering whose address is 650 E. Hospitality Lane, Suite 250, San Bernardino, CA 92408-3317 ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide Building & Safety Plan Check services and On-Call Services; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Building & Plan Check Services as described in the proposal and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Patrick Johnson as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CITY agrees to pay CONTRACTOR the amount of 75 % of the CITY's Building Plan check fees or hourly rates set forth in the proposal for CITY authorized services. CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and

shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required ___; Errors and omissions insurance in a minimum amount of $1 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage

shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically

stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

(Signature Page Follows)

SIGNATURE PAGE
TO
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR
(Willdan Engineering)

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Nancy Carroll, Mayor

CONTRACTOR:

_____

By: Willdan Engineering

Print Name: Patrick Johnson

Title: Deputy Director of Building & Safety

EXHIBIT "A"

PROPOSAL

WILLDAN Engineering

January 4, 2018

City of Beaumont
Ms. Rebecca Deming
Community Development Director
550 E 6th Street
Beaumont, CA 92223

Subject: **Proposal to Provide Building and Safety Plan Check Services**

Dear Ms. Deming:

Willdan Engineering is pleased to present this proposal to the **City of Beaumont** to provide building and safety plan check services to the City. Willdan has been a consistent industry leader for 53 years providing all aspects of municipal and infrastructure engineering, including **building and safety**, public works, public financing, planning, and construction management services.

While our exceptional services are presented in the proposal, listed below are reasons why Willdan is uniquely qualified to provide these services to the **City of Beaumont**. Our methodology and approach to the services requested in the City's Request for Proposals, is outlined in this proposal.

- **Knowledge of the City of Beaumont –** Willdan currently provides Building and Safety inspection and permit counter technician services to the City. Our staff has extensive experience working with the City's procedures and expectations for quality service to the community.
- **Electronic Plan Check** – Willdan Engineering offers **electronic plan checking** which reduces foot traffic at City Hall and significantly expedites review and reduces shipping and printing costs for the applicant, and promotes a paperless environment at no additional cost to the City or permit applicants.
- **Experience with Comparable Engagements –** Willdan Engineering specializes in providing professional building and safety, engineering, and planning services to municipalities. The firm has been providing building and safety services to cities and counties on a contract basis since 1979.
- **Demonstrated Competence and Expertise –** Willdan Engineering presently provides building and safety services to a vast number of jurisdictions throughout California. In this capacity, we provide a full range of services including Building Official services, building and safety plan review, permit issuance, inspection and code enforcement. We service client needs from an occasional overload plan review to staffing an entire Department.
- **Public Sector Experience:** Our staff - many of whom have experience as former public agency staff and management - understands the uniqueness of public agency needs and issues. They have served as building officials, city engineers, planning directors, traffic engineers, and public agency staff members for numerous cities and counties. The diversity of this experience is an added value of our services.

- **CASp Certified Inspectors –** Willdan Engineering can provide CASp certified specialists to the City, as required by **Senate Bill No. 1608,** specifically **CHAPTER 549.**
- **No Subconsultants –** Willdan Engineering will provide all requested Building and Safety services with Willdan staff. No subconsultants will be used.

Our approach to each assignment is to furnish the client with technical assistance and strong project management in a professional, efficient and economical manner. Please feel free to contact me or Patrick Johnson, should you have any questions, or require additional information. We are looking forward to continuing our service to the **City of Beaumont.**

Respectfully submitted,
WILLDAN ENGINEERING

James M. Guerra, CBO
Director of Building and Safety
jguerra@willdan.com
909.386.0200 X6289

Patrick Johnson, PE, CBO
Deputy Director of Building and Safety
pjohnson@willdan.com
909.963.0565

Table of Contents

Introduction/Approach/Scope 1

Firm Profile 5

Location 7

Key Personnel 9

References 10

Cost 11

Appendix .....

- **Resumes**
- **Current Certificate of Insurance**
- **Sample Correction Lists**

Introduction/Approach/Scope

BUILDING AND SAFETY SERVICES

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, including permit issuance, building inspection, grading inspection, accessibility inspection, CASp services, OSHPD III plan check and inspection, flood zone experience, building plan review, and fire-life safety. The plan review staff maintain current certifications and attend training on a regular basis, to stay current with industry technologies and standards. Specific certifications and education are delineated in staff resumes herein.

Building and Safety Services

- Building & Safety Inspection
- Grading and Right-of-Way Inspection
- Plan Check
- Permit Technician
- Construction Management
- Code Enforcement
- Building Official
- Disaster Recovery Services
- Development Permitting Process

This, with our depth of experience, expertise, knowledge and resources, Willdan can offer practical solutions that are timely and cost effective, and that will meet the needs of the City of Beaumont. The diversity of Willdan's staffs' experience is an added value of our professional services to our clients. Willdan Engineering provides no private sector engineering services; therefore, there is **no conflict of interest.**

When it comes to serving the residents of the City of Beaumont community, Willdan sees our role as that of facilitator and guide—helping the City's customers in getting through the review, permitting, and inspection process—rather than leaving the applicant in a bind in obtaining or signing off permits. We understand that the process of complying with the various codes, standards, regulations and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes-competing interests is essential to exceptional customer service. Competing interests include, but are not limited to, creating a sense of place, achieving economic development objectives, ease of maintenance, and assuring the City will be as satisfied with the infrastructure on day one as 20 years from "day one." Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff brings to the City's Building and Safety Division.

As noted in our discussion of our plan check services, Willdan's plan check staff can meet with City staff, architects, developers and home-owners prior to plan resubmittal, to discuss any issues arising from first review comments and to address code compliance concerns or questions. These meetings help to expedite plan review rechecks and move toward timely plan approvals.

Plan review will be provided from Willdan's local San Bernardino office with back-up from Willdan's plan review staff company-wide. Mr. Patrick Johnson, PE, CBO, Deputy Director of Building and Safety, will serve as the responsible engineer. Contact info:

Mr. Patrick Johnson, PE, CBO
Willdan Engineering
650 Hospitality Lane, Suite 250
San Bernardino, CA 92408
909.963.0565

SCOPE OF SERVICES

Building Plan Review Services

Willdan Engineering presently provides Building and Safety services to a number of municipalities and jurisdictions throughout Central, Northern and Southern California. In this capacity, we provide a full range of services including plan review, permit issuance, inspection, code enforcement, counter technician and Building Official services. We service client needs from an occasional overload plan review to staffing an entire Building Division. Willdan has gained a great deal of municipal insight and expertise in serving our extensive clientele over the years. We have performed plan review and inspection on projects ranging from single family residential additions to complex high rise towers (including hotels and casinos), parking structures, medical facilities and industrial centers. Willdan's plans examiners are ICC certified plans examiners, CASp certified, licensed architects, and/or registered engineers.

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, that is, structural engineering plan check, fire-life safety, electrical, plumbing and mechanical codes, the Title 24 codes, as well as local amendments to the adopted codes. We have extensive experience with the California Green Building Standards Code. Willdan staff attends classes and seminars on a regular basis to maintain an up-to-date comprehension of all code requirements at no expense to our clients.

All building plans will be examined for compliance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

- **Architectural**
- **Fire/Life-safety**
- **Plumbing**
- **Mechanical**
- **Structural**
- **Electrical**
- **Energy Conservation Regulations (Title 24)**
- **Disabled Access Regulations (CBC)**
- **Green Building Standards**
- **CASp**

Willdan will provide two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation. At the City's

discretion, plan check comments, plans and documents will be returned directly to the designers until such time as plans are approved.

Willdan staff will provide delivery service at no additional cost to the City. We will supply the City with plan bags and shipping labels as well as Willdan's FedEx and OnTrac account numbers.

Plan review status can be accessed 24 hours a day by going to our website, Willdan.com, Building and Safety page (http://willdan.com/engineering/building.aspx) and entering either the plan check/permit number, or the project site address. This service is provided for applicants, designers, engineers, and City staff.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

Turn-Around Schedule

This schedule is applicable for all types of construction and can be adjusted to serve the in the most efficient manner. **Expedited plan check will be provided at the request of the City.**

TYPE OF PROJECT	INITIAL REVIEW	SUBSEQUENT REVIEWS
Single Family Project	10 working days	3 – 5 working days
Commercial and Multi Family Project	10 working days	5 working days
Minor Plan Check	8 – 10 working days	3 – 5 working days
Expedited Plan Check	5 working days	3 working days
Solar Plan Check	2 working days	1 – 2 working days

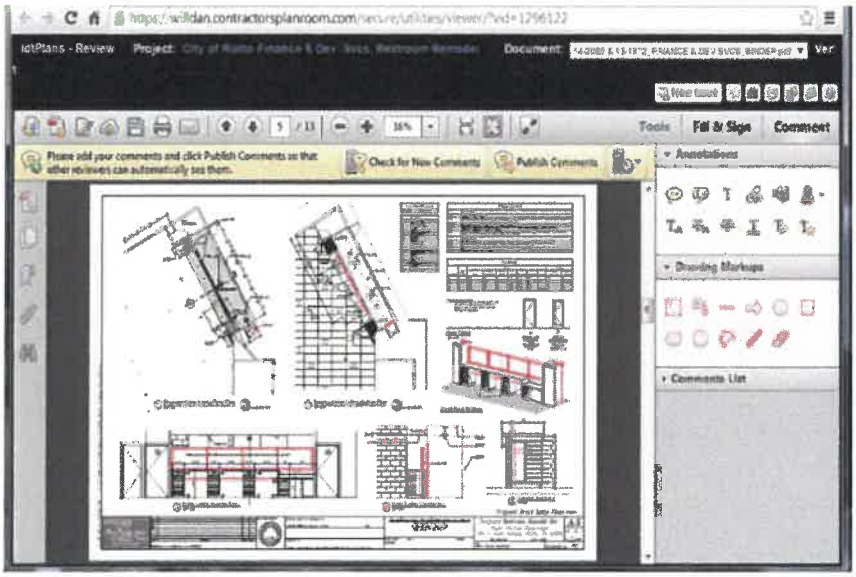
SOLAR PLAN REVIEW

The turn-around schedule for these plans averages **one to two business days**. We are able to electronically stamp the plans "approved" as well, which allows the applicant to print the approved plans directly from our electronic plan review site and return the plans to the City. This procedure saves time and expedites the process for approval and permitting.

Electronic Plan Review (EPR)

Willdan has the ability to provide plan review services electronically, **at no additional cost to the City or applicants**. No additional computer software or hardware is required, only an Internet connection is necessary. Services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format. Willdan will review plans and can transmit the electronic redlined plans back to the applicant or designer as directed, electronically along with the plan review comment sheet.

This service allows for collaboration between the City, designer and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing and time for plan review processing for the applicant. Below is an example of a redlined plan as reviewed in electronic format.



PROCEDURE

1. Plans are submitted to the City for review and permit issuance.
2. At the City's discretion, plans are submitted electronically to Willdan's EPR site for review.
3. Once review is completed, comments and redlines will be available for examination by applicant and City staff.
4. Applicant responds to comments and uploads revised sheets to Willdan's EPR site for recheck.
5. Willdan staff approves plan electronically and requests wet-signed and stamped hard copies be submitted to Willdan for final approval stamping.
6. Approved plans are returned to the City.

Firm Profile

Willdan, founded in 1964, is a leading nationwide provider of professional consulting and technical services. The primary markets Willdan serves are: electric energy consulting; infrastructure planning and engineering; economic and financial consulting; and homeland security consulting. The company serves these four complementary markets through its divisions – energy efficiency services (Willdan Energy Solutions), engineering services (Willdan Engineering), public finance services (Willdan Financial Services) and homeland security services (Willdan Homeland Solutions). **Willdan has a reputation for delivering high-quality projects on time and within budget.** Rooted in Willdan's corporate culture is its focus on quality customer service. The company has more than 850 employees, including licensed engineers, program and construction managers, financial analysts, planners, and other skilled professionals. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States. The company served approximately 900 distinct clients in 2016. Headquartered in Anaheim, the company operates a network of offices in more than a dozen states across the U.S.

Best Practice

Investment Highlights

- *More than 50-year history of relationships with public agencies and utilities*
- *Strong competitive position with compelling outsource model*
- *Diversified platform reduces risk*
- *Experienced leadership with extensive industry experience*
- *51% revenue growth in 2017*

Willdan Engineering

Willdan Engineering (Willdan), a California Corporation and subsidiary of WGI, specializes in solutions tailored to the unique needs of municipalities and other local government agencies. Services range from full-time, in-house staffing to interim or part-time assistance on a project-by-project basis.

Innovation

Willdan's understanding of public agency needs and issues is unique in the industry. In addition to the significant portion of our staff that have served in public agency management positions prior to joining Willdan, Willdan has had numerous assignments with over 60% of the cities and counties in California for building officials, city engineers, planning directors, traffic engineers, and other public agency staff members. With our depth of experience, expertise, knowledge and resources, Willdan is able to offer practical solutions that are timely, cost effective, and that meet the needs of individual communities. The diversity of our staff experience is an added value of our professional services.

Willdan's business model is centered on the public sector.

We can function as part of the University's team without a conflict of interest.

Since 1964, **Willdan Engineering** has helped revolutionize the way consulting services are provided by local offices. Our regional and satellite offices are strategically located to offer local, focused service to the varied demographics of our public agency customers. Willdan Engineering's lean organization enables staff to efficiently communicate individual project challenges and goals company-wide, thereby utilizing all of Willdan Engineering's resources to deliver the highest quality and most cost-effective product.

Willdan Engineering understands the unique nature of public agency needs and issues. In addition to many of our staff having served in management positions at public agencies prior to joining **Willdan Engineering**, we have numerous assignments with over 60% of the cities and counties in California for building officials, City engineers, planning directors, traffic engineers, and other public agency staff members.

WILLDAN ENGINEERING SERVICES

- Building and Safety
- City Engineering
- Capital Program Management
- Construction Management/Inspection
- Development Services/Plan Review
- Environmental/Planning
- Flood Control Design
- Landscape Architecture
- Pavement Management
- Structural Engineering
- Survey/Mapping
- Traffic Engineering
- Transportation Engineering
- Water/Wastewater

Location

Plan review will be provided from Willdan's local San Bernardino office, only twnety (20) miles from City Hall, with back-up from Willdan's plan review staff company-wide. The short ten-minute drive from Willdan's office to City Hall, ensures our staff availability to meet with developers, residents and City staff at any given time.

Willdan Engineering
650 Hospitality Lane, Suite 250
San Bernardino, CA 92408

Key Personnel

Willdan has the depth of resources to staff this assignment with experienced, qualified personnel. Our team is structured so that the most experienced personnel are responsible for providing technical leadership, day-to-day monitoring of task schedules, and quality control. **Mr. Patrick Johnson, PE**, will serve as **Project Manager** and will oversee all services provided to the City. Resumes are located in the appendix herein.

NAME/TITLE	REGISTRATIONS/CERTIFICATIONS	QUALIFICATIONS
Patrick Johnson, PE, CBO *Deputy Director*	▪ Civil Engineer, California No. CE#67960 ▪ Civil Engineer, Arizona No. 50435 ▪ Civil Engineer, Colorado No. 43704 ▪ ICC Plans Examiner ▪ ICC Building Inspector ▪ ICC Building Official	**Building plan review:** Structural, architectural, green building, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial
Daren Raskin, PE *Plan Check Engineer*	▪ California Professional Engineer, CE#57577 ▪ ICC Plans Examiner	**Building plan review:** Structural, architectural, green building, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Aaron Cowen, PE *Plan Check Engineer*	▪ California Professional Engineer, CE#58878 ▪ ICC Plans Examiner	**Building plan review:** Structural, architectural, green building, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Arne Lovnaseth, AIA, CASp *Plan Check Architect*	▪ California Licensed Architect, #C18833 ▪ ICC Plans Examiner ▪ CASp Certified ▪ Certified Disaster Response Team Member, California Building Officials	**Building plan review:** Architectural, plumbing, green building, mechanical, electrical, energy, green building, accessibility.
Brian Gumpert, CBO *Sr. Plans Examiner/ Deputy Building Official*	▪ ICC Building Official ▪ ICC Certified Building Inspector ▪ ICC Certified Plans Examiner ▪ ICC Plumbing Inspector ▪ IAPMO Plumbing Inspector ▪ IAPMO Mechanical Inspector	**Building plan review:** Architectural, plumbing, green building, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Dana Reed, CASp *Deputy Building Official*	▪ CASp Certified FFPA Plan Check Certificate ▪ DSA – Fire Life Safety Plans Examiner ▪ ICC Certified Building Inspector ▪ ICC Certified Plans Examiner ▪ ICC Certified Combination Inspector ▪ ICC Certified Electrical Inspector ▪ ICC Certified Plumbing Inspector ▪ ICC Certified Mechanical Inspector	**Building plan review:** Architectural, plumbing, green building, mechanical, electrical, energy, accessibility, green building, fire life-safety, OSHPD III.

Dan Chudy, BI, CBO, CASp *Project Manager II*	▪ ICC Building Official ▪ ICC Plan Examiner ▪ ICC Plumbing Inspector ▪ ICC Combination Inspector ▪ ICC Building Inspector ▪ ICC Fire Inspector ▪ ICC Mechanical Inspector ▪ ICC Electrical Inspector ▪ CalGreen Inspector ▪ ICC Permit Technician ▪ NACA Professional Code Administrator ▪ LEED Accredited Professional ▪ CASp Certified	**Building plan review/inspection:** Architectural, plumbing, green building, mechanical, electrical, energy, accessibility, fire life-safety, OSHPD III. Multi-story office buildings, commercial buildings, retail outlets, single-family and multi-family residential developments.

References

CLIENT NAME	PROJECT DESCRIPTION	PROJECT DATES	CONTACT	ADDRESS
City of Highland	Building plan check and inspection services; fire life safety plan check and inspection services; engineering design services.	1987 - Present	Joseph Hughes City Manager 909.864.2136 jhughes@cityofhigland.org	27215 Baseline Highland, CA 92346
City of Loma Linda	Building Official services, plan check and inspection services. Building permit counter services. Map Checking	1980 - Present	Konrad Bolowich Community Development Director 909.799.2810 kbolowich@lomalinda-ca.gov	25541 Barton Road Loma Linda, CA 92354
City of Moreno Valley	Building plan check and inspection services. Building permit counter services.	1995 - Present	Allen Brock Community Development Director 951.413.3000	14177 Frederick Moreno Valley, CA 92552
City of San Bernardino	Building plan check and inspection services. Fire life safety plan check. Building permit counter services. Interim Building Official services. Engineering plan check.	2009 - Present	Mark Persico Community Development Director 909.384.5357 Persico_ma@sbcity.org	300 North "D" Street, 4th Floor San Bernardino, CA 92418

Cost

Willdan will provide plan review services at a 75% of the fee collected by the City as indicated below. Revisions and reviews beyond the 3rd review will be billed at an hourly rate of $110/hr per the fee schedule below.

SERVICE PROVIDED	FEE
Plan review for projects with a valuation less than $3,000,000	75% of fee collected by City
Plan review for projects with a valuation greater than $3,000,000	75% of fee collected by City
Hourly Plan Review Rate: (Revisions, 4th Review and Beyond)	$110 per hour
CASp Services	$110 per hour

Appendix

- **Resumes**
- **Current Certificate of Insurance**
- **Sample Correction Lists**

PATRICK JOHNSON, PE, CBO

Deputy Director of Building and Safety

Education
University of Iowa, Iowa City, IA
Bachelor and Science, Structural Engineering
California State Polytechnic University-Pomona
Master of Engineering

Affiliations
ASCE (American Society of Civil Engineers)

Registrations
California Professional Engineer, CE#67960
Arizona Professional Engineer, CE#50435
Colorado Professional Engineer, CE#43704
Nevada Professional Engineer, CE#20699

OIC#2738

ICC Building Official 5280450
ICC Plans Examiner, 5280450-60
ICC Building Inspector, 5280450-10

Certified Disaster Response Team Member, California Building Officials

Experience
20 Years

Mr. Patrick Johnson, a registered Civil Engineer in California, Arizona, Nevada, and Colorado, is Deputy Director for the Building and Safety Division. Patrick has more than 20 years of experience in the construction and engineering field. He has more than ten years plan check experience with Willdan, and is responsible for structural plan review and overseeing plan review services company wide.

Mr. Johnson's primary focus has been on structural engineering of lightweight commercial, industrial, and residential structures. Since employed with Willdan, he has attended a number of code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in Structures, from California State Polytechnic University. His extensive experience includes plan checking numerous projects that vary in size and complexity.

Mr. Johnson's previous engineering experience includes the position of a Design Engineer with KLP Consulting Engineers of Centennial, Colorado. In this capacity, he specialized in the design of lightweight commercial, multi and single-family housing. At times he would be called out to the field as a forensic engineer to justify the probable cause of structural damages caused by expansive soils. Mr. Johnson also has engineering experience in the design of variety of transportation projects including single and multi-span bridges, pedestrian tunnels, retaining walls, and concrete box culverts.

Other than residential and commercial timber framed structures, Mr. Johnson has plan checked several tilt up warehouse buildings that range in size up to 2.3 million square feet. He has also plan checked numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to 6 stories in height.

DAREN RASKIN, PE

Plan Check Engineer

Education
California State Polytechnic University-Pomona
BS Engineering

Affiliations
ASCE (American Society of Civil Engineers)

Registrations
California Professional Engineer, CE#57577

ICC Plans Examiner

Experience
24 Years

Mr. Daren Raskin, a registered Civil Engineer in California, is a Plan Check Engineer for the Building and Safety Division. Daren has more than 23 years of experience in the construction and engineering field. He has more than 15 years design and plan check experience.

Mr. Raskin is also experienced in the design of various multi-story structures, shopping centers, commercial buildings, parking structures, and residential units. He has organized, scheduled, and supervised staff of engineers, draftsmen, and technicians. His expertise encompasses knowledge of all major building materials including cold-formed steel, structural steel, concrete and masonry, as well as the design of specialized systems of corrugated cold-formed shear walls, concrete shear walls, masonry shear walls, structural steel moment frames, braced frames and rigid diaphragm analysis.

Mr. Raskin's previous engineering experience includes the position of Project Engineer with a southern California engineering firm. In this capacity, he performed structural design, analysis and calculations for the repair of fire damaged buildings (residential and commercial), room additions and custom homes, and ensure structural drawings met design and code requirements.

AARON COWEN, PE

Plan Check Engineer

Education
California State University-Long Beach
BS Civil Engineering

Registrations
California Professional Engineer, CE#58878

ICC Plan Examiner

Experience
23 Years

Mr. Aaron Cowen, a registered Civil Engineer in California, is a Plan Check Engineer for the Building and Safety Division. Aaron has more than 23 years of experience in the engineering field including design, drafting and plan check experience.

Mr. Cowen's experience includes the design of wood structures, cantilevered concrete decks, thin-wall concrete shells, retaining walls, foundation systems, and design calculations.

Prior to joining Willdan, Mr. Cowen's previous engineering experience includes the position of Senior Engineer with a Southern California engineering firm. In this capacity, he was design lead on numerous projects; provided on-site field inspections; and was responsible for the management and administration of all engineering data and information.

Relevant Project Experience

PLAN CHECK

- City of Adelanto
- City of Big Bear
- City of Colton
- City of El Monte
- City of Grand Terrace
- City of Highland
- City of Loma Linda
- City of Moreno Valley
- City of Norco
- City of Ontario
- City of Orange
- City of Rialto
- City of Redlands
- City of Rosemead
- City of San Bernardino
- City of San Luis Obispo
- City of Tustin
- County of San Bernardino
- County of Orange
- University of California Irvine
- Irvine Community Housing Authority
- March Joint Powers Authority
- Morongo Band of Mission Indians

ARNE LOVNASETH, CASp, ARCHITECT

Plan Check Architect

Education
Cal Poly Pomona, Bachelor of Science, Bachelor of Architecture

Registrations
California Licensed Architect, #C18833
I.C.C. Plans Examiner #0877794-B3

OIC# 2737

Experience
26 Years

Mr. Arne Lovnaseth, a registered Architect in California, is a Plan Check Architect for Willdan's Building and Safety Division. He has 26 years' experience in the construction field specializing in design work and plans examining. As a 1983 and 2001 graduate of Cal Poly Pomona his primary focus has been on architectural design of lightweight commercial and residential structures. He has attended a number of code enforcement seminars and currently is compiling a NCARB record for certification nationwide. He has extensive experience in ADA compliance.

During his tenure with Willdan, Mr. Lovnaseth has provided Counter Plan Review services to the City of Redlands, City of South El Monte, and the March Joint Powers Authority, a redevelopment agency located at March Air Force Base.

Relevant Project Experience

Projects include single and multi-family homes, industrial buildings, commercial warehouses, restaurants, fitness centers, motels, medical facilities and numerous tenant improvements.

Mr. Lovnaseth's previous architectural and plan checking experience includes the position of Senior Plans Examiner for a large Inland Empire City for more than five years. In this capacity, he specialized in the plan checking of lightweight commercial, multi and single-family housing. He supervised a staff of 5 plans examiners and permit technicians, issuing over 3,000 building permits a year.

Prior experience includes project manager at John McInnes Architect in Laguna Beach for five years and job captain at Sumich Design in San Juan Capistrano for eight years.

DANA REED, CASp

Senior Plans Examiner/Deputy Building Official

Education
Riverside Community College
Construction Technology

Affiliations
International Conference of Building Officials
International Association of Electrical Inspectors
International Association of Plumbing and Mechanical Officials

Registration
Certified Access Specialist CASp-#287
FFPA Plan Check Certificate
DSA – Fire Life Safety Plans Examiner Certificate
ICC Certified Building Inspector, #37018
ICC Certified Plans Examiner, #75985
ICC Certified Combination Inspector, #99561
ICC Certified Electrical Inspector, #87340
ICC Certified Plumbing Inspector, #97093
ICC Certified Mechanical Inspector, #90760

Experience
32 Years

Mr. Dana Reed is a Senior Plans Examiner/Deputy Building Official for Engineering. He has more than 30 years of plan review, inspection and construction experience. His extensive experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, Electrical, and Fire Codes, as well as review of projects under ADA Title II, OSHPD, and Titles 19 & 25.

Mr. Reed's plan check projects include single and multi-family homes, industrial buildings, commercial warehouses, restaurants, fitness centers, motels, medical facilities, dialysis clinics, casinos and numerous tenant improvements.

Prior to joining Willdan, Mr. Reed served the County of Riverside as a plans examiner for the Building Department and as a building inspector for the Cities of Mission Viejo and Laguna Niguel. In this capacity, he reviewed plans for compliance with County ordinances and State requirements and codes; assisted with permit issuance at the public counter, and answered technical questions from design professionals and the general public.

BRIAN GUMPERT, CBO

Building Official/Sr. Plans Examiner

Education

Associate of Science in Construction Technology Riverside Community College

Associate of Science in Civil Engineering Riverside Community College

Registrations

ICC Building Official: Cert #5126657

ICC Plans Examiner Cert #5126657

ICC Building Inspector: Cert#5126657

IAPMO Plumbing Inspector: Cert#N98954

IAPMO Mechanical Inspector: Cert#N91180

Experience

10 Years

Mr. Brian Gumpert is a Willdan Engineering building official/senior plans examiner with 10 years of experience. Mr. Gumpert is experienced in plan check, reports, customer service, department management, building inspections, and building and municipal code enforcement.

Relevant Project Experience

Interwest Group, Huntington Beach, CA. Chief Building Official/Plan Reviewer/Building Inspector. Responsible for plan check, reports, customer service, department management, building inspections for the Cinty of Wildomar, building and municipal code enforcement.

The Willdan Group, San Bernardino, CA. Building Inspector. Responsible for plan check, daily building inspections as a contracted inspector for various municipalities throughout Southern California and independent inspections and reporting for buildings under March JPA lease.

City of Moreno Valley, CA, Building Department. Building Inspector II. Responsible for daily building inspections, data input recording, research, permit issuance, customer service, and plan review.

DAN CHUDY, CBO, CASp

Principal Project Manager/Building Official

Education

Brigham Young University
Bachelor of Science
Construction Management

University of Redlands
Masters of Business Administration

Century University
Doctorate in Public Administration

Certifications

ICC Building Official
ICC Plan Examiner
ICC Plumbing Inspector
ICC Combination Inspector
ICC Building Inspector
ICC Fire Inspector
ICC Mechanical Inspector
ICC Electrical Inspector
CalGreen Inspector
ICC Permit Technician
NACA Professional Code Administrator
LEED Accredited Professional
CASp Certified

Affiliations

International Code Council
ICC Citrus Belt Chapter
ICC CALBO Chapter

Experience

30 Years

Mr. Chudy has more than 30 years of municipal Building and Safety experience. He has extensive experience in managing engineering and technical staff and served as the Building Official/Assistant Building Official for plan check and inspection services. Dan has received a number of awards during his tenure in the Building and Safety field including Building Inspector of the Year, Building Official of the Year and a two-time recipient of the California Building Department of the Year Award.

Prior to joining Willdan, Mr. Chudy was the Building Official for the City of Riverside from 1990 to 2014. He was responsible for the day-to-day operations of the department and was responsible for 23 full-time employees.

Relevant Project Experience

City of Riverside

Building Official – Managed the Division of Building and Safety, supervising inspectors, plan checkers, permit technicians, as well as establishing policies and procedures. Also served as the Interim Community Development Director from 2011 to 2012.

City of Corona

Assistant Building Official – Assisted the Building Official in the administration of the Building and Safety Division, supervised various functions of Division staff (plan check, inspection, etc.). Assisted in developing training programs for staff.

City of Corona

Senior Building Inspector – Supervised and directed the activities of the plan check staff, inspection staff and permit counter technician staff. Provided training and code interpretations to Department staff.

Current Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	Lexington Insurance Company	19437
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Willdan Engineering
2401 East Katella Avenue
Suite 300
Anaheim CA 92806 USA

COVERAGES **CERTIFICATE NUMBER:** 570069105316 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			63073366586TIL17	11/09/2017	11/09/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE / A OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Employee Benefits Liability						MED EXP (Any one person)	$15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	X POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY			BA-7J365332-TIL-17	11/09/2017	11/09/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9J558819TIL17	11/09/2017	11/09/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	Archit&Eng Prof			028174912 SIR applies per policy terms & conditions	11/09/2017	11/09/2018	Aggregate Per Claim SIR	$2,000,000 $1,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Building and Safety inspection services. City of Beaumont, its directors, officials, officers, employees, agents and volunteers are included as Additional Insureds with respects to the General Liability and Automobile Liability policies; General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available, in accordance with the policy provisions. (San Bernardino) General Liability policy excludes claims arising out of the performance of professional services. Independent Contractors are included as respects to General Liability.

CERTIFICATE HOLDER

City of Beaumont
Attn: Rebecca Deming
550 E. 6th Street
Beaumont CA 92223 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : AIU

Certificate No : 570069105316

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CITY OF BEAUMONT

Sample Correction List – Tenant Improvement

COMMENT LETTER

Date	
Jurisdiction	
Plan Check/Permit Number	B1800290
Project Description	TENANT IMPROVEMENT
Site Address	
Review Number	**First**
Plans Examiner/Phone Number	Daren Raskin, P.E. / 909-963-0552

Occ. Group: S-2/B	**Occ. Load: 1136**	**Const. Type: III-B**	**Sprinkler: Yes**	**S.F.: 483,744**

These design documents have been reviewed to help ensure conformance with California Administrative Code, Title 24, primarily part 2, the California Building Code, 2016 Edition.

PLANS ARE REVIEWED FOR BUILDING CODES ONLY. CONTACT JURISDICTION FOR ADDITIONAL OUTSTANDING CLEARANCES.

Procedure for Resubmittal:

☐ Provide a written response to all plan check corrections.	☐ Identify all revisions made on the plans being resubmitted.
☐ Return the marked set with 2 corrected plans for recheck.	☐ Return plans/calculations marked "Check Set."

Electronic Submittal:

Willdan offers Electronic Plan Review. The electronic plan review service is user friendly, saves time on submitting plans, and reduces cost on shipping and plotting plans. If you are interested in signing up and submitting your plans electronically please send an email to ecope@willdan.com titled "Electronic Plan Review" stating that you are interested in submitting your plans electronically or call Estelle Cope in our Willdan Office at 909.963.0571. There is no additional cost on submitting your plans electronically. Note the final sets will have to be plotted, stamped and wet-signed once they are approved electronically.

NON-STRUCTURAL REVIEW COMMENTS:

1) Any comments specific to a sheet, page, detail, note or area are applicable throughout the project. Please address for all similar conditions.

2) (2-TI-A0.1) – Please list all deferred submittal items on cover page. It appears fire sprinklers will require modification for tenant improvement and building additions. Also, no plans, details or calcs were provided for I.M.P. (Insulated Metal Panels).

3) (2-TI-A0.1) - Provide load calculations justifying the required minimum number of plumbing fixtures in accordance with CPC Table 422.1. The total occupant load and occupancy classification shall be determined in accordance with CPC Occupant Load Factor Table A within Chapter 4 of the CPC. Subject to further review.

4) (2-TI-A0.3) – Please review dimensions in detail 1. Dimensions on lavatory, urinals and several dispensers are shown as 0" or 1" which are clearly erroneous.

COMMENT LETTER

5) (2-TI-A0.3, Det.11) - Tactile characters on signs shall be located 48 inches minimum above the finish floor, measured from the baseline of the lowest Braille cells and 60 inches maximum above the finish floor, measured from the baseline of the highest line of raised characters. (CBC 11B-703.4.1)

6) (2-TI-A2.2) – It appears most wall types in schedule have a placeholder for a reference (notes show "See X/X"). Keynote #17 is also incomplete. Please complete all references and provide details for construction of all non-bearing walls.

7) (2-TI-A2.2) – Please show compliance with disabled access requirements for locker room. A minimum of 5 percent of each type of locker are to be accessible with operable parts, coat hooks and shelving within reach ranges of 11B-308. Operable parts shall comply with 11B-309. Fully dimension path of travel to accessible lockers and show minimum turning space per 11B-304. (11B-205, 11B-222.1 & 11B-803)

8) (2-TI-A2.2) – Please clearly dimension minimum 60" clear width for disabled access toilet compartments. (11B-604.8)

9) Provide an exiting plan for the improved building, the exiting plan shall include, but not limited to the following:
   a) Identify the means of egress from any occupied point in the building to an exit.
   b) Means of egress doors must swing in the direction of egress travel for occupant loads exceeding 50. Exit doors through vestibules (B/2-TI-A2.5) of 0 deg. area do not appear to comply. (CBC Sec. 1010.1.2.1)
   c) Provide exit signs at required exits and where necessary to direct the path of egress when two exits are required. No point shall be more than 100' from the nearest visible exit sign.
   d) The means of egress, including the exit discharge, shall be illuminated at all times when the building spaced served by the means of egress is occupied. All illuminated areas shall be identified on the drawing plans per CBC Section 1008.3.
   e) Indicate travel distances in compliance with CBC Section 1018.
   f) Calculate and dimension egress widths in compliance with CBC Section 1005. See CBC Chapter 11B, Division 4 for Corridor and hallway widths.
   g) Provide occupant load calculations for each area per CBC Table 1004.1.2

10) (2-TI-A3.1) – Please complete all references within plans. Several keynotes have erroneous references.

11) (2-TI-A5.1) – Please include door hardware schedule and/or minimum door hardware requirements to comply with 11B-404 and Chapter 10 for items provided by others. It appears door notes cover most requirements except hardware heights per 11B-404.2.7 and smooth finish for bottom 10-inches per 11B-404.2.10. Also, all references to codes refer to an older code. Please review and revise as necessary. Additional comments may apply.

12) (2-TI-A5.1) – Doors with closers shall be adjusted to so that from an open position of 90 degrees, the time required to move the door to a position of 12 degrees from the latch is 5 seconds minimum. Please revise door note #17. (11B-404.2.8)

13) (2-TI-A5.3 & 2-TI-A5.4) – Grab bars serving accessible water closets shall be 33" min. to 36" max. above the finished floor measured to the top of the bar. Provide dimension range on the restroom elevations. Due to code requirement listed as a range, there is no tolerance for grab bar placed below the 33-inch height dimensioned on plan per 11B-104.1. (CBC 11B-604.5, 11B-609.4)

COMMENT LETTER

14) (E-1.0) – Please update code reference under single line diagram general note #16 from 2011 NEC to 2014 NEC.

15) (E-1.0) – Panel schedule for panel 2APA shown in single line diagram could not be found. Please review and revise as necessary.

16) (E-2.0) – Please update code reference under general note #1 to 2016 CEC. Update all references throughout the project to current code(s), tables and sections.

17) (E-2.0) – Exit signs could not be identified. Please coordinate with architect and provide exit signs per CBC Section 1013.

18) (E-4.0) – Please provide panel schedule for panel 1PH and show in single line diagram. Also, conductors and conduits from battery chargers appear to run to 1LH panel. This panel location could not be found on plans, in single line diagram or panel schedules.

19) (Refrigeration) – Refrigeration plans to be stamped and signed by a design professional licensed in California. Or by a licensed mechanical contractor.

20) (R-1.1) – Please identify emergency shut-off in accordance with CMC Section 1108.3.

21) (R-1.4) – Please provide calculations for ventilation of refrigeration machine room per CMC Section 1107.

22) (R-1.5 & R-1.6) – Please identify the refrigeration capacity for each piece of equipment for sizing of minimum condensate pipe diameter per CMC Section 310.3. Provide sums of refrigeration capacity for all equipment tributary to each condensate line. Identify and consider slope of condensate lines. Clearly identify location and details for condensate line(s) points of discharge per 310.5 and cleanouts per 310.3.1. (CMC 1105.7)

23) (P3.0) – Domestic water piping does not appear to be provided to all urinals and water closets. Please review and revise as necessary.

24) (P3.1) – Water closet designations on domestic water isometric diagram does not match plan. Please review and revise as necessary.

25) (Refrigeration) – Please identify and show compliance with stop valves per CMC Section 1110.2.

26) (Refrigeration) – Please show compliance with CMC Section 1112.10 for discharge of pressure-relief devices. It is unclear if discharge occurs inside or outside of building.

27) Plumbing plans do not appear to show locations for condensate drains coordinated with refrigeration plan sheets R-1.5 and R-1.6. Please review and revise as necessary.

STRUCTURAL REVIEW COMMENTS:

1) Any comments specific to a sheet, page, detail, note or area are applicable throughout the project. Please address for all similar conditions.

2) Please provide copy of soils report for reference.

3) Please provide specifications including strength for rigid insulation placed under slab to ensure slab can support future loads. Plans currently note for rack engineer to verify adequacy of new slab. It would appear rigid insulation strength would be required by rack engineer.

COMMENT LETTER

4) (2-S1.1) – Detail callout R/1-SD2 along line 1 appears to be incorrect. Sheet 1-SD2 was not found and R/2-SD2 does not appear applicable.

5) (2-S1.1) – Please provide calculations for in-plane shear transfer from existing tilt walls into new slab system.

6) (2-S1.3) – Elevation reference F/2-SD5 along line H does not appear to be correct. Detail is showing masonry but location appears to be an elevation at existing tilt-wall. Please review and revise as necessary.

7) (2-S1.5) – Elevation callout G/S-SD5 along line A does not appear to be correct. Detail shows a concrete ramp wall. Please review and revise as necessary.

8) (2-S2.0) – Please provide calculations and details for retrofit of purlins and girders. Or list retrofit as a deferred submittal item and provide any special requirements for retrofit engineer. Unlike a standard open-web steel joist design where the design is performed by the E.O.R. and then shop drawings are provided by the truss manufacturer, the retrofit plans, details and calculations will be required to be stamped and signed by the engineer responsible for the retrofit design. The E.O.R. will then be required to review submittal for general conformance with overall design.

9) (2-S2.7) – Noted scale does not match plan. Please review and revise as necessary.

10) (2-S2.7) – Please provide calculations to justify 2" separation distance between new CMU walls and existing exterior tilt walls. It appears from tilt-wall calculations that tilt wall deflection exceeds 2" without consideration of building drift.

11) (A/2-SD3) – Please provide calculations and specify required anchorage of all equipment in excess of 400 lbs. Detail references anchorage per tank manufacturer. If anchorage is not included in this submittal, list as a deferred submittal item.

12) (B/2-SD3) – Anchors information references detail D/SD2. Detail D/SD2 is for slab step. Please review and revise as necessary. Also, provide calculation to justify seismic anchorage.

13) (N/2-SD6) – Reference to detail F/2-SD3 for curb information is incorrect. Detail F/2-SD3 is blank. Please review and revise as necessary.

14) (G/2-SD6) – Please provide calculations for reinforcing new tilt-wall openings.

15) (Calcs W-99 of 100) – It appears this calculation for slab dowels at deep panels corresponds with detail D/2-SD6, section 1A. Calcs call for #4 dowels @ 12" o/c. Plans call for #4 dowels @ 18" o/c. Please coordinate.

16) (Calcs E-2 of 101) – Please clarify use of engine room roof. Sheet S-2.7 identifies plan as floor framing plan and calcs use a live load of 125 psf. If this is a storage load, seismic design shall incorporate 25% of live load per ASCE 7-10 Section 12.7.2.

17) (Calcs E-7 of 101) – Beam "CRB-5" design calls for 32 welded studs. Plans specify 31. Please review and revise if necessary.

18) (Calcs E-9 of 101) – Beam "CRB-6" design calls for 32 welded studs and 3/4" camber. Plans specify 31 studs and no camber. Please review and revise if necessary. Review for all beams.

19) (Calcs E-27 to E-30) – Beams "CRG-1" & "CRG-2" welded studs do not appear to coordinate with plans. Also, please clarify "NG-upsize beam" result for pre-composite section on page E-27. Please review and revise as necessary.

COMMENT LETTER

20) (Calcs E-71 & E-72) – Please clarify what shearwall footing this calculation is for and how loading was obtained.

21) Please provide calculations and details for anchorage of evaporative condensers on machine room roof.

Note: In order for a complete plan check to be conducted, the calculations and the drawing plans marked "Check-Set" shall be returned, and a detailed written response should be provided for all comments. (Notes on "Check-Set" have been transposed onto this list). Specify the page number within the calculations to where the comment has been addressed and the sheet number in the plans to where the changes have occurred for the addressed comment. Cloud and delta any changes to the plans. Additional comments may apply.

CITY OF BEAUMONT

Sample Correction List – New Single-Family Residence

COMMENT LETTER

Date	
Jurisdiction	
Plan Check/Permit Number	B18-00235
Project Description	New single family
Site Address	
Review Number	1
Plans Examiner/Phone Number	Arne Lovnaseth, R.A., CASp, 909-963-0556

Occ. Group :R-3	**Occ. Load:**	**Const. Type: VB**	**Sprinkler: REQUIRED****	**S.F.: 1,387 R-3, 430 U, 63 Porch**

These design documents have been reviewed to help ensure conformance with California Administrative Code, Title 24, primarily part 2, the California Building Code, 2016 Edition.

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NON-STRUCTURAL REVIEW COMMENTS:

1) Provide matching address on plans per permit application.

2) Identify the required fire sprinklers under deferred submittals.

3) Identify site drainage/ grading under separate permit on cover sheet.

4) Dimension locations of all window openings; example given; kitchen window.

5) Windows within 24" of a vertical edge of a door require safety glazing. Demonstrate compliance at kitchen window.

6) The energy modeling does not reflect plans, examples given;

   a) Could not correlate fenestration orientation quantities with plans, verify coordination of azimuths; e.g.; east has 68 sq. ft. of door & windows at pg. 3 & RMS-1, verify all.

COMMENT LETTER

b) Re-register AND reprint within plans the modeling prior to resubmittal.

c) Verify all inputs match between plans and calculations. Modeling fully reviewed at resubmittal.

7) Provide attic ventilation calculations within the plans in accordance with R 806.

8) Slab base does not meet CGBSC 4.505.2.1.

9) Provide ALL the required Residential Mandatory Measures within the plans.

a) 4.410.1, Operations & Maintenance manual.

b) 4.504.1, Covering of duct openings & HVAC protection.

c) 4.506.1, Bath exhaust fans.

d) Document is viewable at Ca. Bldg. Stds. Comm. Website.

STRUCTURAL REVIEW COMMENTS:

1) Provide a soil report not more than 12 months old for subject site, identified at cover sheet of plans.

2) Provide geotechnical engineer foundation review letter.

3) Verify all soil report recommendations are incorporated within the plans.

4) Provide Climatic & Geographic Design Data per R & T-R301.2 (1) on the cover sheet.

5) Clarify detail referencing such as 1/S-3 at framing plan, verify all.

6) Portions of the design do not meet conventional construction, requiring engineering by a California licensed engineer or architect. Examples given;

a) Holdowns at Method PFH requires two holdowns capable of 3,500 lb. uplift. Specified model does not meet the capacity requirement for SDC D per manufacturer.

b) 2 x 6 DF-L #2 roof rafters at 16" o.c. spanning 17 feet does not meet T-R802.5.1 due to the 9 PSF dead load of roof tiles only, not taking into account roof diaphragm, underlayment and insulation proposed at rafters.

c) Rafter/ ceiling joist heel joint connections do not meet T R802.5.1(9).

d) Ceiling joist design does not meet T R 802.4(2).

e) The garage door header does not meet T R602.7(1).

f) Demonstrate with calculations that braced wall panels/ lines meet the seismic adjustment factors of SDC D2 of T R602.10.3(4) at living/ kitchen. See R602.10.6.5.1.

Note: In order for a complete plan check to be conducted, the calculations and the drawing plans marked "Check-Set" shall be returned, and a detailed written response should be provided for all comments. (Notes on "Check-Set" have been transposed onto this list). Specify the page number within the calculations to where the comment has been addressed and the sheet number in the plans to where the changes have occurred for the addressed comment. Cloud and delta any changes to the plans. Additional comments may apply.

EXHIBIT "B"

RFP

Website:
www.ci.beaumont.ca.us

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposals for Building & Safety Plan Check Services

Proposals Due By:
12:00 pm
April 4, 2018

Contact:
Rebecca Deming
Community Development Director
rdeming@ci.beaumont.ca.us
951-769-8518

RFP Available Online:
www.publicpurchase.com

Introduction

The City of Beaumont ("City") Community Development Department requests written responses to a Request for Proposal (RFP) for selection of a qualified firm ("Consultant") to provide Building & Safety Plan Check Services on behalf of the City's Building & Safety Department.

The Consultant will be responsible for Building Plan review of structural, electrical, plumbing, mechanical, and disabled access. The City adopted and enforces the current California Building Codes with additional Municipal Code requirements for plan review of permitted residential and non-residential projects. The City is seeking qualified firms for enforcement of said codes.

The successful Consultant will have demonstrated expertise in plan review, turnaround time, and accurate corrections based on the current adopted codes.

Background

Founded at the turn of the 20th century, Beaumont is proud of its rich history and rural charm. The town served as a welcome "stopping-off point" for early travelers making their way from the Mohave desert to Los Angeles, and later for L.A. residents eager to vacation in Palm Springs. Some, however, set down roots, drawn by the beautiful mountain vistas; clean, crisp air; and the abundance of cherry and apple orchards. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

Beaumont provides the very best of rustic, rural beauty and charm, combined with the planned growth, abundant recreational opportunities, and rich community life offered by the finest Southern California cities. The progressive city of over 45,000 people, sits at 2,612 feet in elevation between Riverside and Palm Springs in the Inland Empire. The city contains 16 city parks, including a 20-acre sports park and a municipal pool, as well as an extensive trails system. The Beaumont School District, with 10 schools, has an outstanding reputation, and it ranks highly in the Pass Area. The city is rounded out with various local service clubs, a new state of the art community recreation center, a library, two four-star golf courses, and multiple churches.

The City interacts with numerous other government agencies, including but not limited to the California Department of Parks and Recreation, the California Department of Transportation, the County of Riverside, and the Santa Ana Regional Water Quality Control Board.

The City Government

The Beaumont City Council is comprised of five Council members, each sharing equal voting powers on all items coming before the Council. Council members are elected to at-large

positions for four-year terms, with elections held in November of even-numbered years. The City Council meets annually to select one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one year but no more than two consecutive years.

The City Council provides legislative and policy direction to the City Manager, who implements their decisions to direct the activities of the City. The City Council responds to issues and concerns of the community by allocating resources, developing policies, and formulating strategies that support the vitality and economic viability of the City. All of their decisions must be made at public meetings.

The City Council appoints the City Manager and City Attorney and members of all advisory boards, commissions, and committees. The City Council also serves as the Board of Directors for the Beaumont Financing Authority, Beaumont Utility Authority, Beaumont Conservation Authority, and Beaumont Successor Agency.

Scope of Services

Consultant shall provide services as described in this Scope of Services and the manner in which they are performed will be in accordance with specific requirements of the City's Building Official.

1. Review Plans for compliance with applicable model codes
2. Review plans for compliance with any state or locally mandated regulations for energy conservation and disabled access.
3. Preparation of written corrections submitted to the City and applicant.
4. Recheck and approval of the final plans after all corrections have been incorporated in the plans.
5. Submittal of approved plans and supporting documents to the City.
6. Additional staffing services when so assigned or requested by the City's Building Official.

Building Plan Review

Perform both structural and non-structural plan review of residential, industrial, and commercial buildings for compliance to all local ordinances and state code amendments that pertain to local enforcement of building and safety, and for compliance to the adopted California Building Code, Plumbing and Mechanical Code, and Electrical Code. The scope of review may be subject to the direction of the City's Building Official.

State Energy Regulations

Provide energy calculation review in accordance with the energy law requirements. Consultant will incorporate the proper documents in the plans for use by both the inspector and the builder, facilitating improved field regulations and quality of end product.

State Noise Ordinance

Provide checking to see that both interior (and exterior, when so directed by the City) noise intrusion are properly addressed by the designer and that the necessary assemblies provide the required degree of sound attenuation in accordance with State law. If noise contour maps are submitted, plan check as to whether or not the buildings are subject to such regulations.

Federal Flood Plain Regulations

The applicability of federal flood plain regulations shall be checked and addressed during the plan review stage. This alerts the developer at the earliest possible time in order for advance planning.

Soils Engineering

Respond to the critical nature of proper building pad and site design as they apply to proposed structures by anticipating potential problems and addressing them at the plan review stage. Consultant will review soils reports and verify implementation of their design recommendations and parameters into structural design of the building as part of the building plan review. When subject to Flood Plain or Liquefaction Zone criteria, consultant will review for such compliance when so directed by the City's Building Official.

Certified Access Specialist

Consultant shall provide CASp certified plan check services including Disabled Access Regulations in Chapter 11-B and Multi-Family Disabled Access Regulations in Chapter 11-A as required under Senate Bill 1608. Consultant must have a CASP certified staff member to perform these portions of the plan checks. Consultant will be required to interpret and enforce state law and review requests for "Unreasonable Hardship" applications and recommend action should the City so desire.

General Assistance

Consultant will aid the City with general information and departmental assistance when needed in addition to providing plan check review services.

The selected consulting firm must be prepared to effectively address the following:

A. Assist City staff in managing the plan check services for residential and non-residential projects, regular interface with City staff and other City consultants, and attendance at meetings as necessary when work is in progress.

B. Communicate, cooperate and team with City staff and other City consultants as necessary.

C. Demonstrate the depth and breadth of the firm to provide a full range of plan check services capable of meeting the needs of any given private development or City initiated project.

D. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

1. Subconsultants may be utilized as necessary. The City must approve all subconsultants and does not permit the use of subconsultants that have not been approved by the City.

Tentative Timeline

TIMELINE	DATE
Request for Proposals Released	March 2, 2018
Last Day to Submit Questions for Clarification	March 14, 2018 @ 5:00 pm
City's Responses to Questions Due to Vendors	March 21, 2018
Deadline for Submission of Proposals	April 4, 2018 @ 12:00 pm
Consultant Interviews	Week of April 30, 2018
City Council to Award Agreement	June 5, 2018 Council Meeting

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit A).

Proposal Format

Firms are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise and provide "layman" explanations of technical terms that are used.

Proposals must be presented in a format and order that corresponds to the numbering and lettering contained herein with minimal reference to supporting documentation so that proposals can be accurately compared. All proposals shall include the following:

A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall

include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, email, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).

C. The Firm's Approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks. Include a copy of firms residential and non-residential plan check correction lists.

D. Firm Profile: Provide a description of the firm, including number of professional personnel, taxpayer identification number, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.

E. Location of principal office that will be responsible for the implementation of this contract.

F. Resume of the Lead Consultant.

G. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.

H. References: Three (3) to five (5) references for similar services within the last three (3) years, which include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.

I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.

J. Cost: Cost proposal (including hourly rate) shall be submitted. As part of your proposal, provide both a percentage of the plan check fee collected and an hourly rate for all other plan checks. Please include hourly rates for additional staffing services if available.

K. Term: The firm shall propose their requested Contract Term period for review by the City in the proposal. The City reserves the right to amend the proposed term prior to the award of contract.

L. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice. Please include your firm's success in securing funding as well as other meaningful outcomes related to the proposed scope of services.

M. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

Six (6) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 12:00pm, Wednesday, April 4, 2018. Postmarks and faxes are not acceptable. Proposal must be titled "RFP for Building Plan Check Services." Proposals and questions regarding this RFP shall be directed in writing to:

Rebecca Deming
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 25 pages (not including resumes),

using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

***DUE DATE FOR QUESTIONS IS Wednesday, March 14, 2018, AT 5:00pm.**

All questions shall be submitted on PublicPurchase.com. Answers will be posted on the same website to allow all users to review the City's responses to all questions within one week of the question due date.

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any entity submitting a proposal, extend deadlines, and/or request additional information. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for one year, with extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City's needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	5
Demonstrated Professional Skill and Credentials	5
Related Experience	20
Quality of Proposal	10
Approach to Performing this Type of Service	10
Familiarity with City, County, and State Procedures	10
References/Satisfaction of previous clients	20
Costs of Services	20
Total	**100**

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City's adopted procedures. The City reserves the right to reject any and all proposals.

Exhibits

A. Sample Professional Services Agreement

AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Amendment") effective as of February 2, 2021 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY") and Fazekas & Associates, Inc. ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR wish to extend the term of the Agreement.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate after July 1, 2022 extended by the parties with the approval of the City Council of the CITY.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

CONTRACTOR:

Fazekas & Associates, Inc.

By: _____

Print Name: Scott R. Fazekas

Title: President

C18-51.1

AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Amendment") effective as of February 2, 2021 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY") and Willdan Engineering ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR wish to extend the term of the Agreement.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate on July 1, 2022 unless extended by the parties with the approval of the City Council of the CITY.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:

CITY OF BEAUMONT

By: _____

Todd Parton, City Manager

CONTRACTOR:

Willdan Engineering

By: _____

Print Name: Patrick Johnson

Title: Director - Building and Safety

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Amendment") effective as of May ____, 2022 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY") and Fazekas & Associates, Inc. ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR extended the term of the Agreement by that certain Amendment to Agreement for Professional Services dated February 2, 2021.

C. CITY and CONTRACTOR wish to further extend the term of the Agreement, as amended.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate after July 1, 2023.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:

CITY OF BEAUMONT

By: _____
Elizabeth Gibbs, Interim City Manager

CONTRACTOR:

Fazekas & Associates, Inc.

By: _____

Print Name: _____

Title: _____

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Amendment") effective as of May __, 2022 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY") and Willdan Engineering ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR extended the term of the Agreement by that certain AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated February 2, 2021.

C. CITY and CONTRACTOR wish to further extend the term of the Agreement, as amended.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate on July 1, 2023.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:	**CONTRACTOR:**
CITY OF BEAUMONT	Willdan Engineering
By: _____	By: _____
Elizabeth Gibbs, Interim City Manager	Print Name: _____
	Title: _____

Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE May 3, 2022

SUBJECT: **Second Amendment to the Professional Service Agreements with Chambers Group, Inc. and PlaceWorks, Inc. for On-Call Environmental Services for the Final One-Year Extension through July 1, 2023**

Background and Analysis:

On April 13, 2018, the City released a Request for Proposals (RFP) for on-call environmental services. The City received fifteen (15) proposals from professional firms to provide the requested services. City staff interviewed the top three (3) ranked firms and of those firms, two (2) were selected for recommendation of contract.

On July 17, 2018, City Council awarded professional service agreements to Chambers Group, Inc. and to PlaceWorks, Inc. for on-call environmental services. The agreements provided for an initial three (3) year term with two optional, one-year amendments.

Beaumont Municipal Code Chapter 3.02.070 Terms of Professional Services states "The term of any professional services contract awarded shall be a maximum of five years." This chapter also states, "Extension of a contract beyond the initial term shall be approved by four-fifth vote of the City Council." On February 16, 2021, the first amendment to the professional service agreements were approved by the City Council extending the contract through July 1, 2022. The second and last extension for these agreements is before City Council for consideration and if approved will allow for service to be provided through July 1, 2023. A new RFP will be required for these services in 2023.

The consultants have professional planners with a wide range of expertise in both planning and environmental fields which enable Planning Department staff to keep projects moving in a timely manner. The one-year extension for each agreement will

allow the City to continue maintaining the timeliness of CEQA review and project processing.

Fiscal Impact:

The contracts are funded through fees paid by applicants as part of the project review process. The City retains a 20% administrative fee.

Recommended Action:

Approve the final one-year extensions of the professional service agreements with Chambers Group, Inc. and PlaceWorks, Inc. for on-call environmental services.

Attachments:

A. Original Contract with Chambers Group, Inc.
B. Original Contract with PlaceWorks, Inc.
C. First Amendment to the Professional Services Agreement with Chambers Group, Inc.
D. First Amendment to the Professional Services Agreement with PlaceWorks, Inc.
E. Second Amendment to the Professional Services Agreement with Chambers Group, Inc.
F. Second Amendment to the Professional Services Agreement with PlaceWorks, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 17th day of July, 2018, by and between the CITY OF BEAUMONT ("CITY"), a general law city, whose address is 550 E. 6th Street, Beaumont, California 92223 and Chambers Group Inc, whose address is 9620 Chesapeake Drive, Suite 202, San Diego, CA 92123 ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. On April 13, 2018, the City publicized a Request for Proposals ("RFP") for certain professional services, a copy of which is attached hereto as Exhibit "A":

B. CONTRACTOR has submitted a Proposal in response to the RFPs, a copy of which is attached hereto as Exhibit "B";

C. CITY duly selected the Proposal in response to the RFP and desires to engage CONTRACTOR to provide the services, as further described in the RFP;

D. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties in a written amendment to this Agreement with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: On-Call environmental services provided for in the RFP and Propossal. . All Services shall be performed in the manner and according to the timeframe set forth in the RFP and Proposal. CONTRACTOR designates Corinne Lytle-Bonine as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors

and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed amount to be determined as needed without approval by the City Council of CITY.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized in this Agreement unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or the RFP, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement and the RFP shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the

Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required ___; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold

harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers'

compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in

writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either

directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Mayor

CONTRACTOR:

_____

By: Chambers Group, Inc

Print Name: Mike McEntee

Title: Executive Vice President of Technical Services and Managing Principal

EXHIBIT "A"

Request for Proposals

CHAMBERS GROUP

REQUEST FOR PROPOSAL FOR: ON- CALL ENVIRONMENTAL SERVICES

AN EMPLOYEE-OWNED COMPANY
ESOP
CGI

CA DGS CERTIFIED
SBE
CGI

CPUC CERTIFIED
WMBE
CGI

CITY OF BEAUMONT

ATTENTION:
REBECCA DEMING
COMMUNITY DEVELOPMENT DIRECTOR

MAY 23, 2018

Table of Contents

Page

A. Cover Letter 1
B. Introduction/Information 3
C. Firm's Approach 3
D. Firm Profile 4
E. Location 5
F. Resume of Lead Consultant 6
G. Key Personnel 8
H. References 11
I. Scope of Services 15
J. Cost 21
K. Any Other Information 23
L. Professional Liability Insurance 23
Appendix – Key Resumes

May 21, 2018

A. Cover Letter

Rebecca Deming
Director of Planning
City of Beaumont
550 E. Sixth Street
Beaumont, CA 92223

SUBJECT: Proposal to Provide On-Call Environmental Consulting Services

Dear Ms. Deming:

The City of Beaumont's (City) growth and continued transportation improvements since its incorporation in 1912 have molded the City to become an exceptional location for new development and expansion opportunities. With accessibility to a main interstate highway (I-10), air and rail travel, and proximity to recreational areas, the City expects an influx of growth and development in the coming years. The City requires on-call environmental consulting services from a qualified consultant who understands not just the stringent environmental regulatory and approval process associated with its projects, but one that will also meet or exceed high expectations—a firm that offers speed of response, local history, regulatory expertise, customer service, and an extreme degree of flexibility. Chambers Group is that firm.

For nearly 40 years Chambers Group's focus has been helping public government agencies keep their projects in compliance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and other environmental impact regulations related to natural and cultural resources. In fact, in the last 10 years, we've held over 200 on-call contracts with public agencies. Drawing from this experience and from the firm's proven and streamlined on-call project management process, Chambers Group is prepared to provide the City with on-call environmental consulting services.

Chambers Group is excited to continue to provide CEQA and environmental compliance support services to the City including:

- Peer review of Applicant-prepared CEQA document and technical studies
- Peer review of City-prepared CEQA document and technical studies
- On-call advisory services for applicability of CEQA review and recommendations for appropriate CEQA compliance
- Notification and consultation with Native American Tribes in compliance with Assembly Bill 52 (AB 52) and Senate Bill 18 (SB 18)
- Attendance and presentation at Planning Commission and/or City Council meetings
- Providing suggestions to streamline City review and processing of applications

- Review of CEQA documents prepared by surrounding jurisdictions for adequacy of analysis and issues important to the City

The Chambers Group team is structured in such a way that is efficient and effective for on-call contracts. The team will be led by Corinne Lytle Bonine, PMP as Project Manager. She will also serve as the primary point-of-contact and will proactively collaborate with the City. Supporting her will be Eunice Bagwan as Deputy Project Manager who will provide project management assistance and subconsultant coordination; Saraiah Skidmore as the Biological Resources Task Manager; Ryan Glenn, RPA Cultural Resources Task Manager; Paul Morrissey as the Biological Services Lead; and Derrick Coleman for hydrology and water quality. Our subconsultants include Vista Environmental for air quality, climate change/global warming, and noise; Haley + Aldrich for geology, soils, and mineral resources; and Transpo Group for traffic/transportation.

With this letter, Chambers Group certifies under perjury that the firm complies with state and federal non-discrimination requirements. I have the authority to negotiate and contractually bind Chambers Group to the City of Beaumont: Mike McEntee, Chief Operating Officer, 5 Hutton Centre Drive, Suite 750, Santa Ana, CA 92707, mmcentee@chambersgroupinc.com, 949.261.5414.

We graciously appreciate the opportunity to continue our relationship with the City of Beaumont and look forward to assisting the City reach its goals. For any questions, clarifications, or to further discuss our team capabilities and approach, you may reach Corinne at clytle-bonine@chambersgroupinc.com,909.335.7068 extension 7100, or on her mobile at 619-241-1225.

CHAMBERS GROUP, INC.

Mike McEntee
Chief Operating Officer

B. Introduction/Information

Chambers Group submits this proposal to the City of Beaumont (City) to provide On-Call Environmental Consulting Services. Drawing from our experience of having managed 200 on-call contracts in the last 10 years, we are confident in our ability to apply our streamlined on-call project management process along with our quality client service and collaborative team-work approach to provide the City with the highest standard of environmental documents. We are excited at the opportunity to leverage the work we have done with the City of Beaumont and look forward to continuing to provide streamlined CEQA review for important development projects within the City.

Understanding

Chambers Group understands that the City is in need of a qualified consultant to provide on-call environmental services. In accordance with California State Laws and regulations, the City requires the implementation of the California Environmental Quality Act (CEQA). The contracted consultant will be responsible for the preparation of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. The contracted consultant is also expected to attend public meetings, regularly interface and communicate with City staff and other City consultants, and attend regularly scheduled coordination meetings, as necessary, when work is in progress. We also understand we will provide services to augment City staff as it relates to CEQA, including review of submitted documents for private developments and assisting with the AB 52 consultation process. Under the direction of the City's Community Development Director, we will serve as a coordinator and will provide the range of expertise necessary to carry out the normal functions of CEQA.

C. Firm's Approach

To accomplish the objectives of the scope of services, we will apply our streamlined on-call project management process, client service standards, and collaborative team-work approach. Upon a Task Order approval and work authorization, Chambers Group will initiate a project kick-off meeting to achieve the following:

- Establish communication and reporting protocols
- Discuss staff roles, responsibilities, and expectations
- Gather project description information and all associated pertinent data including schedule and budget
- Address any project concerns or issues

The next steps are listed below to briefly demonstrate the typical work flow during the preparation of a CEQA/NEPA environmental document:

1. Finalize Project Description
2. Review/Scope Potential Significant Issues
3. Attend Formal Scoping Meeting (when required)

4. Prepare Draft CEQA/NEPA Document and Notices and Conduct/Manage Technical Studies
5. Attend Public Hearing on Draft CEQA/NEPA Document
6. Review/Respond to Public Comments on Draft CEQA/NEPA Document
7. Prepare Final CEQA/NEPA Document and Notices

Chambers Group is available to provide support during all stages of CEQA document development and would look to further our approach that engaging early in the process will help shape the scope of the analysis provided and prevent timely and costly re-work during the later stages of project development. Our quality control and assurance (QA/QC) protocol is integrated throughout the life cycle of the document preparation process. Our objectives are to prepare the necessary environmental document, circulate it, respond to comments, and prepare a final document for circulation and certification.

D. Firm Profile

Founded nearly 40 years ago in 1979, Chambers Group is guided by the principles of the NEPA, CEQA, Clean Water Act, Endangered Species Act, Migratory Bird Treaty Act, National Historic Preservation Act, Archaeological Resource Protection Act, and the Native American Graves Protection and Repatriation Act. Our knowledge and expertise in these areas enable us to interpret and advise clients on complex federal, state, and local environmental regulations and legislation. Chambers Group has held on-call contracts with public agencies in the Inland Empire including, but not limited to, the counties of Riverside and San Bernardino and the cities of Beaumont, Palm Springs, Riverside, Palm Springs, Indio, San Bernardino, Redlands, Yucaipa, and Fontana.

Number of Professionals	80	**Years in Business**	39
Office Locations	Santa Ana, Glendale, San Diego, El Centro		
Organizational Structure	ESOP; S Corporation		
Areas of Particular Expertise	CEQA/NEPA environmental planning and compliance; regulatory permitting and coordination; technical studies for aquatic, biological, and cultural resources; mitigation planning and monitoring; California landscape and habitat restoration; and GIS.		

Contact Information

As the Managing Environmental Planner at Chambers Group, Corinne Lytle Bonine will serve as the Project Manager and Primary Point of Contact for the City. Corinne has over 12 years of experience managing the preparation of CEQA and NEPA environmental documents for large- and small-scale private development projects. Her contact information is below. She is available to be contacted by the City anytime via email, office and cell phones, and text messages.

E. Location of principal office for this contract

Our San Diego office will serve as the principal office responsible for implementation of a contract with the City. Our project team is readily available to come into your office whenever it is needed.

Firm Name	Chambers Group
Mailing Address	9620 Chesapeake Drive, Suite 202, San Diego, CA 92123
Phone Numbers	t | 858.541.2800 x7100 f | 866.261.3100 m | 619.241.1225
Name of Contact	Corinne Lytle Bonine
Email Address	Clytle-bonine@chambersgroupinc.com

Proposed Subconsultants

To enrich the quality of environmental documents, Chambers Group will utilize subconsultants to complete a variety of technical studies. These firms were carefully chosen based on qualifications, expertise and knowledge, and relevant experience.

Subconsultant Name	Technical Role
Vista Environmental	Air Quality, Climate Change/Global Warming, Noise
Haley + Aldrich	Hydrology and Water Quality, Geology and Soils, Mineral Resources, Hazards and Hazardous Materials
Transpo Group	Transportation/Traffic

Through our experience providing On-Call Environmental Services to the City, Vista Environmental will continue to serve as our key subconsultant. In many instances, the analysis provided for hydrology and water quality, geology and soils, mineral resources, hazards and hazardous materials, and transportation/traffic can be reviewed in-house at Chambers Group by our environmental planning team. However, if projects arise requiring a highly-technical team to review these issue areas, we will engage our subconsultants, Haley + Aldrich and Transpo Group, who after years of teaming together, integrate with our project team seamlessly as extensions of Chambers Group staff.

F. Resume of Lead Consultant

Corinne Lytle Bonine, PMP

Project Manager / Senior Environmental Planner

EDUCATION

BA, Environmental Studies, UC Santa Barbara, 2007, (with honors)

CERTIFICATIONS

Project Management Professional, #2005796

AFFILIATIONS

Technical Advisory Committee, San Diego County Comprehensive Renewable Energy plan, 2014 – present
Honorable Mention - San Diego Business Journal 2013 Emerging Generation: 25 in their 20's, 2013
Outstanding Performance and Excellence, Junior Professional, 2009
Association of Environmental Professionals, San Diego Chapter President, 2014 – present
Association of Environmental Professionals, San Diego Chapter Vice President of Programs, 2012 – 2013
Association of Environmental Professionals Annual Awards Event Committee Chair, 2010 - 2012
Technical Advisory Committee for County of San Diego's Comprehensive Renewable Energy Plan
Women of Wind Energy

PROFESSIONAL EXPERIENCE

Corinne Lytle Bonine is the Managing Environmental Planner at Chambers Group, as well as a Senior Project Manager with over 12 years of experience. She has managed an array of CEQA and NEPA projects in addition to having led the preparation of the following NEPA and CEQA compliant documents: Environmental Impact Statements, Environmental Impact Reports, Applications for Certification to the California Energy Commission, Environmental Assessments, and Initial Studies / Mitigated Negative Declarations.

Both an accomplished team leader and field agent, Corinne has served as the visual resources and land use specialist on more than 75 projects. Her permitting projects include, but are not limited to Endangered Species Act Sections 7 and 10 consultations, USACE Individual Permits, and Section 106 consultations. She has managed environmental constraints analyses, fatal flaw analyses and technical reports. Her experience includes supervisory roles in general environmental projects, large-scale environmental compliance projects, as well as in visual resources and land use impact analysis.

PROJECT EXPERIENCE

City of Beaumont On Call for Environmental Services, Task Order Hidden Canyon Industrial Park Plot Plan, Beaumont, CA

Project Manager. Corinne supported the City for the Hidden Canyon Industrial Park Plot Plan. The Project proposed to construct a 2.89 million square foot warehouse project in two buildings. Amendments to the plan were processed in 2005 and 2012 utilizing addendums to the EIR. The City proposed to approve an update to the project plot plan, however, delays were met due to responses from LIUNA that the project required a new CEQA review due to plot changes from the original project. Chambers Group provided the City guidance by identifying CEQA guidelines that applied to the project on identifying whether a new CEQA process was required.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative for Commercial Center, Beaumont, CA

Project Manager. The team evaluated the permit application for compliance with the City's General and Specific Plan and conducting peer review of the applicant-prepared IS/MND to evaluate impacts associated with the project and ensure compliance with CEQA. The proposed commercial shopping center consisting of approximately 37,800 square feet of shopping center, a 4,300-square foot bread/donut/bagel shop, a 4,370-square foot car wash, and an 8-service bay tire store. The proposed project site covers a total of 7.07 acres. The remaining area of the project site would consist of 56,991 square feet of landscaping and 188,947 square feet of roads and walkways.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Project Manager. Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared IS/MND for various City projects. Eunice assisted in peer review of the environmental documents focusing on technical sections such as Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA

Project Manager. The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north for First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA

Project Manager. The proposed project consists of drafting an Initial Study for an existing RV storage facility in the City of Beaumont. The existing RV storage facility, located on a 24.77 acre-site, was constructed prior to the annexation of the project area and was not issued a Conditional Use Permit. Chambers Group reviewed the Initial Study supporting the adoption of an MND and technical studies such as a Trip Generation Analysis, Biological Resources Study, Cultural-Archaeological Study, and Air Quality, Greenhouse Gas, and Noise models.

Any Size RV and Boat Storage CEQA Peer Review, City of Beaumont, CA

Project Manager. A 3.15 acre project site consisting of two parcels located on the north side of Sixth Street between Xenia Avenue and American Avenue in the City of Beaumont. The proposed project is to develop and outdoor storage facility of RV's, trailers, and boats. Chambers Group evaluated the Archaeological Survey, Water Quality Management Plan, Initial Study and Air Quality studies for the proposed project.

9001 E. Whittier Boulevard Development IS/MND, Pico Rivera, CA

Project Manager. The proposed project is located at 9001 Whittier Boulevard. The parcel contains a 12,126-square-foot drive-thru building, currently occupied by Bank of the West. Dynamic Development intends to purchase the property and demolish the existing building and construct a new drive-thru for Chick-fil-A and a new retail building, which will house Bank of the West and one other retail tenant, yet to be determined. The proposed project is located within the City of Pico Rivera, California and represents infill development. Chambers Group managed the preparation of an IS/MND and associated technical studies including parking analysis and a traffic impact study. In order to meet purchase requirements, Chambers Group delivered on a project schedule that necessitated certification at a Planning Commission meeting on November 21, 2016, after receiving notice to proceed on September 12, 2016.

G. Key Personnel

The Chambers Group key personnel team includes specialists who are at the top of their fields and experts of the low desert's unique environment. As leaders in the environmental industry, our team will apply comprehensive understanding of the latest regulatory guidance to all issue areas to ensure the most advanced technical approach is applied to every aspect of any project. The table below summarizes our key personnel's roles, responsibilities and experience in similar past projects.

Key Personnel, Roles, & Responsibilities	Similar Past Projects Experience
Corinne Lytle Bonine **Project Manager and Point of Contact.** Project management and document preparation.	Project Manager • City of Beaumont On Call for Environmental Services, Task Order Hidden Canyon Industrial Park Plot Plan, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order IS/MND for Commercial Center, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, City of Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, City of Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA
Mike McEntee **Chief Operating Officer** Senior Director	Principal in Charge • City of Beaumont On Call for Environmental Services Contract with various task orders, Beaumont, CA
Eunice Bagwan **Deputy Project Manager.** Support to project management and document preparation.	Assistant Planner • City of Beaumont On Call for Environmental Services, Task Order Hidden Canyon Industrial Park Plot Plan, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order IS/MND for Commercial Center, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, City of Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, City of Beaumont, CA

	• City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA • Monroe Storm Drain Project, Riverside County, CA
Paul Morrissey **Director of Biology.** Lead for biological resources needs.	Project Manager • TL 637 Wood to Steel Pole Replacement, Surveys, and Jurisdictional Delineations, San Diego Gas & Electric (SDG&E), Creelman Substation to Santa Ysabel Substation, San Diego County, CA • 09-360 CNF Master Services Use Permit, Surveys, Jurisdictional/Wetland Delineations, and Vegetation Mapping, San Diego Gas & Electric (SDG&E), San Diego County, CA • Wood to Steel Transmission Line and Distribution Projects, Biological and Water Resources Surveys, San Diego Gas & Electric (SDG&E), San Diego, San Diego County, CA
Saraiah Skidmore **Biology Project Manager.** Task and activities lead for biological resources needs.	Biologist • City of Beaumont On Call for Environmental Services, Task Order IS/MND for Commercial Center, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, City of Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, City of Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA
Ryan Glenn, RPA **Cultural Resources Lead.** Cultural/archaeological/ paleontological/ architectural task lead including Native American coordination.	Cultural Resources Specialist/Senior Archaeologist • City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA • Johnson's Landing Project, Salton Sea, Imperial Irrigation District, Imperial County, Salton City, CA

Greg Tonkovich, AICP, INCE **Senior Analyst**. Air Quality/GHG, Noise technical studies.	Senior Analyst • Beaumont Plaza Peer Review Project, Beaumont, CA • Dowling Orchard business park Phase II Project, Beaumont, CA. • Monroe Storm Drain Project, Riverside County, CA • Logistics Center Project, Riverside County, CA
Nancy E. Gardiner, CPESC, QSD, QISP **Senior Hydrogeologist.** Hydrology and water quality technical studies.	Client Service Manager/Project Manager • Lake Elsinore and Canyon Lake Nutrient TMDL Monitoring, Riverside County, CA • Riverside County Water Quality Management Plan (WQMP) Update • Santa Ana Watershed Project Authority, Riverside and San Bernardino Counties, CA • City of San Diego Department of Utilities Land Management Plan, San Diego, CA
Adam Piestrzeniewicz Staff Geologist	Field Geologist • UTC Canoga Park, Canoga Park • Northrop Grumman, Canoga Park, CA • Former Continental Aircraft Maintenance Facility, Los Angeles, CA
Robert K. Scott, PG, C.Hg., QISP Senior Associate Hydrogeologist	Project Manager • City of San Diego, Tijuana River Valley Recovery Team-Recovery Strategy • CalRecycle, Trash, Sediment and Waste Tire Characterization Study, Tijuana River Valley, San Diego, CA • City of Escondido, Benton Burn Dump Remediation, Escondido, CA
Rawad Hani, PE, TE, PTP, PTOE **Senior Transportation Planner** Transportation/Traffic technical studies.	Transportation Project Manager • Festival at Moreno Valley Traffic Impact Study, Moreno Valley, CA • Thompson Village Traffic Impact Study, Riverside County, CA • LA County Sanitation District Traffic Impact Analysis, Carson, CA • Santa Monica Malibu USD Traffic Impact Study, Santa Monica, CA • San Diego USD Traffic Impact Studies, San Diego, CA

H. Project References (Within the last 3 Years)

City of Beaumont On-Call for Environmental Consulting Services, Beaumont, CA

Client: City of Beaumont, 550 E. 6th Street, Beaumont, CA 92223 Reference: Rebecca Deming, Community Development Director, (951) 572-3229

Length of Time Services were provided: 7/2016 to current

Commencing in July 2016, Chambers Group has completed a series of task orders to support the City with general CEQA compliance as well as conduct peer review of project applications and CEQA documents. Chambers Group has provided guidance and assistance with the preparation of all required environmental impact documentation (including CEQA documents, Consistency Evaluations, Environmental Check Lists, etc.); preparation and/or peer review of technical environmental reports and analyses (greenhouse gas studies, traffic studies, noise studies, surveys, water supply assessments, etc.); participation and testimony in public meetings; and, consultation on CEQA processes and requirements.

The following are examples of task orders under this contract:

Hidden Canyon Industrial Park Plot Specific Plan Updated Site Plan Review, Beaumont, CA

The City of Beaumont requested the assistance of Chambers Group to support the City for the Hidden Canyon Industrial Park Plot Plan (Project). The Project proposes to construct a 2.89 million square foot warehouse project in two buildings. A CEQA review was conducted for the Hidden Canyon Specific Plan in 1995. The Environmental Impact Report (EIR) was prepared and certified. An addendum was prepared and certified to the EIR by the City in 2012 during plan modifications. Chambers Group provided support to City Staff in reviewing the proposed project plot plan and preparing Staff reports and presentations. Further, Chambers Group attended and answered questions from elected officials and the public at planning commission and City Council meetings.

IS/MND for Commercial Center, Beaumont, CA

The Beaumont Commercial Center (proposed project) is a commercial shopping center consisting of approximately 37,800 square feet of shopping center, a 4,300-square foot bread/donut/bagel shop, a 4,370-square foot car wash, and an 8-service bay tire store. The proposed project site covers a total of 7.07 acres. The remaining area of the project site would consist of 56,991 square feet of landscaping and 188,947 square feet of roads and walkways.

Chambers Group evaluated the permit application for compliance with the City's General and Specific Plan and conducting peer review of the Applicant-prepared IS/MND to evaluate impacts associated with the project and ensure compliance with CEQA.

Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared IS/MND for various City projects. Chambers Group performed peer review of the environmental documents focusing on technical sections such as

Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

Oakridge RV Storage, City of Beaumont, CA

The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north for First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

Any Size RV and Boat Storage CEQA Peer Review, Beaumont, CA

A 3.15 acre project site consisting of two parcels located on the north side of Sixth Street between Xenia Avenue and American Avenue in the City of Beaumont. The proposed project is to develop and outdoor storage facility of RV's, trailers, and boats. Chambers Group evaluated the Archaeological Survey, Water Quality Management Plan, Initial Study and Air Quality studies for the proposed project.

Beaumont Brookside, Beaumont, CA

The proposed project consists of drafting an Initial Study for an existing RV storage facility in the City of Beaumont. The existing RV storage facility, located on a 24.77 acre-site, was constructed prior to the annexation of the project area and was not issued a Conditional Use Permit. Chambers Group reviewed the Initial Study supporting the adoption of an MND and technical studies such as a Trip Generation Analysis, Biological Resources Study, Cultural-Archaeological Study, and Air Quality, Greenhouse Gas, and Noise models.

Monroe Storm Drain Stage 4 Project, Riverside County Flood Control and Water Conservation District, Riverside, CA

Client: Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, CA 92501, Reference: Kris Flanigan (951) 955-4643

Length of Time Services were provided: 4/2014 to 10/2015

The Monroe Storm Drain, Stage 4 project was to replace an existing concrete-lined trapezoidal channel with an approximately 2,070-foot reinforced concrete box (RCB) ranging in size from 8 ft. wide by 4 ft. high to 14 ft. wide by 5 ft. high. The main line was constructed within Monroe Street beginning at the upstream terminus of the existing Monroe/Monticello Channel Underground RCB Project (double 10 ft. 6 in. wide by 3 ft. 3 in. high RCB) at a point approximately 600 ft. south of California Avenue and extending south in Monroe Street to its connection with the existing Monroe Channel, Stage 1 RCB Project (one 8 ft. wide by 3 ft. high RCB and one 4 ft. 6 in. wide by 3 ft. high RCB) approximately 70 ft. north of Magnolia Avenue. In addition, nine existing laterals will be reconnected to the newly constructed RCB main line at the points where the laterals are currently connected to the existing trapezoidal channel.

Chambers Group prepared an Initial Study/Mitigated Negative Declaration in conformance with the California Environmental Quality Act (CEQA). Supporting the document, Chambers Group prepared air

quality, biological resources, cultural resources including historical evaluation of built environments, jurisdictional delineation services, as well as preparing applications for 401/404/1602 permits.

On-Call Environmental Services, Orange County Public Works, Orange County, CA

Client: Orange County Parks, 13042 Old Myford Road, Irvine, CA 92602 Reference: Susan Brodeur (949) 585-6412

Length of time services were provided: 2001 to Current

Since 2001, Chambers Group has completed over 30 task orders involving creeks, in-channel basins, channel outlets, marshes, and bays in coastal, urban, and semi-rural areas. Services have involved cultural resources services, biological services, and CEQA. Other services included literature reviews and preparation of reports meeting county, state, and federal requirements. Sample Task Orders include:

- Cultural, biological, and environmental documents pursuant to CEQA
- On-Call Biological Services
- Cultural Resources Services for West Bay Habitat Restoration and Enhancement Project
- On-call cultural resources studies, monitoring, and support
- USACE Cumulative Impact Study, Bolsa Chica Wetlands, Storm Water Channel Improvements
- Biological Surveys & Permitting, Newport Back Bay Slope Stabilization

Master Service Agreement: On-Call Environmental Services, Los Angeles County Department of Public Works, Los Angeles County, CA

Client: Los Angeles County Department of Public Works, 900 S. Fremont Avenue, 11th Floor, Alhambra, CA 91803 Reference: Melanie Morita (626) 458-6196

Length of Time Services were provided: 1993 - current

Chambers Group has provided on-call environmental services to Los Angeles County Department of Public Works (LACDPW) since 1993, completing over 175 task orders including:

- Preparing documents for public works projects
- Providing CEQA compliance by preparing EIRs, MNDs and CEs
- Providing NEPA compliance by preparing EISs, EAs, and CEs
- Conducting a variety of technical studies including biological, cultural, air quality, noise, aesthetics, and other environmental topics
- Preparing Caltrans NES and NESMI documents
- Soft-bottom flood channel clean out
- Decommissioning of historic flood control dams
- Specialized flood control projects
- Bridge repair/replacement
- Road improvements/repairs

We continue to provide services to LACDPW, frequently providing quick turnaround to meet County scheduling requirements. Types of services provided by Chambers Group include:

- CEQA and NEPA analysis
- Biological studies
- Threatened and endangered species surveys
- Wetlands delineations
- Hydrogeomorphic analysis
- Streambed bioassessment procedures
- Functional analysis
- Habitat restoration and revegetation plans and implementation

I. Scope of Services

Chambers Group is excited to continue to provide CEQA and environmental compliance support services to the City including:

- Peer review of CEQA documents and technical studies

  Applicant and City-prepared CEQA documents and technical studies will be reviewed by Chambers Group to ensure that each resource area have been adequately analyzed and questions in the checklist have been answered thoroughly. Chambers Group will review any regulatory information pertinent to the project and call out any changes required based on guidelines published by the Office of Planning and Research if applicable. Either CEQA-level or detailed technical reviews will be completed on technical studies provided depending on the level of effort needed by the City or Applicant. Because of previous experience in projects within both Riverside County and the City of Beaumont, Chambers Group will also review CEQA documents prepared by surrounding jurisdictions and issues important to the City.

- Notification and consultation with Native American Tribes in compliance with Assembly Bill 52 (AB 52) and Senate Bill 18 (SB 18)

  Chambers Group has considerable experience in cultural and paleontological resources management related to archaeology (both historic and prehistoric), built environments, ethnography, and fossil remains for public and private sector clients including areas within Riverside County. Chambers Group can lead the consultation efforts, or provide general support during the outreach process. Given that tribes in the region may overlap for various projects, we can coordinate meetings directly with the tribes to discuss project specific concerns and mitigation measures.

- On-Call Services and Meetings

  In addition to peer reviewing documentation, our services includes close interactions with City to streamline City review and applications, attending project meetings, and attending presentations at Planning Commission and/or City Council meetings. Chambers Group will provide the City with on-call advisory services for applicability of CEQA review and recommendations for appropriate CEQA compliance. We understand the importance of face-to-face interaction and we will provide support to both the City and Applicants during project reviews and approval.

Additionally, Typical tasks of this On-Call contract may include CEQA/NEPA documentation preparation and/or technical studies needed. Technical studies will be prepared on a project by project basis. The information below provides Chambers Group's technical approach to accomplish the items outlined in the scope of services and includes technical approaches typically required for projects.

Communication and Project Management Approach

Our firm has developed a systematic approach to project management of on-call contracts. Because our business includes regularly-renewed on-call/as-needed contracts, our staff is adept at managing

simultaneous tasks at multiple sites, expediting project schedules and ensuring consistent, high-quality delivery, from preparing permit packages and organizing preconstruction surveys to overseeing compliance monitoring and restoration.

Chambers Group has a fully-integrated Resources Scheduling and Budgeting component for advanced resource management to ensure a project is completed on time and on budget while maintaining top quality documents and customer service. Our methods of effective communication and project management coordination will provide the City the necessary tools to manage the environmental process for private development and City initiated projects. Strict and defined communication procedures are vital for contract success, and as such, Chambers Group will provide the City with a communication protocol, including the chain of communication during all project work with whom and when to contact. In addition, the firm has developed an efficient system for managing subconsultants in order to keep abreast of subconsultants' progress on the project and identify potential problems before they arise. This plan is in place to minimize delays during unforeseen circumstances in that other team members can easily step in to perform the needed tasks.

Environmental Studies and Minor Environmental Documentation

Chambers Group's environmental planners led by, in association with other members of our team, have decades of experience providing CEQA compliance services for planning and development (residential, commercial, industrial) projects, water and sewer projects, transportation projects, buildings, parks, storm drains, restoration activities and other engineering-type projects. Our team combines our experience with proven management techniques that focus on flexibility, responsiveness and accountability.

Chambers Group also realizes that the complex processes necessary to produce legally-defensible environmental documentation cannot be accomplished without a close relationship with City staff, and an in-depth understanding of the City, project details and characteristics of the local environment. Chambers Group will work seamlessly with City staff to meet schedules, work within budget, and produce environmental documentation that is thorough and complete. Notably, with more than three decades in the business, there has not been a CEQA or NEPA document prepared by Chambers Group that has ever been successfully challenged.

Because we expect the majority of environmental documentation required will be in compliance with CEQA, the approaches delineated below are regarding CEQA compliance. If, however, a project is proposed that will receive federal funding or requires approval from a federal agency, a NEPA document will be required. Our approach to NEPA documents follow closely our CEQA approach and every attempt will be made to combine efforts for both processes, saving both time and costs.

CEQA Categorical Exemption

For the purpose of this scope, it is assumed that the City will have made the initial determination that a project is categorically exempt. However, Chambers Group does have experience advising agencies whether a project is categorically exempt. Chambers Group will prepare the supporting statements and required forms for filing of the Categorical Exemption.

CEQA Negative Declaration

The scope of work provides Chambers Group's approach to preparation of an IS and ND for a small project. There are instances when an IS and MND can be large and complicated, as in construction on undeveloped land within sensitive cultural resource areas or projects that may involve controversial matters. Technical studies may be required to support the findings in the IS and to develop mitigation measures. These studies could include biological resources technical reports, archaeological resources technical reports, historic structures evaluations, noise studies, air quality studies, geotechnical and traffic studies, all of which can be performed with Chambers Group's project team. Chambers Group's approach includes brief reconnaissance-level field studies by an environmental analyst, biologist, and archaeologist to determine if more detailed technical studies are required. Chambers Group is also assuming that these will be MNDs.

Environmental Impact Report

In the event a project may warrant a preparation of an EIR, Chambers Group will review and prepare the needed technical studies, notices and drafts in accordance with CEQA guidelines. Such documents will include technical reports, draft EIR, notice of preparation, responses to comments, mitigation and monitoring plans, and the final EIR. Chambers Group will coordinate with our subconsultants, and approved subconsultants of the City to prepare legally defensible environmental documents for City projects.

Preparation of Technical Studies and Special Studies

It is anticipated that during development of Initial Studies and minor environmental documentation, air quality, GHG, and noise analyses will be required. It is expected that if other technical studies are required such as hydrology/water quality, traffic, or geotechnical, the City will use approved consultants identified under those categories. Our approach to these is as follows:

Air Quality/GHG – Vista Environmental

Beaumont is located within the South Coast Air Basin and the air emissions in the Air Basin are regulated by the South Coast Air Quality Management District (SCAQMD). Specifically, the City is responsible for the assessment and mitigation of air emissions resulting from its land use decisions. The City relies on the expertise of the SCAQMD and utilizes the SCAQMD CEQA Handbook as the guidance document for the environmental review of plans and development proposals within its jurisdiction.

The approach used for air quality analyses are dependent on if it is to be prepared for CEQA, NEPA, or Caltrans standards but typically includes identifying the air quality setting, obtaining the criteria pollutant concentrations from the nearest monitoring station, providing a summary of all applicable air quality regulations, identifying the applicable thresholds of significance, evaluating and quantifying regional criteria pollutant emissions from construction and operations through use of CalEEMod, evaluating localized criteria pollutant concentrations through use of SCAQMD Look-Up Tables or through use of AERMOD, providing an odor analysis that identifies potential odor sources and sensitive receptors that may be impacted, and determining if any thresholds have been exceeded and, if necessary, providing mitigation to reduce impacts to less than significant levels.

The approach used for greenhouse gas (GHG) emissions analyses typically includes identification of GHG pollutants and their impacts to climate change, identification of applicable plans, policies and regulations and thresholds of significance, evaluation and quantification of GHG emissions from construction and operations through use of CalEEMod, determination of any thresholds have been exceeded, and if necessary develop mitigation to reduce impacts to less than significant levels, and provide a consistency analysis to determine if the project would conflict with any applicable plan for reducing GHG emissions.

Biological Resources

Chambers Group's biology task may utilize our deep bench of well-rounded biologists allowing for scheduling of simultaneous tasks at multiple sites. Our biological resources staff hold permits from the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) for collecting select species, conducting protocol surveys of sensitive species, and following specialized habitat evaluation procedures. The biology staff includes botanists and restoration ecologists who survey for sensitive plant species as well as specialize in restoration, revegetation, and soil analysis. In addition, Chambers Group staff are certified to perform wetland delineations.

Chambers Group biologists will prepare biological technical documents, develop mitigation measures during the final design to avoid, minimize, and/or compensate for impacts to biological resources, and prepare any required restoration and mitigation monitoring plans. Chambers Group biologists will coordinate with wildlife agencies and assist in a full range of consultant services under federal and state endangered species acts. Our staff provides permit assistance for all project aspects (including a U.S. Army Corps of Engineers [USACE] Clean Water Act Section 404 permit, CDFW Section 1602 Lake and Streambed Alteration Agreement, and Regional Water Quality Control Board [RWQCB] Section 401 Water Quality Certification). In addition, our staff will communicate and coordinate with the City's engineer and environmental staff, resource agencies, and construction contractors regarding project schedules and the effects of design changes on the environment. Our staff will anticipate issues and provide solutions to avoid conflict.

Cultural/Paleontological Resources

The cultural resources task will be supported by our in-house archaeological, historical resources and paleontological staff. The team is well equipped to respond to a wide range of cultural resources-related situations and provide expeditious resolution to complex challenges. The firm's staff is highly trained in all aspects of cultural resources, historic preservation and paleontological laws. Moreover, all team members have been trained in the new Assembly Bill 52 (Ab-52) requirements regarding Native American Tribal Cultural Resources and Consultation, part of the CEQA environmental review effective July 1, 2015. Additionally, the Chambers Group team meets or exceeds the Secretary of the Interior's standards and guidelines for archaeology, history, historic architecture and meets the professional standards in paleontology. The team has conducted thousands of cultural and paleontological resources assessments, including survey, testing, data recovery, and construction monitoring.

The Chambers Group team has considerable experience in cultural and paleontological resources management related to archaeology (both historic and prehistoric), built environments, ethnography, and fossil remains for public and private sector clients. Chambers Group has worked throughout

Riverside County and is very familiar with the types of cultural and paleontological resources within this area. In addition, our firm has had experience in coordinating directly with tribes that have interests within the Beaumont community. These tribes include but are not limited to: Cahuilla, Luiseno, Morongo, Kumeyaay and Serrano.

Our experience includes:

- CEQA AB 52 Native American consultation and Tribal Cultural Resources
- Sacred Lands file searches with the Native American Heritage Commission
- Conducting small to large scale record searches and archival research
- Cultural resources inventory surveys and site assessments
- Paleontological resources inventory surveys and site assessments
- Mobile tablet-based survey and inventory capabilities
- Historic district identification and nominations
- Preparation of Department of Parks and Recreation (DPR) 523 series forms
- Technical reports in support of environmental documents
- Development and implementation of mitigation and treatment programs
- Preparation and implementation of cultural resources awareness training
- Construction monitoring services
- Development of and participation in public workshops, commission presentations, and community engagement services
- Preparing Historic American Building Survey (HABS)/Historic American Engineering Record (HAER) documentation
- Development and management of cultural resources databases
- Coordination with the State Historic Preservation Officer

Geotechnical, Hazardous Materials, and Hydrology – Haley & Aldrich

Established in 1957, Haley & Aldrich has over 60 years of experience tackling tough issues for our clients. We have leading edge experience in the industry providing strategic environmental, engineering and construction services to a variety of clients in a wide range of areas. Haley & Aldrich serves diverse markets based on long-standing relationships and the changing needs of many client organizations to access in-depth technical resources with a more integrated, collaborative approach to problem solving.

Haley & Aldrich provides services through all phases of projects – planning, due diligence, permitting, design, construction and post-construction monitoring. We provide planning, design and construction recommendations that consider ground conditions, project goals, agency requirements, and stakeholder impacts. With our vast experience, we can contribute towards incorporating sustainable, resilient practices into projects. Haley & Aldrich also works with clients and design teams to incorporate feasible sustainable elements into our projects through the application of hydrologic analysis, storm water permitting and compliance, LEED certification, geothermal master planning and design, carbon emissions reductions, and water and wastewater use/reuse.

Haley & Aldrich will be responsible for preparing the geotechnical, hazardous materials and hydrology sections of any CEQA or NEPA documents required for public and/or private development projects within the City of Beaumont.

Geotechnical

Haley & Aldrich will prepare the Geotechnical section of the EIR. This section will include a generalized summary of geologic and seismic activity and features, such as faults in the region, as well as a description of topographic and hydrologic features, slope, soil and substrate characteristics, groundwater elevations, and other geotechnical conditions that could affect structures. The section will address:

- Potential for seismic hazards and landslides;
- Whether excavation and grading would significantly alter land features that could be subject to or result in erosion or unstable slopes;
- Whether foundations would be subject to liquefaction, settlement,
- Presence of expansive soils or other soils conditions that could affect structural integrity; and
- Whether excavation or foundations could encounter groundwater.

The deliverable will be a stand-alone section for inclusion in the overall EIR.

Hazardous Materials

Hazards will be identified and described using readily available sources as required by CEQA. The EIR will describe whether the hazards identified have the potential for significant impact and mitigation measures that will be proposed so that the hazards are less than significant. The deliverable will be a stand-alone section for inclusion in the overall EIR.

Hydrology

Haley & Aldrich will develop the Hydrology and Hydraulics section of the EIR. This section will address the local environmental setting (regional hydrology, local hydrology and drainages, water supply, surface water quality, groundwater resources, flood hazards, and dams). The section will include a discussion of the regulatory framework governing the uses and protection of water resources (e.g., Federal Clean Water Act, California Porter-Cologne Water Quality Act, municipal stormwater requirements, local ordinances). It will also provide an evaluation of potential short term (construction) and long term (operational) project impacts on hydrology and water quality as well as alternative mitigation measures to address them. The deliverable will be a stand-alone section for inclusion in the overall EIR.

Noise – Vista Environmental

The approach used for noise analyses typically includes identifying noise sources in the project study area, obtaining noise measurements of the existing ambient noise levels in the vicinity of the project site, evaluating construction-related noise impacts at the nearby sensitive receptors through use of FHWA's Roadway Construction Noise Model (RCNM), utilizing FHWA's RD-77-108 or TNM noise models to model traffic noise increases created by the project, utilizing reference noise measurements and

standard drop-off rates or the SoundPlan model to analyze noise impacts from non-transportation noise sources, and determining if any thresholds have been exceeded and, if necessary, providing mitigation to reduce impacts to less than significant levels.

Traffic – Transpo Group

The Transportation/Traffic element will be led by our team member Transpo Group (Transpo) who has extensive experience in carrying out such studies across Southern California as well as working as an integral part of the Chambers Group team. Transpo has been involved in various controversial studies and will bring their expertise to the Beaumont projects.

Transpo will prepare a transportation impact analysis (TIA) for the proposed projects to determine whether there would be potential for traffic impacts to the surrounding street network related to the trips generated by the subject project. The TIA will investigate the various modes of transportation including vehicular modes, transit, pedestrians and bicycles; it will also determine whether the proposed project access and parking are adequate.

The TIA will be prepared consistent with the requirements of the City of Beaumont, Riverside County, and Caltrans and will include in general the following tasks:

Data collection to obtain typical weekday and weekend traffic counts for the study intersections and roadway segments.

Project trip generation based on rates published in the Institute of Transportation Engineers' (ITE) Trip Generation, 10th Edition or "operational" analysis based on information provided by the City regarding the daily and hourly traffic flow estimated for the proposed project.

Project impact analysis to determine the impacts of the proposed project in terms of levels of service (LOS), accessibility and efficiency, and safety.

Traffic Impact Analysis document that includes work assumptions, analysis procedures, findings, graphics, impacts, and recommendations for review by the project team.

J. Cost

Below is the rate schedule for key personnel (marked with an asterisk [*]) from Chambers Group and its subconsultants. Also included are hourly rates for various staff and titles that may provide support to projects on an on-call basis. **Chambers Group has kept our rates consistent with our current contract.**

Labor Category	Hourly Rate
CHAMBERS GROUP	
Director	175
Managing Environmental Planner	155
Senior Environmental Planner	128
Staff Environmental Planner	105
Assistant Environmental Planner	85
Senior Biologist	139
Senior Project Biologist/Botanist	128
Staff Biologist/Botanist	105
Biologist/Botanist	95
Managing Cultural Resources Specialist	145
Senior Cultural Resources Specialist	120
Project Cultural Resources Specialist	99
Cultural Resources Specialist	82
Assistant Cultural Resources Specialist	67
Staff GIS Analyst	109
Office Support	56 - 85
VISTA ENVIRONMENTAL	
Air Quality/GHG/Noise Analyst	100
TRANSPO GROUP	
Engineer/Planner/Analyst/Principal/Director Lvl 7	65-115
Engineer/Planner/Analyst/Proj Adm – Level 6	50-85
Engineer/Planner/Analyst/Proj Adm – Level 5	45-75
Engineer/Planner/Analyst/Proj Adm – Level 4	35-50
Engineer/Planner/Analyst/Proj Adm – Level 3	30-45
Engineer/Planner/Analyst/Proj Adm – Level 2	25-40
Engineer/Planner/Analyst/Proj Adm – Level 1	15-35
HALEY + ALDRICH	
Principal Consultant	299
Technical Expert 3	299
Construction Program Manager	252
Program Manager	252

Proposal: On-Call Environmental Services
City of Beaumont

CHAMBERS GROUP

Labor Category	Hourly Rate
Technical Expert 2	252
Sr. Project Manager 2	235
Technical Expert 1	235
Senior Consultant	235
Sr. Construction Project Manager	207
Sr. Project Manager 1	207
Sr. Technical Specialist 2	207
Construction Project Manager	188
Project Manager	188
Sr. Technical Specialist 1	188
Project Coordinator	166
Technical Specialist	166
Sr. Scientist/Geologist/Engineer	149
Staff Scientist/Geologist/Engineer	137
Engineer 3/Geologist 3/Scientist 3	129
Engineer 2/Geologist 2/Scientist 2	114
Engineer 1/Geologist 1/Scientist 1	109
Sr. Graphics	142
Graphics	121
Sr. Technician	112
Technician	89
Project Support	89

EQUIPMENT/OTHER DIRECT COSTS

OTHER DIRECT COSTS	UNIT	UNIT COST
Copies - Internal	per page	$0.15
Color Copies 8"X11"	per page	$1.00
Color Copies 8"X17"	per page	$2.00
GIS Machine & license	per hour	$15.00
GIS Materials	actual	
Field Vehicle Use: Off Road 4WD	per day	$65.00
Mileage	per mile	Fed Rate
GPS – Real time, Trimble	per day	$60.00
CD-ROM's	per CD	$2.00
Mail/Delivery	actual	
Outside Printing	actual	
All Other Outside Services	actual	
Bio Survey/Monitoring Equipment	per day	$6.00
Bio Survey/JD/Restoration Equipment	per day	$8.00
Bio Fish Survey Equipment	per day	$15.00
Focused Plant Survey Equipment	per day	$10.00
Cultural Survey Equipment	per day	$6.00
Cultural Site Recording	per day	$8.00
Cultural Testing/Excavation	per day	$14.00
Cultural Monitoring Equipment	per day	$10.00
iGage	per day	$15.00
Sonabat	per day	$46.00
Electrofisher	per day	$200.00

- All outside services carry a 10% markup.

K. Other Information for Consideration

Customer Service Philosophy

Here at Chambers Group, providing our clients with top-notch customer service begins with listening. We will always first listen to your needs, concerns, and issues, and apply our expertise to solving your environmental challenges. We are here to help you anytime – we are available by phone (office and cell), text and email. Our customer service best practices is built to gain a trusting relationship and includes responding to messages as early as possible within a 24-hour period, submitting deliverables on time, and to notify you of any issues as early as can be foreseen or as they arise, not after the fact. Chambers Group employees provide all clients with mutual respect, professional integrity, and a positive can-do approach.

Conflict of Interest

We assure the City that Chambers Group or any of our affiliates do not have any financial, business, or other relationships with the City or any other entity that may pose as an actual, potential, or perceived conflict of interest. Should an actual or perceived conflict be found, the Chambers Group shall make full disclosure of such conflict to all involved parties and obtain the informed consent of all parties before proceeding on any project.

L. Liability Insurance

Chambers Group has the appropriate professional liability insurance required to carry out our professional services to the City. Such insurances will name the City of Beaumont as additional insured and will be in force at the time of contract execution. Our current coverage includes:

- Commercial General Liability – $1,000,000 each occurrence / $2,000,000 aggregate
- Umbrella Liability – $4,000,000 each occurrence / $4,000,000 aggregate
- Worker's Compensation – $1,000,000 each accident
- Professional Error & Omissions – $1,000,000 per claim / $2,000,000 aggregate

Appendix - Resumes

Eunice Bagwan

Assistant Environmental Planner

EDUCATION

MS, Environmental Management and Planning, Johns Hopkins University, Baltimore, MD 2015
BS, Environmental and Occupational Health and Safety, California State University, Northridge, CA 2011

TRAINING

NEPA Basics – Fundamentals:2015
EPA New Rule Defining Waters of the U.S. USACE:2015
CEQA Essentials: 2015
SCE's EDGE Program Safety First Workshop 2016

AFFILIATIONS

Association of Environmental Professionals: Conference Student Coordinator
Institute of Electrical and Electronics Engineers
Conservation Steward: North Etiwanda Preserve
University of Redlands Student Liaison.

PROFESSIONAL EXPERIENCE

Eunice. Bagwan has a background in CEQA and NEPA environmental impact assessments as well as technical writing and editing. She has assisted with the preparation, writing, and editing environmental documents, such as IS/MNDs, Categorical Exemptions, EIRs and safety related documents such as job hazard safety forms and safety plans. Eunice has also managed and co-managed various projects as a Deputy Project Manager and Project Manager.

PROJECT EXPERIENCE

City of Beaumont On Call for Environmental Services, Task Order Hidden Canyon Industrial Park Plot Plan, Beaumont, CA

Assistant Planner. Eunice supported the City for the Hidden Canyon Industrial Park Plot Plan. The Project proposed to construct a 2.89 million square foot warehouse project in two buildings. Amendments to the plan were processed in 2005 and 2012 utilizing addendums to the EIR. The City proposed to approve an update to the project plot plan, however, delays were met due to responses from LIUNA that the project required a new CEQA review due to plot changes from the original project. Chambers Group provided the City guidance by identifying CEQA guidelines that applied to the project on identifying whether a new CEQA process was required.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative for Commercial Center, Beaumont, CA

Assistant Planner. Eunice evaluated the permit application for compliance with the City's General and Specific Plan and conducting peer review of the applicant-prepared IS/MND to evaluate impacts associated with the project and ensure compliance with CEQA. The proposed commercial shopping center consisting of approximately 37,800 square feet of shopping center, a 4,300-square foot bread/donut/bagel shop, a 4,370-square foot car wash, and an 8-service bay tire store. The proposed project site covers a total of 7.07 acres. The remaining area of the project site would consist of 56,991 square feet of landscaping and 188,947 square feet of roads and walkways.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Assistant Planner. Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared IS/MND for various City projects. Eunice assisted in peer review of the environmental documents focusing on technical sections such as Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA

Environmental Planner. The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north for First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA

Environmental Planner. The proposed project consists of drafting an Initial Study for an existing RV storage facility in the City of Beaumont. The existing RV storage facility, located on a 24.77 acre-site, was constructed prior to the annexation of the project area and was not issued a Conditional Use Permit. Chambers Group reviewed the Initial Study supporting the adoption of an MND and technical studies such as a Trip Generation Analysis, Biological Resources Study, Cultural-Archaeological Study, and Air Quality, Greenhouse Gas, and Noise models.

The Rincon Development Project Initial Study/Mitigated Negative Declaration (Formerly Golden Triangle), City of Chino Hills, CA

Environmental Planner. Eunice assisted in the development and approval of an IS/MND consistent with CEQA. Chino Hills Golden Triangle LLC proposes to develop a 10.42-acre parcel located in the City of Chino Hills at the southwest corner of the Soquel Canyon Parkway off-ramp and State Route 71 (SR 71) as a 157,100-square-foot mixed commercial center. Since the approval of the IS/MND, the developer has revised the site plan and Eunice is assisting with a Subsequent MND to analyze the changes to the original Project.

Orange County Public Works, Initial Study/Negative Declaration for the Orange County Code of Ordinance Proposed Project Amendment, Newport Beach, Orange County, CA

Assistant Planner. The County proposed to amend the Orange County Code of Ordinance by legalizing the presence of dogs to a portion of the mouth of the Lower Santa Ana River, located between the City of Newport Beach and Huntington Beach. Eunice composed the project description of the project and assisted in drafting the IS checklist on analyzing potential impacts of the proposed project on the project area focusing on Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems. Eunice drafted the required notices and prepared the distribution list for public circulation. Due to public concern of the proposed project, Chambers Group prepared a draft and final ND at an expedited rate in order to meet County deadlines.

Orange County Public Works, Initial Study/Mitigated Negative Declaration for the Civic Center Building 16 Demolition, Santa Ana, Orange County, CA

Assistant Planner. Eunice assisted the preparation of an IS/MND and the MMRP for the demolition of Building 16, within the Orange County Civic Center. Due to project schedule concerns, the administrative draft of the IS/MND was prepared in only 1.5 weeks from receipt of notice to proceed. Due to the age of the building required a full historic resources assessment was conducted.

Mike McEntee

Chief Operating Officer
Senior Director

EDUCATION

BA, Biology, California State University, Fullerton, 1995

TRAINING

Southwestern Willow Flycatcher Workshop, Southern Sierra Research Station
Marine Corps Certified Range control OIC/RSO
BLM Flat-Tailed Horned Lizard Training

CERTIFICATIONS

California gnatcatcher: authorization to survey, locate and monitor nests, remove brown-headed cowbird eggs and chicks from parasitized nests; USFWS Permit #TE099463-0; Least Bell's vireo: authorization to locate and monitor nests, remove brown-headed cowbird eggs and chicks from parasitized nests; USFWS Permit #TE099463-0
Southwestern willow flycatcher: authorization to survey, locate and monitor nests, remove brown-headed cowbird eggs and chicks from parasitized nests; USFWS Permit #TE099463-0

AFFILIATIONS

Member of the USFWS and USGS least Bell's vireo, southwestern willow flycatcher, and yellow-billed cuckoo recovery working group

PROFESSIONAL EXPERIENCE

Mike McEntee is a biologist with 20 years of environmental consulting experience. He works with clients to document compliance of complex permit requirements and conditions, drafts Biological Assessments and negotiates long-term management agreements for mitigation lands.

He specializes in biological surveys and mitigation monitoring for large construction projects and has conducted surveys for least Bell's vireo, coastal California gnatcatcher, southwestern willow flycatcher, western snowy plover, burrowing owl, arroyo toad, gray fox, Yuma clapper rail, black rail, yellow-billed cuckoo, mountain yellow legged frog, coast range newt, California red legged frog, Santa Ana sucker, bats, macroinvertebrates, and plants.

In addition, he has successfully assisted clients in obtaining federal and state permits from the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service (USFWS), the California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB). He has worked on projects throughout the western United States and has strong relationships with a broad array of state and federal regulators.

PROJECT EXPERIENCE

Sanitation District of Los Angeles County On-Call, Los Angeles County, CA

Program Manager. Mike was responsible for coordination with Los Angeles County Sanitation District project managers, contractors, regulatory agencies and oversight for CEQA compliance, biological surveys, and mitigation monitoring. The project involved numerous sites located within the District's 800-square mile service area. The District required biological/environmental support to construct, operate and maintain facilities to convey, treat, recycle, and dispose of sewage and industrial wastes and generate recycled water, electrical power, and biosolids as part of the treatment process.

On-Call Environmental Services, Los Angeles County Department of Public Works (LACDPW), Los Angeles County, CA

Principal Biologist. Mike was responsible for coordination with LACDPW and oversight for CEQA compliance, biological surveys, and wetlands delineations, involving numerous sites located in Los Angeles County and the Angeles National Forest. Over 100 task orders have been completed on the on-call contract over the past decade. The surveys and reports were required by the U.S. Forest Service (USFS) to allow Los Angeles County to conduct maintenance and improvement activities. Individual projects have included: Angeles Forest Highway Over Mill Creek, Natural Environment Study (NES) and Biological Assessment; Big Tujunga Wash Master Mitigation Bank Plan, Biological Services; Sierra Highway Widening and Realignment, Biological Services, Jurisdictional

Delineation, and Permitting; Cooks Canyon Crib Dam M1-A Debris Basin Dewatering System, Vegetation Surveys; Live Oak Reservoir Cleanout, Environmental Services; Spunky Canyon Road Sediment Removal, Biological Services; Avalon Bridge Over Dominguez Channel, Biological Resource Survey and Jurisdictional Delineation; Fitch Avenue Bridge Replacement, Biological and Cultural Services; and Sierra Highway Over Mint Canyon Wash, Biological Survey.

I-405 Sepulveda Pass Widening Project, Kiewit Pacific Los Angeles, Los Angeles County, CA

Project Director. Mike assisted with the design build process to minimize environmental impacts and reduced costs, assisted with the development of the mitigation plan and conducted all negotiations. He coordinated efforts with Kiewit Pacific, CDFW, and California Department of Transportation (Caltrans) for surveys including sensitive plants, vegetation communities, native trees, nesting birds, bats (day and night), and sensitive species constraints mapping in 2009 and 2010 on both sides of the I-405 freeway. Mike developed an Environmental Compliance Monitoring Program, Pre-Construction Bat Surveys in accordance with the CDFW Streambed Alteration Agreement, and developed the Contractor Education Brochure for this project. Recently, a nesting bird was discovered within the project footprint and the CDFW placed a work stoppage for the remainder of the nesting season. This stoppage would have lasted several months and would have cost millions of dollars. He and his team worked around the clock to develop a strategy and coordinate with CDFW to allow construction activities to resume. In cooperation with the agency, Mike and his team prepared a mitigation plan to avoid impacts to the birds, trained construction crews around the clock on the measures in the plan, performed requested clearance surveys, and conducted daily monitoring. This joint effort brought the project back on track in two business days.

Marblehead Coastal Development Project, SunCal, San Clemente, Orange County, CA

Principal Biologist. This 250-acre site is the last large coastal property to be developed along the Orange County coastline. Mike provided environmental consulting services, which included supplying technical assistance needed to acquire a Coastal Development Permit and ensure compliance with all other applicable permits, as well as conduct focused gnatcatcher surveys, construction monitoring, ecological restoration and performance monitoring for five years. He ensured compliance with all conditions of the Habitat Management Plan (HMP) during initial vegetation clearing/grubbing, erosion control and project construction phases. Restoration efforts included enhancement of native grasslands and coastal bluff scrub. The HMP was designed to maximize the habitat value for coastal California gnatcatcher and other species dependent on sage scrub as well as to enhance the functional value of the preserved/restored wetlands within the canyons by improving connectivity and allowing for wildlife movement between each area.

Paul Morrissey
Director of Biology

EDUCATION
MS, Biology, California State University, Dominguez Hills, 2005
BS, Biology, California State University, Dominguez Hills, 2001

CERTIFICATIONS
USFWS Permit, #TE182550-1, CDFW Scientific Collector's Permit, #SC-008151
USACE, Wetland Training Institute, Wetland Delineator Certification
Desert Tortoise Surveying Techniques Workshop, Desert Tortoise Council, qualified desert tortoise biologist
CDFW authorized to take, possess, and transport flat-tailed horned lizards, 2007
Marvin M. Black Excellence in Partnering Award for the San Gabriel River Project
Southwestern Willow Flycatcher Workshop, Southern Sierra Research Station;
Basic Tracking, Earth Skills Electrofishing and Fish Handling Techniques

PROFESSIONAL EXPERIENCE

Paul Morrissey has more than 15 years of experience participating in and conducting terrestrial and aquatic/marine studies, with a comprehensive background in both collecting data and performing biological monitoring surveys. He is an experienced biologist, field manager, and project manager. He has coordinated with state and federal agencies to develop and implement effective mitigation and monitoring plans for listed and sensitive species and to ensure compliance with state and federal laws. Working on and managing complex linear projects such as the Pacific Gas and Electric (PG&E) and San Diego Gas & Electric (SDG&E) power transmission line projects has made him familiar with the flora and wildlife species within Riverside, San Diego, and Imperial counties. He has conducted wetlands delineations pursuant to Section 404 of the CWA and riparian delineations pursuant to Section 1601/1603 of the California Department of Fish and Wildlife (CDFW) Code. He has also prepared jurisdictional delineation reports and prepared permit applications for the U.S. Army Corps of Engineers (USACE), CDFW, and Regional Water Quality Control Board (RWQCB). He has performed agency consultations, prepared CDFW and Bureau of Land Management (BLM)/United States Fish and Wildlife Service (USFWS) permits for state and federal-listed species, and developed habitat mitigation monitoring plans and restoration plans for associated impacts. He has authored technical biological sections of PEAs and has negotiated mitigation measures with the CPUC to receive authorization of construction for utility tie line projects.

Paul has assisted in the designs of several projects to identify and minimize potential impacts. In fact, Paul earned Chambers Group the Marvin M. Black Award for partnering by the Associated Contractors of America for a stilling pool design and implementation which allowed the award-winning project to move forward.

PROJECT EXPERIENCE

TL 637 Wood to Steel Pole Replacement, Surveys, and Jurisdictional Delineations, San Diego Gas & Electric (SDG&E), Creelman Substation to Santa Ysabel Substation, San Diego County, CA

Project Manager. Paul has coordinated and provided focused surveys for arroyo toad, Stephen's kangaroo rat, coastal California gnatcatcher, rare plant surveys and jurisdictional delineations for TL 637 since 2010. He has worked closely with SDG&E Land Managers Molly Dana and Bruce Swanson regarding land owners such as Tulloch to allow surveys to commence on private lands. Paul has worked closely with U.S. Forest Service (USFS) representative Kirsten Winter for the two poles on Cleveland National Forest (CNF) lands. He has analyzed impacts to CNF, Mt. Gower Preserve, Simon Park Preserve, Ramona Grassland Preserve and NCCP areas for this project. Paul authored the Biological Technical Report and the biology sections of the PEA for this project. The PEA was submitted in early 2013. He met with the CPUC on site to discuss the project and help negotiate CPUC mitigation measures. Several draft measures provided by the CPUC would have caused a costly delay in construction. He worked with the SDG&E

team in an effort to change the mitigation measure requirements and allow project construction to commence. The CPUC has granted approval regarding the changes over the phone, and are currently waiting for written authorization approval.

09-360 CNF Master Services Use Permit, Surveys, Jurisdictional/Wetland Delineations, and Vegetation Mapping, San Diego Gas & Electric (SDG&E), San Diego County, CA

Project Manager. Paul is working with San Diego Gas & Electric in the CNF to conduct wildlife surveys, plant surveys, jurisdictional/wetland delineations, and vegetation mapping for all of the proposed project elements including existing poles, replacement poles, anchors, new poles, systems upgrades, stringing sites, staging areas, landing zones, guard structures, undergrounding areas, handhole locations, access roads, and any other identified component that may contribute to the proposed project's overall footprint within and around CNF to apply for a 50-Year Master Special Use Permit. An EIS has been required by CNF for the Master Special-Use permit in anticipation of physical ground disturbance due to proposed action for the Fire Prevention Plan. Survey areas were not restricted to CNF lands. Survey areas consisted of six TLs, six circuits, access roads, temporary work spaces, and associated facilities. He coordinated all biological surveys conducted during the course of several months in the spring, summer, and fall of 2010, and again in the summer to fall of 2011. Focused rare plant surveys and sensitive wildlife surveys for the targeted species were performed in accordance with survey protocols set forth by CDFW, the California Native Plant Society (CNPS 2001), and USFWS Guidelines. Paul authored the biological technical report for the PEA for these TLs. He is currently conducting jurisdictional/wetland delineations with SDG&E Engineers and Construction Administrators to determine whether facilities are within jurisdictional features and if the facilities can be moved out of the wetland/water features for all TLs and circuits. Recommendations are documented for use by SDG&E to adjust the PLS CAD design. For any facilities that cannot be relocated outside of these readily definable wetland/water areas based on SDG&E review including surveyor CAD design, construction impact minimization recommendations are provided for all such facilities. These facilities will be assumed to be located in jurisdictional areas, and appropriate permits will be obtained prior to construction. Paul is also managing multiple fielding efforts for various TLs and circuits working with the engineering team to identify alternative pole relocations in areas with no or minimal disturbance of sensitive resources. He is also drafting sections of the PEA and BTR for TL 637 which has been removed from the MSUP documents and had developed responses for CPUC for project approval.

Wood to Steel Transmission Line and Distribution Projects, Biological and Water Resources Surveys, San Diego Gas & Electric (SDG&E), San Diego, San Diego County, CA

Project Manager. Paul surveyed and coordinated surveys for several transmission and distribution lines ranging from a couple miles to 14 miles in length, in an effort to assess wood poles for steel replacement. He conducted and coordinated surveys for biological resources and water resources, analyzed constraints for local, state and federal regulations, and produced maps for SDG&E design engineers to determine if proposed locations for steel pole are in areas with the least potential impacts to sensitive resources. This analysis was done for each specific existing wood pole proposed for removal and for new pole installations, and included identification of access routes to the pole and the type of removal and installation methods to be implemented to reduce impacts. Impacts and mitigation was analyzed and documented into a Pre-activity Survey Report. A CEQA Initial study checklist was included for each transmission/distribution line, and included an Environmental Release with specific project measures to avoid impacts to sensitive resources. Paul authored biological technical reports and technical sections for PEAs. He personally met Dudek and CPUC staff on site to discuss the TL 637 project, and strategized with SDG&E regarding negotiation of mitigation requirements for project authorization.

San Gabriel River Management, Biological Surveys, Los Angeles County Department of Public Works (LACDPW), Tujunga, Los Angeles, Azusa, Los Angeles County, CA

Project Manager. Chambers Group was contracted by LACDPW to conduct a full suite of biological surveys in support of sediment removal activities. To increase the carrying capacity of the San Gabriel Reservoir, over 500,000 cubic yards of sediment removal was required. Chambers Group conducted quantitative wildlife and plant surveys in 1997, 1999, 2001, and 2003 through 2011 to determine the resources present in the San Gabriel River project area and to determine potential effects of construction on the sensitive resources in the immediate area. The study area included the East Fork and West Fork of the San Gabriel River, Brown's Gulch, and the main channel of the San Gabriel River, from the San Gabriel Reservoir through the Morris Reservoir downstream to below Santa Fe Dam. Paul coordinated and performed amphibian, reptile, fish, large-mammal, and avian surveys; vegetative cover analysis; and macroinvertebrate collection in support of the overall functional analysis. Because the aquatic habitat was the habitat most directly impacted by the sediment removal from San Gabriel Reservoir on the San Gabriel River, an aquatic functional value model using a majority of the evaluation variables from the CDFW Stream Assessment Procedures (CDFW 1999) was developed to address aquatic habitat values. This model was developed by Chambers Group to determine the potential of a site in Big Tujunga Wash to mitigate for impacts to the San Gabriel River. Habitat variables used in the model included In-stream Cover, Epifaunal Substrate, Bank Vegetative Protection, and Bank Stability, in addition to Vegetative Roughness for the channel and exotic aquatic vertebrates, because non-native fishes and bullfrogs were considered to have a large impact on native species in the San Gabriel River aquatic system. Macroinvertebrates were collected 4 times a year at 14 locations and identified to the lowest possible taxon (genus) from 2003 to 2011, following the California Stream Bioassessment Procedures. Biological metrics were analyzed and used to calculate Index of Biotic Integrity values to assess the quality of the benthic communities. Chambers Group performed construction monitoring during sediment removal activities from 2005 to 2007. Paul Morrissey lead a team of 20 biologists and relocated and monitored thousands of federally listed Santa Ana suckers and other California Special Concern Species, including the Santa Ana speckled dace, arroyo chub, rainbow trout, and prickly sculpin, during construction. In 2007, sediment removal activities were placed on hold by the Agencies due to high flow conditions in the spring. The force of the flowing stream against fish exclusion nets was too high to exclude federally listed fish from the project site. The cost for idle construction crews was estimated at over $100,000 per day. Chambers Group staff worked with construction engineers to design a stream flow dissipation area just upstream of the work site. The design allowed water to slow from 250 cubic feet per second (cfs) to 0.33 cfs against the nets. USFWS and CDFW visited the site to inspect the design and functionality and gave concurrence to proceed with sediment removal activities. *Chambers Group was awarded the 2007 Associated General Contract Marvin M. Black Excellence in Partnering Award between Chambers Group and Barnard Construction Co. for the events that took place in 2007.*

Saraiah Skidmore

Biology Project Manager
Biology

EDUCATION

BS, Biology, California State University, Fullerton, 2006

CERTIFICATIONS

Scientific Collector's Permit # 009105, California Department of Fish and Wildlife (CDFW)
Surveying, Monitoring, and Handling Techniques Workshop, Desert Tortoise Council
BLM Flat-tailed Horned Lizard Training
Intro to Birding Workshop – Sea and Sage Audubon Society

PROFESSIONAL EXPERIENCE

Saraiah Skidmore has 12 years of experience as a biologist providing project management on small-and large- scale projects, field studies, data analyses, regulatory compliance, mitigation, and reporting. She is familiar with the identification of wildlife and plant species as well as major plant communities and vegetation. She has experience coordinating with multiple agencies.

She has performed field studies including biological reconnaissance-level surveys, habitat assessments, nesting bird surveys, vegetation community mapping, plant transects for habitat success maintenance and monitoring, and jurisdictional delineations. Following current protocols, she has conducted focused surveys for federal- and state-listed wildlife species and California special concern species including: desert tortoise, burrowing owl, snowy plover, least Bell's vireo, coastal California gnatcatcher, coast range-newt, southwestern pond turtle, flat-tailed and coast horned lizards, as well as listed and/or rare plant species. Sara has authored and co-authored many biological and environmental reports.

PROJECT EXPERIENCE

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative for Commercial Center, Beaumont, CA

Biologist. The team evaluated the permit application for compliance with the City's General and Specific Plan and conducting peer review of the applicant-prepared IS/MND to evaluate impacts associated with the project and ensure compliance with CEQA. The proposed commercial shopping center consisting of approximately 37,800 square feet of shopping center, a 4,300-square foot bread/donut/bagel shop, a 4,370-square foot car wash, and an 8-service bay tire store. The proposed project site covers a total of 7.07 acres. The remaining area of the project site would consist of 56,991 square feet of landscaping and 188,947 square feet of roads and walkways.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Biologist. Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared IS/MND for various City projects. The team assisted in peer review of the environmental documents focusing on technical sections such as Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA

Biologist. The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north for First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA

Biologist. The proposed project consists of drafting an Initial Study for an existing RV storage facility in the City of Beaumont. The existing RV storage facility, located on a 24.77 acre-site, was constructed prior to the annexation of the project area and was not issued a Conditional Use Permit. Chambers Group reviewed the Initial Study supporting the adoption of an MND and technical studies such as a Trip Generation Analysis, Biological Resources Study, Cultural-Archaeological Study, and Air Quality, Greenhouse Gas, and Noise models.

City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, Beaumont, CA

Environmental Planner. A 3.15 acre project site consisting of two parcels located on the north side of Sixth Street between Xenia Avenue and American Avenue in the City of Beaumont. The proposed project is to develop and outdoor storage facility of RV's, trailers, and boats. Chambers Group evaluated the Archaeological Survey, Water Quality Management Plan, Initial Study and Air Quality studies for the proposed project.

JMD Hospitality, Home2Suites by Hilton Hotel Project, Environmental Studies, Redlands, CA

Biologist. Saraiah was part of the team for the preparation of environmental studies for the proposed hotel development in the City of Redlands. The project was a hotel commercial development on vacant land, nearby existing commercial facilities. She coordinated with the Client and City in obtaining updated traffic data. Chambers Group provided a quick turn-around in completing the technical studies to meet submission deadlines of the Client.

The Rincon Development Project Initial Study/Mitigated Negative Declaration (Formerly Golden Triangle), City of Chino Hills, CA

Biologist. Saraiah assisted in the development and approval of the biological resources sections of an IS/MND consistent with CEQA. Chino Hills Golden Triangle LLC proposes to develop a 10.42-acre parcel located in the City of Chino Hills at the southwest corner of the Soquel Canyon Parkway off-ramp and State Route 71 (SR 71) as a 157,100-square-foot mixed commercial center. Since the approval of the IS/MND, the developer has revised the site plan and Saraiah is assisting with the biological resources sections of a Subsequent MND to analyze the changes to the original Project.

Ryan Glenn, RPA

Associate Cultural Resources Specialist

EDUCATION

MA, Archaeology/ Zooarchaeology, California State University, Los Angeles, 2011

BA, Anthropology, University of Southern California, 2006

CERTIFICATIONS

Register of Professional Archaeologists (RPA)

AFFILIATIONS

Lambda Alpha – Anthropological Honor Society CSULA

California Coastal Archaeology Society

Society California Archaeology

Society American Archaeology

American Anthropological Society

Golden Key Honor Society

International Council of Archaeozoology (ICAZ)

PROFESSIONAL EXPERIENCE

Ryan is a registered professional archaeologist specializing in zooarchaeology and human osteology, with detailed working knowledge of Southern California Geology and Paleontology. He has eight years of experience in California cultural resource management and biological archaeology and has performed tasks in many facets of the discipline.

Ryan specializes in the identification and analysis of biological remains in forensic and archaeological contexts. His prime research interests lie in better understanding the relationships between humans and their biologic environment and how these interactions are recorded in the archaeological record. He routinely authors journal articles and presents papers at California conferences on these and related topics.

Ryan's graduate education also included two years of university level courses in California Geology. He also has four years' experience assessing Paleontological resources and producing in-depth reports. This knowledge helps him better understand the developmental processes of California's many geomorphic regions. Ryan's wide-ranging interests and educational background in the social and natural sciences allows him to better understand archaeological processes and convey this information through many different lenses.

PROJECT EXPERIENCE

City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, Beaumont, CA

Cultural Services. A 3.15 acre project site consisting of two parcels located on the north side of Sixth Street between Xenia Avenue and American Avenue in the City of Beaumont. The proposed project is to develop and outdoor storage facility of RV's, trailers, and boats. Chambers Group evaluated the Archaeological Survey, Water Quality Management Plan, Initial Study and Air Quality studies for the proposed project.

City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA

Cultural Services. The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north for First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Cultural Services. Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared

IS/MND for various City projects. The team assisted in peer review of the environmental documents focusing on technical sections such as Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

Johnson's Landing Project, Salton Sea, Imperial Irrigation District, Imperial County, Salton City, CA

Ryan assisted with the cultural resources survey for a 67-acre study on lands administered by the Bureau of Reclamation (BOR) for the IID Johnson's Landing Pilot Project and Boat Ramp located in Imperial County. His responsibilities included records search, historic and ethnographic background research and aided with the final report submitted to the client.

Blackstone Development Project, Orange County, Brea, CA

Lead Archaeological and Paleontologist. Ryan conducted all on-site monitoring for both archaeological and paleontological resources for Mesa Contracting Corporation's grading and development of the Brea hills. His responsibilities included coordinating on-site personnel in the management of cultural and paleo resources, compiling and analyzing GIS data and maintaining and fostering relationships with contractors and real estate developers.

Camden Hollywood Project, Bernards, Los Angeles County, Hollywood, CA

Lead archaeological and paleontological monitor for the development of a mixed-use commercial and residential structure in Hollywood. Duties included attending kickoff meeting, long-term cultural and paleontological monitoring and co-authoring the final monitoring report.

Cal Water Lake Hughes Tank Replacement, California Water Service Company, Los Angeles County, Lake Hughes, CA

Archaeologist. Ryan conducted the intensive pedestrian survey of site of replacement water tank. The current tank was going to be removed and replaced with a larger 150K-gallon welded tank. This will increase water compacity to this portion of the Antelope Valley. Ryan's tasks included: adequately documenting the site, recording all prehistoric and historic artifacts present on the property and then complete a Negative Findings report.

Hampshire Road Pipeline Project, MND, California Water Service Company, Ventura County, Thousand Oaks, CA

Lead Archaeologist. Ryan was responsible for the cultural resources portions of the MND for the project which included technical studies for air quality, noise, greenhouse gas emissions, and the cultural resources. The project includes construction of one of two pipeline alternatives to increase the reliability of supply to the southern portion of the Westlake service area.

ELA Station 55 New Reservoir Project, IS, Los Angeles County, Commerce, CA

Lead Archaeologist. Ryan was responsible for all the cultural resources tasks and the preparation of an IS for the project which included technical studies for air quality, noise, and greenhouse gas emissions and cultural resources. The project includes the construction of a new 1.5 million-gallon (MG) capacity reservoir at the existing East Los Angeles (ELA) Station 55.

San Francisquito Dam Survey, Los Angeles County, Valencia, CA

Ryan provided survey assistance while documenting the location of fragments of the Historic San Francisquito Dam for Caltrans. His involvement included survey, photography, post-processing of field materials and co-authoring the final report.

Nancy E. Gardiner, CPESC, QSD, QSP
Senior Client Leader
Haley & Aldridge

EDUCATION
MS, Hydrogeology, University of Wisconsin-Madison
BA, Geology, Smith College

REGISTRATIONS
Certified Professional in Erosion and Sediment Control (CPESC) (No. 4690)
Qualified SWPPP Developer (QSD)
2011/Qualified SWPPP Practitioner (QSP) (No. 21011)

PROFESSIONAL SOCIETIES
California Stormwater Quality Association
Water Environment Federation

PROFESSIONAL EXPERIENCE

Nancy Gardiner has 25 years of consulting experience in surface water quality, hydrology, and water resources projects. She has provided stormwater management; National Pollutant Discharge Elimination System (NPDES) permitting; watershed planning; water quality monitoring; groundwater investigations; and inspection, maintenance and monitoring of best management practices. She has led multi-disciplinary teams to provide environmental compliance, California Environmental Quality Act (CEQA) analysis, and monitoring and research to develop new technical approaches to solving real-world problems. Ms. Gardiner is a specialist in erosion and sediment control and has assisted clients with controlling discharges from construction sites and other disturbed land surfaces.

PROJECT EXPERIENCE

Big Bear Lake Nutrient TMDL Watershed-Wide Monitoring, Santa Ana Watershed Project Authority, San Bernardino County, CA

Prepared Monitoring Plan and Quality Assurance Project Plan for conducting baseline, snowmelt, and storm water monitoring in six creeks draining into Big Bear Lake. The work was conducted to establish a long-term set of nutrient data for purposes of developing a TMDL for dry hydrologic conditions in Big Bear Lake and to assess progress in achieving phosphorous targets under the existing TMDL for wet hydrologic conditions. Participated on Task Force with stakeholders, trained local agencies to assist with monthly routine and as-needed storm water monitoring, and set up a reporting program. Prepared Annual Monitoring Report to the Santa Ana RWQCB to demonstrate progress in achieving the phosphorous TMDL target.

Lake Elsinore and Canyon Lake Nutrient TMDL Monitoring, Santa Ana Watershed Project Authority, Riverside County, CA

Client Service Manager/Project Manager for Phase I Nutrient total maximum daily load (TMDL) monitoring at four sites along the San Jacinto River upstream of Canyon Lake and Lake Elsinore. Prepared Monitoring Plan and provided oversight for storm water sampling during three storm events per year. Developed Annual Monitoring Report to the Santa Ana Regional Water Quality Control Board (RWQCB) summarizing water quality results from all monitoring efforts associated with this TMDL, including work done by others in-lake and at other tributary locations. Currently preparing a Workplan for watershed-wide, in-lake, and satellite imagery based monitoring to demonstrate progress toward attaining interim (2015) and final (2020) TMDL targets.

City of San Diego Water Department, Source Water Protection Guidelines, San Diego, CA

Project Manager working with City Water Department staff to develop an overall strategy and guidelines for water quality protection. Conducted planning for drinking

water protection by creating the Source Water Protection Guidelines for new development projects was intended to provide a road map for sensible development, increase the reliability of the water supply system, and likely reduce the cost of drinking water treatment. These guidelines should ensure that future development in these watersheds occurs in ways that protect the City's local source waters by giving land use authorities consistent guidance.

City of San Diego Department of Utilities Land Management Plan, San Diego, CA

As Technical Manager, Water Quality Section, responsible for preparing sections of the City's Land Management Plan dealing with water quality, soils, and geology. The objective of the Plan is to protect the water quality in the City's drinking water reservoirs. Evaluated land uses and recreational activities to evaluate potential impacts and developed recommended management actions.

Confidential Utility Company, Application for Certification, San Diego, CA

Project Scientist responsible for developing the Water Resources Section of the Application for Certification (AFC) required in order to construct a new power generating facility in southern California. The AFC fulfills the CEQA compliance evaluation required by the California Energy Commission. The scope of work included evaluating potential environmental impacts of providing water and wastewater service interconnects, and constructing a new sewer line to service the needs of the new facility.

Riverside County, Riverside County Water Quality Management Plan (WQMP) Update, CA

Client Service Manager/Technical Advisor responsible for assisting the Riverside County Flood Control & Water Conservation District update the WQMP for compliance with the Santa Ana River Municipal NPDES permit. The purpose of the WQMP is to provide guidance for new development and redevelopment projects within the permit area for selection of BMPs to meet hydromodification management and water quality treatment requirements.

County of San Diego and San Diego County Copermittees, Hydromodification Management Plan (HMP), San Diego, CA

Client Service Manager/Project Manager responsible for $1 million project for developing and implementing San Diego County's HMP to address accelerated erosion from priority development projects. Required by the County's Area-wide Municipal Storm Water Permit, the HMP establishes a range of flow conditions over which post-development flows must be maintained as pre-development levels. The HMP was the first to be approved in Southern California. Also helped update the County's model Standard Urban Storm Water Mitigation Plan (SUSMP) manual. The model SUSMP manual provides guidance on Low Impact Development (LID) and conventional treatment BMPs to meet permit and HMP requirements.

Southern California Water Company, Lower Colorado River Watershed Sanitary Survey, California and Arizona

Project Manager responsible for the watershed study extending from Parker Dam to Imperial Dam in Southern California and Arizona (a watershed of approximately 8,000 square miles). The project, which involved 46 water purveyors, was conducted for compliance with the Surface Water Treatment Rule provision of the Safe Drinking Water Act. Specific tasks included developing detailed watershed and water supply system descriptions, evaluating source water quality, prioritizing contaminant sources and impacts, and developing treatment controls and watershed management practices to address those treatment contaminants.

Adam Piestrzeniewicz
Staff Geologist
Haley & Aldridge

EDUCATION

MS, Geology, University of Cincinnati, 2015

BA, Geology, California State University Fullerton, 2013

40-Hour OSHA Hazardous Waste Operations and Emergency Response Training (29 CFR 1910.120)

Falls for Construction: Focus Four Hazards (29 CFR 1926 Subpart C)

PROFESSIONAL SOCIETIES

South Coast Geological Society; Geological Society of America; American Geophysical Union; Society for Sedimentary Geology; Sierra Club, member

University of Cincinnati Geology Club, Officer

United States Geological Survey, volunteer

PROFESSIONAL EXPERIENCE

Adam Piestrzeniewicz is a geologist with experience in consulting engineering, and focuses his time at Haley & Aldrich serving the Industrial Environmental market. He is skilled in performing and providing oversight for both geotechnical and environmental services including providing oversight for drilling and construction activities, classifying soil types and mapping geology, collecting soil and groundwater samples, gauging groundwater, and implementing Storm Water Prevention Plans (SWPPs).

Additionally, Adam assists with coordinating field activities and preparing professional reports. He has been involved with preparing well completion reports, groundwater monitoring reports, and remediation action plans. He also presents monthly health and safety meetings for the Haley & Aldrich Costa Mesa office.

PROJECT EXPERIENCE

UTC Canoga Park, Canoga Park

Field Geologist responsible for providing oversight and documentation of demolition activities. Will assist in implementing soil management plan, collecting hand auger and bulk soil samples for chemical analyses, mapping extent of soil contamination, observing and documenting remedial soil excavations, and coordinating removal of demolition debris and contaminated soil offsite.

America Center II, Alviso (San Jose), CA

Field Geologist responsible for geotechnical services during pile installation. Geotechnical field services included full-time monitoring and soil logging of pile pre-drilling through a soil capped landfill and into native soil. Additional services included observation and documentation of pile installation and backfill activities.

Northrop Grumman, Canoga Park, CA

Field Geologist responsible for providing oversight of cone penetration tests (CPT) and membrane interface probe (MIP) advancements. Coordinated with site tenants to accommodate drilling activities and documented soil encountered during drilling.

Former Continental Aircraft Maintenance Facility, Los Angeles, CA

Geologist responsible for quarterly groundwater monitoring report preparation. Report preparation included assisting in interpreting newly acquired groundwater gauging and analytical data along with updating report tables, figures, and text.

Baker Ranch, Lake Forest, CA

Field Geologist responsible for geotechnical services during grading activities. Geotechnical field services included oversight of hollow-stem auger drilling, standard penetration testing (SPT) and split-barrel soil sampling, groundwater monitoring well installation, groundwater sampling and gauging, geological mapping, observation and testing of fill, and settlement monument installation and monitoring.

Robert K. Scott, PG, C.Hg., QISP
Senior Associate Hydrogeologist
Haley & Aldridge

EDUCATION

MS, Pennsylvania State University, 1985
BS, Geological sciences, State University of New York, 1982

REGISTRATIONS

2001/ CA: Certified Hydrogeologist (Reg. No. 734)
1992/ CA: Professional Geologist (Reg. No. 5334)
1995/ AZ: Professional Geologist (Reg. No. 29659)
1995/ AZ: UST Consultant (Reg. No. 1218)
2016/CA: Qualified Industrial Stormwater Practitioner

PROFESSIONAL EXPERIENCE

Robert Scott's very diverse environmental background includes site assessment and remediation, environmental compliance, stormwater management and environmental planning and permitting specific to hazardous materials and water resources. He has successfully provided these services to clients in aerospace, manufacturing, power, oil and gas, mining, education, real estate, municipal and other governmental agencies.

PROJECT EXPERIENCE

City of San Diego, Tijuana River Valley Recovery Team-Recovery Strategy

Assisted the Tijuana River Valley Recovery Team (Recovery Team), a group of over 30 stakeholders with the development of a strategy document that described the condition and future proposed for the Valley to address the challenges of cross border deposition of excessive sediment and trash from Mexico. The project was funded through a Cleanup and Abatement Grant with the State Water Resources Control Board (SWRCB). The document addresses four management areas: sediment and trash, storm water (flood control) ecosystems and recreation and education. The document was completed through considerable collaboration of stakeholders through facilitating and organizing workshops.

CalRecycle, Trash, Sediment and Waste Tire Characterization Study, Tijuana River Valley, San Diego, CA

Southern California Work Order Manager under CalRecycle's As-Needed Remediation Contract for two, 3-year contract cycles. One of the projects managed involved completion of a valley-wide study addressing the nature and extent of trash, sediment and waste tires transported by storm water flows from Mexico. This was the first study of its type that required development of survey and characterization protocol to estimate the volumes of trash consistent with CalRecycle's waste categories. Performed drilling and test pit excavation to evaluate the vertical extent of these materials in the subsurface. Chemical analyses were performed to characterize the materials so that beneficial reuse alternatives could be identified. Extensive permitting was required with resource agencies to work in ecologically sensitive areas. This project set the stage for other projects/financial support needed by the Recovery Team.

City of San Diego, TO-40, Nelson Sloan Quarry Restoration, Tijuana River Valley, San Diego, CA

Served as Project Manager for the evaluation of restoring the Nelson Sloan Quarry through the placement of sediment excavated by various stakeholders in the Valley. The project was supported by a grant from the California Coastal Conservancy. It evaluated whether the restoration could be accomplished through conducting a Substantial Conformance Review under the existing CEQA document from 1980. A preliminary

grading and filling plan, a geotechnical desktop study, biological surveys, a restoration plan, construction SWPPP and other documentation was prepared to support the SCR. He also developed a Management and Operations Plan for the quarry as a sediment repository for stakeholders in the Valley as part of the 5-year plan that has been endorsed by the RWQCB.

City of Escondido, Benton Burn Dump Remediation, Escondido, CA

Project Manager responsible for the preparation and implementation of a remedial action at this former burn dump to address SMSs appearing in CCR Title 27 with respect to former landfills. The RAP was prepared at the request of the County Local Enforcement Agency (LEA) so that the affected parties could implement it. The City of Escondido agreed to implement the RAP. Assisted the City by applying for an AB 2136 matching grant that the City received. Prepared the IS/MND for the site that was certified by City Council and conducted permitting with the U.S. Army Corps of Engineers (under Nationwide Permit No. 38), California Department of Fish and Game (Section 1602), and the RWQCB (Section 401 Certification). His team also prepared the grading plans for City approval. He provided construction oversight and documented the activities in a report that was provided to CalRecycle to comply with the grant and to the LEA and RWQCB to comply with the SMSs.

SJS 1&2 Hybrid Solar Facility, Coalinga, CA

Groundwater and hazardous waste lead for the Application for Certification (AFCs). He addressed data requests by the California Energy Commission (CEC) and interveners, and served as an expert at public hearings. Phase I Environmental Site Assessment (ESA) identified recognized environmental conditions (RECs) associated with past agricultural and oil extraction uses. Phase II assessment required close collaboration with the CEC and DTSC for accelerated completion.

City of San Diego, TO-40, Nelson Sloan Quarry Restoration, Tijuana River Valley, San Diego, CA

Served as Project Manager for the evaluation of restoring the Nelson Sloan Quarry through the placement of sediment excavated by various Valley stakeholders. This interdisciplinary project was supported by a California Coastal Conservancy grant that evaluated whether a Substantial Conformance Review could satisfy CEQA for the proposed project.

Kinder Morgan, CalNev Pipeline, CA

Prepared a groundwater monitoring plan for groundwater use associated with the construction of a proposed pipeline corridor from San Bernardino to Las Vegas traversing San Bernardino County and the Mojave Desert. The locations of potential water supply wells and the aquifer characteristics beneath the pipeline corridor were identified.

United Technologies Aerospace Systems (Rohr, Inc.), Chula Vista, CA

Program and Project Manager responsible for providing all environmental consulting services located at an aerospace facility on San Diego Bay. He was responsible recommending an approach for a successful sediment cleanup of a tidal inlet. He conducted environmental permitting necessary for implementing the sediment cleanup.

Tessera Solar LLC, Imperial Valley Solar, Plaster City, CA

Groundwater expert who addressed water supply data requests for the AFC and supplemental filings made to the California Energy Commission. A groundwater availability study was conducted to site and install a test well. It was found that quality and quantity were not adequate and an alternative water supply was needed. A nearby off-site well was considered for temporary water supply. Aquifer testing and evaluations of drawdown demonstrated that the use of water from this well would not result in significant impacts to neighboring wells and water quality in an USEPA-designated Sole Source Aquifer. Although the California Energy Commission (CEC) concurred, it concluded that any groundwater extraction would be a significant impact.

Greg Tonkovich, AICP, INCE

Air Quality, Greenhouse Gas, Noise Impacts

Vista Environmental

EDUCATION

MS, Electrical Engineering, University of Southern California
BS, Planning and Development, University of Southern California

CERTIFICATIONS

American Institute of Certified Planners (AICP)
American Planning Association (APA)
Institute of Noise Control Engineering (INCE)
State of California General 'B' Contractors License

TRAINING

Stays up to date with modeling techniques and regulations through continuing education courses

PROFESSIONAL EXPERIENCE

Greg Tonkovich has over 15 years of environmental consulting experience and over 13 years of air quality and noise analysis experience. He specializes in air quality and noise impact analyses for governmental agencies and the business community and has completed numerous complex air and noise studies that conform to both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements.

Greg's air quality analysis experience includes global climate change analyses and health risk assessments. He is proficient in utilizing CalEEMod, URBEMIS2007, CALINE4, ISCST3, AERMOD, EMFAC2014, and OFFROAD2011 models, in order to quantify emissions impacts as well as to assess the efficacy of proposed mitigation.

Greg is also experienced in noise analyses and is proficient in utilizing FHWA Traffic Noise Model (TNM), FHWA Roadway Construction Noise Model (RCNM), FAA Integrated Noise Model (INM), and SoundPlan. In addition, he has created and implemented a noise program based on the FHWA Standard. Through the use of the above models he is able to efficiently determine noise impacts to nearby sensitive land uses and assess the efficacy of proposed mitigation.

He has successfully run an environmental consulting business for over nine years and has been responsible in managing costs, scheduling, and accounting. Greg has a proven record of preparing air quality and noise impact analyses to successful completion. During his 15 year career he has prepared more than 400 environmental documents with a 100 percent success rate.Greg is experienced in a wide range of project types, including: residential, commercial, industrial, and recreational projects as well as public projects that include specific plans and general plans. He has experience in preparing studies to specific standards and formats such as Caltrans Air Quality and Noise Study Reports and has completed air quality and/or noise analyses in over 150 different local jurisdictions throughout California.

PROJECT EXPERIENCE

Beaumont Plaza Peer Review Project, Beaumont, CA

Peer reviewed the Air Quality, Greenhouse Gas Emissions, and Noise Sections of the Initial Study – Mitigated Negative Declaration for development of a fast food restaurant and a gas station with a convenience store on a 2.3 acre project site. The peer review of the air quality and GHG emissions section included verifying all inputs utilized in the CalEEMod model, verifying that the appropriate SCAQMD methodology and thresholds were utilized. The peer review of the noise section included analyzing the proposed site plan to verify that all potential noise sources were analyzed and verification of all inputs utilized in the FHWA and RCNM noise models. The peer review consisted of two rounds of comments, with the second round to ensure that appropriate revisions were made after the first round of comments.

Monroe Storm Drain, Stage 4 Project, Riverside, CA

Principal. Greg prepared an air quality and greenhouse gas analysis for Riverside County Flood Control and Water Conservation District that analyzed the removal of an exposed trapezoidal channel and construction of 2,070 feet of reinforced concrete box (RCB) channel. The air quality analysis utilized CalEEMod to analyze the project's regional criteria pollutant and GHG emissions and SCAQMD's Mass Rate LST Look-up Tables to analyze the project's local criteria pollutant impacts from construction activities. The analysis found that less than significant air quality and GHG emissions impacts would occur from construction of the proposed project.

North Norco Channel Line NB, Stage 3 Project, City of Norco, CA

Vista Environmental prepared an Air Quality and Greenhouse Gas Technical Memorandum and Noise Technical Memorandum for channel improvements to an existing 1,750-foot long channel located along the westerly extension of Gallop Way, east of Interstate 15. The air quality and GHG memo addressed each of the CEQA checklist questions for air quality and GHG emissions through calculating the project's regional construction and operational air and GHG emissions with the CalEEMod model and utilized SCAQMD's Mass Rate LST Look-up Tables to analyze the project's local criteria pollutant impacts from construction activities. The analysis found that construction and operational activities would create less than significant air quality and GHG emissions impacts. The noise memo addressed each of the CEQA questions for noise and vibration through obtaining of noise measurements in the project vicinity to document existing conditions, utilization of the FHWA's RCNM model to analyze the noise impacts from construction activities and provided a determination if the project would comply with the local noise ordinance. No significant construction or operational noise or vibration impacts were found.

Devil's Gate Reservoir Sediment Removal and Management Project, Pasadena, CA

Prepared a health risk assessment (HRA) and noise impact analysis for the removal of approximately 2.9 million cubic yards of sediment plus a maintenance plan that would include the annual removal of 13,000 cubic yards of sediment. The HRA utilized emission rates calculated from the EMFAC2011 model and AERMOD View to calculate the diesel particulate matter (DPM) concentrations from four construction alternatives and operations at the nearby sensitive receptors. No significant construction or operational health risks were found. The noise analysis utilized the FHWA's RCNM model to analyze the noise impacts from onsite construction activities and utilized the FHWA RD-77-108 model to analyze the noise impacts associated with the haul trucks on the roads to the sediment depository locations. The analysis found that a significant noise impact may occur due to the differing jurisdictions allowable construction times and the analysis provided mitigation limiting the time construction activities may occur. The analysis also found that a significant vibration impact may occur and provided mitigation that limited the type of equipment that can operate within 180 feet of an offsite structure. With incorporation of the proposed mitigation all noise and vibration impacts were reduced to less than significant levels.

Coachella Valley Compost Facility Expansion Project, Riverside County, CA

Principal. Greg prepared an air quality, global climate change and health risk assessment impact analysis for the expansion of the existing compost facility permitted tonnage of organic feedstock from 250 to 785 tons per day, increase liquids from 12,500 to 96,000 gallons per day and addition of construction/demolition sorting facility. The air quality analysis utilized the CalEEMod model to analyze the regional construction and operational air emissions from the proposed off-road equipment and additional proposed project and utilized various compost emissions studies to calculate the VOC emissions created from the expansion of the composting operations. The analysis found less than significant regional and local air quality impacts would occur from the proposed project, with the implementation of standard dust control practices. The diesel emissions health risk assessment analyzed the distances to the nearby receptors and identified were out of the range of potential health risk impacts.

Rawad Hani, PE, TE, PTP, PTOE

Transportation Project Manager
Transpo Group

EDUCATION

American University of Beirut: Bachelor of Civil Engineering &
Masters of Civil Engineering
University of California, Irvine: Public Policy Making Certification

PROFESSIONAL REGISTRATIONS

Professional Civil Engineer, CA (# 83730)
Professional Traffic Engineer – CA (# 2817)

CERTIFICATIONS

Professional Traffic Operations Engineer (PTOE)
Professional Transportation Planner (PTP)

PROFESSIONAL EXPERIENCE

Rawad Hani is an experienced transportation planner and engineer. He specializes in traffic engineering, travel demand modeling, and parking analysis. Rawad has managed transportation engineering and planning projects in the US and internationally where he advised public, private, and institutional clients.

His recent experience includes traffic and parking studies for Santa Monica – Malibu Unified School District, traffic impact and fire evacuation analysis for West Hills Crest in Los Angeles County, transit station area planning for the Eco-rapid transit, bicycle design along Pacific Coast Highway in Newport Beach, as well as various multi-modal transportation and parking projects across Southern California.

Rawad understands the importance of striking the right balance between engineering (mobility and safety) and planning (livability and sustainability) considerations. He has worked on context-sensitive design projects and has helped planning and transportation agencies achieve effective solutions.

PROJECT EXPERIENCE

Examples of Project Work include:

- Festival at Moreno Valley Traffic Impact Study, Moreno Valley, CA
- Thompson Village Traffic Impact Study, Riverside County, CA
- LA County Sanitation District Traffic Impact Analysis, Carson, CA
- Santa Monica Malibu USD Traffic Impact Study, Santa Monica, CA
- San Diego USD Traffic Impact Studies, San Diego, CA
- West Hollywood Parking Studies, West Hollywood, CA
- Downtown Temple City Parking Study Update, Temple City
- NELA Plaza Traffic Analysis, Los Angeles, CA
- Commercial Load Zone Analysis of Old Pasadena, CA
- Commercentre Drive Residential Development, Lake Forest, CA
- Government Center Master Plan, San Bernardino County, CA
- Livable South Downtown Programmatic EIS, Seattle, WA
- Artesia Blvd Signal Synchronization Peer Review, Buena Park, CA
- Vroman's Parking Lot Design, Pasadena, CA
- Victorville Parking Simulation, Victorville, CA
- Fallbrook Shopping Center Lighting and Utility Relocations, Los Angeles, CA
- Chapman University Connectivity Analysis, Orange, CA

Santa Ana Glendale San Diego El Centro

9620 CHESAPEAKE DRIVE
SUITE 202
SAN DIEGO, CA 92123

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CA DGS CERTIFIED SBE CGI

AN EMPLOYEE-OWNED COMPANY ESOP CGI

CPUC CERTIFIED WMBE CGI

www.chambersgroupinc.com

EXHIBIT "B"

PROPOSAL

Website:
www.ci.beaumont.ca.us

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposals for On-Call Environmental Services

Proposals Due By:
12:00 pm
May 23, 2018

Contact:
Rebecca Deming
Community Development Director
rdeming@ci.beaumont.ca.us
951-769-8518

RFP Available Online:
www.publicpurchase.com

Introduction

The City of Beaumont ("City") Community Development Department requests written responses to a Request for Proposal (RFP) for selection of a qualified firm ("Consultant") to provide On-Call environmental Services on behalf of the City's Planning Department.

The Consultant will be responsible for the preparation of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. The Consultant must be willing to work collaboratively with, and manage the work of, other members of the environmental analysis team.

The purpose of this RFP is to solicit and select a firm to provide Consultant services to augment City staff as it relates to CEQA, including review of submitted documents for private developments and assisting with the AB 52 consultation process. Under the direction of the City's Community Development Director, the Consultant will serve as a coordinator and will provide the range of expertise necessary to carry out the normal functions of CEQA.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services, including providing customer service, to the City. The City will, based on qualifications presented in response to this RFP, select the firm(s) best able to provide environmental consulting services for upcoming private and City initiated projects.

Background

Founded at the turn of the 20th century, Beaumont is proud of its rich history and rural charm. The town served as a welcome "stopping-off point" for early travelers making their way from the Mohave desert to Los Angeles, and later for L.A. residents eager to vacation in Palm Springs. Some, however, set down roots, drawn by the beautiful mountain vistas; clean, crisp air; and the abundance of cherry and apple orchards. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

Beaumont provides the very best of rustic, rural beauty and charm, combined with the planned growth, abundant recreational opportunities, and rich community life offered by the finest Southern California cities. The progressive city of over 45,000 people, sits at 2,612 feet in elevation between Riverside and Palm Springs in the Inland Empire. The city contains 16 city parks, including a 20-acre sports park and a municipal pool, as well as an extensive trails

system. The Beaumont School District, with 10 schools, has an outstanding reputation, and it ranks highly in the Pass Area. The city is rounded out with various local service clubs, a new state of the art community recreation center, a library, two four-star golf courses, and multiple churches.

The City interacts with numerous other government agencies, including but not limited to the California Department of Parks and Recreation, the California Department of Transportation, the County of Riverside, and the Santa Ana Regional Water Quality Control Board.

The City Government

The Beaumont City Council is comprised of five Council members, each sharing equal voting powers on all items coming before the Council. Council members are elected to at-large positions for four-year terms, with elections held in November of even-numbered years. The City Council meets annually to select one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one year but no more than two consecutive years.

The City Council provides legislative and policy direction to the City Manager, who implements their decisions to direct the activities of the City. The City Council responds to issues and concerns of the community by allocating resources, developing policies, and formulating strategies that support the vitality and economic viability of the City. All of their decisions must be made at public meetings.

The City Council appoints the City Manager and City Attorney and members of all advisory boards, commissions, and committees. The City Council also serves as the Board of Directors for the Beaumont Financing Authority, Beaumont Utility Authority, Beaumont Conservation Authority, and Beaumont Successor Agency.

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Beaumont ("City") follows CEQA Guidelines (California Code of Regulations – Title 14, Chapter 3) as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) may be required for potential future projects. Due to the potential for project schedules to overlap, the City may ask several firms to provide consulting services and the firm(s) may subsequently be asked to provide written proposals for more than one project. The selected consultant(s) may be asked to provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA and NEPA. Typical environmental impacts which will need to be assessed include but are not limited to:

Aesthetics	Agricultural Resources
Air Quality	Biological Resources
Climate Change/Global Warming	Cultural Resources
Geology and Soils	Hazards and Hazardous Materials
Hydrology and Water Quality	Land Use and Planning
Mineral Resources	Noise
Population and Housing	Public Services
Recreation	Transportation/Traffic
Tribal Cultural Resources	Utilities and Service Systems

The selected consulting firm must be prepared to effectively address the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

C. Demonstrate the depth and breadth of the firm to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

D. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

E. Subconsultants may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants, particularly with respect to traffic reports, and not permit the use of subconsultants that have not been approved.

F. Consultant will aid the City with general information and departmental assistance when needed in addition to providing review services.

Tentative Timeline

TIMELINE	DATE
Request for Proposals Released	April 13, 2018
Last Day to Submit Questions for Clarification	May 2, 2018 @ 5:00 pm
City's Responses to Questions Due to Vendors	May 9, 2018

Deadline for Submission of Proposals	May 23, 2018 @ 12:00 pm
Consultant Interviews	Week of June 18, 2018
City Council to Award Agreement	July 17, 2018 Council Meeting

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit A).

Proposal Format

Firms are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise and provide "layman" explanations of technical terms that are used.

Proposals must be presented in a format and order that corresponds to the numbering and lettering contained herein with minimal reference to supporting documentation so that proposals can be accurately compared. All proposals shall include the following:

A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, email, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).

C. The Firm's Approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other

jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks. Include a copy of firms residential and non-residential plan check correction lists.

D. Firm Profile: Provide a description of the firm, including number of professional personnel, taxpayer identification number, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.

E. Location of principal office that will be responsible for the implementation of this contract.

F. Resume of the Lead Consultant.

G. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.

H. References: Three (3) to five (5) references for similar services within the last three (3) years, which include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.

I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.

J. Cost: Cost proposal (including hourly rate) shall be submitted.

K. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice. Please include your firm's success in securing funding as well as other meaningful outcomes related to the proposed scope of services.

L. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

Six (6) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 12:00pm, Wednesday, May 23, 2018. Postmarks and faxes are

not acceptable. Proposal must be titled "RFP for On-Call Environmental Services." Proposals and questions regarding this RFP shall be directed in writing to:

Rebecca Deming
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 25 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

***DUE DATE FOR QUESTIONS IS Wednesday, May 2, 2018, AT 5:00pm.**

All questions shall be submitted on PublicPurchase.com. Answers will be posted on the same website to allow all users to review the City's responses to all questions within one week of the question due date.

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any entity submitting a proposal, extend deadlines, and/or request additional information. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any

proposal received before entering into final contract.

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for three years, with extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City's needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	5
Demonstrated Professional Skill and Credentials	5
Related Experience	20
Quality of Proposal	10
Approach to Performing this Type of Service	10
Familiarity with City, County, and State Procedures	10
References/Satisfaction of previous clients	20
Costs of Services	20
Total	**100**

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City's adopted procedures. The City reserves the right to reject any and all proposals.

Exhibits

A. Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 17th day of July, 2018, by and between the CITY OF BEAUMONT ("CITY"), a general law city, whose address is 550 E. 6th Street, Beaumont, California 92223 and Placeworks whose address is 750 B Street, Suite 1620, San Diego, CA 92101 ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. On April 13, 2018, the City publicized a Request for Proposals ("RFP") for certain professional services, a copy of which is attached hereto as Exhibit "A":

B. CONTRACTOR has submitted a Proposal in response to the RFPs, a copy of which is attached hereto as Exhibit "B";

C. CITY duly selected the Proposal in response to the RFP and desires to engage CONTRACTOR to provide the services, as further described in the RFP;

D. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties in a written amendment to this Agreement with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: On-Call environmental services and any other services which the City may request in writing from time to time. All Services shall be performed in the manner and according to the timeframe set forth in the RFP and Proposal. CONTRACTOR designates Mark Teague as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole

cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed amount to be determined as needed without approval by the City Council of CITY.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized in this Agreement unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or the RFP, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement and the RFP shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the

Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required ___; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the negligent performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, reasonable actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the negligent performance of this Agreement. CONTRACTOR's obligation to

defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers'

compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in

writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either

directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Mayor

CONTRACTOR:

_____

By: Placeworks

Print Name: William Halligan, Esq

Title: Principal, Environmental Services

EXHIBIT "A"

Request for Proposals

Website:
www.ci.beaumont.ca.us

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposals for On-Call Environmental Services

Proposals Due By:
12:00 pm
May 23, 2018

Contact:
Rebecca Deming
Community Development Director
rdeming@ci.beaumont.ca.us
951-769-8518

RFP Available Online:
www.publicpurchase.com

Introduction

The City of Beaumont ("City") Community Development Department requests written responses to a Request for Proposal (RFP) for selection of a qualified firm ("Consultant") to provide On-Call environmental Services on behalf of the City's Planning Department.

The Consultant will be responsible for the preparation of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. The Consultant must be willing to work collaboratively with, and manage the work of, other members of the environmental analysis team.

The purpose of this RFP is to solicit and select a firm to provide Consultant services to augment City staff as it relates to CEQA, including review of submitted documents for private developments and assisting with the AB 52 consultation process. Under the direction of the City's Community Development Director, the Consultant will serve as a coordinator and will provide the range of expertise necessary to carry out the normal functions of CEQA.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services, including providing customer service, to the City. The City will, based on qualifications presented in response to this RFP, select the firm(s) best able to provide environmental consulting services for upcoming private and City initiated projects.

Background

Founded at the turn of the 20th century, Beaumont is proud of its rich history and rural charm. The town served as a welcome "stopping-off point" for early travelers making their way from the Mohave desert to Los Angeles, and later for L.A. residents eager to vacation in Palm Springs. Some, however, set down roots, drawn by the beautiful mountain vistas; clean, crisp air; and the abundance of cherry and apple orchards. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

Beaumont provides the very best of rustic, rural beauty and charm, combined with the planned growth, abundant recreational opportunities, and rich community life offered by the finest Southern California cities. The progressive city of over 45,000 people, sits at 2,612 feet in elevation between Riverside and Palm Springs in the Inland Empire. The city contains 16 city parks, including a 20-acre sports park and a municipal pool, as well as an extensive trails

system. The Beaumont School District, with 10 schools, has an outstanding reputation, and it ranks highly in the Pass Area. The city is rounded out with various local service clubs, a new state of the art community recreation center, a library, two four-star golf courses, and multiple churches.

The City interacts with numerous other government agencies, including but not limited to the California Department of Parks and Recreation, the California Department of Transportation, the County of Riverside, and the Santa Ana Regional Water Quality Control Board.

The City Government

The Beaumont City Council is comprised of five Council members, each sharing equal voting powers on all items coming before the Council. Council members are elected to at-large positions for four-year terms, with elections held in November of even-numbered years. The City Council meets annually to select one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one year but no more than two consecutive years.

The City Council provides legislative and policy direction to the City Manager, who implements their decisions to direct the activities of the City. The City Council responds to issues and concerns of the community by allocating resources, developing policies, and formulating strategies that support the vitality and economic viability of the City. All of their decisions must be made at public meetings.

The City Council appoints the City Manager and City Attorney and members of all advisory boards, commissions, and committees. The City Council also serves as the Board of Directors for the Beaumont Financing Authority, Beaumont Utility Authority, Beaumont Conservation Authority, and Beaumont Successor Agency.

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Beaumont ("City") follows CEQA Guidelines (California Code of Regulations – Title 14, Chapter 3) as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) may be required for potential future projects. Due to the potential for project schedules to overlap, the City may ask several firms to provide consulting services and the firm(s) may subsequently be asked to provide written proposals for more than one project. The selected consultant(s) may be asked to provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA and NEPA. Typical environmental impacts which will need to be assessed include but are not limited to:

Aesthetics	Agricultural Resources
Air Quality	Biological Resources
Climate Change/Global Warming	Cultural Resources
Geology and Soils	Hazards and Hazardous Materials
Hydrology and Water Quality	Land Use and Planning
Mineral Resources	Noise
Population and Housing	Public Services
Recreation	Transportation/Traffic
Tribal Cultural Resources	Utilities and Service Systems

The selected consulting firm must be prepared to effectively address the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

C. Demonstrate the depth and breadth of the firm to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

D. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

E. Subconsultants may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants, particularly with respect to traffic reports, and not permit the use of subconsultants that have not been approved.

F. Consultant will aid the City with general information and departmental assistance when needed in addition to providing review services.

Tentative Timeline

TIMELINE	DATE
Request for Proposals Released	April 13, 2018
Last Day to Submit Questions for Clarification	May 2, 2018 @ 5:00 pm
City's Responses to Questions Due to Vendors	May 9, 2018

Deadline for Submission of Proposals	May 23, 2018 @ 12:00 pm
Consultant Interviews	Week of June 18, 2018
City Council to Award Agreement	July 17, 2018 Council Meeting

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit A).

Proposal Format

Firms are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise and provide "layman" explanations of technical terms that are used.

Proposals must be presented in a format and order that corresponds to the numbering and lettering contained herein with minimal reference to supporting documentation so that proposals can be accurately compared. All proposals shall include the following:

A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, email, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).

C. The Firm's Approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other

jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks. Include a copy of firms residential and non-residential plan check correction lists.

D. Firm Profile: Provide a description of the firm, including number of professional personnel, taxpayer identification number, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.

E. Location of principal office that will be responsible for the implementation of this contract.

F. Resume of the Lead Consultant.

G. Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.

H. References: Three (3) to five (5) references for similar services within the last three (3) years, which include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.

I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.

J. Cost: Cost proposal (including hourly rate) shall be submitted.

K. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice. Please include your firm's success in securing funding as well as other meaningful outcomes related to the proposed scope of services.

L. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

Six (6) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 12:00pm, Wednesday, May 23, 2018. Postmarks and faxes are

not acceptable. Proposal must be titled "RFP for On-Call Environmental Services." Proposals and questions regarding this RFP shall be directed in writing to:

Rebecca Deming
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 25 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

***DUE DATE FOR QUESTIONS IS Wednesday, May 2, 2018, AT 5:00pm.**

All questions shall be submitted on PublicPurchase.com. Answers will be posted on the same website to allow all users to review the City's responses to all questions within one week of the question due date.

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any entity submitting a proposal, extend deadlines, and/or request additional information. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any

proposal received before entering into final contract.

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for three years, with extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City's needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	5
Demonstrated Professional Skill and Credentials	5
Related Experience	20
Quality of Proposal	10
Approach to Performing this Type of Service	10
Familiarity with City, County, and State Procedures	10
References/Satisfaction of previous clients	20
Costs of Services	20
Total	**100**

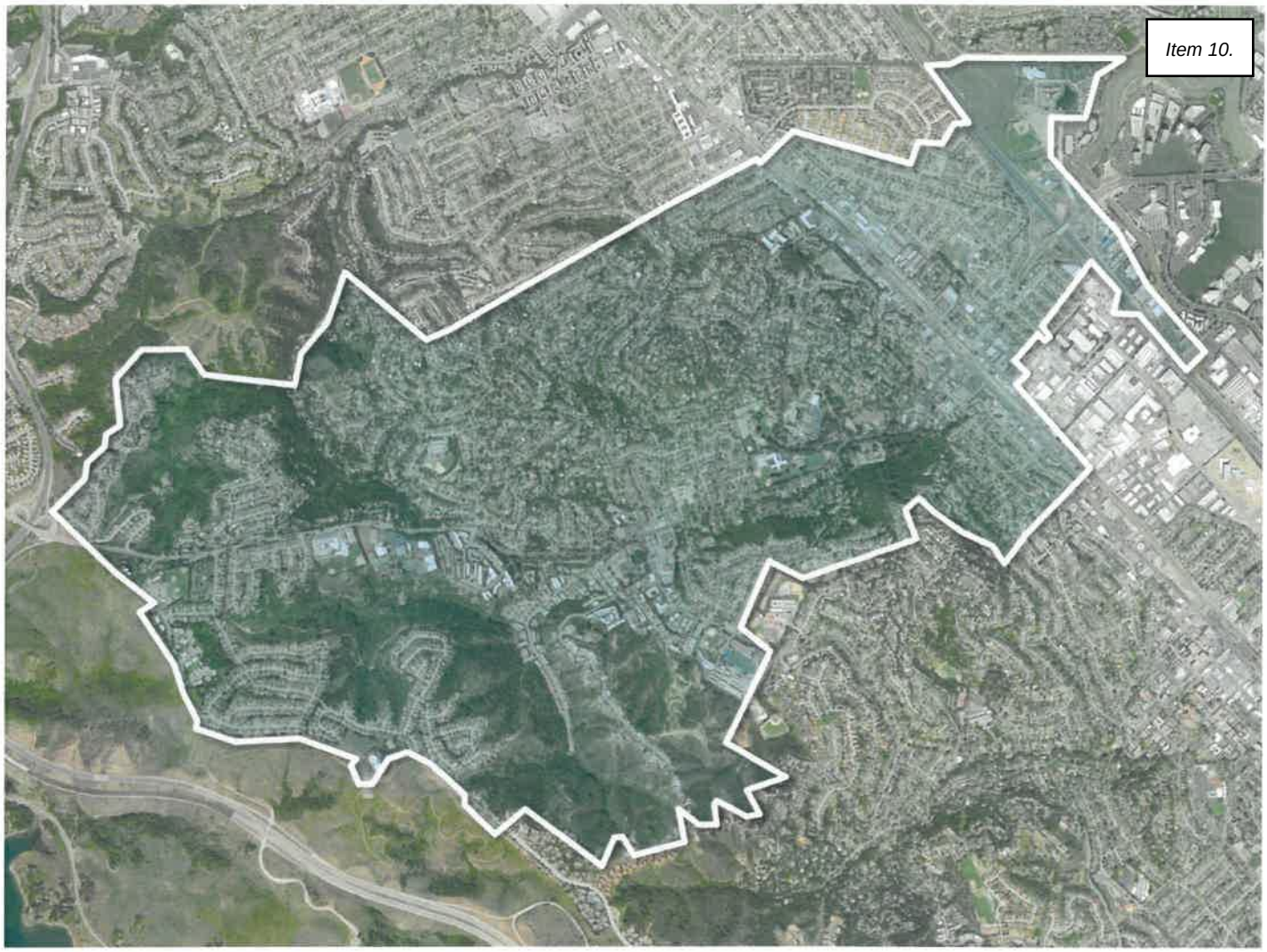
The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City's adopted procedures. The City reserves the right to reject any and all proposals.

Exhibits

A. Sample Professional Services Agreement

EXHIBIT "B"

PROPOSAL



Statement of Qualifications for On-Call Environmental Services

CITY OF BEAUMONT | MAY 23, 2018

PLACEWORKS

PLACEWORKS

A. Cover Letter

May 21, 2018

Ms. Rebecca Deming
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Statement of Qualifications for On-Call Environmental Services

Dear Ms. Deming:

The easy projects seem to have long since been approved and developed, and the regulatory environment continues to get more complex and time consuming. Simply keeping track of the changes in CEQA, court decisions, and new environmental issues can be overwhelming. PlaceWorks' team of environmental and technical experts is ready to assist the City in navigating the entitlement and environmental process. We work with municipalities and influential community groups to stay current on environmental issues and address community concerns through outreach, documentation, and compliance. We recognize that each jurisdiction and each project has a unique set of constraints and opportunities that must be addressed, along with a legally defensible environmental process that is uniquely tailored to the expectations of each community.

For over 40 years, PlaceWorks, a California S-Corporation, has been providing comprehensive environmental services (CEQA/NEPA), including technical expertise for air quality/greenhouse gases, noise and vibration, hydrology/water quality, transportation/traffic, geotechnical, shade/shadow, and environmental site assessment. Since our firm also provides planning and land planning services, we have the in-house specialists to support review of preliminary technical and feasibility studies, land use planning/policy/entitlement issues, and physical land planning analysis. Our environmental staff includes two in-house attorneys who are available to advise on CEQA legal issues.

Since this work effort will include preparation of environmental documents, we have assembled a team that can prepare any level of CEQA/NEPA document required. Alden Environmental will address any biological issues, IBI Group will cover transportation issues, and Cogstone will provide cultural resources services. PlaceWorks will coordinate and prepare all other environmental documentation.

PlaceWorks understands that each project is unique—in both its physical and political context—and we have the experience and skills to identify when projects may be subject to CEQA and/or NEPA. We apply creative, out-of-the-box thinking rather than a standard, one-size-fits-all approach. We know the right questions to ask to identify the right CEQA, NEPA, or joint CEQA/NEPA documentation and process. Our first course of action is always to determine

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whether any categorical exclusions (NEPA) or categorical exemptions (CEQA) apply to the project. Taking advantage of exclusions and exemptions helps us optimize efficiency and reduce redundancy while ensuring legal defensibility. If no exclusions or exemptions apply, our next step is to determine whether an individual or joint CEQA/NEPA document would be required. If a joint document is required, we have the experience to know how best to scope our work to provide the required analysis under both CEQA and NEPA without redundancy or overkill.

The staff summaries in this submittal highlight the key individuals we propose to work on City of Beaumont's environmental projects. **William Halligan, Esq.**, is proposed as overall Principal-in-Charge, and **Mark Teague, AICP**, will serve as Project Manager. Their contact information is provided below. Additionally, the full breadth of our environmental planners and air quality/GHG, noise, traffic, site assessment, and visual analysis specialists (as detailed in this submittal) will be available to work on future Beaumont projects.

William Halligan, Esq. | Principal-in-Charge
3 MacArthur Place, Suite 1100
714.966.9220 x 2348
whalligan@placeworks.com

Mark Teague, AICP | Day-to-Day Project Manager
750 B Street, Suite 1620
619.299.2700 x 2606
mteague@placeworks.com

We understand the significance of this effort and look forward to discussing our proposal with you in greater detail. This proposal is valid for 90 days from the date of this submittal. As a Principal, Bill Halligan is authorized to bind the team to the contents of this submittal and to negotiate projects on behalf of the firm. Should you have any questions about the enclosed qualifications, please contact either of the undersigned.

Respectfully submitted,

PLACEWORKS

William Halligan, Esq.
Principal, Environmental Services

Mark Teague, AICP
Associate Principal

PLACEWORKS

Statement of Qualifications for On-Call Environmental Services

CITY OF BEAUMONT | MAY 23, 2018

SUBMITTED TO:

CITY OF BEAUMONT
Community Development
Rebecca Deming
Community Development Director
550 E. 6th Street
Beaumont CA 92223

SUBMITTED BY:

PLACEWORKS
Mark Teague, AICP
Associate Principal
750 B Street, Suite 1620
San Diego CA 92101
619.299.2700 | mteague@placeworks.com

WITH:

IBI GROUP
COGSTONE RESOURCE MANAGEMENT
ALDEN ENVIRONMENTAL

Contents

A. COVER LETTER 1

B. INTRODUCTION/INFORMATION 3

Project Understanding 3

Primary Contact 3

Subconsultants 3

C. FIRM'S APPROACH 5

D. FIRM PROFILE 7

Who We Are 7

Office Locations 9

E. LOCATION 9

F. RESUME OF LEAD CONSULTANT 9

G. KEY PERSONNEL 9

H. REFERENCES 15

I. SCOPE OF SERVICES 19

CEQA/NEPA Compliance 19

Project Approach 20

J. COST 24

K. ANY OTHER INFORMATION 25

L. INSURANCE 25

APPENDIX: KEY PERSONNEL RESUMES

B. Introduction/Information

PlaceWorks' method to accomplish the work is based on our substantial experience with similar projects throughout California and locally. The work anticipated from this on-call perfectly aligns with our firm's core practice of planning and environmental documentation. Further, our team has been carefully selected to bring the best local and regional experts with local experience to help you successfully meet the goals of each project.

While this scope and response for qualifications focuses on the highly skilled PlaceWorks' environmental team, as a firm we provide all types of public agency and private development planning. Our experience in community planning ensures that our environmental analysis is concise, adequate, and sensible. We understand that the environmental process is essential but is not the purpose of the project.

PROJECT UNDERSTANDING

The City needs an environmental consultant that they can call to answer questions on CEQA or NEPA and, if necessary, prepare the requisite documents. The consultant needs to understand how a city functions, including tight agenda deadlines to presentations before the public. The consultant must be able to function at all levels as a member of the city team. The environmental consultant also needs to be able to peer-review environmental documents prepared by others and work with applicants and other consultants to ensure compliance with CEQA and NEPA. Most of all, the consultant needs to bring viable solutions to the table and help the city consider all options before moving forward.

PRIMARY CONTACT

For any additional information please contact:

Mark Teague, AICP | PlaceWorks, Inc.
750 B Street, Suite 1620 | San Diego, CA 92101
619.299.2700 x2606 | 714.966.9221 (fax) | mteague@placeworks.com

SUBCONSULTANTS

To complement our CEQA team, PlaceWorks regularly employs subconsultants for specialized technical studies. In this submittal, we have provided qualifications for subconsultants we regularly work with in traffic, cultural resources, and biological resources. We will also be pleased to work with any subconsultants preferred by the City. Chances are that we have previously worked with most of them.

IBI GROUP - TRAFFIC/TRANSPORTATION

Contact: William Delo, AICP | 18401 Von Karman Ave., Suite 110, Irvine, CA 92612 | 949.833.5588, 949.833.5511 (fax) | bdelo@ibigroup.com

IBI Group (EIN: 95-3268721) is a leading international, multidisciplinary provider of a broad range of professional services focused on the physical development of cities since 1974. Their expertise spans urban design and transportation planning, building and landscape architecture, engineering, transportation system solutions, active transportation planning, communications networks, and software development. They have organized these services into three streams—Intelligence, Buildings and Infrastructure—to ensure a holistic approach to creating innovative, responsive, and intelligent

solutions for their clients in both the public and private sectors. IBI Group has grown both from within and through strategic acquisitions. Today they have 63 offices around the world that employ more than 2,600 professionals and support staff. More than 300 of their staff architects, planners, designers, and engineers are LEED accredited. IBI Group's approach to any project balances the three pillars of sustainability—the social, environmental, and economic spheres of influence.

IBI Group is known for its industry-leading practice in end-to-end design, management, and operational support, which includes traffic impact analyses, intelligent transportation systems, and parking management studies. They have a long track record of working with jurisdictions across southern California to develop effective solutions for a wide variety of transportation planning, traffic engineering, circulation, and parking improvement projects. Their key specializations include regional and local travel demand modeling, strategic planning and design-making policy with key stakeholders, construction and traffic management, signing and striping, traffic impact analysis, access design, VMT analysis, at-grade rail crossing evaluations, parking management plans, geographical information systems, and traffic signal timing and design.

COGSTONE RESOURCE MANAGEMENT - CULTURAL RESOURCES

Contact: Sherri Gust, RPA | 1518 W. Taft Ave., Orange, CA 92865 | 714.974.8300, 714.974.8303 (fax) | sgust@cogstone.com

Cogstone Resource Management Inc. (Cogstone) is a California corporation (EIN: 33-0963691) formed in April 2001. Cogstone's main office is in Orange, California, with satellite offices in Riverside, San Diego, Morro Bay, and San Francisco. Specializing in paleontology, archaeology, and history, Cogstone serves both public- and private-sector clients throughout California. For 17 years, Cogstone has provided quality environmental services to assist clients in meeting project compliance requirements for federal, state, and local regulations, including CEQA, NEPA, Section 106 of the NHPA, NAGPRA, SB 18, AB 52, and others. Cogstone recognizes the importance of producing thorough and defensible work products that stand up to both industry review and legal challenge. This includes every facet of the cultural resource management process, from initial review and client consultations, through implementation of mitigation programs during construction, to reporting and public outreach. Cogstone holds statewide BLM cultural permits, and the qualifications of our 30 professional personnel are well recognized.

ALDEN ENVIRONMENTAL - BIOLOGICAL RESOURCES

Contact: Greg Mason | 3245 University Ave, #1188, San Diego, CA 92104 | 619.284.3815 | gmason@aldenenv.com

Alden Environmental, Inc. (EIN: 45-3639966) is an environmental consulting firm, incorporated in 2011, serving the southern California market. Its primary services include biological surveys, habitat restoration, CEQA/NEPA support, environmental compliance monitoring, jurisdictional delineations, agency coordination, natural resource planning, and aquatic resources permitting. Alden Principal and Senior Biologist Greg Mason has over 20 years of environmental consulting experience with hundreds of projects throughout San Diego, Riverside, San Bernardino, Orange, Los Angeles, and Imperial counties.

C. Firm's Approach

PlaceWorks' method to accomplish the work is based on our substantial experience with similar projects throughout California and locally. The work anticipated from this on-call perfectly aligns with our firm's core practice of planning and environmental documentation. Further, our team has been carefully crafted to bring the best local and regional experts with local experience to help you successfully meet the goals of each project.

COMMUNICATION

In this role we will function as an extension of City staff, and to be useful we need to be available. While we will schedule bi-weekly calls when we have an active task order, we will also ensure you have our contact information so that you can ask questions as they arise. Ongoing communication and responsiveness is critical for every project. Mark will be your point of contact and will be accountable for each project that may be underway with a focus on the scope, schedule, and budget to ensure a successful project.

Our offices in Ontario are close by, so we can attend impromptu meetings such as design review, staff discussion, or meetings with applicants and the City. Of course, we use technology such as email, FaceTime, Skype, texting, DropBox, FTP sites, etc., to transfer data and get you the information you need, but to truly communicate we will call or drop by to see you. We want you to call and ask questions. We want PlaceWorks to be your resource for planning.

For communication with the public, PlaceWorks has an award winning public outreach team that we can tap as needed for any project. Our planners know how to conduct themselves as representatives of the City in the public arena and appreciate the vital role planning plays in providing information to the public. When we work for an agency, we represent the goals and aspirations of that agency and help City staff to be the voice of the community. Our role is to support staff.

MANAGEMENT APPROACH

Our approach to successful management starts with the right project manager. Mark Teague will be the overall project manager for the City of Beaumont contract, bringing with him the breadth of experience with similar projects as required for this on-call. He will be supported by Senior Planner Robert Kain, Associate Planner Michael Milroy, and all PlaceWorks staff.

QUALITY CONTROL

PlaceWorks has established a number of quality control and quality assurance procedures and protocols to ensure accuracy in our documents. We implement a tracking form that needs to be signed off for each stage of document review and production. Environmental documents cannot be reproduced until this form is signed by the project manager and project director. All documents are submitted to the firm's document processing center for standardized formatting and systematic checks. A technical editor reviews it for consistency, readability, grammar, and graphics or typographical errors. The project director reviews technical content and general format before it is sent back to the project manager.

Our reproduction staff produces and assembles documents in-house to ensure a higher level of quality control and reduced costs to our clients. After all revisions have been made and the final formatting completed, the document is printed, and the editor inspects it page by page to ensure that no pages or figures are missing and that formatting is consistent. Production staff makes the required number

of copies and delivers them to the project manager, who has the ultimate responsibility for the quality of the document and ensuring that the environmental review process and the environmental documents satisfy the statutes and guidelines of CEQA and NEPA.

Defensibility

Project opponents often use challenges to the environmental documentation and/or process to delay or kill a project. It is our responsibility to ensure that projects are not hindered because of successful challenges to CEQA and/or NEPA compliance. Review of all documentation by our senior staff and directors is built into our process, as described under Quality Control. Moreover, PlaceWorks is diligent in staff education so that our environmental staff stay apprised of constantly updated environmental requirements and statutes. We have two in-house environmental attorneys, one of whom, Bill Halligan, Esq., is the current Chair of AEP's legislative committee.

Schedule Adherence

Project schedules will be prepared for each task order at the level of detail deemed necessary for project tracking and schedule adherence. We will work with staff to meet individual project objectives. If requested, we can prepare MS Project schedules for each project that clearly highlight the critical path for a project and facilitate easy sharing and updating by individual task. Additionally, detailed subtasks can be "collapsed" to generate less-detailed project schedules for personnel or decision makers who may not need or be interested in the minutiae of the project schedule and management.

Cost Control

Intrinsic to project efficiency and cost control are: appropriate staffing; schedule management and adherence; and accurate budget planning, tracking, reporting, and invoicing procedures. Costs are controlled when a project is completed efficiently and rework is not required.

D. Firm Profile

WHO WE ARE

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. We bring together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work on is distinctly different, so is our thinking about it.

PlaceWorks, a California S-Corporation (Tax ID: 95.2975827), is one of the West's most eminent planning, design, and environmental consulting firms, with approximately 120 employees in five offices. Formerly known as The Planning Center, PlaceWorks celebrates its 43rd anniversary later this year.

We have four decades of experience in environmental planning and science, with a long-term perspective and technical expertise in shaping responses to the dynamic state and federal regulatory environment. We have handled projects of every size and type and can provide environmental services for virtually any project. Our reputation is built on our consistent production of effective and defensible environmental documents.

PlaceWorks has completed hundreds of environmental documents and risk analyses. Our dedicated in-house team consists of project managers, environmental planners and scientists, licensed engineers, environmental assessors, registered geologists, designers, economists, transportation planners, attorneys, and air quality/GHG and noise modeling experts.

PlaceWorks stays current with ever-changing state requirements, amendments to these requirements, and court interpretations so we can navigate the complexities of environmental planning, avoid pitfalls, and expedite approvals in a cost-efficient manner. The breadth of our environmental consulting services is shown in the following list.

PLACEWORKS SERVICES

Environmental Services
- CEQA/NEPA Documentation
- Third-Party Review
- Technical Studies, including Air Quality and GHG, Noise, Traffic, Shade & Shadow
- Climate Action Planning
- Site Investigation
- Remedial Engineering Design
- Health Risk Assessment
- Regulatory Compliance

Community Planning
- Comprehensive Planning, including General Plans, Specific Plans
- Transit-Oriented Development Planning
- Corridor Planning
- Infill Planning and Design
- Zoning and Form-Based Code
- Housing Research and Analysis
- Transferable Development Rights
- Community Engagement
- Municipal Services
- Geographic Information Systems
- Creative Media

Design
- Transit-Oriented Design
- Downtown Planning
- Design Standards/Guidelines
- Site Planning
- Large-Scale Planning and Design
- Strategic Plans

Landscape Architecture
- Streetscape Design
- Parks and Trails Planning
- Urban Agriculture and Forestry
- Storm Water Management Planning
- Evidence-Based Design

Economics
- Economic and Market Analysis
- Economic Development Planning
- Site Selection and Development
- Feasibility Studies

PLACEWORKS ENVIRONMENTAL SERVICES

CEQA Documentation
- Environmental Impact Reports (EIRs)
- Mitigated Negative Declarations (MNDs)
- Exemptions
- Mitigation Monitoring Programs
- Findings/Resolutions
- Third-Party CEQA Adequacy Review
- Litigation Support

NEPA Documentation
- Environmental Impact Statements (EISs)
- Environmental Assessments (EAs)
- Findings of No Significant Impact (FONSIs)

Site Investigation/DTSC Compliance
- Phase I and Phase II Environmental Site Assessments (ESA)
- Preliminary Environmental Assessments (PEA)
- Remedial Investigation/Feasibility Studies (RI/FS)
- Environmental Information Management
- Geologic/Hydrologic Characterization
- Soil, Soil Vapor and Groundwater Sampling & Assessment

Remedial Engineering Design
- Feasibility Studies
- Remedial Action and Removal Action Plans, and Closure Reports
- Remedial Program Design, Implementation & Monitoring

Technical Analysis
- Air Quality Assessments and Dispersion Modeling
- Greenhouse Gas Evaluations
- Climate Action Plans/Greenhouse Gas Reduction Plans
- Noise Assessments, Mapping and Monitoring
- Vibration Assessments
- Hydrology Studies
- Water Quality Studies
- Light and Glare Studies
- Visual Impacts/Simulations

Regulatory Compliance and Safety
- Facility/Site Audits
- Permits/Approvals Acquisition
- Hazardous Waste Characterization and Management
- SWPPPs/WQMPs
- SPCCPs
- NPDES Monitoring and Permits
- Regulatory Agency Interface and Strategy

CCR Title 5 Risk Assessments
- Health Risk Assessments (Toxic Air Emissions)
- Geohazard Studies
- Railroad Risk Studies
- Pipeline/Water Storage Tank Risk Studies
- Dam Inundation Studies
- EMF (Electro Magnetic Field) Management Plans
- SFPD (School Facilities Planning Division) Self-Certification Forms
- Safe Routes to School

Support Services
- Outdoor Educational Planning Services
- Entitlement Processing
- General Plan Amendments
- Zoning Changes
- Conditional Use Permits
- Master Planning
- Feasibility Studies
- Site Planning and Design
- Grading/Feasibility Studies
- Geographic Information System (GIS) Mapping
- Demographic Studies and Reports
- Surplus Schools
- Community Outreach/Public Participation
- Hearing Coordination and Support
- Graphics/Media Support
- Spanish Interpreters/Translation
- CEQA Scoping Meetings
- DTSC Public Participation Process
- Staff Services, On-Call/Temporary Staff Placement

OFFICE LOCATIONS

ORANGE COUNTY
Corporate Headquarters
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
714.966.9220

SAN DIEGO
750 B Street
Suite 1620
San Diego, CA 92101
619.299.2700

INLAND EMPIRE
2850 Inland Empire Blvd.
Suite B
Ontario, CA 91764
909.989.4449

LOS ANGELES
700 S. Flower Street
Suite 600
Los Angeles, CA 90017
213.623.1443

NORTHERN CALIFORNIA
1625 Shattuck Avenue
Suite 300
Berkeley, CA 94709
510.848.3815

In addition to these five offices, we maintain a field office on the Central Coast.

E. Location

The principal office that will be responsible for the implementation of this contract is the PlaceWorks San Diego office, 750 B. Street, Suite 1620, San Diego, CA 92101.

F. Resume of Lead Consultant

The lead consultant responsible for the implementation of this contract is Mark Teague, AICP, Associate Principal. Mark Teague's full resume is included in the appendix.

G. Key Personnel

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
PROJECT MANAGEMENT		
MARK TEAGUE, AICP Associate Principal	Overall Project Manager, Day-to-Day Contact	Experience includes a variety of controversial and complex projects of all sizes and virtually all project types as both a public agency and private-sector planner. Facilitates internal agency departmental discussions and conducts evaluations of ordinances, policies and operations making recommendations to
LEGAL DEFENSIBILITY		
WILLIAM HALLIGAN, Esq. Principal	Senior Advisor/Legal Defensibility	Management of complex program and project EIRs, including general plans and community/specific plans; conducts CEQA/legal adequacy review; provides CEQA training/ teaching. Licensed attorney specializing in environmental and land use law.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
NICOLE MORSE, Esq. Associate Principal	Senior Advisor/Legal Defensibility	Management of complex program and project EIRs, general plan EIRs, community plan/specific plan EIRs; CEQA/legal adequacy review; CEQA thresholds/ guidelines. Experience in downtown redevelopment, large master planned communities, urban infill, high-rise commercial-office, industrial, and mixed use projects.
CEQA PROJECT		
ALICE HOUSEWORTH, AICP, LEED AP Senior Associate	Project Manager, Senior Planner	Management of program and project EIRs; CEQA/NEPA compliance; and mitigation monitoring. Certificates in Watershed Management and School Facilities Planning.
JORGE ESTRADA Senior Associate	Project Manager, Senior Planner	Specializes in both environmental and community planning and design. Prepares and manages environmental documents and specific plans; entitlement services. Manages general plan and specific plan EIRs and MNDs.
ELIZABETH KIM Associate	Project Manager, Senior Planner	Skilled in environmental analysis, policy analysis, and municipal planning; manages environmental documentation and constraints mapping; provides research and analysis for EIRs/MNDs.
MICHAEL MILROY Associate	Project Manager, Associate Planner	Experience preparing CEQA/NEPA documents and providing project management assistance. Specializes in biological resources, hydrology and water quality, and GIS.
RYAN POTTER, AICP Associate	Project Manager, Associate Planner	Experienced in CEQA analysis, project management, code compliance, designing urban infill and mixed use developments, and writing design guidelines for master-planned communities.
MICHAEL PAUL Project Planner	CEQA Planner	Experience in working with the built environment, urban design, policy, and sustainability with a solid foundation for environmental and community planning. Additionally, his enthusiasm for civic engagement makes him an effective liaison with the public.
CEQA TECHNICAL		
NICOLE VERMILION Associate Principal, Air Quality/ GHG Services and Director of Air Quality/GHG/Noise Services	Air Quality/GHG Emissions	Expert in air quality/GHG CEQA analysis and SCAQMD CalEEMod beta tester. Prepares air quality/GHG technical studies for general/specific plans, and virtually all PlaceWorks CEQA documents. Provides air quality/GHG training/workshops, and participates in the AEP Climate Change Committee and San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
FERNANDO SOTELO, PE, PTP Senior Engineer, Transportation	Traffic/Transportation and Parking	Professional traffic engineer with extensive CEQA experience and technical knowledge of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. Up to date on recent CEQA legislation related to transportation planning.
JOSHUA D. CARMAN Senior Associate, Noise, Vibration & Acoustics	Noise and Vibration	Experience includes complex project- and program-level analyses of mixed-use development, traffic, transit, and transportation, community health risk assessments, vibration, industrial, infrastructure and utilities, telecommunications, hydroacoustics, and construction projects. Certified in the use of the FHWA's Traffic Noise Prediction Model (TNM) and the US EPA AERMOD air dispersion model.
JOHN VANG, JD Senior Associate	Air Quality/GHG	Specialist on the air quality, greenhouse gas, and noise assessment team. Proficient in the various modeling software for air quality, health risk, and noise technical studies, such as EMFAC, AERMOD, SCREEN3, CALINE4, and the Federal Highway Administration's Traffic Noise Model.
ALEXIS WHITAKER, LEED GA Project Scientist	Air Quality/GHG, Noise and Vibration, and Health Risk	Brings a strong scientific background and deep understanding of environmental systems and a background in scientific research with technical skills in CalEEMod, GIS, and data management to the environmental planning team.
SCOTT ASHLOCK, ASLA Senior Associate	Shade/Shadow Analysis, Visual Simulations	Uses advanced skills in Adobe Creative Suite, ArcGIS, AutoCAD, 3DS Max, and SketchUp, tackles a wide range of aesthetic issues for a wide range of the most often complex of projects.
ALEX REYES Project Designer	Shade/Shadow Analysis, Visual Simulation	Prepares visual simulations, lighting studies, and shade/shadow analyses for environmental documents using his diverse knowledge of computer programs to quickly create a working product and adapt it to individual client needs.
YUE ZHANG Designer	Shade/Shadow Analysis, Visual Simulation	Specializes in graphic, document design, and illustrations that include maps, 3D models, and renderings. Proficient with graphics programs such as Adobe Suite, AutoCAD, SketchUp, GIS, and 3D max.
STEVE BUSH, PE Senior Engineer	Air Quality/GHG, Health Risk Assessment, Hydrology/Water Quality	Registered Civil Engineer. Conducts air quality/GHG analyses and health risk assessments for various projects, including stormwater outlets/marsh areas. Proficient in different air quality modeling software such as CalEEMod2011, BREEZE7.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
CATHY FITZGERALD, DEnv, PE, QSD/QSP Senior Engineer	Hydrology/Water Quality; Health Risk Assessments; Storm Water Pollution Prevention Plans	Expert in preparing hydrology studies, health risk assessments, safety hazard assessments, air quality studies, hazardous waste investigations, and remedial action plans. Experienced in installing groundwater and soil vapor extraction systems.
DINA EL CHAMMAS GASS, EIT Project Engineer/ Planner	Hydrology/Water Quality, Health Risk Assessment, Site Assessment	Experience in the fields of sustainability, environmental engineering, and sustainable watershed management; has helped prepare environmental impact statements for large construction sites and performed field baseline studies and data modeling and assessment, working with EPA, EU, and WHO environmental legislation and regulations.
ROBYN CHACONAS, EIT Project Engineer/ Planner	Hydrology/Water Quality	Practical experience in engineering, construction, permitting, and community development. She is versed in oil and gas permitting, regulatory compliance, underground injection control, and oilfield waste management.
MICHAEL J. WATSON, PG Associate Geologist	Site Assessment, Geology/ Geohazards Assessments	Proficient in conducting site assessments, geohazard studies, air quality and industrial hygiene assessments, groundwater investigations, and remedial actions.
DENISE CLENDENING, PhD Associate Principal, Site Assessment Services	Phase I, II & III ESAs	Expertise in human health risk assessments, site assessments, and investigations of chemical waste, including at Resource Conservation & Recovery Act (RCRA) and Superfund sites.
KARL RODENBAUGH, DEnv Senior Scientist	Site Assessment	Technical liaison between public and private entities in the areas of water quality, public health, risk assessment, air quality, ecology, and hazardous waste management, and has been responsible for environmental assessment and field projects worldwide.
ROBERT KAIN GeoSpatial Services Business Leader	GIS	Well versed in advanced and current planning practices in both the public and private sectors with expertise in processing complex discretionary applications—such as coastal development permits, variances, conditional uses permit, parcel maps, and tract maps.
KIM HERKEWITZ GIS Manager	GIS	Significant experience combining and analyzing information from a variety of perspectives combining GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and JavaScript/HTML5 to highlight crucial information and make it more accessible.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
HALLEY GRUNDY Project Planner	GIS and Visual Simulation	Strong graphics skills help to communicate in a user-friendly manner that resonates with a broad audience ideas informed by a background in architecture and real estate development that are well grounded in the ins and outs of design as well as the reality of market constraints and opportunities.
SUBCONSULTANTS		
IBI Group		
WILLIAM DELO, AICP Managing Principal	Principal in Charge/ Traffic Project Manager	An experienced project manager with over 16 years of experience in transportation planning and traffic engineering responsible for the successful completion of numerous projects ranging from traffic and parking studies to regional multi-modal transportation studies.
MIKE ARIZABAL Senior Transportation Planner	Traffic Study Project Manager	Has led the technical work for numerous transportation planning, traffic engineering, and parking projects in Southern California, and is an expert on all traffic analysis software and tools.
AMY FRANK, PE, LEED AP Transportation Engineer	Traffic Study and Engineering Lead	Over 9 years of experience on projects ranging from roadway design, traffic signal and striping design, traffic impact studies, stage construction layouts, bicycle facilities, bus stops, and traffic control plans.
DAVID CHEW, PTP Transportation Planner	Traffic Study Support and Modeling	Skills include geospatial analysis and data visualization with ArcGIS, transportation and land use planning, transit analysis, traffic modeling, parking studies and microsimulation using SimTraffic and VISSIM.
CATHY CHEA, AICP Transportation Planner	Traffic Analyst/GIS Lead	Specializes in the strategic planning and implementation of multimodal transportation and TOD projects ranging from transit planning, complete streets, multimodal corridor studies, TOD and station area planning, traffic impact analyses, and parking studies.
YONATHAN ESQUIVEL, EIT Transportation Engineer	Traffic Study Analyst	Experience includes traffic impact analyses, circulation studies, transit feasibility studies, traffic control plans, and traffic signal design and modifications.
Cogstone Resource Management		
SHERRI GUST, RPA Principal Investigator for Archaeology and Paleontology	Quality Assurance/Quality Control	Qualified Principal Paleontologist and Registered Professional Archaeologist (RPA) with over 35 years managing cultural and paleontological resources services for public and private sector clients. Is knowledgeable of the processes and procedures required to obtain NEPA, NHPA Section 106 and CEQA environmental approvals.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
DESIREE MARTINEZ Project Manager	Overall Project Manager	Qualified Principal Archaeologist with 21 years in the planning, implementation, and completion of all phases of archaeological work. Extensive experience with CEQA, NEPA, NAGPRA, SB 18 and other cultural resource laws. Extensive experience consulting with Native American leaders and community members in a variety of contexts.
KIM SCOTT Principal Investigator for Paleontology	Principal Paleontologist	Extensive experience survey, monitoring and fossil salvage experience. In addition, she has special skills in fossil preparation (cleaning and stabilization) and preparation of stratigraphic sections and other documentation for fossil localities.
TERESA TERRY, RPA Principal Investigator for Archaeology	Principal Archaeologist	Supervised large projects on a variety of archaeological field projects in California and the greater US Southwest as well as written or contributed to archaeological assessments and project reports. Well versed in the investigation of prehistoric and historic lithic use, debitage (flake) typologies, early 20th century consumer culture, human induced geomorphology, native and pioneer settlement patterns and subsistence strategies, and post-contact period ethnography.
Alden Environmental		
GREG MASON Principal/Senior Biologist	Terrestrial Biology	Expert in biological survey preparation, habitat restoration, CEQA/NEPA support, environmental compliance monitoring, jurisdictional delineations, agency coordination, natural resource planning, and aquatics resource permitting.
DEBORAH CLAYTON Senior Biologist	Terrestrial Biology	Has performed a variety of biological surveying and monitoring activities in San Diego, Imperial, Orange, Los Angeles, Riverside, San Bernardino, Ventura, and Kern counties and is intimately familiar with the natural communities of southern California, in particular coastal sage scrub, chaparral, riparian, oak woodland, grassland, and desert communities.
TARA BAXTER Biologist	Terrestrial Biology	Experience includes both second and third-party construction and biological compliance monitoring, native habitat restoration, and ecological field surveys and is adept at identifying native bird, mammal, reptile, amphibian, and plant species.
KRIS SCHLECH Permit Specialist	Permitting Support	Coordinates activities with Biology, Planning, GIS and Engineering staff to produce support documentation for NEPA, CEQA, Endangered Species Act, California Endangered Species Act, and Clean Water Act regulations.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
JUSTIN PALMER GIS Specialist	GIS Analyses	Skills include coordinating and directing field data collection efforts, conversion of data into searchable spatial databases, overlay analyses of numerous data sources, GIS modeling, and preparation of highly accurate maps and figures

Full resumes for all key personnel are provided in the resume appendix.

H. References

Client | Project(s) | Date(s)	Contact	Brief Project Description
PLACEWORKS		
CITY OF WILDOMAR ▪ **On-Call Environmental and Planning Services** *(2017-Present. Also, Mark Teague managed this contract 2013-2017 while with another consulting firm)*	**Matthew C. Bassi** Planning Director 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595 951-677-7751 x 213	Planning Manager. PlaceWorks provides land use planning staffing, and CEQA management, prepares CEQA documents, writes staff reports, makes presentations, answers questions from the public, reviews work by others, assists city in making environmental determination.
CITY OF EASTVALE ▪ **On Call Staffing** *(Mark Teague managed this contract and served as CEQA Project Manager 2013–2017 while with another consulting firm)*	**Michelle Nissen** City Manager 12363 Limonite Ave., Suite 910 Eastvale, CA 91752 951-703-4411	CEQA Manager. Provided CEQA oversight, prepared CEQA documents, review work by others, assist city in making environmental determination.
CITY OF ANAHEIM ▪ **On-Call Environmental Services** *(2004–Present, under repeat master services contracts)*	**Susan Kim** Principal Planner 200 S. Anaheim Blvd. Anaheim, CA 92805 714-765-4958 skim@anaheim.net	PlaceWorks has managed more than 6 dozen CEQA projects during the past 14 years, including (not limited to) EIRs, Initial Studies, (Mitigated) Negative Declarations, and Third-Party Peer Review. Projects have included: Honda Center EIR, Anaheim General Plan EIR, Platinum Triangle EIR and subsequent EIR Addendums, Beach Boulevard Corridor Plan EIR, and Anaheim Canyon Specific Plan EIR.

Client | Project(s) | Date(s)	Contact	Brief Project Description
CITY OF IRVINE ▪ On-Call Environmental Services *(2004–Present, under repeat master services contracts)*	**Bill Jacobs, AICP** Principal Planner One Civic Center Plaza, P.O. Box 19575 Irvine CA 92623 949.724.6521 bjacobs@ci.irvine.ca.us	PlaceWorks has led more than 4 dozen environmental projects for the City of Irvine over the past 14 years, including (not limited to) EIRs, Initial Studies (Mitigated) Negative Declarations, and Third-Party Peer Review. Projects include: the "Irvine CEQA Manual" (the guide for preparing CEQA projects in the City), the Irvine Business Complex (IBC) Vision Plan EIR, nearly 2 dozen Industrial Adjacency Analyses for the IBC, the EIR for Planning Areas 18 and 39, and more.
CITY OF BANNING ▪ Rancho San Gorgonio Specific Plan EIR *(March 2014–October 2016)*	**Ernest Perea** **CEQA Consultant** **City of Jurupa Valley** **(formerly at Banning)** **8304 Limonite Avenue** **Suite 'M'** **Jurupa CA 92509** **951.332.6464** **ernestperea@ymail.com**	Project proposed to transform undeveloped grazing land in the southern portion of the city into an 831-acre master-planned community. Banning residents enjoy the rural quality of the city and voiced concerns about introducing high density development. They also questioned the adequacy of public services, infrastructure, and water supply to meet the demands of the specific plan development. The PlaceWorks team and the project applicant prepared and/or reviewed technical studies to address these concerns and coordinated with public service providers to identify potentially significant impacts. The project was carried through to successful conclusion and EIR adoption in October 2016.
IBI Group		
COUNTY OF LOS ANGELES ▪ West Carson TOD Specific Plan (2016-2018) ▪ West Athens TOD Specific Plan (2017-2018)	**Maya Saraf** Regional Planning Assistant II 320 West Temple St. Los Angeles, CA 90012 213.974.6422	The mobility element of the Specific Plans to improve transportation and mobility, which will focus on leveraging the community's assets, connecting uses and activities, and attracting future investment to create an engaging and vibrant community.
ORANGE COUNTY TRANSPORTATION AUTHORITY ▪ Transit Centers Modernization and Parking Management Study (2017)	**Cliff Thorne** Department Manager, Maintenance 600 South Main Street, Orange, CA 92863 714.560.5975	A comprehensive study to examine the needs of OCTA's five transportation centers and two park-and-ride facilities for security, passenger amenities, and parking.

Client | Project(s) | Date(s)	Contact	Brief Project Description
CITY OF OCEANSIDE ▪ Coast Highway Corridor Study (2015-2018) ▪ Oceanside Parking Management Study (2017-2018)	**John Amberson** Community Development 300 North Coast Hwy, Oceanside, CA 92054 760.435.5091	An analysis of traffic operations in conjunction with a review of existing and planned land uses throughout the corridor. The analysis will identify the means by which all or portions of Coast Highway can be transformed from a four lane to a two-lane secondary collector while maintaining both functionality and livability.
CITY OF SANTA ANA ▪ General Plan Circulation Update (2015-2018)	**Melanie McCann** Project Manager 20 Civic Center Plaza M-20 Santa Ana, CA 92701 714.667.2746	Establishing Circulation Element goals, objectives, and policies; evaluating impacts that traffic growth will have on the circulation within the City and recommending appropriate improvements to mitigate these impacts; updating the objectives and policies for public transit, bicycle, and pedestrian facilities; providing objectives and policies for transportation demand management, traffic calming measures; and modeling and analysis of alternative network assumptions.
SCAG ▪ Van Nuys/Boyle Heights Parking Management Plans (2015) ▪ Norwalk Green Line Extension (2016-current)	**Cliff Thorne** Department Manager, Maintenance 600 South Main Street, Orange, CA 92863 714.560.5975	IBI Group was selected by the City of Los Angeles to complete parking management plans for Van Nuys and Boyle Heights, two distinct communities within Los Angeles.
Cogstone Resource Management		
MICHAEL BAKER INTERNATIONAL ▪ 2300 Redondo Avenue Project (2017) ▪ Magnolia Avenue Improvements Project (2016-2017) ▪ Laguna Beach Village Entrance Project (2016-2017)	**Alan Ashimine** Senior Associate 5 Hutton Centre Drive, Suite 500 Santa Ana, CA 92707 949.855.3612	Provided Environmental Consulting Services including Archaeology, Paleontology, and History for numerous projects.

Client | Project(s) | Date(s)	Contact	Brief Project Description
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) ▪ Metro Purple Line Extension (Westside Subway) Construction Management, Segment 1 Project, Los Angeles, California (2013- Present)	**Tom Kefalas** Sr. Director ECSD One Gateway Plaza Los Angeles, CA 90012 213.418.3370	During the environmental studies phase, Cogstone completed the paleontology section and prepared the Paleontological Resources Mitigation and Monitoring Plan (PRMMP) for the Final EIS/EIR for the entire 8.6- mile project. Cogstone prepared a separate PRMMP and MOA with the Natural History Museum for the Wilshire/Fairfax Station Exploratory Shaft. We conducted paleontological monitoring and fossil recovery of the shaft excavations. Cogstone is currently serving as the paleontological consultant for the construction management team's oversight of the design-build of three stations from Western to La Cienega.
COUNTY OF SAN BERNARDINO, DEPARTMENT OF PUBLIC WORKS ▪ On-call Archaeological/ Cultural/Historic/ Paleontological Resources (2014- Present)	**Roger Hatheway** Cultural Resources Specialist 777 East Rialto Avenue San Bernardino, CA 92415 909.387.2469	Provided Environmental Consulting Services including Cultural and Paleontological Resource Assessments and Cultural and Paleontological Monitoring for numerous projects in San Bernardino County.
Alden Environmental		
SEA BREEZE PROPERTIES ▪ Merge 56 Project	**Gary Levitt** Owner 5550 Carmel Mountain Rd., Ste. 204 San Diego, CA 92130 858.362.8555	Development including mixed use and public roadway improvements to Camino Del Sur and Carmel Mountain Road, which were previously approved roads in the City's circulation element. Conducted biological surveys and prepared technical documents in support of a Subsequent EIR. Also processed aquatic resources permits with the Corps, CDFW, RWQCB, and the USFWS.

Client | Project(s) | Date(s)	Contact	Brief Project Description
RHODES & GRUS ▪ Merge 56 Project	**Keith Rhodes** Owner 4495 Point Loma Ave San Diego, CA 92107 619.990.8599	160-acre private mixed use development project in San Diego. Alden conducted biological surveys, provided input to CEQA document, pursued regulatory agency permits, and prepared biological technical report and vernal pool habitat restoration plan. Issues included vernal pools, San Diego fairy shrimp, jurisdictional features, and USFWS-designated critical habitat. Successfully negotiated USFWS Section 7 consultation for fairy shrimp and critical habitat and obtained a biological opinion for the project as well as CDFW 1602 Streambed Alteration Agreement, RWQCB Section 401 Water Quality Certification, and a Nationwide Permit from the Corps.
PARAGON COMPANY ▪ Otay Business Park	**Ricardo Jinich** Partner 4370 La Jolla Village Drive, Suite 640 San Diego, CA 92122 858.535.9000	160-acre industrial development project next to the US/Mexico border San Diego County. Alden conducted biological surveys, provided input to CEQA document, pursued regulatory agency permits, prepared biological technical report and vernal pool habitat restoration plan, and pursued MSCP concurrence from CDFW and USFWS. Biological issues included nonnative grassland, burrowing owls, fairy shrimp, quino checkerspot butterfly, jurisdictional features, critical habitat, and several County List A/B plant species. Successfully negotiated USFWS Section 7 consultation for quino checkerspot butterfly, fairy shrimp, and critical habitat and obtained a Biological Opinion for the project.

I. Scope of Services

CEQA/NEPA COMPLIANCE

Our CEQA/NEPA practitioners and environmental scientists have handled projects of every size and type. We use our expertise to formulate workable plans and programs while remaining neutral and objective to ensure environmental documentation withstands legal scrutiny. In addition to keeping apprised of changes in the law and court cases, PlaceWorks is active in the Association of Environmental Professionals (AEP), and in the American Planning Association (APA), teaching CEQA/NEPA compliance. Project Manager Mark Teague currently serves as the Planning Manager for the City of Wildomar. In this role he works with staff to evaluate projects, manages EIR consultants, peer reviews work, prepares staff reports, and represents the city as requested.

PlaceWorks' two in-house environmental and land use attorneys and six environmental principals are at the **forefront of applying the latest streamlining opportunities**. With the recent changes to CEQA

associated with SB 375, SB 226, and SB 743, PlaceWorks will strategize with the City on the most appropriate approach for the project in order to capitalize streamlining opportunities and support City efforts on smart growth and development. We have successfully used this collaborative approach in places like Pasadena, where we worked closely with the city to adopt one of the first post–SB 743 general plans in the state, helping them achieve their climate action plan goals.

PROJECT APPROACH

PlaceWorks project manager Mark Teague will discuss each assignment with the City, complete preliminary analysis, and recommend the probable environmental determination (i.e., exemption, negative declaration, EIR). We know that often a small change to a project can affect the analysis and will recommend changes that would reduce the extent of analysis. All of our recommendations will be supported by reasoning so that the city, public, and applicant understand the result.

For each work assignment request, PlaceWorks will:

1. Review the project application materials to ensure they contain the necessary information to complete the CEQA process.
2. Discuss our findings with the City and, if directed, prepare a summary memo of any deficiencies.
3. If requested, prepare a project-specific task order based on the expected environmental determination. Each task order will include a detailed scope, extent of technical studies, and timeline to complete the work. PlaceWorks will provide billing for each approved task order to assist the City with cost recovery and to provide an accounting of the time spent on each project.
4. Prepare and keep current a table of assigned projects, status, and deadlines.
5. Organize bi-weekly conference calls to review status of assigned projects.
6. Draft requisite forms, public notices, resolutions, assist with staff reports, and make presentations as requested by the city.

PEER REVIEW

Some level of peer review is involved in nearly every development application. Developers often prepare technical reports to inform their project design or protect them from liability. The PlaceWorks team regularly peer reviews documents for compliance with CEQA and adherence to professional standards. When we peer review work by others, we evaluate for document content, not visual appearance or style. The PlaceWorks team can peer review any planning technical studies that would be prepared by an applicant.

Process

For peer review requests, PlaceWorks will:

1. Review the study/report for compliance with industry standards and City requirements.
2. Prepare either:
   a. Memorandum summarizing areas that need to be addressed; or,

b. Make comments in the electronic version of the study/report.

3. Review our findings with the City.
4. Schedule a conference call or meeting with the applicant to review City comments.
5. Review revised study/report to ensure all that comments were addressed.

EXEMPTION AND ADDENDUM

The CEQA Guidelines require that an agency first determine if CEQA applies, and then whether there is an appropriate exemption. PlaceWorks regularly reviews development projects to determine if the project qualifies under the general exemption, or one of the regulatory, statutory, or categorical exemptions. (NEPA has a similar process for categorical exclusions.) It is important that the decision to use an exemption is accompanied by substantial evidence. PlaceWorks will prepare a memorandum and will include technical studies, as appropriate, as evidence to support the environmental determination.

Many projects may qualify for use of an Addendum to a previously approved environmental document. A properly documented Addendum can shorten review times and reduce cost. As part of our review for an exemption, PlaceWorks will also determine if another adopted environmental document would meet the requirements of CEQA. Like an exemption, an Addendum will also need to be supported by substantial evidence. The process for both an exemption or an Addendum are similar. For each project PlaceWorks will.

Process for Exemption and Addendum

1. Determine if the application is a sustainable communities project per SB 375, and therefore:
   a. exempt from further CEQA review under PRC Section 21155.1(a),
   b. applicable for streamlining under PRC Section 21159.28(a and b) and the CEQA document is not required to address i) growth inducing impacts, ii) project specific or cumulative impacts from automobiles on global warming or the regional transportation network, or iii) a reduced density alternative (EIRs only), or
   c. applicable for limited analysis via Sustainable Communities Environmental Assessment (SCEA) or a limited EIR for projects not exempt under PRC Section 21155.1(a);
2. Determine if the project was previously covered under and consistent with a specific plan for which an environmental impact report was certified, and therefore exempt from further CEQA review under PRC Section 21155.4 (i.e., SB 743).
3. See if the project qualifies for streamlined review under SB 226 (PRC Section 21094.5 and CEQA Guidelines Section 15183.3) via Appendix M and Appendix N of the CEQA Guidelines. Use of Appendix N will narrow the scope of impacts that need to be analyzed at a project level. Impacts of a project that were already addressed at a programmatic level are not subject to CEQA, even if those impacts remain significant. Impacts that are addressed by local development policies or standards, such as construction noise ordinances and traffic impact fees, are not subject to CEQA either, even if the policies do not fully mitigate the impact.
4. Determine if the project meets the requirements of a regulatory, statutory, or categorical exemption.

5. Review our findings with the City.
6. Prepare either an Addendum or exemption with supporting materials.
7. Prepare a Notice of Determination for filing.

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION/ENVIRONMENTAL ASSESSMENT

More than a checklist, the initial study (IS) is the table of contents for the substantial evidence, and the discussion needed to prove that environmental impacts are less than significant. PlaceWorks will tier off appropriate certified environmental documents and streamline the discussion to focus on the proposed project. If needed, technical studies will address the CEQA checklist questions, and all mitigation measures will be proportionate to the project impact and fully implementable by the City.

While possible, it would be unusual for the City need to prepare an environmental assessment pursuant to NEPA. What is more common is a process known as CEQA+, where all CEQA requirements applied, plus additional consultation for biological resources (Section 106) and cultural resources (Section 107). In addition, CEQA+ documents are often required to include an environmental justice and alternatives analysis. Requirements of the CEQA+ are unique to each granting agency and are often part of the grant application. The PlaceWorks team can prepare any level of NEPA document, including a CEQA+ as required.

Process for Initial Study/Mitigated Negative Declaration/Environmental Assessment

1. Determine if there is another certified environmental document that the IS can tier from.
2. Prepare an IS following a city format or Appendix G of the CEQA Guidelines. The IS can result in either:
   a. Negative Declaration (ND): Either the project has no environmental impact, or where existing policies, programs, ordinances and procedures effectively mitigate any environmental impact, therefore no mitigation measures are required.
   b. Mitigated Negative Declaration (MND): Where the project has some environmental impact that exceeds an adopted threshold, but can be reduced below the threshold through a required modification of the project.
3. Review the draft IS with the City and applicant.
4. Prepare the public review draft of the IS/ND/MND with supporting materials.
5. Respond to comments to the IS/ ND/MND.
6. Prepare certification resolution, staff report material, and attend meeting(s).
7. Prepare a Notice of Determination for filing.

ENVIRONMENTAL IMPACT REPORT AND ENVIRONMENTAL IMPACT STATEMENT

Should the technical analysis for one or more environmental issues result in an impact that cannot be reduced below the City's threshold, an EIR will be required. PlaceWorks has over 35 years of experience preparing EIRs and understands the constantly shifting regulatory requirements. We recommend using the scoping process to narrowly define the extent of environmental analysis. This can be accomplished with an initial study, or simply as part of the notice of preparation. In some

instances, the City may allow an applicant to prepare their own EIR. In this case PlaceWorks would provide peer review services as described above.

Depending on the federal agency involved, the City may not be able to prepare the environmental impact statement (EIS) to comply with NEPA locally, as procedures may dictate a different procurement process. If permitted by the agency, however, PlaceWorks can prepare an EIS, or more likely, a combined EIR/EIS, to address the needs of the City. While some EIS can be reviewed locally, the NEPA process usually requires a review by the EPA in Washington D.C., with a timeline measured in years. It is more common for the CEQA+ process to be required for grant-funded projects as described above.

Environmental Impact Report and Environmental Impact Statement

1. Prepare either an initial study (IS) or summary notice of preparation (NOP) to focus the environmental analysis.
2. Prepare for and attend a scoping meeting to explain the project and the CEQA process to the public.
3. Prepare an administrative draft EIR consistent with CEQA for review with the City.
4. Prepare a public draft EIR for review by the public and agencies.
5. Prepare an administrative final EIR including response to comments, and EIR certification resolution with findings for review with the City.
6. Attend hearing(s) to present the findings and answer questions on the EIR.
7. Prepare a Notice of Determination for filing.

OTHER DUTIES OF THE ENVIRONMENTAL CONSULTANT

In addition to review environmental documents and technical reports prepared by others or preparing new environmental documents for projects on behalf of the city, PlaceWorks can also assist in the frequent CEQA/NEPA tasks that arise. Examples include review and estimate(s) of environmental clearance for projects ahead of a grant application. Estimates for environmental clearance for City projects. Review of projects that will affect the City but are proposed by other agencies. A short list of the environmental duties we have provided for other clients includes:

Other Duties of the Environmental Consultant

1. Peer review of CEQA/NEPA docs prepared by others.
2. Review of responses to proposals.
3. Manage EIRs prepared by others.
4. Respond to other agency NOPs on City's behalf.
5. Attend meetings with applicants to advise on project modifications that could reduce the level of CEQA analysis required.
6. Review scopes of technical studies to completed by the applicant in advance of application.
7. Provide budget estimates for environmental compliance of City improvements.

8. Provide mitigation monitoring and reporting.
9. Answer questions concerning timing and approach for environmental analysis.
10. Train Commission, Council, and staff on CEQA, results of new court cases, pending legislation, and best practices.

J. Cost

Standard fee schedules for PlaceWorks and each of our subconsultants are included as follows.

PLACEWORKS – 2018 STANDARD FEE SCHEDULE

STAFF LEVEL	HOURLY BILL RATE
Principal	$195-$335
Associate Principal	$180-$230
Senior Associate/Senior Scientist	$150-$230
Associate/Scientist	$120-$180
Project Planner/Project Scientist	$95-$135
Planner/Assistant Scientist	$85-$110
Graphics Specialist	$65-$160
Clerical/Word Processing	$45-$180
Intern	$65-$95

Subconsultants are billed at cost plus 10%.
Mileage reimbursement rate is the standard IRS-approved rate.

Last Update: 03/19/18

IBI GROUP - FEE SCHEDULE

Personnel	Personnel Categories	Fully Burdened Hourly Rates
William Delo, AICP	Principal in Charge	$325
Mike Arizabal	Project Manager	$140
Amy Frank, PE, LEED AP	Senior Transportation Engineer	$125
David Chew, PTP	Transportation Planner	$109
Cathy Chea, AICP	Transportation Planner	$94
Yonathan Esquivel, EIT	Transportation Engineer	$90

COGSTONE - 2018 FULL FEE SCHEDULE

Labor Classification	Hourly Rate
Monitor /Technician	$62.00
Crew chief	$69.00
Supervisor	$78.00
Director	$93.00
Project Manager /Principal Investigator I	$95.00

COGSTONE - 2018 FULL FEE SCHEDULE

Labor Classification	Hourly Rate
Project Manager /Principal Investigator II	$109.00
Project Manager /Principal Investigator III	$125.00
Program Manager	$128.00
Principal	$187.00
Administrative Assistant	$60.00
Technical Editor	$78.00
Contract Manager	$100.00
Other Direct Costs	**Unit**
Mileage	Mile Current IRS Rate
Expendable Supplies	Actual Cost
Outside Services	Actual Cost

ALDEN ENVIRONMENTAL - 2018 SCHEDULE OF FEES

Professional Rates	
Principal/Senior Biologist	$165.00
Senior Biologist	$110.00
Biologist	$100.00
Junior Biologist	$85.00
GIS Specialist	$100.00
Technical Editor	$75.00
Associate	$65.00
Clerical	$35.00

Direct Costs: Mileage will be billed at the current IRS approved rate. GPS usage will be billed at a rate of $100.00 per day. Other expenses (printing, materials, aerial photography, postage/ shipping, lodging, etc.) and subcontractors will be billed at cost.

K. Any Other Information

PLACEWORKS' TRACK RECORD FOR CEQA DEFENSIBILITY

CEQA is a cornerstone of California's environmental regulatory framework and has played a critical role in improving environmental quality. In recent years, there has been a growing trend of litigation. In fact, the majority of challenges have occurred within the past 10 years. Most importantly, of the 25 total PlaceWorks-prepared EIRs that have been challenged and litigated, all have been upheld by the court. It should also be noted that of these 25 projects, one project for a proposed NFL stadium received a governor's exemption.

L. Insurance

The required insurance will be in force at the time of contract execution. A certificate of insurance will be provided upon request.

APPENDIX

Resumes

MARK TEAGUE, AICP

Associate Principal

In over 30 years of public- and private-sector experience, Mark has worked throughout California in agencies large and small and is considered an innovative problem solver. His projects include planned communities, shopping center EIRs, general plan and zoning code updates, impact fees, and public outreach for projects highly scrutinized by the public. Mark is often able to offer a unique approach to meeting a critical goal of a project. His experience as a planning director, and ability to see the whole of the project, ensures that every environmental document meets the need of the client. He has served as on-call extension of staff for numerous cities throughout California including Wildomar and Eastvale.

Mark is also an excellent public speaker and regularly presents at the League of California Cities Planning Commissioner's Academy on topics such as design guidelines, CEQA compliance, and how to read an EIR. He also teaches CEQA to staff with a focus on how new legal decisions affect compliance. Because of his public outreach skills, Mark has helped with projects ranging from Walmart to water-bottling plants and conducted town hall meetings about development services department efficiencies and increases in utility fees.

EDUCATION

» BA, Political Science, California State University, Stanislaus

CERTIFICATIONS

» American Institute of Certified Planners #019631

AFFILIATIONS

» American Planning Association

Team member since 2016

HIGHLIGHTS OF EXPERIENCE

CEQA/NEPA COMPLIANCE

» Coronado Gateway Parkway Plan IS/MND | Coronado CA
» Coronado Public Restroom EIR | Coronado CA
» 3Roots San Diego Specific Plan and Carroll Canyon Master Plan | Carroll Canyon CA
» North School Reconstruction EIR | Hermosa Beach CA
» John Killen/Fox Luggage Warehouse Project IS/MND | Industry CA
» River Crossing Market Place Specific Plan EIR | Redding CA
» De Anza Revitalization Plan | San Diego CA
» Fiesta Island/Mission Bay Park Master Plan | San Diego CA
» Residential Care Facility Specific Plan IS/EIR | Solana Beach CA
» Temple City General Plan Update EIR | Temple City CA
» West Carson TOD Specific Plan and EIR | County of Los Angeles CA
» Connect Southwest LA Specific Plan and EIR | County of Los Angeles CA
» Orange County Civic Center Facilities Strategic Plan | Santa Ana CA
» County of Riverside 5th Cycle Housing Element and EIR | Riverside CA
» City of Palm Desert General Plan and EIR | Palm Desert CA
» Waterman Gardens Specific Plan Program EIR | San Bernardino CA
» La Costa Meadows Elementary School Reconstruction Project | San Marcos CA
» University of California, San Diego Online CEQA Training Courses | San Diego CA
» WRCOG Member Jurisdiction Development Agreement Reconciliation | Riverside CA

STAFF SERVICES

» On-Call Staff Services | Wildomar CA
» On-Call Environmental Staff Services | Eastvale CA
» County of Riverside Transportation and Land Management Agency On-Call Planning Services | Riverside CA

PLACEWORKS

MARK TEAGUE
Associate Principal
mteague@placeworks.com

PRIOR EXPERIENCE

» Boulevard Fire Station IS/MND | San Diego CA
» Bandini Industrial Project EIR| Bell CA
» Walmart EIR | Santee CA
» Bell Commerce Center EIR | Bell CA
» Community Plan Continuum | San Bernardino County CA
» Design Guidelines | Mount Shasta CA
» Development Code Update and Addendum | Rancho Cucamonga CA
» Enlo Medical Center Expansion EIR | Chico CA
» General Plan Update and EIR | Calimesa CA
» General Plan Update and EIR | Eastvale CA
» Goodman Commerce Center EIR | Eastvale CA
» Housing Element Addendum | Chino CA
» Housing Element Addendum | Twentynine Palms CA
» Housing Element EIR | Riverside County CA
» La Cienega Elementary School EIR | Los Angeles Unified School District
» Lakeland Village IS/MND | Riverside County CA
» Oak Creek Canyon EIR | Wildomar CA
» Rancho Palma EIR | San Bernardino CA
» San Gabriel Valley Climate Change Outreach | Southern California Edison
» Zoning Code Update | Mount Shasta CA
» General Plan Update | Mount Shasta CA
» Mountaingate at Shasta Lake EIR | Shasta Lake CA
» Nestle Water Bottling Plant EIR | McCloud CA
» Vineyards at Anderson Specific Plan EIR | Anderson CA
» Walmart EIR | Ceres CA
» On-Call Staff Services | Wildomar CA
» On-Call Environmental Staff Services | Eastvale CA

SPEAKING ENGAGEMENTS

» "Planning Fun-Da-Mentals" | 2016 League of California Cities Planning Commissioners Academy | San Ramon, CA
» "Design Adds Value" | 2016 League of California Cities Planning Commissioners Academy | San Ramon, CA
» CEQA Training | July/August 2016 | Imperial County, CA
» "How to Read an EIR" | 2015 League of California Cities Planning Commissioners Academy | Newport Beach, CA
» "Design Guidelines vs. Standards" | 2015 League of California Cities Planning Commissioners Academy | Newport Beach CA

WILLIAM HALLIGAN, Esq.

Principal, Environmental Services

In over 25 years of both public and private sector planning experience, Bill has prepared environmental documents for a diverse range of projects, including small-scale residential and large planned communities, high-rise commercial office, industrial, and mixed use. Specific key projects include the The Ontario Plan EIR, Anaheim General Plan and Zoning Code Update, General Plan Amendment and Zone Change EIR for the Northern Sphere Area in Irvine, and the LA County General Plan Update EIR. In addition, Bill was involved in extensive discussions and negotiations with the State Attorney General's office regarding the analysis of greenhouse gas emissions in project EIRs.

Bill earned a Juris Doctor degree specializing in environmental and land use law from the Chapman University School of Law. He is an active member of the American Bar Association and the Orange County Bar Association, and served as Chapter President of the Orange County Chapter of the Association of Environmental Professionals (AEP). He is a frequent guest lecturer on the California Environmental Quality Act (CEQA) and associated case law for AEP's CEQA Workshop Series, UC Irvine's Graduate School of Management Program, UC Riverside, and Cal Poly, Pomona. In addition to CEQA documentation, Bill also provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding of planning and zoning law, CEQA, and the National Environmental Policy Act (NEPA).

As a member (and former chair) of AEP's Legislative Review Committee, Bill works directly with AEP's lobbyist and the State Legislature on proposed legislation related to CEQA. The committee provides analysis, prepares comment letters, and conducts direct lobbying on legislative bills relating to CEQA. This includes meetings with Sacramento legislators and staff, major regulatory officials, and the Governor's Office of Planning and Research. He recently taught a "CEQA Basics" class at the capitol for legislators and staffers.

With Bill's input, environmental documents prepared by PlaceWorks can continually withstand legal challenge.

HIGHLIGHTS OF EXPERIENCE

GENERAL PLAN EIRs

Bill has overseen and/or managed general plan EIRs for:

- Anaheim
- Downey
- El Monte
- La Habra
- Ontario
- Palm Springs
- San Bernardino
- Torrance
- Los Angeles County
- San Bernardino County

CEQA ENVIRONMENTAL SERVICES

- Antelope Valley Area Plan EIR | Los Angeles County CA
- Anaheim Canyon Specific Plan EIR | Anaheim CA
- Plaza Hotel EIR Addenda | Anaheim CA
- Honda Center EIR | Anaheim CA

EDUCATION

- JD, Chapman University School of Law (Special Emphasis: Environmental, Land Use and Real Estate Law)
- BA, Social Ecology, University of California, Irvine (Special Emphasis: Environmental Analysis and Design)

REGISTRATIONS

- State Bar of California No. 213680

AFFILIATIONS

- Association of Environmental Professionals, Legislative Review Committee
- American Bar Association
- Orange County Bar Association

Team member since 2004

PLACEWORKS

WILLIAM HALLIGAN
Principal
whalligan@placeworks.com

- Beach Boulevard Corridor Specific Plan EIR | Anaheim CA
- Anabella Hotel EIR Addendum | Anaheim CA
- The Platinum Triangle Subsequent EIR | Anaheim CA
- A-Town Metro EIR Addendum | Anaheim CA
- Olson Company Housing Opportunities SEIR | Anaheim CA
- AERA Master Planned Community EIR | Diamond Bar CA
- Hampton Inn & Suites Specific Plan and IS/MND | Claremont CA
- NFL Stadium CEQA Review | Industry CA
- Orange County Great Park EIR Addendums, Third-Party Review, and Tree Permit | Orange County CA
- Irvine Technology Center/Greenlaw Partners Project EIR | Irvine CA
- Great Park Neighborhoods Supplemental EIR | Irvine CA
- Irvine Business Complex Program EIR | Irvine CA
- Gene Autry Experience EIR | Anaheim CA
- Vila Borba Program EIR | Chino Hills CA
- UC Irvine Cal (IT)2 Research Facility Tiered IS/MND | Irvine CA
- Shell Master Planned Community EIR | Yorba Linda CA
- Yorba Linda Town Center EIR | Yorba Linda CA
- The Westfield Shoppingtown Expansion EIR | Arcadia CA
- Corona and Valley View Street Extensions EIR | Norco CA
- Messiah Lutheran Church Expansion | Yorba Linda CA
- Adventure City Specific Plan MND | Stanton CA
- Bake Parkway/Marine Way Realignment Addendum | Irvine CA
- Orange Coast Memorial Hospital EIR | Fountain Valley CA
- Los Caballeros Sports Club MND | Fountain Valley CA

THIRD-PARTY CEQA/NEPA REVIEW

- Foothill South Supplemental EIR | San Clemente CA
- Ridgeline Equestrian Estates | Orange CA
- Stadium Lofts MND | Anaheim CA
- Canyon Hills Manor Wedding Chapel EIR | Anaheim CA
- Stonegate EIR | Anaheim CA
- Excelaron Oil Conditional Use Permit Draft EIR | San Luis Obispo County CA
- Wilshire Specific Plan and EIR | Los Angeles CA
- Mountain Park Specific Plan Amendment EIR | Anaheim CA
- CenterLine Light Rail EIR/EIS | Santa Ana CA
- The Ranch Plan Program EIR | Rancho Mission Viejo CA
- Spectrum Housing EIR Addendum | Irvine CA
- Audie Murphy Ranch Specific Plan EIR | Anaheim CA
- Birch Hills Specific Plan EIR | Brea CA
- Lake Forest Opportunity Areas | Lake Forest CA

SPEAKING ENGAGEMENTS

- CEQA Basics and Legislative Update | California State Legislature | Sacramento CA
- CEQA Basics Training | Southern California Planning Commissioners, OC Public Works, City of Irvine, Orange County Building Industry Association
- CEQA Advanced Workshop | Chapman University School of Law | Orange CA
- Basic and Advanced CEQA Training Workshops | AEP Annual Training | Various Locations
- Guest Lecturer | University of California, Irvine, Graduate School of Management; UC Riverside; and Cal Poly, Pomona
- "Defensible—Not Gold Plated: Preparing Cost-Effective, Comprehensive, and Meaningful EIRs" | 2009 AEP CA State Conference | San Francisco CA
- "CEQA Basics" | 2009 ULI Young Leaders Workshop | Costa Mesa CA
- "Environmental Protection or Smart Growth? Conflicts between Infill Development and Local Environmental Regulation" | 2006 AEP CA State Conference | Newport Beach CA

NICOLE MORSE, Esq.

Associate Principal

Nicole has nearly 20 years of environmental planning experience. With her background as both an attorney and a planner, she thoroughly understands planning and zoning law, the California Environmental Quality Act (CEQA), SB 743, the California Global Warming Solutions Act of 2006 (AB 32), and the Sustainable Communities and Climate Protection Act of 2008 (SB 375). Nicole manages and coordinates environmental documents to withstand legal scrutiny. She reviews EIRs, negative declarations, and various technical reports for compliance with CEQA, NEPA, the Endangered Species Act (ESA), and various other regulatory requirements. She also conducts third-party review and litigation support for controversial projects.

Nicole has a broad spectrum of experience for public- and private-sector clients. She has prepared and managed environmental and planning documents for transit oriented development (TOD) projects, downtown and corridor redevelopment programs, urban infill (residential, mixed-use and high-rise), master planned communities, and general plans. For over 10 years, Nicole provided CEQA and ESA policy guidance as a representative on AEP's Legislative Review Committee—including on CEQA reform efforts, streamlining, and SB 743. She also speaks regularly on CEQA and related case law.

EDUCATION

» JD, Business Law, Whittier Law School, Costa Mesa
» BS, Applied Ecology, University of California, Irvine

REGISTRATIONS

» State Bar of California No. 262013

AFFILIATIONS

» Association of Environmental Professionals (AEP)

Team member since 2011

HIGHLIGHTS OF EXPERIENCE

CEQA DOCUMENTATION

» General Plan EIRs | Pasadena, San Clemente, Westminster, Temple City, La Habra, CA
» Southeast Area Specific Plan (SEASP) and Local Coastal Plan Amendment EIR | Long Beach CA
» Lincoln Avenue Specific Plan EIR | Pasadena CA
» Crown City Medical Center EIR | Pasadena CA
» Hotel Capistrano Addendum | San Juan Capistrano CA
» San Juan Hotel and Villas MND | San Juan Capistrano CA
» Tustin Legacy Specific Plan SEIR | Tustin CA
» Valley Boulevard Corridor Specific Plan EIR | San Bernardino County CA
» Harbor Boulevard Mixed Use Transit Corridor Plan | Santa Ana CA
» Addendum to the San Bernardino General Plan Update and Associated Specific Plans EIR (Transit Overlay District, Development Standards and Design Guidelines for Transit Stations) | San Bernardino CA
» Ocean Outlets Maintenance Manual MND | Orange County CA
» Del Amo Fashion Center Expansion Addendum | Torrance CA
» Covington Homes: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA
» Lakeview Apartments: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA

THIRD-PARTY REVIEW & LITIGATION SUPPORT

» Addendum to the Hollywood Park Redevelopment Project EIR | Inglewood CA
» First Nandina Logistics Center EIR | Moreno Valley CA
» World Logistics Center EIR (on behalf of MVUSD) | Moreno Valley CA
» Litigation Support for Eastridge Shopping Center, LLC | San Jose CA
» Church of the Woods Final EIR | San Bernardino County CA

PLACEWORKS

NICOLE MORSE
Associate Principal
nmorse@placeworks.com

» Planning Area 33 (Lots 105 and 107/108) General Plan Amendment and Zone Change | Irvine CA
» Rio Santiago Project EIR | Orange CA

PRIOR EXPERIENCE

» Historic Town Center Master Plan EIR | San Juan Capistrano CA
» Northern Sphere Area EIR | Irvine CA
» Planning Area 40/12 EIR | Irvine CA (EIR upheld in Defend the Bay v. City of Irvine (2004) 119 Cal.App.4th 1261)
» Friends Christian High School EIR | Yorba Linda CA
» Irvine Business Complex EIRs and Addendums (Kilroy, 2802 Kelvin, Central Park, The Plaza, Campus Center Apartments) | Irvine CA
» Westside Lofts MND | Costa Mesa CA
» Planning Area 17 (Quail Hill) EIR | Irvine CA
» Friends Christian High School EIR | Yorba Linda CA
» Culver Drive Realignment EA/MND | Irvine CA
» California Institute for Telecommunications and Information Technology Cal Research Facility IS/MND (UCI) | Irvine CA

TEACHING

» "Legal Challenges: Working with your Attorney" | Guest speaker, Environmental, Health & Safety Clearance for School Facilities course, UC Riverside Extension | 2014
» "CEQA Basics" | Guest speaker, UC Irvine Extension | 2010

SPEAKING ENGAGEMENTS

» "Bursting into Tiers: Getting the Most out of General Plan EIRs" | 2014 AEP CA State Conference | Huntington Beach, California
» CEQA Basics and Legislative Update | California State Legislature | Sacramento CA
» "Updates and Challenges to CEQA" | 2013 CASH Workshop: Charting the Legal Course: Navigating Potential Pitfalls for Your Local Bond Program | Costa Mesa CA
» "Nuts & Bolts Panel: Cultural Resources Assessments in California" | 2012 OCAEP Luncheon | Tustin CA

LEADERSHIP AND COMMUNITY

» OC Chapter Representative, AEP Legislative Committee | 2003–2013
» Executive Vice President and Newsletter Editor | AEP Orange County Chapter| 2000–2003

ALICE HOUSEWORTH, AICP, LEED AP

Senior Associate

Alice's focus on CEQA and NEPA compliance spans over 15 years and covers a variety of public and private sector projects. Her clear understanding and solid working knowledge of the environmental regulatory process and principles have been broadened by the complex and challenging projects she has managed. She has been responsible for document preparation and processing for projects involving transit, water facilities, coastal access, commercial, residential, shipping and ports, hillside development, large-scale mixed use, infrastructure (roads, railways), and schools. Her thorough, intelligible documents reflect her eye for consistency and detail and her commitment to quality. Alice also provides third-party review of EIRs prepared by other consultants.

A highly respected project manager, Alice directs the preparation of multidisciplinary environmental studies and analyses. She has prepared CEQA documents for development projects in the counties of Kern, Los Angeles, Riverside, San Bernardino, San Diego, and Orange, from a specific plan for a 7,110-acre planning area to a 14-unit condominium project. Alice has also completed nearly 60 environmental documents for new and expanded schools in 16 school districts.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- 1802 Santa Monica Boulevard Mixed Use Project EIR | Santa Monica CA
- Menifee General Plan EIR | Menifee CA
- Orange Coast Memorial Medical Center EIR | Fountain Valley CA
- Harvest Landing Specific Plan EIR | Perris CA
- Little Saigon- Moran Street Specific Plan EIR | Westminster CA
- Eastside Christian Church MND | Anaheim CA
- East Orange General Plan and Santiago Hills II EIR | Orange CA
- Brea Highlands Specific Plan EIR | Brea CA
- Yorba Linda Friends Church Expansion EIR | Yorba Linda CA
- Los Angeles Equestrian Center Events MND | Los Angeles CA
- Frazier Park Estates EIR | Los Angeles and Kern Counties CA
- Gosford Village EIR | Bakersfield CA
- CenterLine Light Rail SDEIS/RDEIR and FEIS/EIR, Orange County Transportation Authority | Orange County CA
- Bridge-to-Breakwater EIR, Port of Los Angeles | Los Angeles (San Pedro) CA
- Port Police Headquarters, Maritime Studies Center, and Charter School EIR, Port of Los Angeles | Los Angeles (San Pedro) CA
- Carbon-La Costa Beach Accessway MND, California State Coastal Conservancy | Malibu CA
- Menifee 2013-2021 Housing Element EIR Addendum | Menifee CA
- Cabrillo Way Marina Development Recirculated Supplemental EIR, Port of Los Angeles | Los Angeles (San Pedro) CA
- Berth 240Y and 262 Auto Terminal Relocation MND, Port of Los Angeles | Los Angeles (San Pedro) CA
- Fisherman's Village (Berths 87–90) Redevelopment MND, Port of Los Angeles | Los Angeles (San Pedro) CA

EDUCATION

- BS, Urban & Regional Planning, California State Polytechnic University, Pomona
- Certificate in Watershed Management, Chapman University
- Certificate in Educational Facilities Planning, University of California, Riverside

CERTIFICATIONS

- American Institute of Certified Planners
- Leadership in Energy and Environmental Design (LEED®) Accredited Professional, US Green Building Council

AFFILIATIONS

- American Planning Association
- Association of Environmental Professionals, former Administrative Vice President
- US Green Building Council, Orange County Chapter

Team member since 2005

PLACEWORKS

ALICE HOUSEWORTH
Senior Associate
ahouseworth@placeworks.com

- Malibu Road Beach Accessway MND, California State Coastal Conservancy | Malibu CA
- Walnut Grove Specific Plan MND | Walnut CA
- Moran/Bishop Senior Housing Complex (Saigon Villas) MND and Recirculated MND | Westminster CA
- Lemongrass Residential Development MND | Fountain Valley CA
- Summerstone Villas Residential Development MND | Fountain Valley CA
- Habitat for Humanity Housing Development MND | Westminster CA
- CenterStone at Towncenter Subdivision MND | Westminster CA
- Snow Creek Village Specific Plan MND | Walnut CA
- 45-Lot Jao Property Subdivision MND | Westminster CA
- Planning Area 27 Zone Change and Master Plan EIR | Irvine CA
- Occidental College MND & EA/FONSI | Los Angeles (Eagle Rock) CA
- F3 Milestone for the Rio Salado Oeste and Va Shly'ay Akimel EIS, US Army Corps of Engineers | Phoenix AZ

NEPA COMPLIANCE

- Occidental College MND & EA/FONSI | Eagle Rock CA
- CenterLine Light Rail SDEIS/RDEIR and FEIS/EIR, Orange County Transportation Authority | Orange County CA
- F3 Milestone for the Rio Salado Oeste and Va Shly'ay Akimel EIS, US Army Corps of Engineers | Phoenix AZ

INFRASTRUCTURE

- Fairhaven/Lincoln and Santa Clara/ Lincoln Intersection Modifications-Supplement to the Santa Ana Second Main Track EIR | Santa Ana CA
- Assessment District No. 161-Murrieta Hot Springs Road Extension MND, Riverside County Transportation and Land Management Agency | Murrieta CA
- Robert B. Diemer Filtration Plant Improvements EIR, Metropolitan Water District of Southern California | Yorba Linda CA
- El Chimisal Reservoir No. 3 MND, Rancho California Water District | Temecula CA
- East Garden Grove-Wintersburg Flood Control Improvement EIR, OC Public Works | Orange County CA
- Palos Verdes Road East / Bronco Drive Storm Drain Improvement Project MND | Rancho Palos Verdes CA
- Hollywood Water Quality Improvement Project EIR, County of Los Angeles | Los Angeles CA

TECHNICAL STUDIES

- South Region High School No. 8 Athletic Field Lighting Study | Los Angeles USD
- Troy High School Parking Study | Fullerton Joint Union High School District
- Pier 400 Maersk Sealand Shipping Gantry Cranes Visual Analysis Report, Port of Los Angeles | San Pedro CA
- Evergreen Shipping Gantry Cranes Visual Analysis Report, Port of Los Angeles | San Pedro CA
- Mammoth Orange Business Viability Study, California Department of Transportation District 6 | Madera County (Fairmead) CA

THIRD PARTY REVIEW

- Ponte Vista DEIR Third-Party Review | Los Angeles USD
- Wilshire Grand Redevelopment Project DEIR | Los Angeles CA

SCHOOL FACILITIES PLANNING

- Environmental documentation for over 60 schools in 15 school districts

SPEAKING ENGAGEMENTS

- "Green Teams and Garden Gnomes" | 2016 C.A.S.H. Conference | Sacramento CA

JORGE ESTRADA

Senior Associate

Jorge is an exceptionally diverse planner with a reputation for quality work and client satisfaction, experience with project management, and facility with both environmental and community planning and design. At PlaceWorks, Jorge focuses mostly on work for the Environmental team, but also spends a portion of his time on work for the Community Planning & Design team, demonstrating a breadth of perspective that is an asset to both. In addition to preparing and managing environmental documents and specific plans, Jorge also provides entitlement services for the public and private sectors. Jorge also provides in-house Spanish translations for an array of environmental and planning-related documents and materials. His confidence, high energy, and experience make him an invaluable team member and builder. A natural communicator, he is in demand for his client service skills.

HIGHLIGHTS OF EXPERIENCE

URBAN/COMPREHENSIVE PLANNING

» Desert Hot Springs Specific Plan | Desert Hot Springs CA
» Specific Plan No. 12 (Hampton Inn & Suites) | Claremont CA
» Temple City General Plan Update Technical Background Report | Temple City CA
» Centennial Specific Plan Green Program | Los Angeles County CA
» Eastvale Specific Plan Parking Analysis | Eastvale CA
» Sierra Madre GP Update Technical Background Report | Sierra Madre CA
» Ravenswood/4 Corners TOD Specific Plan | East Palo Alto CA
» Renaissance Specific Plan | Rialto CA
» Oak Springs Ranch Specific Plan | Wildomar CA
» Third-Party Land Use Consistency Analysis for Meridian Mountain Specific Plan EIR | San Diego County CA
» University Heights Specific Plan | San Marcos CA
» Ferber Ranch Specific Plan Amendment | Orange County CA
» Garrett Ranch Specific Plan | Wildomar CA
» Westminster Zoning Code Update | Westminster CA

CEQA ENVIRONMENTAL SERVICES

» General Plan EIRs for: the cities of Temple City, Sierra Madre, Industry, Los Alamitos, San Clemente, Yucca Valley, and Clovis | Various Cities CA
» City Plaza Apartments and Hotel EIR Addendum | Orange CA
» Specific Plan No. 12 (Hampton Inn & Suites) MND | Claremont CA
» Hyatt Regency Expansion EIR | Newport Beach CA
» San Juan Hotel and Villas EIR | San Juan Capistrano CA
» Chapman Apartments MND | Orange CA
» City Parkway Apartments MND | Orange CA
» Temple City Crossroads Specific Plan EIR | Temple City CA
» City of Hope Campus Specific Plan EIR | Duarte CA
» Midtown Specific Plan EIR | Long Beach CA
» Yorba Linda Gardens Residential Project MND | Yorba Linda CA
» San Juan Hills High School Campus Improvements MND | San Juan Capistrano CA
» San Clemente High School Campus Improvements MND | San Clemente CA

EDUCATION

» BS, Urban & Regional Planning, California Polytechnic State University, Pomona
» Certificate in Engineering/ Architectural AutoCAD, California State University, Long Beach

AFFILIATIONS

» American Planning Association

Team member since 2005

PLACEWORKS

JORGE ESTRADA
Senior Associate
jestrada@placeworks.com

- Wow Media Inc. Billboard Agreement MND | Inglewood CA
- Westside Gateway MND | Costa Mesa CA
- Specific Plan No. 3 MND | Walnut CA
- ETCO Homes' Lakeview Apartments EIR | Yorba Linda CA
- The Olson Company Townhomes on Washington Avenue MND | Orange CA
- Covington Townhomes EIR Addendum | Yorba Linda CA
- CollegeTown Specific Plan EIR | Fullerton CA
- Uptown Newport EIR | Newport Beach CA
- Harbor Corridor Specific Plan EIR | Santa Ana CA
- Magnolia Residential Project EIR | Upland CA
- Cash 4 Cans + Recycling Center CEQA Exemption | Westminster CA
- San Bernardino TOD Overlay District EIR Addendum | San Bernardino CA
- Industry Housing Element ND | Industry CA
- Valley Boulevard Widening MND | Industry CA
- Wenzlaff Elementary School Conversion MND | Desert Hot Springs CA
- Meridian Specific Plan MND | Claremont CA
- Serrano I and II Residential Project MND | Claremont CA
- City Ventures Residential Project MND | Claremont CA
- Western Christian Schools Campus Improvements MND | Claremont CA
- Taylor Morrison Residential Project MND Addendum | Claremont CA
- Olson Company Residential Project MND | Claremont CA
- Frontier Enterprises, The Colony EIR Addendum | San Bernardino CA
- Baldwin Park Industrial MND | Industry CA
- Oakbrook Village EIR Addendum | Laguna Hills CA
- Courts at Monte Vista MND Addendum | Claremont CA
- Ravenswood/4 Corners TOD Specific Plan EIR | East Palo Alto CA
- Police and Public Works Facilities EIR | San Gabriel CA
- Irvine CEQA Guidelines | Irvine CA
- Great Park Neighborhoods Supplemental EIR | Irvine CA
- Section 19 Specific Plan EIR | Rancho Mirage CA

ENTITLEMENT SERVICES

- Christ Cathedral Framework Plan and Entitlements | Garden Grove CA
- Temecula Valley Charter School Public Use Permit | Winchester CA
- Third-Party Review of Recyclable Content Construction Materials Documentation for Various Development Projects in the Irvine Business Complex | Irvine CA
- Glenarm Power Plant Repowering Project CUP and Variance| Pasadena CA
- Stanton Homes Eastvale Residential Project GPA and Zone Change | Eastvale CA
- Earl Scheib Paint and Body CUP | Canoga Park CA
- CNG Bus Fueling Facility CUP | Capistrano USD
- Coast Line Beauty College Variance | Fountain Valley CA
- South Coast Collection Sign Program | Costa Mesa CA
- Lyon Homes Residential Master Plan and Tract Map | Irvine CA
- Stanton Plaza Specific Plan Phase II | Stanton CA

ELIZABETH KIM

Senior Associate

With more than 15 years of professional experience, Elizabeth has steadily developed her skills in environmental analysis, policy analysis, and municipal planning. Her position as a planning intern for the City of Glendale gave Elizabeth a hands-on knowledge of land use regulations and municipal policy implementation. She has worked extensively with school districts, managing environmental documentation and constraints mapping. Her responsibilities also include research, analysis, and report preparation for a variety of environmental and public policy efforts.

At PlaceWorks, Elizabeth worked on the Platinum Triangle Subsequent EIR for the City of Anaheim, a mixed-use project that required compliance with previously adopted documents and the integration of many technical studies into a consistent, easy-to-read public document. She assisted the Imperial Unified School District, which was dealing with new growth and development, to understand urban planning concepts and the environmental review process, and compiled information for a constraints map showing various environmental, health, and safety concerns. As project manager for an early education center and child development center, she navigated successfully through community opposition and frequent project changes.

EDUCATION

» Master of Urban & Regional Planning, University of California, Irvine
» BA, Environmental Analysis & Design, University of California, Irvine

AFFILIATIONS

» Association of Environmental Professionals

Team member since 1999

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

» Anaheim Canyon Specific Plan EIR | Anaheim CA
» The Platinum Triangle Subsequent EIR | Anaheim CA
» The Gene Autry Experience EIR | Anaheim CA
» A-Town Stadium and Orangewood Condominium Project | Anaheim CA
» Amendment to The Platinum Triangle Master Land Use Plan EIR | Anaheim CA
» Southeast Urban Center | Clovis CA
» Hemet Stock Farm Specific Plan EIR | Hemet CA
» Patriotic Hall Rehabilitation EIR | Los Angeles County CA
» Town Center EIR | Yorba Linda CA
» Olson Company Residential Projects | Westminster CA
» Vortex Specific Plan & EIR | Desert Hot Springs CA
» Continental Marketing Services Industrial Warehouses | Industry CA
» Harrison Avenue Business Park | Industry CA
» Valley Boulevard Improvements | Industry CA
» Liu Company Warehouse Additions | Industry CA
» Valley/7th Avenue Widening | Industry CA
» Sign Ordinance Amendment | Industry CA
» 2nd Street & E Street Mixed Use Project EIR | San Bernardino CA
» Seashore Village | Newport Beach CA
» Kaiser Permanente Noise Assessment | Ontario CA
» Lewis Retail Centers | Pomona CA

SCHOOL FACILITIES PLANNING

» Fontana High School No. 4 EIR | Fontana USD
» Lincoln II South Elementary School EIR | San Bernardino City USD
» New High School EIR | Placentia-Yorba Linda USD

PLACEWORKS

ELIZABETH KIM
Senior Associate
ekim@placeworks.com

- Review of Port of Los Angeles Southern California International Gateway EIR for school-related issues | Long Beach USD
- Constraints Mapping and School Master Plan | Imperial USD
- Colton High School Modernization & Improvement Mitigated Negative Declaration (MND) | Colton Joint USD
- Elementary School No. 26 MND | Moreno Valley USD
- La Jolla Elementary School MND | Moreno Valley USD
- Education Center Conversion | Pomona USD
- High School No. 4 MND | Alvord USD
- Middle School No. 5 MND | Colton Joint USD
- Temecula Valley High School Modernization & Improvement MND | Temecula Valley USD
- New Gratts Primary Center & Early Childhood Education Center MND | Los Angeles USD
- Fontana Elementary School No. 31 MND | Fontana USD
- New K–8 School in the Lake Hills Development MND | Alvord USD
- Quinta De Lago Elementary School MND | Temecula Valley USD
- Long Beach Airport Terminal Improvement Project | Long Beach USD
- Yorba Linda High School EIR | Placentia-Yorba Linda USD
- K–8 School at Brea Sports Park | Brea-Olinda USD
- High School No. 5 EIR and Rail Risk Study | Fontana USD

MICHAEL MILROY

Associate

Michael is known for his versatility and his in-depth understanding of environmental and planning issues. He is particularly knowledgeable about issues surrounding biological resources and is an important contributor to many of our projects. Michael provides effective, to-the-point analyses—both as project manager for mitigated negative declarations and negative declarations and as a team member for numerous EIRs. His projects cover a wide range, from large mixed-use projects to schools to residential, commercial, and industrial projects. Michael was involved with The Ontario Plan EIR, the City of Torrance General Plan EIR, and the Los Angeles County General Plan EIR.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

» Westminster 2006–2014 Housing Element IS/ND | Westminster CA
» Garrett Ranch Specific Plan EIR | Hemet CA
» Puente Hills Intermodal Facility EIR | Industry CA
» Village Green Specific Plan EIR | Santa Ana CA
» Harvest Landing Specific Plan EIR | Perris CA
» Orange Coast Memorial Medical Center EIR | Fountain Valley CA
» Greenspot Village & Marketplace Specific Plan EIR | Highland CA
» Harry Sheppard Residential Project MND | San Bernardino CA
» Los Altos Foods MND | Industry CA
» FedEx Diesel Fuel Facility ND | Industry CA
» Section 19 Specific Plan IS | Rancho Mirage CA
» Bethsaida Senior Living Project | Tustin CA
» Hemet Stock Farm Specific Plan EIR | Hemet CA
» 6722 Rugby Avenue IS/MND | Huntington Park CA
» 16901 Jamboree Residential Project EIR | Irvine CA
» Great Park Supplemental EIR | Irvine CA
» Irvine Technology Center/Greenlaw Partners EIR | Irvine CA
» 109th Street Pool & Bathhouse Replacement EIR | Los Angeles CA

GENERAL PLAN EIRS

» Torrance General Plan Update EIR | Torrance CA
» Los Angeles County General Plan Update EIR | Los Angeles County CA
» Ontario General Plan Update EIR | Ontario CA
» El Monte General Plan & Zoning Code Update EIR | El Monte CA

SCHOOL FACILITIES PLANNING

» South Region High School No. 14 EIR | Los Angeles USD
» Valley Region Elementary School No. 10 EIR | Los Angeles USD
» New 7–12 School | Coachella Valley USD
» High School No. 5 EIR | Moreno Valley USD
» Elementary School No. 24 and Middle School No. 7 EIR | Moreno Valley USD
» Arcadia High School Modernization IS | Arcadia USD
» Exemption review for multiple schools | Arcadia USD
» Feasibility Study for New High School on Midway Drive | Escondido Union High School District

EDUCATION

» MS, Interdisciplinary Studies/ Neuroscience, California State University, Long Beach
» BS, Biological Science, California State University, Long Beach
» Certificate in Environmental Management, University of California, Irvine

AFFILIATIONS

» Association of Environmental Professionals

Team member since 2006

PLACEWORKS

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RYAN POTTER, AICP

Associate

Ryan has a talent for understanding the complexity of a project or community and responding to that complexity with a multidisciplinary approach and an eye for detail. He performs a variety of tasks that revolve around ensuring that the environmental team's work is internally consistent and sensitive to external factors. Ryan draws from a diverse background that includes performing code compliance activities for municipal governments, designing urban infill and mixed use developments, and writing design guidelines for master-planned communities. This background has informed Ryan's work at PlaceWorks, where he has assisted with CEQA documents for major sporting facilities and specific plans in Southern California.

Ryan's greatest strength is his understanding of the relationship between regulation and project design. His skills related to AutoCAD, Adobe Suite software, hand-sketching, research, technical writing, and reading architectural plans make him a well-rounded member of the environmental team and allow him to be responsive to the special needs of clients.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL PLANNING

» Los Angeles County General Plan Update EIR | Los Angeles County CA
» Antelope Valley Program EIR | Los Angeles County CA
» CollegeTown Specific Plan EIR | Fullerton CA
» Heritage Fields Supplemental EIR | Irvine CA
» Honda Center Enhancement Project EIR | Anaheim CA
» La Habra General Plan Update EIR | La Habra CA
» Lincoln Avenue Specific Plan EIR | Pasadena CA
» Pasadena General Plan Update EIR | Pasadena CA
» San Clemente General Plan EIR | San Clemente CA
» San Juan Hotel & Villas MND | San Juan Capistrano CA
» Yucca Valley General Plan Update EIR | Yucca Valley CA

COMMUNITY PLANNING

» Base Line Corridor VMT to BRT, SCAG Compass Blueprint Demonstration Project | Highland CA
» Sierra Madre Technical Background Report | Sierra Madre CA
» Yucca Valley Community Profile | Yucca Valley CA

DESIGN

» WRCOG Subregional Sustainability Plan Framework | Riverside County CA

SPEAKING ENGAGEMENTS

» "Avoiding the Unequal Burdens of the Past: The Future Role of Environmental Justice in CEQA" (Moderator) | 2018 State AEP Conference, Rancho Mirage, CA
» "Bolstering Legal Defensibility: Case Law and Common Vulnerabilities to Challenges" (Online Course Guest Lecturer) | UC San Diego Extension, 2017
» CEQA Essentials Workshop | Orange County AEP, 2014

EDUCATION

» Master of Urban and Regional Planning, University of California, Irvine
» BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

» American Institute of Certified Planners

AFFILIATIONS

» American Planning Association
» Association of Environmental Professionals

Team member since 2011

PLACEWORKS

RYAN POTTER
Associate
rpotter@placeworks.com

AWARDS

» 2011 Hagman Scholar, UCLA Extension | 2011 Land Use Law and Planning Conference
» 2011 Outstanding Professional Report, Department of Planning, Policy, and Design, UC Irvine
» 2006 Outstanding Academic Award (project contributor and submission organizer), APACA | Templeton 2030 Community Plan and Downtown Vision
» 2005 Service to Department Award, City and Regional Planning, Cal Poly San Luis Obispo

ACTIVITIES

» Student Representative, APACA Orange County Section Board of Directors | 2010
» President, Cal Poly Associated Students in Planning, Cal Poly San Luis Obispo | 2004 to 2005

LEADERSHIP AND COMMUNITY

» Board Member, AEP Orange County, 2012 to 2016
» Co-editor, Bank of America Low Income Housing Challenge, UC Irvine Submission, 2011
» Conference Committee Member, 2014 State AEP Conference

MICHAEL PAUL

Project Planner

Michael's passion and experience in working with the built environment, urban design, policy, and sustainability give him a solid foundation for environmental impact analysis and planning. Additionally, his enthusiasm for civic engagement makes him an effective liaison with the public. He also has experience with a variety of graphic tools—such as AutoCAD, SketchUp, GIS, and the Adobe Creative Suite—and produces sharp project graphics. He relies on a diverse background of community outreach, urban design, policy-making, and environmental analysis, which have shaped his writing and research ability. His skill set and passion to pursue the vision of PlaceWorks make him a valuable asset to both the environmental and planning teams.

HIGHLIGHTS OF EXPERIENCE

- North School Reconstruction EIR | Hermosa Beach CA
- Skyline Elementary School Reconstruction Project MND | Solana Beach CA
- Solana Beach Child Development Center and District Office Exemption and Coastal Development Permit | Solana Beach CA
- Building A Replacement Project Exemption and Coastal Development Permit | Solana Beach CA
- La Costa Meadows Elementary School Reconstruction Project MND | Carlsbad CA
- San Diego County Office of Education Solar Array Project Exemptions | San Diego County CA
- Vallejo General Plan and Sonoma Boulevard Specific Plan EIR | Vallejo CA
- De Anza Revitalization Plan | San Diego CA
- Morena Corridor Specific Plan EIR | San Diego CA
- Fiesta Island Master Plan Amendment EIR | San Diego CA
- Alvin Dunn K-8 School Enhancement MND | San Marcos CA
- Victor Elementary School No.20 | Victorville CA
- Canyon Springs High School Athletic Complex EIR | Moreno Valley CA
- Stone Ranch Elementary School Additions | Poway CA
- Point Loma High School Whole Site Modernization and Athletic Facilities Upgrades Project | Point Loma CA
- Removal of Old Schoolhouse EIR | Azusa CA
- Indian Springs Performing Arts Center MND | Indian Springs CA
- Waterman + Baseline Neighborhood Transformation Specific Plan EIR | San Bernardino CA
- South Beach Restroom EIR | Coronado CA
- Residential Care Facility EIR | Solana Beach CA
- New Murray Middle School MND | Ridgecrest CA
- Spencer Valley Parcel Acquisition Exemption | Wynola CA
- Solar Array Projects for Margarita Middle School and Vintage Hills Elementary School Exemptions | Temecula CA
- Huntington Middle School Athletic Center Modernization Project Exemption | San Marino CA
- South High School Auditorium MND | Torrance CA
- North High School Auditorium MND | Torrance CA
- West High School Auditorium MND | Torrance CA

EDUCATION

- BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

AFFILIATIONS

- American Planning Association
- Association of Environmental Professionals

Team member since 2015

PLACEWORKS

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NICOLE VERMILION

Associate Principal, Air Quality/GHG & Noise

As Director of Air Quality, GHG & Noise Services, Nicole oversees project staffing and timing for the air quality, GHG, and noise technical team's impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous greenhouse gas emissions inventories for individual projects as well as citywide emissions inventories for general plans.

Nicole frequently presents at conferences, including the APA California State Conference and the AEP California State Conference. She participated in the San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group for development projects and beta-tested the South Coast Air Quality Management District's new CalEEMod program. As a member of AEP's Climate Change Committee, Nicole has contributed to white papers addressing GHG emissions inventories for climate action plans and general plans, and she is working with the committee on a new white paper about post-2020 GHG thresholds.

HIGHLIGHTS OF EXPERIENCE

AIR QUALITY AND GREENHOUSE GAS ANALYSES

- Valley Corridor Specific Plan EIR | County of San Bernardino CA
- San Leandro Shoreline Development EIR | San Leandro CA
- Air Quality and GHG Emissions Technical Report for the Town Center Marketplace (Rich Development Enterprises, LLC) | Menifee CA
- Air Quality and GHG Emissions Technical Report for the Del Amo Financial Center Expansion (Muller Company) | Torrance CA
- City of Industry Climate Action Plan | City of Industry CA
- Butcher's Corner EIR | Sunnyvale CA
- Hotel Project Sonoma EIR | City of Sonoma CA
- Del Avenue Specific Plan EIR | Campbell CA
- Millbrae Station Area Specific Plan EIR | Millbrae CA
- Midtown Specific Plan EIR | Long Beach CA
- Serramonte Shopping Center Expansion EIR | Daly City CA
- Atherton Civic Center EIR | Atherton CA
- Walnut Creek Downtown Specific Plan EIR | Walnut Creek CA
- Antelope Valley Area Plan EIR | County of Los Angeles CA

CEQA ANALYSES

- CollegeTown Specific Plan EIR | Fullerton CA
- City of Irvine CEQA Manual | Irvine CA
- Puente Hills Intermodal Facility EIR | Industry CA
- Irvine Business Complex EIR and GHG Inventory | Irvine CA
- UDR Los Alisos Apartments Mitigated Negative Declaration | Mission Viejo CA
- North Hemet Specific Plan EIR | Hemet CA
- City Ventures LLC Townhome Mitigated Negative Declaration | Claremont CA

EDUCATION

- Master of Urban & Regional Planning, University of California, Irvine
- BS with Honors, Ecology & Evolutionary Biology, University of California, Santa Cruz
- BA with Honors, Environmental Studies, University of California, Santa Cruz

AFFILIATIONS

- American Planning Association
- Association of Environmental Professionals

Team member since 2004

PLACEWORKS

NICOLE VERMILION
Associate Principal
nvermilion@placeworks.com

GENERAL PLAN EIRS

» Los Alamitos General Plan EIR | Los Alamitos CA
» Yucaipa General Plan EIR | Yucaipa CA
» Yucca Valley General Plan EIR and GHG Inventory | Yucca Valley
» The Ontario Plan EIR and GHG Inventory | Ontario CA
» Torrance General Plan Update EIR and GHG Inventory | Torrance CA
» Palm Springs General Plan Update EIR and GHG Inventory | Palm Springs CA
» San Bernardino General Plan and Arrowhead Springs Specific Plan EIR | San Bernardino CA
» Highland General Plan Update EIR | Highland CA
» Rancho Mirage General Plan Update EIR | Rancho Mirage CA

ACTIVITIES

» Climate Change Committee | California Association of Environmental Professionals
» GHG Significance Thresholds Working Group | San Joaquin Valley Air Pollution Control District
» CalEEMod Emissions Inventory Model Beta-Testing | South Coast Air Quality Management District

SPEAKING ENGAGEMENTS

» "CEQA and Post-2020 GHG Emissions Reduction Planning," 2015 California Climate Action Planning Conference | Cal Poly San Luis Obispo
» "Post-2020 Reduction Targets in Climate Action Plans," AEP Climate Change Committee | 2015 AEP CA State Conference | Santa Barbara CA
» "Health Risk Challenges of Siting Housing near High-Volume Roadways" | 2014 APACA State Conference | Anaheim CA
» "California Supplement to the US Protocol for Accounting and Reporting GHG Emissions" | 2014 AEP CA State Conference | Huntington Beach CA
» "Climate Action Plans That Comply with CEQA" | 2014 AEP CA State Conference
» "AEP's Climate Change Committee Presents 'The Idiot's Guide to Climate Action Planning'" | 2013 AEP CA State Conference | Los Angeles CA
» "CEQA Basics Training" | OC Public Works, 2013
» "Global Warming and Greenhouse Gases" | One-day course (ENSC 174), UC Riverside, Fall 2012
» "Forecasting Community-Wide GHG Emissions and Setting Reduction Targets" | 2012 APACA State Conference | Rancho Mirage CA
» "Community-Wide GHG Baseline Inventories" | 2011 APACA State Conference | Santa Barbara CA
» "Innovations in Sustainability" Workshop | APACA Inland Empire Section, 2011
» "The Baseline Inventory: What You Should Know before Preparing a GHG Reduction Plan" | 2011 AEP CA State Conference | Monterey CA

ARTICLES AND PUBLICATIONS

AEP CLIMATE CHANGE COMMITTEE WHITE PAPERS

» "Beyond 2020: The Challenge of Greenhouse Gas Reduction Planning by Local Governments in California," March 2015
» "Forecasting Community-Wide Greenhouse Gas Emissions and Setting Reduction Targets," May 2012
» "California Community-Wide Greenhouse Gas Baseline Inventory Protocol," June 2011
» "Tiering Off Climate Action Plans: Potential Advantages to Jurisdictions under the Proposed CEQA Guidelines," *Environmental Monitor* (AEP), Fall 2009
» "Getting Serious on Global Warming," *Green Home Builder,* October 2007

FERNANDO SOTELO, PE, PTP

Senior Engineer, Transportation

Fernando is a registered traffic engineer in California and a certified transportation planner, with a master's degree in transportation engineering. He has extensive experience in CEQA and the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. His professional experience with traffic and parking analyses includes several schools and a variety of land development uses, such as warehousing, mixed use, commercial, and recreation projects in southern and northern California. Fernando understands the complexities of transportation planning and plays a large role coordinating with subconsultants, often reviewing transportation studies and preparing transportation sections for EIRs for major projects such as general plan updates and specific plans. He focuses particular attention on issues such as vehicular circulation, site access, queuing, and pedestrian routes to school and safety. In addition to his experience in traffic, Fernando has prepared hundreds of technical studies for noise and air quality analyses on a variety of projects.

HIGHLIGHTS OF EXPERIENCE

TRAFFIC AND PARKING STUDIES

- Claremont Hampton Inn Traffic Impact Analysis | Claremont CA
- San Clemente High School Traffic Impact Analysis | San Clemente CA
- Norwalk Fitness Village Shared Parking Analysis | Norwalk CA
- Anaheim Digester Traffic and Parking Analysis | Anaheim CA
- Crossroads Office Building Traffic Impact Analysis | Industry CA
- Murray Middle School Traffic Impact Analysis | Ridgecrest CA
- Industry Business Center Trip Generation Analysis | Industry CA
- Transportation Analysis, San Joaquin River Recreational Area Master Plan | Fresno CA
- Peer Review, City of Industry Traffic Impact Analysis | Industry CA
- Summit Leadership Academy High Desert | Hesperia CA
- Traffic Study for the Sycamore Academy | Wildomar CA
- Traffic Study for the Orange County Educational Arts Academy | Santa Ana CA
- Traffic Study for Community Library | Novato CA
- Greenville/Banning Channel Improvements Traffic Analysis | Orange County CA
- Walnut Drive South Roadway Improvements Traffic Analysis | Industry CA
- Platinum Triangle Gateway Trip Generation Analysis | Anaheim CA
- Glorietta Bay Boat Launch and Dock Improvements Traffic Analysis | Coronado CA
- Telegraph Mixed-Use Project Trip Generation Study | Berkeley CA
- Louden Industrial Warehouse Traffic Impact Analysis| Industry CA
- Don Julian Warehouse Traffic Impact Analysis | Industry CA
- Solana Beach Dog Access and Parking Study | Solana Beach CA
- Merit Academy Expansion Traffic Impact Analysis | El Cajon CA
- Torrey Pines High School Traffic Impact Analysis | San Diego CA

EDUCATION

- MS, Civil Engineering (Transportation), University of Southern California
- BS, Naval Engineering, University of Sao Paulo, Brazil

REGISTRATION

- California Registered Professional Traffic Engineer No. TR 2770

CERTIFICATIONS

- Professional Transportation Planner No. 502

AFFILIATIONS

- Institute of Transportation Engineers
- Orange County Traffic Engineers Council
- Institute of Noise Control Engineers

Team member since 2011

PLACEWORKS

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JOSHUA CARMAN

Senior Associate

Joshua Carman has 17 years of experience in the field of acoustics and air quality and has participated in the environmental review process for many diverse projects in California, Washington, Nevada, and New York. Joshua prepares noise and air quality/greenhouse gas assessments for environmental impact studies (CEQA/NEPA) and technical noise studies for transportation projects using federal, state, regional, and local guidelines and methodology. His experience includes complex project- and program-level analyses of mixed-use development, traffic, transit, and transportation, community health risk assessments, vibration, industrial, infrastructure and utilities, telecommunications, hydroacoustics, and construction projects. He is certified in the use of the FHWA's Traffic Noise Prediction Model (TNM) and the US EPA AERMOD air dispersion model.

Joshua's project experience includes conducting the noise modeling, analysis and preparation of the noise study report for the Mid-County Parkway EIR/EIS, a 16-mile transportation corridor in Riverside County; the air quality study for the Cordes Ranch Specific Plan in Tracy; noise measurements for the Harry Tracy Water Treatment Plant in San Bruno; on-site vibration monitoring for the BART Rock Blanket Project in San Francisco; and noise and vibration measurements for a New York City Transit Authority subway extension.

PRIOR EXPERIENCE

- Aperture Cellars Winery and Tasting Room GHG Assessment | Healdsburg CA
- The Block Temporary Residence Project Community Risk and Noise Assessment | Santa Rosa CA
- Dougherty Road Improvement Project Noise Assessment | Dublin CA
- East Bay Municipal Utility District Summit Reservoir Noise & Vibration Monitoring | Berkeley CA
- East Palo Alto Arts and Music Center Air Quality/GHG Assessment | East Palo Alto CA
- East Palo Alto General Plan Update EIR | East Palo Alto CA
- Forestville Town Park Ambient Noise Measurements | Forestville CA
- Hattesen Solar Generation Facility Air Quality/GHG Assessment | Kings County CA
- Kaiser Los Gamos Medical Office Building Air Quality/GHG Assessment | San Rafael CA
- Lawrence Station Area Plan Air Quality/GHG Assessment | Santa Clara CA
- Martinez General Plan Update EIR | Martinez CA
- Mill District Mixed-Use Project Air Quality/GHG Assessment and Ambient Noise Measurements | Healdsburg CA
- Modesto General Plan Update EIR | Modesto CA
- Naval Base Kitsap at Bangor, Hydroacoustic and Construction Noise Monitoring | Silverdale WA
- North Bayshore Precise Plan Air Quality/GHG Assessment | Mountain View CA
- Route 101/De La Cruz Boulevard/Trimble Road Reconstruction Project Noise Study Report | Santa Clara County CA
- Saint Mary's College Campus Master Plan Air Quality/GHG Assessment | Moraga CA

EDUCATION

- BA, Environmental Studies
  University of California, Santa Cruz

Team member since 2018

PLACEWORKS

JOSHUA CARMAN
Senior Associate
jcarman@placeworks.com

- San Carlos Tierra Linda School Air Quality/GHG Assessment | San Carlos CA
- San Francisco Public Utilities Commission Regional Groundwater Storage and Recovery Project| Bay Area CA
- Santa Clara County Civic Center Master Plan Air Quality/GHG Assessment | San Jose CA
- Santa Rosa Junior College Science and Math Replacement Project Community Risk Assessment | Santa Rosa CA
- Silicon Sage Mixed-Use Project Air Quality/GHG Assessment | Fremont CA
- So Hay Mixed-Use Project Air Quality/GHG Assessment | Hayward CA
- Solstice Sonoma Rural Lodging, Recreation and Event Facility GHG Assessment | Sonoma County CA
- Stonegate Subdivision Air Quality/GHG Assessment | Chico CA
- Southern Humboldt Park Air Quality/GHG Assessment | Humboldt County CA
- SVCW Wastewater Treatment Plan Improvements Phase 2 Air Quality Assessment | Redwood City CA
- Topgolf Entertainment Complex and Hotel Air Quality Assessment | San Jose CA
- West Sacramento Corporation Yard Air Quality/GHG Assessment | Sacramento CA

JOHN VANG, JD

Senior Associate

John is a specialist on the air quality, greenhouse gas, and noise assessment team. His background and experience give him a solid foundation in quantitative and qualitative analysis—a valuable asset and indispensible to the assessment of environmental impacts. He completes and assists with technical analyses for a wide variety of projects—general plans and specific plans; schools; and developments with commercial, industrial, residential, and mixed uses.

John was a beta-tester for CalEEMod 2013, and he is proficient in the various modeling software for air quality, health risk, and noise technical studies, such as EMFAC, AERMOD, SCREEN3, CALINE4, and the Federal Highway Administration's Traffic Noise Model. He also has experience preparing traffic and other sections for CEQA documents.

EDUCATION

- Master of Urban Planning, Design, & Development, Cleveland State University
- Juris Doctor, Cleveland-Marshall College of Law, Cleveland State University
- BA, Anthropology, University of California, Los Angeles

Team member since 2008

HIGHLIGHTS OF EXPERIENCE

CEQA ANALYSIS

- Landmark Hotel EIR | San Carlos CA
- San Juan Hotel & Villas MND | San Juan Capistrano CA
- Los Angeles County General Plan Update EIR | Los Angeles County CA
- Clovis General Plan and Development Code Update EIR | Clovis CA
- Pasadena General Plan EIR | Pasadena CA
- San Clemente General Plan EIR | San Clemente CA
- Harbor Corridor Specific Plan EIR | Santa Ana CA
- Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- Magnolia Residential Project EIR | Upland CA
- Temple Industrial Warehouse/Office IS | Industry CA
- Logistics Terminals, Inc., Development Plan & Zone Exception IS | Industry CA
- Crummer Site Subdivision EIR | Malibu CA
- Puente Hills Intermodal Facility EIR | Industry CA
- The Platinum Triangle Subsequent EIRs | Anaheim CA
- Fresno El Paseo Master Plan EIR | Fresno CA

TECHNICAL STUDIES

- Landmark Hotel, Construction Health Risk Assessment Technical Report | San Carlos CA
- Rancho Cucamonga Fire Protection District Fire Training Center, Air Quality and Greenhouse Gas Emissions Technical Study | Rancho Cucamonga CA
- Sycamore Academy at 23151 Palomar Street, Greenhouse Gas Emissions Technical Memorandum | Wildomar CA
- Serramonte Shopping Center Expansion Project, Construction Health Risk Assessment Technical Report | Daly City CA
- Torrance Memorial Medical Center | Torrance CA
- Coca-Cola Warehouse Expansion, Air Quality Memorandum | Orange CA
- Potential Noise Impacts from Carlsbad New High School No. 2 on the Least Bell's Vireo and California Gnatcatcher Habitat, Technical Noise Memorandum | Carlsbad USD

ACTIVITIES

- CalEEMod Emissions Inventory Model Beta-Testing | South Coast Air Quality Management District, 2012

PLACEWORKS

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ALEXIS WHITAKER, LEED AP

Project Scientist

Alexis brings a strong scientific background and deep understanding of environmental systems to the environmental planning team. Alexis is passionate about the interplay between environmental systems and society. With a background in scientific research, Alexis contributes her technical skills in CalEEMod, GIS, and data management to any project she works on. Her work has focused on how science can inform environmental planning and policymaking. Alexis has completed air quality, greenhouse gas, and noise analyses for commercial, residential, and park projects. Additionally, she has applied her quantitative skill set to school projects, contributing to rail safety studies and air toxics health risk assessments. She is passionate about sustainability, and she is committed to producing high-quality results.

HIGHLIGHTS OF EXPERIENCE

AIR QUALITY & GHG ASSESSMENT

» Muroc Unified School District Edwards AFB Campus MND, Rosamond CA
» Olson East Street Townhomes EIR Addendum, Anaheim CA
» Alviso Park Master Plan IS/MND, San Jose CA
» The Forum at Rancho San Antonio EIR, Cupertino CA
» Wiseburn Charter School EIR Addendum, El Segundo CA
» The Marina Plaza Project IS/MND, Cupertino CA
» Midcoast Multimodal Trail IS/MND, San Mateo County CA
» Fire Station 57 & Public Safety Center IS/MND, San Rafael CA
» San Juan Capistrano Hotel EIR Addendum, San Juan Capistrano CA
» Heritage Middle School IS/MND, Oakland CA
» Caliber Charter School IS/MND, Vallejo CA

NOISE ASSESSMENT

» 1091 Industrial Road Project EIR, San Carlos CA
» 500 Oregon Street Charter School IS/MND, Vallejo CA
» Public Safety Building IS/MND, San Rafael CA
» Scenic Boulevard Subdivision IS/MND, Cupertino CA
» KIPP/Heritage Charter Middle School IS/MND, San Jose, CA

RISK ASSESSMENT

» Hayward Unified School District Measure L Bond Program, Hayward CA
» Ocean Charter Schools CEQA Services for Proposed New School at 12870 Panama Street, Los Angeles CA
» Santa Rosa Southeast Greenway Phase I, Santa Rosa CA

PRIOR EXPERIENCE

PROGRAM ASSOCIATE AT THE ALLIANCE TO SAVE ENERGY

» Partnered with K-12 schools and utilities to reduce energy consumption on school campuses. Conducted energy audits, led student workshops, and managed the program's social media presence.

EDUCATION

» BS, Environmental Science, University of California, Los Angeles

CERTIFICATIONS

» Leadership in Energy and Environmental Design Accredited Professional

AFFILIATIONS

» Association of Environmental Professionals

Team member since 2016

PLACEWORKS

INTERN AT THE US ENVIRONMENTAL PROTECTION AGENCY

» Supported three independent, congressionally-mandated Federal Advisory Committees that provide scientific and technical guidance to the EPA Administrator. Developed an outreach strategy to increase the engagement and participation of scientific associations, universities, and professional organizations in the committee creation process.

ALEXIS WHITAKER
Project Scientist
awhitaker@placeworks.com

SCOTT ASHLOCK, ASLA

Senior Associate

Scott's background in architecture and landscape architecture and his savvy technological skills make him well versed in the nuts and bolts of design. His vigorous desire to expand his knowledge and his extensive travels make his approach to any project exciting and remarkable.

Scott is adept at tackling a variety of complex issues, but his passion is landscape architecture and how to address the natural and built environment, from large master-planned communities to specific sites. He incorporates principles of Asian landscape design; drought-tolerant landscapes; California native plantings; and demonstration, educational, and healing gardens. He also has extensive experience with construction documents, planting plans, and site designs and has worked with contractors and crews to ensure that the design intent and vision of a project are captured. Scott can develop creative design solutions and carry them forward from concept to project completion.

HIGHLIGHTS OF EXPERIENCE

SPECIFIC PLANS AND OTHER PLANNING SERVICES

» De Anza Park Revitalization Plan | San Diego CA
» Tesoro Viejo | Madera CA
» Greenspot Specific Plan | Highland CA
» CollegeTown Specific Plan | Fullerton CA
» French Valley Specific Plan | County of Riverside CA
» Garrett Ranch Specific Plan | Hemet CA
» Mill Creek Specific Plan | Chino CA
» Arbor Vista Specific Plan | Temecula CA
» Seven Oaks Business Park Design Guidelines | Bakersfield CA
» Carmenita Truck Center Planning Services | Santa Fe Springs CA

CORRIDOR PLANNING AND TRANSIT-ORIENTED DEVELOPMENT

» San Bernardino Transportation-Oriented Development | San Bernardino CA
» Beach Boulevard Corridor Fly-through Model | Buena Park CA
» Highland Baseline Corridor Fly-through Model | Highland CA
» Harbor Boulevard Corridor Plan and Vision | Santa Ana CA

MASTER PLANS

» Mission Bay Park Master Plan Amendment | San Diego CA
» Centennial New Town Master Plan | County of Los Angeles CA
» Newhall Ranch Master Plan | County of Los Angeles CA
» Calimesa Creek Master Plan | Calimesa CA

LIGHTING AND VIEWSHED ANALYSIS

» Yorba Linda High School Pool Lighting | Yorba Linda CA
» The Forum Lighting and View Shed Analysis | Inglewood CA

AWARDS

» 2010 Water Feature Design Competition | Aquatic Technologies

EDUCATION

» BS, Landscape Architecture, California State Polytechnic University, Pomona

REGISTRATIONS

» Licensed Landscape Architect in California, No. 6177

AFFILIATIONS

» Urban Land Institute
» American Society of Landscape Architects

Team member since 2011

PLACEWORKS

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YUE ZHANG

Assistant Designer

Yue provides design, research, and graphic production on a wide array of urban design and landscape project. Her work has mainly focused on stormwater management, low-water landscaping, and streetscape design. Yue specializes in graphic, document design, and illustrations that include maps, 3D models, and renderings. She is proficient with graphics programs such as Adobe Suite, AutoCAD, SketchUp, GIS, and 3D max.

Yue was the major research assistant in 2012 Landscape Architecture Foundation Case Study InvestigationProgram, in which she evaluated the performance benefits of four streetscape projects. During her master program, she presented a feasibility analysis for using constructed wetland system to treat and reclaim wastewater in City of Mount Pleasant, UT. This study will guide the construction of Mount Pleasant city wastewater treatment facilities.

EDUCATION

» MA, Landscape Architecture, Utah State University
» BEng., Landscape Architecture, Southwest Jiaotong University

AFFILIATIONS

» American Society of Landscape Architects

Team member since 2012

HIGHLIGHTS OF EXPERIENCE

» Newhall Ranch Master Plan | County of Los Angeles CA
» CollegeTown Specific Plan | Fullerton CA
» Irvine Spectrum Strategic Plan | Newport Beach CA
» Fullerton Transit Loop Feasibility Study | Fullerton CA
» Harbor Boulevard Corridor Plan and Vision | Santa Ana CA
» Harmony Specific Plan EIR | Highland CA
» Mill Creek Specific Plan | Chino CA
» Ramona Creek Specific Plan | Hemet CA
» Renaissance Rialto Specific Plan | Rialto CA
» Tesoro Viejo | Madera County CA
» Tesoro Del Valle | Santa Clarita CA
» Oxford Place Development | Toronto CA
» Glenwood Housing Foundation Landscape Design | Laguna Beach CA
» Santa Ana High School Lighting Study | Santa Ana Ca
» Garey High School Lighting Study | Pomona CA
» Pomona High School Lighting Study | Pomona Ca
» Westlake Village Site Plan | Westlake Village CA

PLACEWORKS

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ALEX REYES

Project Designer

Alex's passion is for creating spaces that people enjoy. His keen observations of how people of all ages interact with spaces allow him to put together the individual pieces that create a great community. Working with the planning and design team, he prepares graphics and models to convey design concepts to clients and the public. His diverse knowledge of computer programs allows him to quickly create a working product and adapt it to individual client needs. Alex also contributes to PlaceWorks' environmental team by preparing visual simulations, lighting studies, and shade/shadow analyses for environmental documents.

EDUCATION

» BS, Landscape Architecture, California State Polytechnic University, Pomona

Team member since 2016

HIGHLIGHTS OF EXPERIENCE

LIGHTING ANALYSES AND VISUAL SIMULATIONS

» Corona Del Mar High School Stadium EIR | Corona Del Mar CA
» Wilson Middle School Multi-Purpose Field EIR | Glendale CA
» Estancia High School New 50-Meter Pool Facility | Costa Mesa CA
» Norwalk High School | Norwalk CA
» Las Palmas Park and Pioneer Park Lighting Analysis | San Fernando CA
» River Street Market Place MND/EIR | San Juan Capistrano CA

DESIGN AND PLANNING

» Butterfield Specific Plan | Banning CA
» Skyline Ranch Specific Plan | Los Angeles County CA
» North Lake Specific Plan | Castaic CA
» Tesoro Del Valle Specific Plan | Santa Clarita CA
» Tesoro Viejo Master Plan | Madera CA
» De Anza Revitalization Plan | San Diego CA
» The Brookside | Walnut CA
» Downtown Livermore Facilitation Services | Livermore CA
» West Carson TOD Specific Plan and EIR | Los Angeles County CA
» Hawk Ridge Community Planning | Kings County WA
» Meadowood Community Design | Fallbrook CA
» South Otay Mesa Specific Plan | San Diego CA
» North Lake Site Planning | Santa Clarita CA
» Palm Desert Property at Gerald Ford Drive Site Planning | Palm Desert CA

PLACEWORKS

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STEVEN BUSH, PE

Senior Associate

A member of both the Environmental Sciences and the CEQA teams, Steve's eclectic skill set covers a wide range of technical services. He applies his knowledge and skills to field sampling for remediation projects and data analysis for health risk assessments, rail studies, and pipeline safety assessments. He also has extensive stormwater analysis and management experience, which is used to focus and clarify hydrology and water quality sections for CEQA documentation. As a member of the CEQA team's air quality and greenhouse gas assessment group, Steve has completed air quality and GHG analyses for a variety of projects, including residential development, stormwater outlets, and marsh areas. Additionally, Steve is proficient in different air quality modeling software such as CalEEMod2013 and AERMOD.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL AND HEALTH RISK ASSESSMENTS

» Clayton Valley Charter High School Preliminary Fatal Flaw Analysis, Concord CA
» Tracy Learning Center (Charter School) HRA/Title 5 Review, Tracy CA
» Wiseburn New High School EIR, Hawthorne CA
» Health Risk Assessment and Railroad Safety Study for Martin Luther King Jr Middle School, Hayward CA
» Health Risk Assessment, Pipeline Safety Hazard Assessment, and Railroad Safety Study for Pioneer High School, Whittier CA
» Health Risk Assessments for Central Region Elementary School and South Region Span K–8 #1, Los Angeles CA
» Rail and Pipeline Safety Studies, San Luis Coastal USD
» Aboveground Water Tank Safety Hazard Assessment, Waterstone Environmental, Inc.
» Health Risk Assessment for Irvine Technology Center, Irvine CA
» Pipeline Safety Hazard Assessment, Manteca CA
» CNG and Propane Risk Assessment for Ramona Elementary, Moreno Valley CA

AIR QUALITY/GHG AND CEQA

» Valhalla Inn by the Bay Initial Study, Sausalito CA
» The Landing at Walnut Creek Apartments EIR, Walnut Creek CA
» Air Quality and Greenhouse Gas Analyses for Ocean Outlets Maintenance Manual, Orange County Flood Control District
» Air Quality and Greenhouse Gas Analyses for Breuner Marsh Restoration, Richmond CA

SITE INVESTIGATION

» Environmental Oversight of Remedial Action Plan for LAUSD Central Region Elementary School No. 20, Los Angeles CA
» Site Remediation for former Sargent Industries Property, Huntington Park CA
» Phase I Environmental Site Assessments for City Recreation and Parks, Los Angeles CA
» Fontana USD High School Site No. 5, Fontana CA
» Alessandro Boulevard and Kitching Street Alternative High School Site, Moreno Valley CA
» High School No. 5 Alternate Sites EIR, Moreno Valley CA

EDUCATION

» MS, Chemical Engineering, University of California, Los Angeles
» BS, Chemical Engineering, University of California, Santa Barbara CA

REGISTRATION

» State of California Professional Engineer No. 83997

CERTIFICATIONS

» 40 Hour HAZWOPER
» CPR and First Aid

Team member since 2007

PLACEWORKS

- Citrus Heritage Middle School IS/MND, Riverside USD
- Tri-City Community Day School IS/MND, San Bernardino County Superintendent of Schools
- AZ Winter Mesa Towing Site Subdivision EIR, Malibu CA
- Crummer Site Subdivision EIR, Malibu CA

STEVEN BUSH
Senior Associate
sbush@placeworks.com

PUBLICATIONS

- With J. Curren, S. Ha, M. Stenstrom, S. Lau, and I.H. Suffet, "Identification of subwatershed sources for chlorinated pesticides and polychlorinated biphenyls in the Ballona Creek watershed," Science of The Total Environment 403, no. 13 (2011): 2525–33
- With M. Philibert, F. L. Rosario-Ortiz, and I. H. Suffet, "Advances in the characterization of the polarity of DOM under ambient water quality conditions using the polarity rapid assessment method," Water Science & Technology: Water Supply 8, no. 6 (2008): 725–733

AWARDS

- Engineering Honor Society, Tau Beta Pi, 2002

CATHLEEN M. FITZGERALD, DEnv, PE, QSD/QSP

Senior Engineer

Cathy has nearly 30 years of academic and professional experience in the areas of hydrology studies, health risk assessments, safety hazard assessments, air quality studies, hazardous waste investigations, remedial action plans, and installation of groundwater and soil vapor extraction systems. She has worked with various public- and private sector clients in the United States, Japan, Taiwan, and Korea on licensing and environmental assessments for nuclear and fossil fuel power plants, hazards associated with solar thermal power projects, and the development of alternative energy sources. In addition, she has worked on numerous water projects in Africa, South America, and Central America.

Cathy conducts baseline health risk assessments, develops site-specific soil cleanup levels, uses vadose zone modeling to evaluate the potential threat to groundwater from soil contaminants, conducts groundwater modeling to evaluate natural attenuation of chemical plumes, and develops innovative groundwater remediation systems. In addition, she has prepared air quality and hydrology sections for numerous CEQA documents. Cathy is a Registered Professional Engineer in the states of California and Nevada, a Qualified SWPPP Developer/Practitioner in the State of California, and a Certified Environmental Manager in the State of Nevada.

HIGHLIGHTS OF EXPERIENCE

REGULATORY COMPLIANCE, AIR QUALITY PERMITTING, AND HEALTH RISK ASSESSMENTS

- Construction Risk Assessment for Breuner Marsh Restoration | Richmond CA
- West Roseville High School Health Risk Assessment | Roseville CA
- Permit Acquisition and Compliance Evaluation for Cogeneration and Waste-to-Energy Projects | Bechtel Power Corporation
- Licensing and Permitting Acquisition for Nuclear and Fossil Fuel Power Plants in the United States and International Clients | Bechtel Power Corporation
- South Coast AQMD Permit to Construct/Permit to Operate Application for Chemical Fixation of Hyperion Treatment Plant Sludge | Submitted to SCAQMD
- Numerous Air Emission Risk Assessments | Los Angeles Unified School District
- Air Toxics Health Risk Assessment | Irvine CA
- Irvine Technology Center Health Risk Assessment | Irvine CA
- Air Emissions/Risk Assessment, Puente Hills Intermodal Facility EIR | Industry CA

HAZARD SAFETY ASSESSMENTS

- Palo Alto USD Pipeline Safety Hazard Assessment | Palo Alto CA
- 5th Street Alternative School Rail Safety Study | Redwood City CA
- Numerous Pipeline Safety Hazard Assessments | Los Angeles USD
- Rail Safety Study, Fresno El Paseo EIR | Fresno CA
- Ramona Elementary School CNG and Propane Risk Assessment | Moreno Valley USD
- Former ordnance facility, soil cleanup (for explosives) and screening level health risk assessment | Chino Hills CA
- Rail Safety Study, John Glenn High School | Norwalk-La Mirada USD

EDUCATION

- DEnv, Environmental Science & Engineering, University of California, Los Angeles
- MA, Marine Biology, University of California, Santa Barbara
- BA, Biology, University of California, Los Angeles

REGISTRATIONS

- State of California Professional Engineer No. 39541
- State of Nevada Professional Engineer No. 10715
- Registered Hazardous Substances Professional
- State of California Qualified SWPPP Developer/Practitioner No. 20222

CERTIFICATIONS

- State of Nevada Certified Environmental Manager

AFFILIATIONS

- Air Pollution Control Hearing Board, Washoe County, Nevada

Team member since 1986

PLACEWORKS

CATHLEEN FITZGERALD

Senior Engineer

cfitzgerald@placeworks.com

SITE INVESTIGATION

» Phase I ESAs and field investigations at numerous commercial and industrial sites | Reno and Sparks NV
» Water Quality Management Plan, Mixed Use Development Project | Huntington Park CA
» Hydrology Calculations and Report, Flying M Ranch | Long Beach CA
» Hydrology Report | San Marcos USD
» Vadose zone and groundwater modeling to support closure of a former UST site | Lancaster CA
» Soil vapor extraction pilot test | Huntington Park CA
» Vacuum-enhanced recovery pilot test | Los Angeles CA
» Former oil field site, development of risk-based cleanup levels | Bakersfield CA
» Site removal action, excavation and disposal of lead-impacted soil | Commerce CA
» Former dry-cleaning facility, vapor intrusion modeling | Northridge CA

CEQA/NEPA ENVIRONMENTAL SERVICES

» State Superfund Site Third-Party Review of field investigations, removal actions, and groundwater remediation activities | Nevada
» Walltown Quarry, Air Quality Impact Analysis EIR Review | Sacramento CA
» Puente Hills Intermodal Facility EIR | Industry CA
» Citrus Heritage Middle School IS/MND | Riverside USD
» AZ Winter Mesa Towing Site Subdivision EIR, Hydrology Section | Malibu CA
» Crummer Site Subdivision EIR | Malibu CA

HYDROLOGY STUDIES AND NPDES PERMITTING

» Storm Water Pollution Prevention Plan (SWPPP) | Mission Viejo, CA
» Water Quality Management Plan, Mixed-Use Development Project | Huntington Park CA
» Storm Water Management Plan and Drainage Study | Rancho Santa Fe CA
» Hydrology Calculations and Report, Flying M Ranch | Long Beach CA
» Hydrology Study | San Marcos USD
» AZ Winter Mesa Towing Site Subdivision EIR, Hydrology Section | Malibu CA
» Third Party Review Santiago Creek Study | City of Orange, CA
» NPDES Permit Wastewater Discharge, Clairol Facility | Camarillo CA
» Report of Waste Discharge, Rancho Seco Nuclear Power Plant | Sacramento Municipal Utility District

ARTICLES & PUBLICATIONS

» *A Practical Guide to Environmental Risk: Perception, Assessment, Communication,* The Planning Center, 2009

SPEAKING ENGAGEMENTS

» "CEQA Responsibilities in Assessing and Managing Risk from Alternative VOC Compounds" | South Coast Air Quality Management District Symposium, October 2014 | Diamond Bar CA
» "Health Risk Challenges of Siting Housing Near High Volume Roadways" | 2014 APA State Conference | Anaheim CA
» "Air Quality for Dummies" | 2014 AEP State Conference | Huntington Beach CA
» "Health Risk Challenges of Siting Housing Near High Volume Roadways" | 2014 AEP State Conference | Huntington Beach CA
» "Near Roadway Mitigation Measures" | South Coast Air Quality Management District Symposium, November 2013 | Diamond Bar CA
» Guest Lecturer | "A Practical Guide for Obtaining Environmental Clearance for New & Expanding School Sites," Educational Facilities Certificate Program | UC Riverside Extension
» "Environmental Protection or Smart Growth? Conflicts between Infill Development and Local Environmental Regulation" | 2006 AEP State Conference | Newport Beach CA

DINA EL CHAMMAS GASS, EIT

Project Engineer/Planner

Dina comes to PlaceWorks with eclectic experience in the fields of sustainability, environmental engineering, and sustainable watershed management. She has been an assistant professor of sustainability and an environmental engineer in the Gulf and Caspian regions, where she prepared and implemented environmental management plans; pollution prevention plans; and management plans for waste, water, and wastewater.

Dina helped prepare environmental impact statements for large construction sites and performed field baseline studies and data modeling and assessment, working with EPA, EU, and WHO environmental legislation and regulations. As environmental team leader for an engineering contractor, she built an environmental management system that earned the company ISO 14001 certification. She also did research at the American University of Beirut on industrial waste management, water and wastewater treatment and reclamation, alternative fuels, and development of natural resources within an economically sustainable framework.

At PlaceWorks, Dina will perform air quality dispersion modelling, quantitative risk assessments, and assist with environmental and water resource engineering. She will also assist with general environmental analysis, contributing research, analysis, and review and preparing CEQA and NEPA compliance documents, including environmental impact report.

PRIOR EXPERIENCE

- Crowe Creek State Revolving Fund Project | Fairfield, Iowa
- Baku Tbilisi Cheyhan Pipeline | Republic of Georgia
- Crescent New Gas Processing Plant | United Arab Emirates
- Mitigation of NGL Plants Flares and RAG Utilization Project | Qatar
- Dorood Project Onshore Facilities | Iran
- Expansion and Development of the Harweel Miscible Gas Injection Enhanced Oil Recovery Project| Oman
- Kashagan Field Development Project | Kazakhstan

PUBLICATIONS

- "Immerse in Your Watershed: Problem Based, Service Learning for Undergraduate Sustainability Education," The Journal of Sustainability Education, January 2017.
- "Potentiality of Wastewater Reclamation and Reuse in the Lebanon. A Case Study," Master's Thesis, American University of Beirut, Beirut, Lebanon, 2003.

AWARDS

- 2002 Abd El Aal Research Award for the Advancement of Water Resource Engineering Research

EDUCATION

- Master of Engineering, Environmental and Water Resources Engineer, American University of Beirut, Lebanon
- Bachelor of Engineering, Civil Engineering, American University of Beirut, Lebanon
- MA, East Asian Studies, Maharishi University of Management, Fairfield, Iowa

CERTIFICATIONS

- Engineer in Training, #163247

AFFILIATIONS

- Association of Environmental Professionals (AEP)

Team member since 2018

PLACEWORKS

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ROBYN CHACONAS, EIT

Project Engineer

Robyn's collaborative and creative approach is anchored by a strong foundation of technical and leadership skills. Her practical experience in engineering, construction, permitting, and community development includes international and nonprofit projects. Robyn has also worked in the oil and gas industry, where she helped develop and implement technical designs and specifications in support of well abandonment and remediation programs. She is well versed in oil and gas permitting, regulatory compliance, underground injection control, oilfield waste management, and community outreach to inform stakeholders and foster public support.

At PlaceWorks, Robyn monitors construction sites for health and safety compliance and performs environmental site assessments.

HIGHLIGHTS OF EXPERIENCE

» Venice High School Site Assessment | Los Angeles CA
» Venice High School Remedial Action Planning | Los Angeles CA

PRIOR EXPERIENCE

» Community Center Skatepark Design and Construction | Addis Ababa, Ethiopia
» Pedestrian Suspension Bridge Construction | Rancheria, Nicaragua
» Oil and Gas Permitting and Diagramming | Long Beach CA
» Oil and Gas Remedial Action and Abandonment | Denver CO
» Cogeneration Wastewater Facility Improvements | Boulder CO

EDUCATION

» BS, Mechanical Engineering, Colorado School of Mines, Golden
» OSHA 40-Hr HAZWOPER
» OSHA 10-Hr Construction

CERTIFICATIONS

» Engineer in Training, NCEES ID: 14-648-73 (October 2013)

AFFILIATIONS

» Engineers without Borders

Team member since 2017

PLACEWORKS

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MICHAEL WATSON, PG

Associate Geologist

With over a decade in the environmental consulting industry, Mike is proficient in providing field and office support to project managers performing site assessment and remediation. He performs site assessments, geohazard studies, air quality and industrial hygiene assessments, groundwater investigations, and remedial actions. Mike also manages materials acquisition, field equipment maintenance, and subcontractor coordination on large field investigations and monitoring programs.

A dedicated geologist, Mike continually strives to refine his knowledge, methods, and efficacy. He is especially committed to his current work for numerous school districts throughout California, where he assists in site assessment services and the Department of Toxic Substances Control's school site approval process. He performs Phase I ESAs, PEAs, geohazard studies, supplemental site investigations, remedial investigation reports, removal action documents, feasibility study reports, Title 5 Constraints Studies, and fill testing reports. In addition, he assists with the management and implementation of field investigations, assembles project data, and arranges methodical and comprehensive procedures to attain the client's goals.

HIGHLIGHTS OF EXPERIENCE

SITE ASSESSMENTS

- PEAs, Phase I ESAs, Geohazards Study Reports, and Title 5 Studies for various schools | Moreno Valley USD
- PEAs and Fill Testing for various schools | Clovis USD
- PEA for Proposed Castaic High School | William S. Hart Union High School District
- Phase I ESA for Proposed K–8 Parker Dam School | Needles USD
- Removal Action, Fill Testing, and Quarterly Groundwater Sampling for Central Region High School No. 13 | Los Angeles USD
- Removal Actions for Chaffey West Community Day School and Chino Early Education Center | San Bernardino County Superintendent of Schools
- Phase I ESA for Citrus Creek Residential Development | Upland CA
- Phase I ESA for the Arrowhead Springs Resort | San Bernardino CA
- Phase I/II ESAs for Former Gas Station | Los Angeles CA
- Quarterly Groundwater Sampling, Remedial Investigation and Remedial Action for Santa Fe Springs Athletic Fields | Little Lake City School District/Santa Fe Springs CA
- Environmental Services for various schools | Hayward USD

REGULATORY COMPLIANCE & STRATEGIC PLANNING

- Environmental Auditing for General Motors Railroad Locomotive Service Facility | Commerce CA
- Construction Site Review Implementation, RAW, and Methane Mitigation System Inspection for Hull Middle School | Torrance USD
- Underground Storage Tank Closure Report and Construction Response – Removal of Six Hydraulic Lifts for Central Region Elementary School No. 13 | Los Angeles USD
- Removal Action, Oil Well Reabandonment, Crude Oil Pipeline Removal, Construction Response Services, and Construction Site Review Implementation for Harry Bridges Span K–8 | Los Angeles USD

EDUCATION

- BS, Geology, University of California, Riverside

REGISTRATIONS

- California Professional Geologist No. 8177

CERTIFICATIONS

- 40-Hour Hazardous Waste Workers (HAZWOPER) Certification
- 24-Hour First Responders Certification
- 8-Hour HAZWOPER Refresher Certification
- CPR/First Aid Certification
- NITON X-ray Fluorescence (XRF) Analyzer Certification

AFFILIATIONS

- Geological Society of America
- Association of Environmental and Engineering Geologists
- Seismological Society of America
- Inland Geological Society
- South Coast Geological Society

Team member since 2005

PLACEWORKS

- Operations and Maintenance Inspection and Monitoring Reports, Five-Year Review Report, and Decommissioning of Methane Mitigation System at Woodcrest Jr. High and Liberty Elementary | Chino Valley USD
- Corrective Measures Study and Quarterly Groundwater Monitoring for Raymond A. Villa Fundamental Intermediate School | Santa Ana USD
- Soil Vapor and Groundwater Monitoring, Soil Vapor Extraction System Monitoring and AQMD compliance for Former Sargent Industries Facility | Huntington Park CA

MICHAEL WATSON
Associate Geologist
mwatson@placeworks.com

CEQA/TITLE 5 ASSESSMENTS

- CollegeTown Specific Plan EIR | Fullerton CA
- Anaheim Canyon Specific Plan EIR | Anaheim CA
- Title 5 studies for various schools in Westminster and Huntington Beach | Westminster School District
- City of El Monte General Plan | El Monte CA
- City of Industry General Plan | Industry CA
- Irvine Business Center | Irvine CA

PUBLICATIONS

- Watson, M. J., and S. Jorgensen, 2001. Geologic Map of the Margarita Peak 7.5 Minute Quadrangle, San Diego County, California: A Digital Database, Version 1.0. Mapping by S. S. Tan. California Division of Mines and Geology, Preliminary Geologic Map.
- Watson, M. J. and others, 2003. Quaternary Geologic Materials Map of Part of the Juniper Hills 7.5 Minute Quadrangle, California. In Seismic Hazard Zone Report for the Juniper Hills 7.5-Minute Quadrangle, Los Angeles County, California. Mapping by A. G. Barrows, D. J. Beeby, D. B. Burke, T. W. Dibblee Jr., J. E. Kahle, and D. J. Ponti. California Geological Survey Seismic Hazard Zone Report 102.
- Watson, M.J., K.R. Bovard, R.M. Alvarez, and C.I. Gutierrez, 2007, Geologic Map of the Oceanside 30' X 60' Quadrangle, California, Mapping by M.P. Kennedy and S.S. Tan. California Geological Survey Regional Geologic Map Series, Map No. 2: Scale 1:100,000.

DENISE CLENDENING, PhD

Associate Principal, Site Assessment Services

Denise has over 27 years of experience providing technical oversight and performing human health risk assessments, site assessments, and investigations of chemical waste at multiple sites including Resource Conservation & Recovery Act (RCRA) and Superfund sites. She is adept at applying alternatives that are economical yet protective of human health and the environment. She conducts realistic assessments and calculates target cleanup levels based on site-specific exposure scenarios. Her work has involved pesticides, heavy metals, solvents, and petroleum-contaminated soils. She assists multiple school districts in California with site assessment, public relations, and the Department of Toxic Substance Control (DTSC) school site approval process. She participates in public hearings and school board meetings and coordinates her projects with the CEQA process.

Before joining PlaceWorks, Denise managed large divestiture environmental due diligence projects for the electric power industry and was involved in numerous environmental projects for oil field operation. Her experience also includes the development and testing of risk assessment software and teaching training courses in risk assessment using different software programs.

Denise has established a very good reputation with regulatory agencies and negotiates risk-related issues on behalf of her clients. She is a member of the Los Angeles Regional Water Quality Control Board Underground Storage Tank Advisory Board and has extensive experience with site closure activities with the DTSC, Environmental Protection Agency, Regional Water Quality Control Boards, and local oversight agencies throughout California.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL & HEALTH RISK ASSESSMENTS

» Xerox Corporation Preliminary Environmental Assessment and Health Risk Assessment | Santa Ana CA
» Human Health Risk Evaluation, Literature Research for American Petroleum Institute
» City of Redlands Health Risk Assessment | Redlands CA
» Caltrans Risk Assessment and Groundwater Impact Analysis | California
» Risk Assessments and Indoor Air Sampling for Confidential Client(s) | Various Locations
» Human Health & Ecological Risk Assessment – Technical Review | Various Locations
» Landfill Risk Assessments | Various Locations
» Risk Assessments for Pesticide Contaminated Soil | Various Locations
» Human Health Risk Assessment for Confidential Mineral Resources Client | Arizona
» Human Health Risk Assessment at Whites Point Nike Missile Site | Los Angeles County CA
» Human Health Risk Assessment at Fort MacArthur | Los Angeles County CA

EDUCATION

» PhD, Soil Physics, University of California, Riverside
» MS, Soil Science, University of California, Riverside
» BS, Geology, University of California, Riverside

CERTIFICATIONS

» Oil Spill Response Training

AFFILIATIONS

» Soil Science Society of America
» American Geophysical Union
» American Chemical Society
» Society of Risk Analysis
» Coalition of Adequate School Housing

Team member since 2005

PLACEWORKS

DENISE CLENDENING
Associate Principal
dclendening@placeworks.com

SITE ASSESSMENTS

» Site Remediation for Hull Middle School | Torrance CA
» PEA for New High School, William S. Hart UHSD | Castaic CA
» Phase I for Property at East Briar Drive | San Bernardino County CA
» PEA for Stella Academy Middle School | Los Angeles CA
» Phase I for Valley Boulevard Widening | City of Industry CA
» Oil Field Preliminary Environmental Assessment | Culver City CA
» Lead-Based Paint Evaluations | Various Locations
» Cogeneration Facilities Permit Applications | Various Locations throughout California
» NRG Energy Environmental Due Diligence Investigations | California
» AES Environmental Due Diligence Work Plans | California
» Remedial Investigation and Remedial Action for Jersey Avenue Elementary School Site (Congresswomen Grace Napolitano presented award for special congressional recognition for project), Little Lake City School District | City of Santa Fe Springs CA
» Preliminary Environmental Assessments for over 100 school sites throughout California
» Phase I ESA and PEAs for four school sites, Moreno Valley USD
» Phase I ESAs, PEAs, SSIs and RAWs for eight school sites, San Bernardino County Superintendent of Schools
» Phase I ESA for Elementary School No. 19, Rialto USD
» PEA and SSI for the New High School No. 3 Site, Colton Joint USD
» Phase I ESA and PEAs for four school sites, Lynwood USD
» Phase I ESA for the Proposed Elementary School No. 8, San Ysidro School District
» Phase I ESA for the Proposed K–8 Parker Dam School, Needles USD
» PEAs for three school sites and environmental and legislative support services, Santa Ana USD
» Phase I ESA, PSHA, and PEA for Community Day School, Eastside USD
» PEAs for five school sites in Clovis | Clovis CA
» PEA for redevelopment project for the City of South Gate | South Gate CA
» Phase I ESA for Arrowhead Springs Resort I | San Bernardino CA
» Phase I ESA for two Charter Schools for Green Dot Public Schools | Los Angeles CA
» Phase I and Phase II ESA for Former Service Station | Los Angeles CA
» Phase I ESAs, PEA, SSIs, and fill testing for multiple school sites, Pomona USD
» PEA and methane gas testing, Encinitas USD
» Phase I ESA and lead testing for multiple sites, Fontana USD
» Proponent's Environmental Assessment for PUC | Long Beach CA
» Initial Site Assessments for Street Widening Projects | Santa Ana CA
» Phase I ESAs for Renaissance Community Fund | Corona CA

TITLE 5/CDE RISK ASSESSMENTS

» Geohazard Assessment for Inglewood Site, Today's Fresh Start Charter School
» PEAs and Title 5 Assessments for three school sites, Redlands USD
» Title 5 Compliance Study Reports for four sites, Whittier Union High School District
» Prairie Vista Lead Testing, Hawthorne USD
» Environmental Support and Risk Assessment for school sites, San Dieguito Union High School District
» Human Health Risk Assessment School Site, Pomona USD
» Title 5 Hazard and Constraints Analysis for four school sites, Irvine USD
» Title 5 Hazard and Constraints Analysis for school site, Rialto USD

KARL H. RODENBAUGH, DEnv

Senior Scientist

Karl's professional experience and education during the past 32 years have stressed a broad, interdisciplinary understanding of environmental science, natural resources, and regulatory compliance issues. He has been a technical liaison between public and private entities in the areas of water quality, public health, risk assessment, air quality, ecology, and hazardous waste management, and has been responsible for environmental assessment and field projects in the United States, Mexico, South America, Asia, and Europe. Karl has overseen assessments for groundwater, surface water, air, asbestos, and soil contamination. He has prepared Preliminary Environmental Assessments and Remedial Action Work Plans for numerous proposed school sites. He has also analyzed and developed plans and regulations for assessment and mitigation of air pollution impacts, classification of solid waste facility sites, and siting electric power plants and transmission lines.

Karl assessed the regulatory requirements, operational controls and health risk concerns of a proposal to reuse treated wastewater at school sites. He presented his findings to the school board for their consideration and approval of the proposal. He also recently completed a three-year project for a national electric co-op association that culminated in a comprehensive guidebook. This guide helps utility managers and staff to efficiently navigate the federal, state, and local regulatory requirements for siting electric power generation, transmission, and substation facilities. Karl also recently prepared the Utilities sections of various California Environmental Quality Assessment (CEQA) documents (EIRs) for city General Plan Updates and Special Plans.

HIGHLIGHTS OF EXPERIENCE

REGULATORY COMPLIANCE & STRATEGIC PLANNING

» Evaluated regulatory requirements, operational controls, and health risks of a proposal to irrigate school sites with recycled water | Fillmore CA
» Authored a guidebook to help electric co-ops navigate the siting process, avoid barriers and delays, and secure federal, state, and local approvals for siting electric facilities; prepared for a national association of co-op electric utilities | Arlington VA
» Prepared over 50 radio frequency exposure assessments for proposed cell tower sites | California
» Surveyed and evaluated all 50 state regulatory programs for siting/certification of electric transmission lines; a series of three studies from 1985 through 1990 prepared for a national association of investor-owned electric utilities | Washington DC
» Managed a global compliance program for over 100 USTs, including agency interactions, site assessment, system upgrades, closure, remediation, and/or replacement with ASTs | Worldwide
» Developed NPDES permit conditions for surface water discharges, hazardous waste treatment and Superfund facilities | Louisiana and Texas
» Electric power plant and solid waste landfill, Storm Water Pollution Prevention Plans (SWPPPs) | Los Angeles County CA
» Concord Tech Center SPCC Update and Regulatory Review, Bank of America
» SPCC Plan for the Los Angeles Data Center, Bank of America

EDUCATION

» DEnv, Environmental Science and Engineering, University of California, Los Angeles
» MPH, Environmental Health Sciences, University of California, Los Angeles
» BS, Biology, University of California, Riverside

CERTIFICATIONS

» CA DPH Water Distribution Operator D2 (No. 41252)
» CA DPH Water Treatment Operator T2 (No. 34781)

AFFILIATIONS

» American Water Works Association
» Environmental Science & Engineering Society
» American Association for the Advancement of Science

Team member since 1983

PLACEWORKS

KARL H. RODENBAUGH
Senior Scientist
krodenbaugh@placeworks.com

» NPDES Permitting Assistance, Fillmore, Griffin Industries
» Groundwater Sampling and Analysis for Construction Dewatering Permit Application, Griffin Industries
» NPDES Monitoring and Reporting, Griffin Industries

SITE INVESTIGATION

» Proposed sedimentation basin near a Superfund site, groundwater quality assessment | Ventura County CA
» Soil gas survey and correlated soil boring program to characterize subsurface solvent contamination | Los Angeles County CA
» Site Contamination and Indoor Air Investigation, Mykotronx, Inc. | Los Angeles CA
» Site contamination investigation, closure-in-place and conversion of diesel USTs to emergency water storage for data center | San Francisco CA

ENVIRONMENTAL & HEALTH RISK ASSESSMENTS

» 300-acre development, human health risk assessment, diesel exhaust particulate matter (PM10) construction emissions | Ventura County CA
» Evaluation of pollutants in water supply wells, private water company | California and Missoula MT
» Spill prevention control and countermeasure plans for aboveground storage tanks | California and Arizona
» Crude oil processing facility, air quality health risk assessment and site environmental evaluation | Orange County CA
» SCAQMD Emissions Report, Los Angeles Data Center, Bank of America
» UST Well Decommissioning Research, San Francisco Data Center, Bank of America

SCHOOL FACILITIES PLANNING

» Rio Vistas Elementary School DTSC SSI Report | Fillmore USD
» Review Proposal to Discharge Recycled Wastewater to FUSD Athletic Fields | Fillmore CA
» Review of LNG Plant Project on behalf of Long Beach USD
» Review of Long Beach Airport Expansion of behalf of Long Beach USD
» Camp Hi Hill NEPA Reports for USFS Permit Renewal on behalf of Long Beach USD
» On-Call services for the Mountainview Power Plant Expansion and Airport Expansion | Redlands USD
» On-Call services for Cell Tower Radiation Assessment | Santa Ana USD

ARTICLES & PUBLICATIONS

» 2007. Siting Electric Generation and Transmission Facilities: A Guide to Securing Federal, State and Local Approvals. Prepared for the National Rural Electric Cooperative Association, Arlington, Virginia.
» 1995. Environmental Compliance Manual. Submitted to Bank of America, Corporate Real Estate, San Francisco, California.
» 1991. Regulatory, technical, and practical considerations for setting enforceable limits in surface water discharge (NPDES) permits. Issue paper prepared for NPC Services, Inc., Baton Rouge, Louisiana. Submitted to the US EPA, Washington, D.C.
» 1990. Review of State-Level Electric Power Transmission Line Siting Programs. Prepared for the Edison Electric Institute (EEI), Washington, DC. One of a series of nationwide surveys of state regulations governing electric power transmission facility siting processes, including EMF rules, performed by Dr. Rodenbaugh.
» 1986. Subsurface NAPLs [non-aqueous phase liquids] transport at the CSSI Arlington, Oregon, hazardous waste site. Discussion paper submitted to the US EPA Region X, Seattle, Washington.
» 1983. Merifield, P. M., W. D. Dritschilo, D. A. Bailey, K. H. Rodenbaugh, V. M. J. Ryden, and P. B. Schumann. Enhancement of habitats for the Yuma clapper rail and desert pupfish, Salton Sea, California. UCLA Environmental Science and Engineering Report No. 83-52.

ROBERT KAIN

GeoSpatial Services Business Leader

Robert has over 15 years of planning experience, including 10 years of municipal planning experience with the Cities of Newport Beach and Dana Point. He is well-versed in advanced and current planning practices in both the public and private sector, and has an excellent understanding of the relationship between data management and its importance in achieving service delivery standards for the work of community development and public works departments.

Before joining PlaceWorks, Robert served as the manager of Community Design and GIS at Hogle-Ireland, where he managed and directed a team of professional urban designers, graphic artists, and GIS analysts in the production of a multitude of planning projects. Projects included the development of specific plans, design guidelines, place making and city identity building, economic development marketing collateral, website development, GIS land use analysis, policy map updates, and database integration.

HIGHLIGHTS OF EXPERIENCE

» Century High School Athletic Field Improvements | Santa Ana CA
» Diamond Ranch High School Remodel | Diamond Bar CA
» DR Horton Residential Project | Claremont CA
» Transit Loop Feasibility Study | Fullerton CA
» Garey High School Remodel EIR | Pomona CA
» Clovis General Plan Phases 4 and 5 | Clovis CA
» City of Industry General Plan Update | Industry CA
» Irvine Spectrum Strategic Planning | Irvine CA
» Trail Assessment and GIS Mapping| Los Angeles County CA
» La Habra General Plan Update | La Habra CA
» Los Alamitos General Plan and EIR | Los Alamitos CA
» Menifee New General Plan and EIR | Menifee CA
» Pomona High School Remodel EIR | Pomona CA
» San Bernardino County Housing Element | San Bernardino County CA
» Town of Yucca Valley General Plan Update | Yucca Valley CA
» Upland General Plan | Upland CA
» Yucaipa 2035 General Plan Update and EIR | Yucaipa CA

PRIOR EXPERIENCE

» Zoning Map Update | Rialto CA
» City of Yorba Linda General Plan Land Use & Zoning Map Update| Yorba Linda CA
» City of Hesperia General Plan Land Use & Zoning Map Update | Hesperia CA
» Zoning Map Update | Nye County NV
» Fire Mitigation Zone Mapping | Laguna Beach CA
» Fire Station Response Zones Mapping | Laguna Beach CA
» Marine Safety Zone Mapping | Laguna Beach CA
» City of Riverside Sustainability Database | Riverside CA

AWARDS

» 2014 SCAG Sustainability Excellence in Green Region | Lynwood Residential Design Guidelines

EDUCATION

» BS, Urban and Regional Planning, California Polytechnic University, Pomona
» AA, Architecture, Palomar College, San Marcos, CA

AFFILIATIONS

» American Planning Association
» Orange County GIS Users Group

Team member since 2012

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KIM HERKEWITZ

GIS Manager, Southern California

As GIS Manager, Kim participates in nearly every PlaceWorks project. She has significant experience combining and analyzing information from a variety of perspectives, and she is adept at mapping and analyzing that data for planning projects. She combines GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and Javascript/HTML5 to highlight crucial information and make it more accessible. With a strong sense of logic, she creates elegant GIS protocols for a certain project or a type of project so that the same analysis can be repeated with variables—without losing its integrity.

Kim's design work is deceptively simple and always unique, distinguished by the accuracy of her eye and her rigorous aesthetic logic. Her meticulous attention to detail and balance are particularly evident in her theming work for projects and presentation graphics. She has worked on site and grading plans, illustrative and land use plans, 3D visualization and modeling, web design, and various types of presentations. She is proficient with CAD, SketchUp, Google Earth, Photoshop, InDesign, Illustrator, Dreamweaver, and Flash.

HIGHLIGHTS OF EXPERIENCE

URBAN PLANNING

» La Mesa Downtown Village Specific Plan | La Mesa CA
» Rialto Airport Land Use Study | Rialto CA
» Mammoth Crossings Planning Study and Specific Plan | Mammoth Lakes CA
» Palm Springs General Plan Update and Downtown Urban Design Program | Palm Springs CA
» Shafter-Lerdo Specific Plan | Bakersfield CA
» Winchester Crossroads Specific Plan | Riverside County CA
» Ferber Ranch Field Investigation | Orange County CA
» Rio Bravo Ranch Site Plan Review | Bakersfield CA
» Greenspot Village and Marketplace Specific Plan EIR | Highland CA
» Hemet Stock Farm Specific Plan | Hemet CA

PROJECT BRANDING AND CREATIVE MEDIA

» The Arboretum Specific Plan Project Branding and Graphics Package | Fontana CA
» Artesia Corridor Specific Plan, Project Branding | Gardena CA
» SCAG 2% Compass Blueprint Strategy Implementation Demonstration Projects: 3D Modeling and Visualization | Southern California

GRAPHIC DESIGN AND PACKAGING

» Clovis General Plan Update and EIR | Clovis CA
» El Monte General Plan / Development Code Update Graphics Package | El Monte CA
» Centennial Specific Plan Graphics Package, Tejon Ranch | Los Angeles County CA
» The Meadows at Cummings Valley Master Plan Graphics Package | Tehachapi CA
» Renaissance Rialto Specific Plan Graphics Package | Rialto CA
» Valley Trails Specific Plan Graphics Package | Fontana CA
» Santa Ana General Plan Housing Element Update Graphics Package | Santa Ana CA
» University Heights Specific Plan / Annexation Graphics Package | San Marcos CA

EDUCATION

» BS, Geography, California State University, Long Beach

Team member since 2006

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HALLEY GRUNDY

Project Planner

Halley has a passion for creating livable communities that are grounded by thoughtful and realistic design. Her background in architecture and real estate development make her well versed in the ins and outs of design as well as the reality of market constraints and opportunities. Both are reflected in her inventive problem-solving approach. Her strong graphics skills help to communicate these ideas in a user-friendly manner that resonates with a broad audience.

Before joining PlaceWorks, Halley gained valuable experience in private retail development. She worked with national corporate retailers including CVS Pharmacy, Sprouts Farmers Market, and Chipotle to strategically plan market entry and site selection, as well as to secure entitlements approvals, and manage the design process.

HIGHLIGHTS OF EXPERIENCE

» Renaissance Specific Plan Amendment | Rialto CA
» Valley Corridor Specific Plan | Bloomington CA
» San Bernardino County General Plan | San Bernardino CA
» Southeast Area Specific Plan | Long Beach CA
» Quay Valley Master Plan | Kings County CA
» De Anza Cove Revitalization Plan | San Diego CA
» City of Carson Vision Plan | Carson CA
» Seal Beach Tennis Center / Bluebell Park | Seal Beach CA

PRIOR EXPERIENCE

» HighPointe Park | Thornton CO
» NextCare Urgent Care | Thornton CO
» Sprouts Farmers Market | Tulsa OK
» Sprouts Farmers Market | Broken Arrow OK
» Sprouts Farmers Market | Owasso OK
» Sprouts Farmers Market | Rowlett TX
» Retail Center | Moore OK
» Retail Center | Bedford TX
» CVS Pharmacy Strategy Planning and Site Selection | Phoenix MSA, AZ
» CVS Pharmacy Strategy Planning and Site Selection | Salt Lake City MSA, UT
» CVS Pharmacy Strategy Planning and Site Selection | Central Valley Region, CA
» CVS Pharmacy Strategy Planning and Site Selection | San Francisco MSA, CA
» CVS Pharmacy Strategy Planning and Site Selection | Los Angeles County CA
» CVS Pharmacy Strategy Planning and Site Selection | Rural Areas, NM
» CVS Pharmacy Entitlements | Various Locations throughout AZ, NM, NV

EDUCATION

» BA, Architecture, Carnegie Mellon University

Team member since 2016

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William Delo AICP
Principal-in-Charge

Mr. Delo is a Managing Principal of IBI Group and a Transportation Planner with over 16 years of experience in transportation planning and traffic engineering. Mr. Delo is an experienced project manager, responsible for the successful completion of numerous corridor studies to regional multi-modal transportation studies. His active transportation planning experience includes substantial work in the development of complete streets plans. His career experience has included extensive participation in public and agency outreach activities.

Representative Experience

Coast Highway Corridor Analysis, Oceanside, CA – On behalf of the City of Oceanside, IBI Group is working on a corridor analysis of Coast Highway in Oceanside, with the goal of transforming the street from a four lane auto-dominated corridor to a two-lane Complete Street. Proposed improvements include roundabouts, bike lanes, and improved sidewalks to increase the mobility and safety for all modes.

Orem State Street Corridor Master Plan, Orem, UT – Transportation task lead, examining the feasibility of implementing a multi-way boulevard with high capacity transit along State Street in the heart of Orem. Current roadway is control by UDOT and oriented towards automobile traffic. Study focusing on transforming the corridor to a complete street.

Arroyo Seco Parkway National Scenic Byway Corridor Management Plan, Los Angeles, CA – Mr. Delo was Deputy Project Manager and task lead for the transportation analysis for this project that involved the preparation of the Arroyo Seco Parkway Corridor Management Plan for Caltrans District 7. The Historic Arroyo Seco Parkway is typically cited as one of the first examples of a modern freeway. The traffic analysis included regional travel demand modeling, traffic impact analysis, and microsimulation of traffic conditions in the corridor to evaluate potential traffic operation and safety improvements proposed by the design team. The microsimulation effort was being completed by IBI Group using VISSIM.

Agua Caliente Section 14 Complete Streets Plan, Palm Springs, CA – Mr. Delo is the project manager for this study focused on the development of a Complete Streets plan and vision for the Section 14 Master Plan. This study is being conducted for the Agua Caliente Band of Cahuilla Indians. IBI's role includes the development of the Complete Streets chapter for the Master Plan and the completion of associated traffic and parking studies for proposed land use changes.

Evaluation of Pasadena Road Diets, Pasadena, CA – Mr. Delo was the project manager of study evaluating the performance of completed and planned road diet projects in the City of Pasadena. The analysis for the project included the completion of a multi-modal level of service analysis for each corridor, a SimTraffic simulation for a planned Road Diet, and a comprehensive report summarizing the findings of the technical analysis.

Education

B.A. (Environmental Analysis and Design), University of California, Irvine, CA, 2000

Experience

2001–Present
IBI Group, Irvine, CA, Transportation Planner/Associate

2000–2001
Civic Solutions, Inc. (City of Santa Monica, City of Ontario, City of Rancho Santa Margarita), Assistant Planner

1999–2000
Orange County Transportation Authority, Orange, CA, Assistant Transportation Analyst

Memberships

American Planning Association

Awards and Publications

Certified Planner, American Institute of Certified Planners #019993

Metro First and Last Mile Study, Los Angeles, CA – Mr. Delo is the deputy project manager for this study effort focused on developing a set of guidelines and policies for Metro and SCAG to follow in planning for first and last mile access to regional transit stations in Los Angeles County. The study includes examining conditions for bicycle and pedestrian access at 12 current Metro stations, and the development of design guidelines for future improvements.

Yosemite Mariposa Grove Visitor Shuttle Operations Plan, Yosemite, CA – Mr. Delo is the task lead for this study focused on developing an operating plan for a new shuttle service linking the Yosemite National Park South Entrance to the Mariposa Grove of Giant Sequoias. IBI is developing the operating plan based on visitation levels identified by the National Park Service and analyzing parking demand and traffic conditions associated with a proposed 275-space parking lot at the south entrance.

East Wilshire Avenue Bicycle Boulevard, Fullerton, CA – Project manager for this feasibility study examining alternatives for installing a bicycle boulevard along East Wilshire Avenue to link Downtown Fullerton and Cal State Fullerton. Project includes extensive community outreach and a two-week temporary mock-up of the preferred design concept.

Santa Ana General Plan Circulation Element, Santa Ana, CA – Mr. Delo is the deputy project manager of this current IBI Group effort to assist the City of Santa Ana in updating their General Plan Circulation Element. The update is being conducted to incorporate Complete Streets policies into the Element and to reflect current planning efforts for Streetcar in the city. The update is focused on rethinking the city's transportation network, focusing on moving people rather than cars, and making city streets safer for all users of the transportation system.

Michigan Avenue Neighborhood Greenway, Santa Monica, CA – Mr. Delo is IBI Group's task lead for the conceptual design element for this project, which is focused on the implementation of a neighborhood greenway along Michigan Avenue. The greenway would link the beach with Santa Monica High School and the Pico Union neighborhoods along Michigan Avenue. Strategies being evaluated include traffic calming, neighborhood traffic circles, and other bike improvements.

Districts 1 and 2 Bikeways Strategy, Orange County, CA – Building on the work performed in District 4, OCTA initiated regional bikeway planning efforts in Districts 1 and 2, an area including 13 cities in Western Orange County. Mr. Delo is the task lead for the development of the Feasibility Studies and is charged with overseeing the preparation of conceptual design plans for over 50 miles of bikeways in four separate corridors.

Figueroa Corridor Streetscape Plan, Los Angeles, CA – This project proposes the recreate the streetscape along Figueroa Street in Los Angeles between the Financial District/Staples Center and Exposition Park/USC. Primary project elements include a separated and protected bike lane, pedestrian improvements, and streetscape improvement. Mr. Delo is the task leader for the traffic analysis and traffic design portions of the work effort and is working closely with the Los Angeles Department of Transportation (LADOT) on the traffic study and traffic design elements.

College Connector Streetcar Feasibility Study, Fullerton, CA – Mr. Delo was the transportation task lead for IBI Group on this study evaluating the transportation and economic feasibility for a streetcar service linking Downtown Fullerton and California State University, Fullerton. The feasibility study evaluated alignment options, ridership demand, physical constraints, and transit technologies.

Berkeley Downtown Area Plan Transportation Analysis, Berkeley, CA – Mr. Delo was the project manager for this comprehensive traffic, parking, and transit analysis of Downtown Berkeley in support of an environmental impact report for the new Downtown Area Plan (DAP). Mr. Delo's work included an analysis of existing and future conditions for automobile traffic, transit services, pedestrian circulation, and bicycle circulation.

Mike Arizabal
Project Manager/Senior Transportation Planner

Michael Arizabal is a senior transportation planner with practical analysis and management experience. He has led the technical work for numerous transportation planning and traffic engineering projects in Southern California, and is an expert on all traffic analysis software and tools. Mr. Arizabal has a broad background of professional experience, focusing on transportation planning and traffic engineering, and specializing in corridor analysis, site access/circulation, transit planning, active transportation application, technical reports in support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation, and traffic impact analysis of all modes of travel.

Representative Experience

Caltrans District 12, Interstate 5 from State Route 55 to State Route 57 HOV Improvement Project, Orange County, CA – Served as the primary technical analyst for the Project Approval/Environmental Document (PA/ED) phase of the HOV Improvement Project. The primary focus of this traffic assessment report was to provide a comprehensive and integrated analysis of the potential future operations of the four0mile section of the I-5 Freeway from the SR-55 to the SR-57, including freeway facilities, ramps, and local intersections. The purpose of the analysis was to inform the design of the freeway project based on Caltrans' Measures of Effectiveness (MOE) and levels of service (LOS). The strategies generally included the provision of a second HOV lane northbound and southbound with associated ramp and arterial improvements needed to accommodate the right-of-way for the HOV lanes. Specific strategies were employed to reduce bottlenecks at weaving sections of the freeway.

Orange County Transportation Authority (OCTA), State Route 55 (SR 55) Access Study, Costa Mesa, CA – Served as the primary staff in the analysis and identification of alternative transportation strategies through the Newport Boulevard (SR 55) corridor, from the current terminus of the SR 55 freeway south to 16th Street in Newport Beach. The current plan includes the construction of a limited-access freeway in this segment on an easterly alignment through homes and businesses in Costa Mesa. As a result of the significant potential impacts, the Orange County Transportation Authority (OCTA) facilitated a cooperative effort between Caltrans and the Cities of Costa Mesa and Newport Beach to identify alternatives. Using methodologies from each of the jurisdictions, seven alternative strategies were identified. As a result of the screening process, three strategies were recommended for further study.

Los Angeles County Metropolitan Transportation Authority (LACMTA), Green Line Extension AA, Los Angeles, CA – Assisting the environmental team by preparing the traffic and circulation impact analysis for the Alternatives Analysis (AA) Report. The analysis included impacts to the street network from the potential extension of the Metro Green Line through the Harbor Subdivision. The analysis also included an assessment of current and future parking faciltites and transit system.

Education

B.S. (Civil Engineering)
University of California, Irvine, CA, 2004

Experience

2015–Present
IBI Group, Irvine, CA, Senior Transportation Planner

2009–2015
AECOM, Orange CA, Senior Transportation Planner

2004–2009
LSA Associates, Inc.,
Irvine, CA, Transportation Engineer

Memberships

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Orange County Traffic Engineering Council (OCTEC)

References

OCTA Transit Centers Moderization and Parking Management Study, Cliff Thorne, 714-560-5975

Century Boulevard Reconstruction, Keith Lockard, 310-412-5383

Tehachapi City-Wide Traffic Model, Jay Schlosser, 661-822-2200

Los Angeles County Metropolitan Transportation Authority (LACMTA), Eastside Extension EIR/EIS, Los Angeles, CA – Assisting the environmental team by preparing the traffic and circulation impact analysis for the DEIR/DEIS. The traffic impact analysis evaluates intersection, highway, and roadway conditions for existing and future scenarios (with and without project), and any potential impacts to parking, bicycle/pedestrian facilities, freight, and transit. Mitigation measures to reduce or eliminate any impacts will be recommended.

City of Santa Ana General Plan Circulation Element, Santa Ana, CA – Mr. Arizabal led the technical effort to assist the City of Santa Ana in updating their General Plan Circulation Element. The update is being conducted to incporate Complete Streets policies into the Element and to reflect current planning efforts for the Streetcar in the City. The update is focused on rethinking the City's transportation network, focusing on moving people rather than cars, and making City streets safer for all users of the transportation system.

Paso Robles Gateway Project, Traffic and Circulation Study, Paso Robles, CA – Served as the lead technical advisor in the peer review effort for the traffic and circulation study for the Paso Robles Gateway Project adjacent to the US 101/SR 46 West interchange. The project included a land use mix of hotel, commercial retail, and residential lots and focused on the iteraction of all land uses and modes of travel. Work effort included coordination with Caltrans, City of Paso Robles, and County of San Luis Obispo.

Century Boulevard Reconstruction Project, Inglewood, CA – Mr. Arizabal served as the primary technical analyst on the Century Boulevard Reconstruction Project on behalf of the City of Inglewood and the Los Angeles County Metropolitan Authority. The purpose of the project was to enhance flow of traffic and increase level of safety for motorized vehicles and pedestrians alike. Other benefits included improved security enforcement as a result of the improved lighting illumination in the area, reduction of excess fuel emissions, which improves air quality, and calmer traffic flows. The traffic analysis investigated opportunities and constraints to provide a corridor that was consistent with the City's "Complete Streets" objective and vision - streets that intertwine all modes of traffic (vehicular, bicycle, pedestrian) while promoting enhanced mobility and safety.

Rancho Santiago Community College District, Santa Ana College Master Plan Traffic Study, Santa Ana, CA – Conducted traffic impact analysis for the proposed Master Plan build out of Santa Ana College in the City of Santa Ana. The traffic study identified the short- and long-term traffic impacts and determined mitigation as required for California Environmental Quality Act (CEQA) compliance and was prepared in accordance with the objectives and requirements of the City of Santa Ana's General Plan Circulation Element. Special analysis included a detailed site access evaluation and peak hour link analysis along study area roadway segments.

City of Anaheim, Fixed Guideway EIR/EIS, Anaheim, CA – Serving currently as the primary staff for traffic planning and operations for the Anaheim Fixed Guideway study. Conducted a technical review of the ridership forecasts for two project alternatives to determine preliminary traffic assignments and trip diversion. Currently preparing a traffic impact analysis consistent with the requirements of the City of Anaheim and Caltrans guidelines.

City of Placentia, Orange County Gateway (OCG) Draft EIS/EIR, Placentia, CA – Assisted the project team with the preparation of the traffic, transportation, pedestrian, and bicycle facilities section of the draft EIS/EIR. The analysis identified traffic and circulation impacts to state highways, local arterial streets, transit operations, and bicycle and pedestrian facilities within the OCG study area consistent with the CEQA guidelines Appendix G checklist. Measures of evaluation included daily traffic volumes, intersection levels of service (LOS), vehicular traffic delay estimates, rail volume and corresponding delay, transit disruption, and bicycle and pedestrian blockage. Project documentation was prepared in compliance with both the CEQA and the National Environmental Policy Act (NEPA).

Amy Frank P.E., LEED AP
Transprtation Engineer

Ms. Frank is a Transportation Engineer with over four years experience in the Land Development sector of Civil Engineering and five years of experience in Transportation Engineering, projects ranging from small-scale residential and commercial development to roles in roadway design, signal and striping design, stage construction layouts, bus stop projects, and other transit projects. Ms. Frank's area of expertise lies within signal design, stage construction planning, precise grading, wet utility plan and profile design, and limited exposure to; rough grading, hydrology, street plan and profile layouts. Project participation includes conceptual engineering, preliminary engineering, and final design. Software knowledge includes AutoCAD 2002, 2006, and 2008, 2011, and Microstation v8. Design software experience includes Land Desktop, InRoads, AutoTurn software, and WSPG Hydrology.

Representative Experience

MyFigueroa, Los Angeles, CA – Ms. Frank provided design support in the traffic signal and signing & striping design for the Figueroa Corridor Streetscape Project. Figueroa Street is a major thoroughfare that serves as an alternative to the Interstate 110 freeway in downtown Los Angeles. It also provides access to Staples Center, the Los Angeles Convention Center, Exposition Park, the University of Southern California (USC). The Los Angeles Department of Transportation (LADOT) is looking at ways to enhance Figueroa Street to better serve the mix of pedestrians, bicycles, vehicles, transit and businesses that utilize the corridor. Ms. Frank is responsible for the design support of 28 traffic signals to implement cycle tracks with protected right and left-turn phasing to separate bicycle and vehicular flows, and Class II bike lanes. The project is ongoing and the goal is to better serve pedestrians, cyclists, and transit riders by implementing a safe, inviting, and unique public realm.

Monrovia Station Square, Monrovia, CA – Ms. Frank provided design support in the signing and striping, traffic signal design, and traffic handling plans for the off-site improvements on the Monrovia Station Square Project. The Gold Line Foothill Extension Construction Authority (the "GLCA") is in the process of expanding the Gold Line light-rail system from its current terminus in East Pasadena to Azusa. As a result, the Gold Line Operations Campus, a GLCA public parking structure, and a station platform stop will be located in the City of Monrovia. This area is identified as the Station Square Transit Village Planned Development Area. Additionally, the City will be constructing public improvements in the off-site area to complement the on-site work at Station Square. The proposed improvements include: street improvements, undergrounding of utilities, freeway beautification, sidewalks, streetlights, signals, signing & striping, landscaping, bus stop improvements, and open space. The project is currently ongoing.

Education

B.S., Civil Engineering, University of Iowa, 2003

Experience

2008–Present

IBI Group, Irvine, CA, Transportation Engineer

2004 - 2008

RBF Consulting, Irvine, CA, Assistant Engineer, Design Engineer

2003 – 2004

Iowa Institute of Hydraulic Research, Iowa City, IA, Intern

2001 – 2001

HSR Associates , Madison, WI, Intern

Memberships & Registrations

American Society of Civil Engineers (ASCE)

Chi Epsilon Civil Engineering Honor Society

Registration

P.E. License

LEED AP

Crenshaw LRT, Los Angeles, CA – Ms. Frank provided design support for the advanced conceptual and preliminary engineering stages on the Crenshaw Light Rail Transit (LRT) project in Los Angeles, CA. The project is ongoing and includes engineering work to implement a light rail transit system that will provide an eight-mile long connection from the Metro Green Line at LAX to the Exposition Rail Line. The tasks performed included: preparation of striping and traffic control during construction plans, and providing design support for the CPUC Permit Application Drawings. All tasks followed a very challenging project timeline.

C-Street At Grade Crossing & Traffic Synchronization Improvement Project, San Diego, CA – Ms. Frank provided design support for the traffic signal and striping design on the C-Street project in San Diego, CA. The project is ongoing and includes signal work at three different intersections and new striping along the street-running light rail transit. The tasks performed included: aiding in the signal plan layout to safely handle both LRT/vehicular traffic in conjunction with pedestrians, and creating the accommodating striping plans.

I-5/Jamboree Road Widening, Irvine and Tustin, CA – Ms. Frank provided design support for the preliminary engineering stages on the I-5/Jamboree Road Widening Project in Irvine and Tustin, CA. The project is ongoing and includes engineering work to provide an additional lane along Jamboree Road in the bottleneck region between Michelle Drive and El Camino Real. The tasks performed included: gathering of as-built information, field inventories to verify the location of vaults/pull-boxes and signal equipment, preparation of the cross section and street profile plans, and compilation of the engineer's cost estimate. Various challenges associated with this project include: creating a design that results in minimal impact to the existing utilities, generating a stage construction schedule that will be most suitable for construction workers and traffic, and following a rather challenging project schedule.

David Chew
Transportation Planner

Mr. Chew is a Transportation Planner at IBI Group with 6 years of experience in transportation planning and traffic engineering. His experience in planning and engineering includes the preparation of specific plans, long range transportation plans, traffic impact analyses, and transportation modeling. His skills include geospatial analysis and data visualization with ArcGIS, traffic analysis, modeling, and microsimulation using a range of traffic analysis and modeling software. As a transportation professional, Mr. Chew is current on CEQA and NEPA documentation including VMT legislation.

Representative Experience

Metro Green Line Extension Connectivity Study, Los Angeles, CA – The Southern California Association of Governments (SCAG), in conjunction with the Los Angeles County Metropolitan Transportation Authority (Metro) and the cities of Norwalk and Santa Fe Springs, initiated a planning study to identify and evaluate feasible alternatives for extending the Metro Green Line from its existing terminus to the Norwalk/Santa Fe Springs Metrolink Station. Mr. Chew is currently working with the SCAG and Metro to develop and model ridership estimates using the SCAG regional travel demand model for various scenarios and alternatives.

West Carson Transit Oriented District Specific Plan, West Carson, CA – IBI Group is conducting the traffic analysis for the West Carson Transit Oriented District Specific Plan in West Carson. The project area covers approximately 418 acres in the unincorporated area of West Carson. Mr Chew is conducting traffic analysis for baseline and future conditions using Intersection Capacity Utilization (ICU) methodologies and the SCAG regional traffic model.

Santa Ana/Garden Grove Streetcar Traffic Analysis, Santa Ana, CA – IBI Group is conducting updates to the traffic impact analysis for the Santa Ana/Garden Grove Fixed Guideway (Streetcar) project. Mr Chew is conducting baseline and future traffic impact analysis and microsimulation (VISSIM) with at-grade crossings and traffic signal priority to evaluate impacts on traffic conditions. Analyses include using Highway Capacity Manual (HCM) 2010 and Intersection Capacity Utilization (ICU) methodologies.

County of Orange Facilities Strategic Plan Traffic Analysis, Santa Ana, CA – IBI Group is conducting the traffic analysis for the County of Orange Facilities Strategic Plan in Santa Ana. The project includes the demolition, renovation, and construction of various government buildings. Mr Chew is conducting the traffic analysis for baseline and future conditions using Highway Capacity Manual (HCM) 2000 and Intersection Capacity Utilization (ICU) methodologies.

Coast Highway Corridor Parking Study, Oceanside, CA – IBI Group is conducting corridor analysis of Coast Highway from State Route 76 to the southern City Limits. The objective of the study is to examine the operational feasibility of roundabouts and changes in lane configurations to create a more pedestrian-friendly corridor. The traffic analysis is examining 2035 traffic volumes and land uses, consistent with a specific plan adopted for the corridor. The parking management plan is identifying revised parking standards, opportunity sites for public parking resources, and strategies for better managing parking demand in the corriror.

Education

M.U.P. (Masters of Urban Planning), California State University, San Jose, CA 2013

B.A. (Environmental Analysis and Design), University of California, Irvine, CA 2008

Experience

2015-Present
IBI Group, Irvine, CA Transportation Planner

2012-2015
CDM Smith, San Francisco, CA Transportation Planner

2011-2012
City of San Jose, San Jose, CA, Transportation Modeling and Analysis Intern

Memberships

American Planning Association

Oak Glen Creek Specific Plan Traffic Analysis, Yucaipa, CA – Mr. Chew conducted the traffic analysis for the Oak Glen Creek Specific Plan in Yucaipa. The project included the construction of residential units and various office related uses. Mr Chew conducted traffic analysis for baseline and future conditions using SANBAG's regional model and Highway Capacity Manual (HCM) 2000 methodologies.

Downtown Transit Layover Facility Traffic Analysis, San Diego, CA – Mr. Chew conducted the traffic analysis for the Downtown Transit Layover Facility Project in San Diego. The project included the construction of a bus layover facility with TOD development. The traffic analysis examined existing, opening year (2019), and future year (2035) traffic volumes for two potential site locations.

OCTA Transit Center Modernization and Parking Management Study, Orange County, CA – Mr. Chew is evaluating existing parking and pedestrian amenities (including access, security, and lighting) at local transit centers and park and ride facilities. The purpose of the project is to increase ridership by enhancing the passengers experience through improved security measures, passenger amenities, and parking management. Mr. Chew's role includes research, analysis, and mapping of various data for presentation and recommendations.

Metropolitan Bakersfield Transit Center Study, Bakersfield, CA – Mr. Chew worked with the Kern Council of Governments (Kern COG), in collaboration with Golden Empire Transit District (GET) and Kern Transit, to study and identify suitable locations for transit centers within Metropolitan Bakersfield. Mr. Chew provided support for deomographic analysis, review of existing transit network, assistance with public outreach, application of projected employment and population growth, and GIS mapping and analysis of data.

Laguna Beach Downtown Specific Plan Area Parking Actual Demand Study, Laguna Beach, CA – Mr. Chew is working with the City of Laguna Beach to form the basis for minimum parking requirements relative to land use and provide recommendations to optimize usage of parking resources. Work efforts include analysis and GIS mapping of parking data and an evaluation of existing land uses to develop actual parking demand rates.

Santa Ana Regional Transportation Center Parking Management Strategies Study, Santa Ana, CA – Santa Ana Regional Transportation Center (SARTC) is a multi-modal transportation center, serving Metrolink commuter rail, Amtrak, inter-city bus, and local bus travelers. The station also includes restaurants and city offices. Working with the City of Santa Ana, Mr Chew provided analysis of existing parking demand for the sration and identified appropriate pricing strategies for the station for existing and future conditions.

Roosevelt to Downtown HCT Project, Seattle, WA – Mr. Chew worked with the Seattle Department of Transportation (SDOT) to explore options for high capacity transit (HCT) along the Roosevelt to Downtown Corridor. The study evaluated all transit modes, including bus, rail, and pedestrian. Mr. Chew conducted a pedestrian analysis evaluating connectivity and overall quality of the pedestrian realm along the corridor.

MTC Value Priced Parking (VPP) Project, Oakland, CA – Mr Chew was an analyst working with the Metropolitan Transportation Commission (MTC) to conduct a regional policy analysis and develop a local jurisdiction toolbox. The Project's goal was to establish a regional parking database framework to structure the organization of and assess parking data; collect parking and related data; integrate data into the framework; build and use land use and transportation models to evaluate alternative approaches to regional parking pricing; and develop parking analysis tools for local jurisdictions.

Cathy Chea AICP
Transportation Planner

Ms. Chea is a Transportation Planner at IBI Group who specializes in the strategic planning and implementation of multimodal transportation and TOD projects. Her experience includes projects ranging from transit planning, complete streets, multimodal corridor studies, TOD and station area planning, traffic impact studies, and parking studies. In addition, Ms. Chea's expertise also includes land use planning, geospatial analysis and data visualization with ArcGIS, and financial forecasting and analysis. Ms. Chea applies her background in transportation and land use planning to design truly balanced and sustainable transportation systems and communities.

Representative Experience

L.A. Metro Transit Supportive Planning Toolkit, Los Angeles, CA – IBI Group was tasked with assisting Metro in creating a Transit Supportive Planning Toolkit, an online resource for planning and implementing transit supportive projects in cities across Los Angeles County. The toolkit is designed to deliver immediate access to a comprehensive databank of regulatory and planning policy strategies ranging from land use, transportation, environmental, economic development, and more through an easy-to-use online platform. Ms. Chea served as the Mobility Lead for this project and was responsible for providing technical expertise in the development of the transit supportive policy and regulatory tools, best practice strategies, and case studies related to multimodal transportation, parking, and transportation demand management.

Orange County Active Transportation Plan, Orange County, CA – IBI Group was tasked with assisting the Orange County Transportation Authority (OCTA) in developing the first ever countywide Active Transportation Plan. Ms. Chea serves as the Active Transportation Planning Lead in this on-going project with OCTA, providing her technical expertise in the planning, design, prioritization, and implementation of active transportation projects. Ms. Chea is also responsible for overseeing tasks related to spatial and data analysis using ArcGIS.

City of Tustin Transit Circulator Feasibility Study, Tustin, CA – The City of Tustin in interested in studying the feasibility of implementing a local transit circulator service that would improve connectivity to key destinations. Ms. Chea was responsible for assessing existing transportation resources, analyzing demographic data and travel behavior to determine transit service needs, and developing and conducting community outreach surveys to better understand the mobility needs of the community. She was also responsible for providing technical support in the development of potential transit solutions and strategies for the City, which included analyzing the potential for micro-transit solutions and partnerships with TNCs.

Metro Vermont BRT Rail Conversion Feasibility Study, Los Angeles, CA – Metro is interested in evaluating two BRT concepts

Education

Masters of Urban and Regional Planning,
University of California, Irvine 2014

Bachelor of Arts Psychology,
University of California, Los Angeles, 2005

Experience

2014–Present

IBI Group, Irvine, CA, Transportation Planner

2013–2014

Long Beach Transit, Service Development Intern

2013

City of Sacramento, Community Development Intern

2008–2012

Bio-Rad Laboratories, Financial Analyst

2005-2008

Perry-Smith LLP, Senior Financial Audit Associate

Memberships

Women's Transportation Seminar

American Planning Association

Registrations

Certified Planner, American Institute of Certified Planners #29429

developed for the Vermont corridor and their potential for rail service conversion in the future. The project involves identifying potential opportunities and constraints in designing the BRT system to better facilitate future rail conversion. For this project, Ms. Chea is responsible for providing technical support in the analysis of project benefits/constraints, operating scenarios, cost effectiveness, preliminary traffic impacts, and potential parking loss. Ms. Chea is also responsible for identifying opportunities to improve first-last mile connections to the proposed stations as well as identifying opportunities to facilitate and promote transit-oriented communities.

SCAG Norwalk Green Line Extension, Norwalk, CA – SCAG, in conjunction with Metro and the Cities of Norwalk and Santa Fe Springs, has initiated a planning study to identify and evaluate feasible alternatives for extending the Metro Green Line east from its existing terminus at the Norwalk Station to connect to the Metro/Santa Fe Springs Metrolink Station. For this project Ms. Chea was responsible for assessing regional and local travel patterns, analyzing origin-destination data from the SCAG Traffic Model, identifying the corridor's key mobility challenges, quantifying existing and future baseline conditions, and evaluating local and regional demographics to determine the project's purpose and need.

Mariposa Grove Transit Implementation Plan, Yosemite National Park – In an effort to reduce vehicle miles traveled as well as to restore the natural environment and minimize the carbon footprint at the park, Yosemite National Park has contracted IBI Group to develop a new shuttle service that would transport park visitors between the South Entrance and Mariposa Grove. For this project, Ms. Chea was responsible for developing the Transit Implementation Plan, which details the shuttle service plan, operator runs, and operation and maintenance costs for ten different operating scenarios.

Long Beach Transit Safety Study, Long Beach, CA – Improving transit safety is a key goal of Long Beach Transit's daily operations. For this project, Ms. Chea was responsible for identifying location patterns of transit accidents using ArcGIS. Additionally, Ms. Chea also analyzed correlations between accident frequency, vehicle type, and accident type, which included accidents involving active modes of transportation. As a result of the study, six high accident risk corridors were identified throughout the City of Long Beach and the transit agency developed a new transit operator training program focusing on safety measures specific to the high risk corridors.

Riverside Streetcar Feasibility Study, Riverside, CA – The City of Riverside was interested in studying the feasibility of implementing a streetcar system that would connect the community with various key destinations throughout the city. For this project, Ms. Chea was responsible for providing technical support for the alternatives analysis phase of the project. She was responsible for analyzing the land use compatibility, noise impacts, connectivity to existing transit, as well as circulation and traffic impacts for each of the proposed streetcar routes. Ms. Chea was also responsible for providing data visualization and geo-spatial analysis using ArcGIS.

West Carson TOD Specific Plan, West Carson, CA – The West Carson TOD Specific Plan focuses on developing vibrant and healthy places and redesigning streets so they are safe and user friendly for all modes of transportation. The Plan also focuses on redesigning the existing streetscape to complement the proposed future land use in order to attract new investments that will further leverage the existing station. Ms. Chea was responsible for analyzing existing conditions related to the street, transit, bicycle, and pedestrian network, and identifying strategies that would complement the proposed land uses, improve multimodal connections and increase transit ridership. This task included providing in-depth corridor analyses, developing street design concepts, as well as identifying land use and transportation policies to facilitate a safe and efficient multimodal network.

Central Pointe Station Master Plan, South Salt Lake, UT –For this project Ms. Chea was responsible for developing first and last mile solutions for the transit station by analyzing existing bikeway, pedestrian, and transit infrastructure, and by identifying strategies that would not only enhance mobility, but also leverage existing infrastructure. Ms. Chea was also responsible for developing a set of parking management strategies to optimize the utilization of parking resources within the area.

Yonathan Esquivel E.I.T.
Transportation Engineer

Mr. Esquivel is a Junior Transportation Engineer at IBI Group who has been involved in a variety of traffic/transportation engineering and transportation planning projects. His experience includes projects such as traffic impact analyses, circulation studies, transit feasibility studies, traffic control plans, and traffic signal design and modifications.

Representative Experience

TRIP Centennial Corridor, Bakersfield, CA – Transportation engineer assisting in the preparation of design plans for several elements of the local streets improvement package. The project involves an extension of State Route 58 beyond State Route 99 to provide a continuous route to the Interstate 5 freeway in Bakersfield, CA. The extension requires improvements to the local streets in order to accommodate the additional use of right-of-way for freeway mainline and ramp construction. Additionally, the Thomas Roads Improvement Program (TRIP), a cooperative effort between the City of Bakersfield, County of Kern, Caltrans and the Kern Council of Governments, is interested in re-purposing the remnant parcels of land along both sides of the freeway to create a Class I multi-use path. The Centennial Corridor Pedestrian and Bicycle Path Planning and Feasibility Study aimed to identify the best route for the proposed bicycle path. The local streets improvement plans involve extensive design of the new street profiles, sidewalks, ADA curb ramps, signing and striping, and tie-ins to existing ground.

Figueroa Corridor Streetscape Project, Los Angeles, CA – Transportation engineer assisting with development of traffic signal modification plans in addition to signing and striping plans. The Figueroa Corridor Streetscape Project explores streetscape opportunities along Figueroa Street between 7th Street and 41st Street. The project considered a range of improvements such as sidewalk widening, pedestrian plazas, landscaped parkways with street trees and pedestrian lighting, bike lanes, cycle tracks buffered by on-street parking, storm water infiltration, new transit stops, street furniture, and district signage.

Metro Gold Line Foothill Extension Phase I, Los Angeles, CA – Transportation engineer assisting in the preparation of conceptual design for parking garages for the Metro Gold Line Foothill Extension. The project extended the rail line from its previous terminus in Pasadena through the cities of Arcadia, Duarte, Irwindale, Monrovia and Azusa. Several alternative designs were developed to improve operational and cost efficiencies, garage location, orientation and design features. Elements of the work included preliminary site plans with access/egress locations, parking layout and internal circulation for both surface and garage facilities, rough order of magnitude (ROM) cost estimates, and for the garages – cross sections showing internal ramping system, elevation view, and identification of aesthetic enhancement features for the garages. All six facilities and their alternatives were designed to Los Angeles Metropolitan Transportation Authority (METRO) specifications and design criteria.

Education

B.S. Civil Engineering – Transportation Systems, University of California – Irvine, Irvine, CA, 2016

Experience

July 2016 – Present
IBI Group, Irvine, CA, Junior Transportation Engineer

June 2014 – July 2016
IBI Group, Irvine, CA, Transportation Engineering Intern

June 2012 – September 2012
City of Riverside, Riverside, CA, Traffic Engineering Intern

Memberships

Engineer-In-Training (EIT), California Board of Professional Engineers and Land Surveyors, CA No. 160061

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Wilshire Avenue Bike Boulevard, Los Angeles, CA – Traffic engineer assisting in the development of concept plans and cost estimates for a bike boulevard. The City of Fullerton is proposing to construct a bicycle boulevard along Wilshire Avenue near downtown Fullerton. The goal of the project is to improve bicycling conditions along the corridor and create an environment that allows for the safe and efficient movement of bicycle and vehicular traffic. The project also involved developing a bicycle boulevard handbook that will serve as a design reference for any future bicycle boulevard projects. As a part of the project, temporary traffic calming measures were implemented along the corridor to study their impacts on traffic volumes and speed.

Section 14 Circulation and Streetscape Plan, Palm Springs, CA – Traffic engineer assisting in the development of the circulation and streetscape component for the Section 14 Specific Plan. The plan provided Complete Street designations and concept plans for the lane configuration of the city network. Conceptual plans for bike facility striping and angled parking were provided; cost estimates for concept alternatives were developed as well.

Coast Highway Corridor Study, Oceanside, CA – Traffic engineer assisting in the traffic impact and VMT analyses. IBI Group was tasked with conducting a corridor analysis of Coast Highway from State Route 76 to the southern city limits. The objective of the study is to examine the operational feasibility of roundabouts and changes in lane configuration to transition the corridor to a Complete Streets configuration featuring bike lanes and other pedestrian amenities.

West Carson TOD Specific Plan, West Carson, CA – Traffic engineer assisting in the traffic impact and VMT analyses. The analyses considered the effects of project traffic in relation to the existing and proposed land use zoning adopted in the City of West Carson Specific Plan. The impact on study intersections was assessed, and mitigation measures proposed.

Irvine Unified School District Traffic Study, Irvine, CA – Traffic engineer assisting in the preparation of a traffic study for a proposed K-8 school in Irvine, California. The study was to assess the traffic impacts of the school in the future year conditions using ITAM-15 generated traffic. The study provided an intersection, queue, and link analysis of the study area.

Costa Mesa High School Stadium Traffic Study, Costa Mesa, CA – Traffic engineer assisting in the assessment of traffic impacts due to the addition of the proposed stadium. The Newport-Mesa Unified School District is planning to build an athletic stadium on the Costa Mesa High School (CMHS) campus. The stadium was would be constructed where an existing track and field is currently located, providing 1,000 bleacher seats. Roadway modifications or changes to site access and circulation were not planned.

I-805/47th Street BRT/LRT Station PEAR and PSR-PDS, Los Angeles, CA – Technical analyst assisting in the preparation of transit ridership and transfer data. The project proposes to evaluate three alternatives (one in-line and two off-line station alternatives with their accompanying bus priority lane) to provide the BRT operation with a stop at the Orange Line 47th Street Trolley Station. The project purpose is to provide the nearby community with access to the new BRT service on the future I-805 Express Lanes to improve access to regional transit services, facilitate regional system connectivity between the Orange Line Trolley and I-805 BRT services, enhance community mobility, and improve access to jobs inside and outside of the community. As part of the project, IBI Group prepared conceptual station plans for the three alternatives with a level of detail sufficient to support the PSR-PDS to determine costs, right-of-way, transit and traffic impacts, and environmental impacts.

VTA Bus Facility Conceptual Plans, Santa Clara, CA – Traffic engineer assisting in the development of conceptual plans for transit facilities following the initial preparation for the Santa Clara Valley Transportation Authority (VTA) 2010 Facilities Master Plan by IBI Group, which examined the existing conditions at the bus maintenance, light rail maintenance, paratransit, and administrative facilities owned and operated by VTA. Concepts were to provide adequate facilities for VTA's future needs given plans for service expansion, changes to vehicle fleet mix, and changes to service patterns. Conceptual plans also quantified the facility improvements in order to provide cost estimates for the concept alternatives.

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PALEONTOLOGY - ARCHAEOLOGY - HISTORY

SHERRI GUST, RPA
Principal Investigator for Archaeology and Paleontology

EDUCATION

1994 M. S., Anatomy (Evolutionary Morphology), University of Southern California, Los Angeles
1979 B. S., Anthropology (Physical), University of California, Davis

SUMMARY QUALIFICATIONS

Ms. Gust is a Registered Professional Archaeologist (RPA) with 36 years of experience. At Cogstone, she has managed numerous transportation-related projects and task orders for Caltrans and has experience with street, roadway, interchange, bridge, and grade separation projects involving archaeological and historic resources. She has managed multiple projects with Caltrans as the lead agency and is knowledgeable of the processes and procedures required to obtain NEPA, NHPA Section 106 and CEQA environmental approvals. Ms. Gust meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* and the standards outlined in Attachment 1 to Caltrans Section 106 Programmatic Agreement with the FHWA; and Chapter 1, Volume 8, on paleontology and Chapter 2 on cultural resources, of the Caltrans Standard Environmental Reference (SER). She is accepted as a principal investigator for both prehistoric and historical archaeology by the State Office of Historic Preservation's Information Centers..

SELECTED PROJECTS

Purple Line Extension (Westside Subway), Metro/FTA, Los Angeles. The project involves extension of the subway from Wilshire/Western to the VA Facility in Westwood for 9 miles. Cogstone prepared the supplemental Archaeology and Architectural History Reports and the cultural and paleontological sections of the FEIS/FEIR. Cogstone subsequently prepared the cultural and paleontological mitigation and monitoring plans for the entire project. Currently providing monitoring and all other cultural and paleontological services for Section One of the project. Sub to WEST. Program Manager/QA&QC. 2011-present

SR-138 Palmdale Boulevard Improvements (Sierra Highway), Caltrans District 7 Palmdale, Los Angeles County, CA. The project involves widening and modifying three southbound lanes on Sierra Highway to Avenue R at the railroad crossing. Managed a cultural resources assessment to support the Project environmental documents (IS/MND) in compliance with NEPA and CEQA. Services for this Local Assistance Project, on behalf of the City of Palmdale, included records search, Sacred Lands File search, Tribal consultation, intensive-level field survey, finalization of the APE map in concurrence with Caltrans District 7, and preparation of an ASR technical report. Sub to Parsons. Program Manager/QA&QC. 2015-2016

High Desert Corridor, Caltrans Districts 7 & 8, Los Angeles and San Bernardino Counties, CA. The project was a proposed new 63 mile long freeway and rail line from SR 14 in Palmdale to SR 18 in Apple Valley. The documents produced were Historical Properties Survey Report, Archaeological Survey Report, Historical Resources Evaluation Report, Extended Phase I Testing Report for three sites, Extended Phase I and Archaeological Evaluation Report for 20 Phased Sites and one District, Supplemental Historic Properties Survey Report and Archaeological Survey Report, Finding of Effect, Programmatic Agreement, Historic Properties Treatment Plan and combined Paleontological Identification and Evaluation Report. Sub to Parsons Transportation. Program Manager/QA&QC. 2013-2015

Historical Sites Preservation, Veterans Affairs Long Beach Healthcare System, Long Beach, Los Angeles County, CA. The undertaking involved eleven projects, divided into two construction phases for improvements to the campus. Cogstone conducted evaluation of all buildings on campus and determined recommended none were eligible for the National Register and SHPO concurred. One National Register-listed prehistoric archaeological site, the Puvungna Indian Village, is known on the campus. Documents prepared were Evaluation Report, POA, MOA, HPTP with monitoring. Prime. Program Manager/QA&QC. 2014-15

Pasadena General Plan EIR, City of Pasadena, CA. The project was updating the city-wide general plan. Managed assessment work including record searches, Native American consultation, and research and prepared report with programmatic mitigation. Sub to Place Works. Program Manager/QA&QC. 2014

Alamitos Park, Caltrans District 7, Long Beach, Los Angeles County, CA. The City proposes to develop Alamitos Park and associated roadway improvements near the intersection of Martin Luther King Jr. Avenue and 7th Street. Prepared HPSR/ASR/HRER technical reports to Caltrans standards, including an Area of Potential Effects (APE) map of the 23.6-acre project for FHWA/Caltrans under compliance with Section 106 for the City of Long Beach. Sub to RB. Program Manager/QA&QC. 2013-2014

Westminster Avenue Improvements Project, Caltrans District 12, Seal Beach, Orange County, CA. Managed literature and Sacred Lands search, NAHC consultation, field survey, and technical reports (HPSR/ASR) for roadway and bicycle lane improvements on behalf of the City of Seal Beach. NHPA Section 106 compliance. QA&QC. 2013-2014

Santiago Canyon Bridges Repair, Trabuco Canyon, Orange County, CA. Provided a due diligence cultural resources record search and brief report to meet United States Army Corps of Engineers (USACE) requirements. Cultural tasks involved archaeological Phase I assessment including record search, Native American consultation, survey, impact analysis and recommendations. The purpose of the project is to repair damages in order to extend the longevity of nine bridges. Five bridges are subject to federal laws including Section 106 because they require USACE permits. The remaining four bridges are on county land and subject to state laws. The County of Orange is the CEQA lead agency. Sub to RBF Consulting. Program Manager/QA&QC. 2012-2013

Avenue R, Caltrans District 7, Palmdale, Los Angeles County, CA. Caltrans District 7, in cooperation with the City of Palmdale, proposed improvements of the intersection at East Avenue R and 10th Street East. Managed archaeological and historical record searches, Sacred Lands search, field survey. Prepared an Archaeological Survey Report (ASR) to Caltrans standards in compliance with CEQA. Sub to Galvin Preservation Associates. Principal Archaeologist. 2011

Avenue S, Caltrans District 7, Palmdale, Los Angeles County, CA. Conducted an assessment to determine the potential effects on archaeological and historical resources by proposed construction-related activities during improvements to Avenue S between 30th Street East and 45th Street East. Prepared a Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) to Caltrans standards. The archaeological record search determined that there are no known resources and no known sacred lands within the Area of Potential Effects boundaries. Sub to Psomas. Program Manager/QA&QC. 2010-2011

Riverside Bridge Widening. Caltrans District 7, City of Los Angeles Department of Public Works, Bureau of Engineering, Bridge Improvement Program, Los Angeles County, CA. The project involved design improvements, including seismic retrofitting and widening. Managed paleontological and archaeological record searches, Phase I survey, and Native American Consultation. Prepared final ASR to Caltrans standards for project located near Griffith Park. Sub to Galvin Preservation Associates. Program Manager/QA&QC. 2007 & 2012

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PALEONTOLOGY - ARCHAEOLOGY - HISTORY

DESIREÉ RENEÉ MARTINEZ
Project Manager

EDUCATION

1999 M.A., Anthropology (Archaeology), Harvard University, Cambridge

1995 B.A., Anthropology, University of Pennsylvania, Philadelphia

SUMMARY QUALIFICATIONS

Ms. Martinez is a qualified archaeologist with 21 years of experience in archaeological fieldwork, research, and curation. She has expertise in the planning, implementation, and completion of all phases of archaeological work and has participated in archaeological investigations as a crew member, tribal monitor, and principal researcher. She meets national standards in archaeology set by the Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation* and the standards outlined in Attachment 1 to Caltrans Section 106 Programmatic Agreement with the FHWA. Her experience also includes compliance with CEQA, NEPA, NHPA Sec 106, NAGPRA, SB 18, AB 52, California General Order 131-D exemption and other cultural resource laws. In addition, Ms. Martinez has vast experience in lab analysis and museum collections management. Ms. Martinez also has extensive experience consulting with Native American leaders and community members in a variety of contexts. Finally, Ms. Martinez is at the forefront of creating and implementing collaborative archaeological agendas at the State and National levels.

SELECTED PROJECTS

Fisher House and Golf Course, Mechanized Archaeology Survey, Veterans Affairs Long Beach Healthcare System, Long Beach, Los Angeles County, CA. In compliance with the Historic Property Treatment Plan, supervising an intensive-level archaeological survey utilizing ground penetrating radar and magnetometry to identify subsurface cultural debris, accurately map abandoned utilities, and locate a historic trash pit within the APE prior to redevelopment of the sites. Supervised all work, managed archaeological and Native American monitoring, wrote compliance reports. Principal Investigator. 2015-2017

Marina del Rey 18-Inch Waterline Replacement Phase IIIB Project, Los Angeles Department of Public Works, Marina del Rey, Los Angeles County, CA. Managed archaeological monitoring during ground disturbing activities for two alignments along Fiji Way and Via Marina. Oversaw writing of monitoring compliance report. Sub to Michael Baker Intl./RBF Consulting. Principal Archaeologist. 2015-2017

California State University, Long Beach, On-Call Archaeological Services, Physical Planning and Facilities Management, Long Beach, Los Angeles County, CA. Archaeological and Native American monitoring of excavations or trenching for public works and buildings projects. Improvements to athletic fields, recycling center, parking lots, roads, outdoor dining, racetrack, liberal arts and performing arts buildings. Project Manager/Principal Investigator. 2015-2017

Longboat Solar Photovoltaic, EDF Renewable Energy, Barstow and Lenwood, San Bernardino County, CA. Managed the cultural resources assessment Conducted a cultural resources Phase I and Extended Phase I studies to support MND for this ~235-acre site. Archaeological and paleontological resources records search, Sacred Lands search, NAHC consultation. Drafted Mitigation measures and provide guidance on Native American consultation. Sub to Aspen Environmental Group. Sub to Environmental Intelligence. Project Manager. 2015-2017

Dune Palms Bridge, Caltrans District 8, La Quinta, Riverside County, CA. The project involves replacing a low water crossing at the Coachella Valley Storm Water Channel. Conducted supplemental archaeological survey and site documentation as part of Cogstone's larger effort involving a record search, sacred lands search, NAHC consultation, intensive field survey, and APE mapping. Sub to Parsons Brinckerhoff. Principal Archaeologist. 2015-2016

cogstone
PALEONTOLOGY - ARCHAEOLOGY - HISTORY

KIMBERLY SCOTT
Principal Investigator for Paleontology

EDUCATION

2013 M.S., Biology with Paleontology Emphasis, California State University, San Bernardino
2000 B.S., Geology with Paleontology Emphasis, University of California, Los Angeles

SUMMARY QUALIFICATIONS

Ms. Scott has more than 18 years of experience in California paleontological resource management. She is a qualified geologist and field paleontologist with extensive survey, monitoring and fossil salvage experience. In addition, she has special skills in fossil preparation (cleaning and stabilization) and preparation of stratigraphic sections and other documentation for fossil localities. Ms. Scott serves as company safety officer and is the author of the company safety and paleontology manuals.

SELECTED PROJECTS

Los Angeles Metropolitan Transportation Authority, Purple Line Extension (Westside Subway), Exploratory Test Shaft, Los Angeles, CA. Supervised paleontological field monitoring of exploratory test shaft activities in the La Brea Deposit area using ground penetrating radar. Recovered and processed over 500 fossils. Sub to Parsons Brinckerhoff. Field and Laboratory Director. 2012-2014

Perris Valley Line, Metrolink, Riverside County Transportation Commission, Moreno Valley, Riverside County, CA. Currently supervising paleontological and archaeological monitoring for construction of four new stations, upgrading associated track and utility relocations. Sub to HDR Engineering. Field Director. 2013-2016

Elvira to Morena Double Track, San Diego Associate of Governments (SANDAG), San Diego County, CA. Conducted a paleontological resources sensitivity assessment. Sub to HDR Engineering. Field Director. 2012

High Desert Corridor/ SR 138 Widening Project, FHWA/Caltrans District 7/Los Angeles Metro, Los Angeles and San Bernardino Counties, CA. Co-author of the Combined Paleontological Identification and Evaluation Report (PIR/PER). Sub to Parsons. Principal Paleontologist. 2014

Caltrans District 8 On-Call, San Bernardino County, CA. Oversight of field crews for paleontological surveys, literature searches, and preparation of Paleontological Identification/Evaluation Reports (PIR/PER) for several highway and interchange improvement projects. Sub to Applied Earthworks. Field and Laboratory Director. 2004-ongoing

Caltrans District 6 On-Call, Merced, Madera, Tulare, Kings, and Kern Counties, CA. Oversight of field crews for paleontological task orders, under subcontract to URS Corporation (2010-2013) subsequently under subcontract to Parsons Transportation Group (2014-2017). Tasks include field evaluation of sediments, monitoring, fossil recovery, and preparation of a Paleontological Mitigation Report. Field and Laboratory Director. 2010-ongoing

McBean Park Drive Bridge Replacement, Caltrans District 3, Lincoln, Placer County, CA. Co-author of combined Paleontological Evaluation Report/ Paleontological Identification Report (PER/PIR) for NEPA and NHPA Sec 106 compliance. Sub to Quad Knopf/Quincy Engineering. Principal Paleontologist. 2014

I-205 Chrisman New Interchange, Tracy, San Joaquin County, CA. Prepared a Paleontological Identification Report (PIR) to identify any sensitive resources that may be impacted by construction activities in support of the project-related PA-ED. Sub to Dokken Engineering. Paleontologist/Co-Author. 2014

SR 178 Morning Drive Interchange, Bakersfield, Kern County, CA. Contributed to Paleontological Identification Report, Paleontological Evaluation Report and Paleontological Mitigation Plan. Supervised construction monitoring for 4-mile segment east of Bakersfield. Paleontology Field and Lab Director. 2007-2009; 2012-2015

cogstone
PALEONTOLOGY - ARCHAEOLOGY - HISTORY

TERESA TERRY, RPA
Principal Investigator for Archaeology

EDUCATION

2011 M.A., Anthropology with a concentration in Archaeology, California State University, Fullerton.

2007 B.A., Anthropology with a minor in Public History and a certificate in Museum Studies, California State University, San Bernardino.

SUMMARY QUALIFICATIONS

Ms. Terry is a Registered Professional Archaeologist with ten years of experience in cultural resources management. She meets national standards in prehistoric and historic archaeology set by the Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation.* She has supervised large monitoring projects in the Southern California area, and served as a crew chief and assistant project director on a variety of archaeological field projects in California and the greater U.S. Southwest as well as written or contributed to archaeological assessments and project reports. Ms. Terry is well versed in the investigation of prehistoric and historic lithic use, debitage (flake) typologies, early 20th century consumer culture, human induced geomorphology, modified vernacular landscapes in architectural and public history, contact, post-contact, native and pioneer settlement patterns and subsistence strategies, and post-contact period ethnography. S

SELECTED PROJECTS

Cajon Creek Land Bank Project, City of San Bernardino, San Bernardino County Flood Control District, San Bernardino County, California. The San Bernardino County Flood Control District proposed the creation of a Wildlife and Habitat Preservation Bank (Land Bank) along the Cajon Creek Wash. Tasks included, records search, Native American scoping, pedestrian survey, and technical report. Supervised field work and prepared the report. Principal Investigator. 2017

Bear Springs Road and Other Roads Project, San Bernardino Department of Public Works, San Bernardino County, CA. The DPW Transportation Planning Division requested a cultural resources review for the routine roadway maintenance of Bear Springs Road and other Roads. Conducted intensive pedestrian survey of proposed Area of Potential Effect (APE) and staging areas and prepared the cultural resources report. Principal Investigator. 2017.

Pioneertown & Additional High Desert Roads Project, Pioneertown, Morongo Valley, Yucca Valley, and Joshua Tree, San Bernardino County, CA. The DPW Transportation Planning Division requested a cultural resources construction monitoring for the routine roadway maintenance of Pioneertown and other roads. Performed construction monitoring for the Project and prepared the construction monitoring report. Principal Investigator/Archaeologist. 2017.

Adolf Road and Other Roads, San Bernardino Department of Public Works San Bernardino County, CA. The DPW Transportation Planning Division cultural resources review for the routine roadway maintenance of Adolf Road and Other Roads. Conducted intensive pedestrian survey of proposed Area of Potential Impact and prepared the cultural resources report. Principal Investigator/Archaeologist. 2017.

Lake Mead National Recreation Area, National Park Service, Boulder City, NV. Performed monitoring, surveying, site recording, and conditions assessments and supervised interns. Instructed interns on data recovery procedures and provided quality assurance of field forms, logs, and data entry of field data into GIS, ASMIS, and general database applications. Completed site recording forms and filed them into the Lake Mead Cultural Resource Department's physical files and scanned virtual files. Produced detailed cultural resource NHPA Sec. 106 reports. Conducted record and document searches. Provided in-field artifact analysis utilizing modern typology and dating techniques. Contract Archaeologist. 2014-2016

Greg Mason
Principal/Senior Biologist

Summary of Qualifications

Mr. Mason is the Principal and Senior Biologist at Alden Environmental, Inc. He has over 20 years' experience working in the environmental field and has participated in hundreds of projects in San Diego County. His experience includes oversight of large- and small-scale mitigation compliance programs, including habitat restoration, sensitive species surveys, vegetation mapping, wetland delineations, construction monitoring, impact analysis, report preparation, project permitting, and project management. He has worked extensively with both public and private clients, in coordination with federal, state and local regulatory staff, in the implementation of mitigation and monitoring programs in the field. He assists clients in obtaining aquatic resources permits including U.S. Army Corps Section 404 Permits, RWQCB Section 401 Certifications, and CDFW 1600 Streambed Alteration Agreements. Through his permitting work, Mr. Mason also facilitates the Section 7 consultation process with the USFWS and negotiates conservation measures. Mr. Mason is permitted by the USFWS to conduct presence/absence surveys for quino checkerspot butterfly; San Diego, Riverside, vernal pool, Conservancy, and longhorn fairy shrimps; and vernal pool tadpole shrimp throughout the range of each species, and is also authorized to conduct dry season fairy shrimp analysis, identification, and culturing.

Education

Bachelor of Science, Natural Resources Planning & Interpretation- Humboldt State University, 1992

Registrations/Certifications/Licenses

- USFWS Threatened/ Endangered Wildlife Species Permit (quino checkerspot butterfly; San Diego, Riverside, vernal pool, Conservancy, and longhorn fairy shrimps; and vernal pool tadpole shrimp)
- USFWS authorized for dry season fairy shrimp analysis, identification, and culturing
- CDFW Scientific Collecting Permit SC-007619
- County of San Diego, Approved Biological Consultant and Approved Revegetation Planner

Additional Species Experience

- Arroyo Toad
- Flat-tailed Horned Lizard
- Least Bell's Vireo
- Burrowing Owl

Professional Affiliations

- California Native Plant Society
- Returned Peace Corps Volunteer Association
- Society of American Military Engineers

Deborah Clayton
Senior Biologist

Summary of Qualifications
Since 1990, Ms. Clayton has performed a variety of biological surveying and monitoring activities in San Diego, Imperial, Orange, Los Angeles, Riverside, San Bernardino, Ventura, and Kern counties. She is intimately familiar with the natural communities of southern California, in particular coastal sage scrub, chaparral, riparian, oak woodland, grassland, and desert communities. She has performed countless surveys for birds, including the coastal California gnatcatcher, the least Bell's vireo, and the burrowing owl, and has conducted more than 60 surveys for the Quino checkerspot butterfly (QCB). She also has conducted avian point counts and participated in avian migration field studies. She has extensive vegetation mapping experience and has assisted in numerous jurisdictional delineations. She has measured the growth and success of riparian and coastal sage scrub restoration projects and has monitored bird nesting during construction operations. Ms. Clayton has provided technical assistance to public agencies for CEQA/NEPA compliance and compliance with federal and state law regarding nesting birds. Ms. Clayton has prepared and technically reviewed a variety of biology reports including, but not limited to, biological technical reports, habitat conservation plans, mitigation plans, biological assessments, and biology sections of Environmental Assessments (EAs and Environmental Impact Reports/Environmental Impact Statements (EIR/EIS).

Education
Bachelor of Arts, Geography (Resources/Environment) –San Diego State University, 1990

Registrations/Certifications/Licenses
- County of San Diego, Approved Biologist
- U.S. Fish and Wildlife Endangered & Threatened Wildlife Species Permit
  - Coastal California gnatcatcher
  - Quino checkerspot butterfly

Additional Species Experience
- Arroyo Toad
- Flat-tailed Horned Lizard
- Least Bell's Vireo
- Burrowing Owl

Professional Affiliations
- San Diego Audubon Society

Tara Baxter
Biologist

Summary of Qualifications

Ms. Baxter is a wildlife ecologist, specializing in research and analysis of biological resources throughout southern California. Her experience includes both second and third-party construction and biological compliance monitoring, native habitat restoration, and ecological field surveys. She is certified by the California Department of Fish and Wildlife to survey for and handle Flat-tailed Horned lizard, currently holds a U.S. Fish and Wildlife Service recovery permit to survey for Coastal California Gnatcatcher, and her U.S. Fish and Wildlife Service recovery permit application to survey for the Quino Checkerspot Butterfly is currently under review and pending. Ms. Baxter is adept at identifying native bird, mammal, reptile, amphibian, and plant species; she specializes in birds where she has experience conducting Coastal California Gnatcatcher surveys, Least Bell's Vireo surveys, Southwestern Willow Flycatcher surveys, Brown-headed Cowbird surveys, Burrowing Owl surveys, raptor migration surveys, avian point count surveys, general nesting bird surveys, and she also has experience in bird banding. Ms. Baxter is also experienced in handling and transporting species requiring relocation during construction, where she has experience working on large-scale transmission, wind, and solar projects throughout southern California with a specialty in third-party helicopter compliance monitoring.

Education

Bachelor of Arts, Ecology and Evolutionary Biology- University of Colorado at Boulder, 2009

Registrations/Certifications/Licenses

- USFWS Recovery Permit for Coastal California Gnatcatcher, 2014-present
- USFWS, Recovery Permit Application Pending for Quino Checkerspot Butterfly, 2015-present
- California Department of Fish and Wildlife (CDFW), certified to handle and survey for flat-tailed horned lizard, 2012
- Marine Corps Base Camp Pendleton, Range Safety Office (RSO), 2012

Professional Affiliations

- Association of Environmental Professionals
- Western Field Ornithologists
- San Diego Zoological Society
- Desert Tortoise Council
- Friends of the Audubon Society
- Society of Conservation Biology

Kristen E. Schlech
Permit Specialist

Summary of Qualifications

Kristen Schlech is a Regulatory Specialist and Botanist with 30 years of professional experience in environmental consulting. She has been working in the California environmental industry for over 15 years and has coordinated activities with Biology, Planning, GIS and Engineering staff to produce support documentation for National Environmental Policy Act, California Environmental Quality Act, Endangered Species Act, California Endangered Species Act and Clean Water Act regulations. She has worked with a wide variety of clients and projects including renewable energy, water, public utilities, transportation, port districts, private developments, and local governments. Her experience includes permitting, writing, field surveys and delineations, CRAM assessments, and document management, as well as biological expertise in both terrestrial and marine habitats. Her technical specialties include botany, phycology, and cryptogamic botany. Ms. Schlech has extensive knowledge of southern California environmental issues through her participation in relevant workshops and classes that address regulatory and wetland topics. She has published numerous papers in algal taxonomy and has contributed sections to many research survey reports.

As a Regulatory Specialist, Kristen Schlech has overseen the regulatory process for dozens of projects and is responsible for the research, writing, assembly and submission of aquatic permit packages for U.S. Army Corps Section 404 Permits, RWQCB Section 401 Certifications, and CDFW 1600 Streambed Alteration Agreements.

Education

Bachelor of Science, Botany- University of Maryland, 1976
Masters of Science, Botany- University of Hawaii, 1983

Registrations/Certifications/Licenses

- National Park Service Collecting Permit No. CABR 2012-SCI-0015, 2013
- Southern California Botanists Symposium October 2012
- CNPS Conservation Conference January 2012
- Jepson Herbarium class in Desert Biological Soil Crusts, 2011
- CDFG Scientific Collecting Permit, No. 11516, 2011
- CRAM Practitioner, 2009
- California Rapid Assessment Method (CRAM) for Estuarine Systems, 2009
- California Rapid Assessment Method (CRAM) for Riverine Systems, 2009
- Wetland Regulation, Lorman Educational Series, San Diego, CA 2009
- Regulatory Permitting, Wetland Training Institute, San Diego, CA, 2006
- Wetlands Federal and State Regulations, Lorman Educational Series, San Diego, CA, 2005
- WTI delineator, 2004
- Wetlands Delineation Course, Wetland Training Institute, San Diego, CA, 2004
- California Wetlands Seminar Workshop, CLE International, San Diego, CA, 2003

Professional Affiliations

- SIGMA XI
- Phycological Society of America
- California Native Plant Society

Justin Palmer
GIS Specialist

Summary of Qualifications
Geographic Information Systems and graphics specialist with 16 years of project experience, including professional coordination with public and private clients, project managers, engineers, and planners to ensure that data, maps, and graphics produced accurately reflect the needs of the individual project. Experience includes more than 400 land development, resource management, restoration, transportation, education, and recreation projects. Introduction of enterprise technologies, products, and services to create efficient transfer of spatial data from the field into the office. Skills include coordinating and directing field data collection efforts, conversion of data into searchable spatial databases, overlay analyses of numerous data sources, GIS modeling, and preparation of highly accurate maps and figures.

Education
Bachelor of Arts, Geography, Natural Resource and Environmental Conservation- San Diego State University, 2001

Registrations/Certifications/Licenses
- GISP - certified geographic information systems (GIS) professional

Software Skillsets
- Esri ArcGis (Desktop and Online)
- AutoCAD, Adobe Creative Suite (Illustrator, Photoshop, InDesign)
- GPS (Trimble, Garmin)
- Microsoft Office

placeworks.com

AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Amendment") effective as of February 2, 2020 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY") and Chambers Group Inc. ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR wish to extend the term of the Agreement.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate on July 1, 2022 unless extended by the parties with the approval of the City Council of the CITY.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:

CITY OF BEAUMONT

By: _____

Todd Parton, City Manager

CONTRACTOR:

Chambers Group Inc.

By: _____

Print Name: Mike McEntee

Title: COO

AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Amendment") effective as of February 2, ~~2020~~ 2021 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY") and PlaceWorks, Inc. ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR wish to extend the term of the Agreement.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate on July 1, 2022 unless extended by the parties with the approval of the City Council of the CITY.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:

CITY OF BEAUMONT

By: _____

Todd Parton, City Manager

CONTRACTOR:

PlaceWorks, Inc.

By: _____

Print Name: Mark Teague

Title: Managing Principal

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Amendment") effective as of May 3, 2022 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY") and Chambers Group Inc. ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR extended the term of the Agreement by that certain AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated February 2, 2021

C. CITY and CONTRACTOR wish to further extend the term of the Agreement.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate on July 1, 2023.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:

CITY OF BEAUMONT

By:

_____

Elizabeth Gibbs, Interim City Manager

CONTRACTOR:

Chambers Group Inc.

By: _____

Print Name: _____

Title: _____

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR ("Amendment") effective as of May 3, 2022 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY") and PlaceWorks, Inc. ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR extended the term of the Agreement by that certain AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated February 2, 2021.

B. CITY and CONTRACTOR wish to further extend the term of the Agreement.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate on July 1, 2023.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:

CITY OF BEAUMONT

By:

_____

Elizabeth Gibbs, Interim City Manager

CONTRACTOR:

PlaceWorks, Inc.

By: _____

Print Name: _____

Title: _____

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE May 3, 2022

SUBJECT: Authorize Employment Contract - Community Services Director

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Background and Analysis:

Doug Story has been serving in an out of class/interim assignment as Community Services Director since January 7, 2022. Prior to serving as Interim, he served as the Assistant Director of Community Services since January 2020. He holds a Bachelors degree in Kinesiology from California Baptist University and a Masters' in Religious Studies with an emphasis in Strategic Management and Team Leadership from Liberty University in Lynchburg, Virginia. He has almost 10 years of experience working with government agencies in development and community services. The Interim City Manager negotiated the terms of the employment contract, and the City Attorney has reviewed and approved the language within the contract.

Fiscal Impact:

The contract provides for an annual fully loaded fiscal impact of $190,832. The final quarter cost of FY 22/23 is $47,708 to be paid out of the general fund for personnel costs. City staff estimates the cost to prepare this report was $475.

Recommended Action:

Approve the employment agreement with Doug Story as Community Services Director and authorize the Interim City Manager to sign the agreement.

Attachments:

A. Employment Agreement
B. Job Description

COMMUNITY SERVICES DIRECTOR EMPLOYMENT AGREEMENT

This COMMUNITY SERVICES DIRECTOR EMPLOYMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 3rd day of May 2022, by and between the CITY OF BEAUMONT, (hereinafter referred to as the "CITY"), and Doug Story, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

COMMUNITY SERVICES DIRECTOR

WHEREAS, based on EMPLOYEE's executive and administrative qualifications and ability, the CITY MANAGER desires to appoint EMPLOYEE to serve as the COMMUNITY SERVICES DIRECTOR for CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of COMMUNITY SERVICES DIRECTOR services to CITY; and

WHEREAS, EMPLOYEE and CITY acknowledge and agree that this Agreement is not covered by and shall supersede the Memorandum of Understanding between City of Beaumont and Managers as Individuals Effective January 1, 2022 ("Managers Group MOU"); and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE's provision of professional services to CITY through this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, CITY and EMPLOYEE hereby agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Incorporation of Recitals. The above recitals are incorporated herein and made a part of this Agreement.

1.2 Position. EMPLOYEE accepts employment with CITY as its COMMUNITY SERVICES DIRECTOR and shall perform all functions, duties and services set forth in Section 1.5 (Duties) of this Agreement.

1.3 Effective Date of Agreement/Term. This Agreement is for an unspecified term and is subject to the "At-Will" provision in Section 1.4 and termination provision in Section 4.

1.4 Employment with CITY "At-Will".

(a) EMPLOYEE's employment status with CITY shall be at-will and terminable with or without cause, at the CITY'S unilateral discretion. EMPLOYEE shall serve at

the pleasure of the City Manager. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself/herself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's status as an "at-will" employee of CITY or the ability of the City Manager to terminate EMPLOYEE's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY. CITY's Employment Policies shall not apply to EMPLOYEE in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at-will" employee of CITY. EMPLOYEE shall otherwise comply will all Employment Policies established by the CITY.

(b) Except as otherwise provided under Section 4 (Termination) of this Agreement, EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Manager to terminate EMPLOYEE's employment whether for cause or for convenience and without cause. EMPLOYEE shall also not be entitled to any post-termination appeal proceedings.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.5 Duties. EMPLOYEE shall serve as the COMMUNITY SERVICES DIRECTOR and shall be vested with the powers, duties and responsibilities of the COMMUNITY SERVICES DIRECTOR as set forth in the Beaumont Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Code, and CITY's policies and procedures approved by the City Council, as may be provided from time to time. EMPLOYEE's performance of EMPLOYEE's duties shall be subject to the direction of the City Manager. It is the intent of the Parties that the COMMUNITY SERVICES DIRECTOR keeps the City Manager fully informed of all significant operations or major undertakings of the Utilities Department ("Department"). EMPLOYEE shall provide the City Manager with regular status reports on the operations and activities of EMPLOYEE'S Department. EMPLOYEE shall perform such duties as are customary and appropriate to the position of COMMUNITY SERVICES DIRECTOR as well as such special duties as may be assigned to COMMUNITY SERVICES DIRECTOR from time to time by the City Manager. Notwithstanding EMPLOYEE's duties as COMMUNITY SERVICES DIRECTOR, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees within EMPLOYEE'S Department. EMPLOYEE shall attend all City Council meetings, unless excused or directed otherwise by the City Manager.

1.6 Work Hours. The position of COMMUNITY SERVICES DIRECTOR is an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked. EMPLOYEE shall not be entitled to any compensation for overtime, missed meal or rest periods, reporting time, or

any other wage and hour benefits conferred upon non-exempt employees under state or federal wage and hour laws, including regulations propounded in applicable Industrial Welfare Orders. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the COMMUNITY SERVICES DIRECTOR's position. The COMMUNITY SERVICES DIRECTOR does not have set hours of work as the COMMUNITY SERVICES DIRECTOR is expected to be available at all reasonable and relevant times.

1.7 Regional and Professional Activities. CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance EMPLOYEE'S ability to serve CITY and perform EMPLOYEE'S duties as COMMUNITY SERVICES DIRECTOR. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the COMMUNITY SERVICES DIRECTOR, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE's duties as COMMUNITY SERVICES DIRECTOR. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the COMMUNITY SERVICES DIRECTOR necessary for EMPLOYEE'S participation in national, statewide, regional or professional organizations.

1.8 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE'S employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.7 (Regional and Professional Activity), whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE's duties as COMMUNITY SERVICES DIRECTOR.

1.9 Restriction on Outside Business Activities. During his employment, EMPLOYEE shall devote his full business time, energy, and ability exclusively to the business and interests of CITY, and shall not, without prior written consent of City Manager, render services to others of any kind for compensation, or engage in other business activity that would materially interfere with the performance of EMPLOYEE'S duties under this Agreement, except that:

(a) The expenditure of reasonable amounts of time, not in conflict with the CITY'S needs and interests, for educational, charitable, community, and professional enhancement activities, shall not be deemed a breach of this Section 1.9 and shall not require prior consent; and

(b) This Agreement shall not be interpreted to prohibit EMPLOYEE from making passive, personal investments or conducting private affairs in those activities that do not materially interfere with the EMPLOYEE'S duties under this Agreement or create or result in conflicts of interests with CITY.

2. COMPENSATION AND BENEFITS AND REIMBURSEMENTS.

2.1 Base Salary. Commencing on the date EMPLOYEE commences full time work with the CITY, EMPLOYEE shall receive a base annual salary of One Hundred Forty-Seventy Thousand Four Hundred Seventy One Dollars and Ninety Six Cents. ($147,471.96) per year, (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2022, may be adjusted from time-to-time by the CITY MANAGER following a performance evaluation, as provided for in Section 2.2 (below). In no event shall EMPLOYEE's base salary adjust automatically pursuant to any mechanism, and in no event shall EMPLOYEE's base salary exceed the maximum amount approved by the City Council, including in the CITY's Salary Chart or any other salary table or other document that may be adopted by the City Council in the future. The Base Salary shall be payable in bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

2.2 Performance Review. Annually on or before the anniversary date of execution of this Agreement, the City Manager will undertake a job performance review of EMPLOYEE. In connection with such performance review, the City Manager may consider any adjustments in EMPLOYEE's compensation consistent with the CITY's Salary Chart. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 (Termination).

2.3 Benefits. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) Cafeteria Plan, Dependent Care Flexible Spending Account, Life and Short Term Disability Insurance, Vacation Accrual, Sick Leave, Public Employees Retirement System (PERS) Eligibility, and Reimbursements. EMPLOYEE shall be provided with these benefits to the same extent as those benefits are provided to the members of the Non-represented Managers Group, whether as described in the Managers Group MOU referred to in the Recitals or in the City's Employment Policies, whichever is applicable, as those documents may be modified or amended from time to time.

2.4 Use of City-Owned Automobile. EMPLOYEE shall be given exclusive use of an emergency equipped CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) EMPLOYEE will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, EMPLOYEE waives and releases CITY from any workers compensation claim which EMPLOYEE may otherwise assert to the extent any injuries suffered by EMPLOYEE while driving the automobile were sustained while EMPLOYEE was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work).

EMPLOYEE may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Manager. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, EMPLOYEE may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

2.5 Jury Duty. EMPLOYEE will receive Base Salary and benefits while responding to a jury summons or serving on a jury. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.6 Business Related Equipment. CITY shall also provide EMPLOYEE a smart phone and personal computer (at work) for use in connection with CITY business. CITY shall be responsible for maintenance of said items.

2.7 Participation in Additional CITY Programs. EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY management employees, including but not limited to, the bilingual program or deferred compensation plan.

2.8 Administrative/Personal Leave. EMPLOYEE shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that EMPLOYEE may accrue at any given time may not exceed eighty (80) hours total. EMPLOYEE may request payment of up to forty (40) hours banked administrative leave pay, to be paid by separate check, per calendar year. Requests for payment of banked administrative leave pay should be submitted in accordance with the procedure stated in the Managers Group MOU.

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 Cessation of Work Due to Injury or Disability. In addition to any right of termination set forth under Section 1.3 (Employment With CITY "At-Will"), above, CITY also reserves the right to terminate EMPLOYEE's employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in Employee being unable to perform the essential duties of the COMMUNITY SERVICES DIRECTOR position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if, in the CITY'S unilateral discretion, the disability poses a direct threat to the safety of CITY, EMPLOYEE or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

3.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally allowed under the workers' compensation laws of the State of California. The Parties further agree that the California Workers Compensation Appeals Board shall be the

exclusive venue for any claim of physical or mental illness or disability arising out of the course of EMPLOYEE'S employment with the CITY.

3.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event the CITY determines a medical and/or psychological examination is needed to make a decision under Sections 3.1 through 3.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.4 Death of Employee. This Agreement along with EMPLOYEE's employment shall terminate automatically upon EMPLOYEE's death.

3.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE's employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination is caused by EMPLOYEE's death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5, above.

4. TERMINATION.

4.1 Termination by CITY for Convenience and Without Cause. CITY may terminate EMPLOYEE at any time for convenience and without cause, by providing EMPLOYEE with the applicable "severance payment" provided for below. The "severance payment" shall be an amount equal to six (6) months' Base Salary, less any and all applicable or legally required deductions. EMPLOYEE shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260-53264, and any such sums shall be deducted from the "severance payment."

4.2 Termination by Employee. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE's termination effective upon any date preceding the 30-day notice period, provided CITY pays EMPLOYEE all compensation due and owing EMPLOYEE through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the thirty (30) day notice period. EMPLOYEE shall not receive a "severance payment" in the event EMPLOYEE terminates his/her employment with CITY pursuant to this Section 4.2.

4.3 Termination for Cause by CITY. CITY may immediately terminate EMPLOYEE's employment with CITY and this Agreement at any time by providing EMPLOYEE written notice

of EMPLOYEE'S termination for cause and the reason(s) for the termination, and an opportunity for a discussion with the City Manager or the City Manager's designee. In the event the City Manager and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE'S termination, the Parties agree to binding arbitration as provided in Section 6. No "severance payment" shall be paid in the event EMPLOYEE's employment is terminated for cause, except that CITY shall pay EMPLOYEE for EMPLOYEE'S accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that EMPLOYEE engaged in legally prohibited personal acts of harassment, discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or retaliation, 7) violation of the CITY's Municipal Code, ordinances, rules or regulations, including but not limited to the CITY's Rules and Regulations and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, and 12) gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, EMPLOYEE shall not be entitled to assume any further position or employment with the CITY.

4.4 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE'S employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of EMPLOYEE'S employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE's termination in accordance with this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to EMPLOYEE, under any other agreement for the continued provision of benefits, or unless otherwise required by law.

5. CONFLICT OF INTEREST.

5.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture

conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager and City Council. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the CITY's Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE's employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE'S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager and City Council.

6. ARBITRATION OF DISPUTES.

Any claim, dispute, or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between EMPLOYEE and CITY arising from, related to, or having any relationship or connection whatsoever with Employees employment or the terms of this Agreement, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq.), including section 1283.05 and all of the Acts other mandatory and permissive rights to discovery); provided, however, that: in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. If for any reason the Parties cannot agree to an arbitrator, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this agreement with the same force and effect as if the Parties had selected the arbitrator by mutual agreement. The arbitrator shall then prescribe the rules and procedures for the arbitration process in accordance with laws that are applicable to the claim being raised. EMPLOYEE understands that by agreeing to this binding arbitration provision, both CITY and EMPLOYEE give up their right to a trial by jury.

7. GENERAL PROVISIONS.

7.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE'S address during EMPLOYEE'S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223

COMMUNITY SERVICES DIRECTOR's Notice Address:

Doug Story

_____

_____
(Last listed address in employee's personnel file)

7.2 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the COMMUNITY SERVICES DIRECTOR to perform his duties under any laws or ordinance.

7.3 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.7 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

7.4 Amendments. Except as otherwise provided herein, this Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the City Manager and signed by the City Attorney.

7.5 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.6 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.7 Severability. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.8 Governing Law. This Agreement is entered into and is to be performed in Riverside County, California and shall be governed by and construed in accordance with the controlling laws of the State of California or federal law, whichever is applicable, and the Parties agree that venue shall be in Riverside County, California.

7.9 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.10 Statutory Obligations

a. Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

b. Maximum Cash Settlement Upon Termination of Agreement. Pursuant to California Government Code Sections 53260 and 53261, regardless of the term of this Agreement, if the Agreement is terminated and a dispute arises regarding the termination, the maximum cash settlement that EMPLOYEE may receive shall be equal to the monthly salary of EMPLOYEE multiplied by eighteen and shall not include any other noncash items except health benefits, which may be continued for the same duration of time (18 months) or until employee finds other employment, whichever occurs first.

7.11 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

7.12 Acknowledgment. EMPLOYEE acknowledges that EMPLOYEE has had the opportunity to consult legal counsel in regard to this Agreement, that EMPLOYEE has read and understands this Agreement, that EMPLOYEE is fully aware of its legal effect, and that EMPLOYEE has entered into it freely and voluntarily and based on EMPLOYEE'S own judgment and not on any representations or promises other than those contained in this Agreement.

"CITY"

CITY OF BEAUMONT

By:_____
Elizabeth Gibbs, Interim City Manager

ATTEST:

By:_____
Steve Mehlman, City Clerk

"EMPLOYEE"

Doug Story

_____

COMMUNITY SERVICES DIRECTOR EMPLOYMENT AGREEMENT

Exhibit "A"

Job Description

CITY OF BEAUMONT

COMMUNITY SERVICES DIRECTOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Community Services Department, including building and grounds maintenance of public facilities, graffiti and vandalism removal, various recreational activities, special events, mega events, and senior center activities; controls staffing levels and department budget; coordinates assigned activities with other departments and outside agencies; participates as a member of the executive management team; and provides highly responsible and complex administrative support to the Assistant City Manager.

REPRESENTATIVE DUTIES *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assumes full management responsibility for all Community Services Department services and activities; plans, assigns, directs and exercises administrative supervision over divisional employees engaging in a wide variety of building and grounds maintenance, recreation, special events and senior center activities.
2. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
5. Plans, directs, and coordinates, through subordinate level staff, the Community Services Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
7. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
8. Oversees the grounds and maintenance division including managing maintenance and upkeep of all City facilities and over fifteen (15) parks.

9. Manages all operations of the Community Recreation Center (CRC) including after school programs, summer day camp, teen center, municipal pool, computer lab and various special events and activities.
10. Manages all City facility rentals and assigns appropriate staffing.
11. Manages the Senior Center including all senior services, activities and special events.
12. Manages all City special events including the Cherry Festival, Summer Concert Series and Relay for Life and assigns appropriate staffing.
13. Participates in the City's capital improvement plan and budget.
14. Directs the selection, training, development, evaluation and discipline of department staff pursuant to City guidelines and agreements;
15. Provides staff assistance to the City Manager; prepares and presents staff reports and other necessary correspondence.
16. Represents the Community Services Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
17. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
18. Participates and provides staff support on a variety of boards, commissions, and committees.
19. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of community services.
20. Respond to and resolve complex citizen inquiries and complaints regarding staff, City policy and neighbors; respond to City Council inquiries and take appropriate course of action.
21. Performs related duties, as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services and activities of a comprehensive community services program.
Principles and practices of various programs within the Community Services department including, but not limited to, compliance, maintenance and citizen programs.
Advanced principles and practices of program development and administration.
Methods and techniques of negotiation;
Office procedures, methods, and equipment including computers and applicable software applications.
Principles and practices of municipal budget preparation and administration;
Principles of supervision, training and performance evaluation;
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Manage and direct a diverse and comprehensive community services program.
Develop and administer departmental goals, objectives and procedures.
Analyze and assess programs, policies and operational needs and make appropriate adjustments.
Identify and respond to sensitive community and organizational issues, concerns and needs.
Plan, organize, direct and coordinate the work of lower level staff.

Delegate authority and responsibility.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze and evaluate new service delivery methods and techniques.
Monitor expenditures consistent with approved budget.
Prepare clear and concise administrative and financial reports.
Attend meetings at various locations and times.
Interpret and apply applicable federal, state and local policies, laws and regulations.
Operate office equipment including computers and supporting software applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's Degree from an accredited college or university with major course work in public administration, business administration, or a related field.

Experience:

Ten years of increasingly responsible experience involving community service operations including three years of management and administrative responsibility.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions*:

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must be willing to work shift work, including nights, weekends, and holidays. Must be able to work in adverse weather conditions, including extreme heat and cold.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Sean Thuilliez, Chief of Police

DATE May 3, 2022

SUBJECT: Approval of the FY 2022/23 Local Responsibility Area Wildland Protection Reimbursement Agreement

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Background and Analysis:

The City currently contracts with the California Department of Forestry and Fire Protection (CalFIRE) for fire protection of 1,173 acres of designated wildland area that is within the boundaries of the City. Wildland areas that are within incorporated cities, fire protection districts, and special districts with fire suppression responsibility are referred to as Local Responsibility Areas (LRA). All fire suppression activities and responsibilities within LRA wildland areas are the responsibility of the local agency. The current contract with CalFIRE expires on June 30, 2022.

Wildland fires within the areas incorporated within the City are frequent. Wildland fires are considered one of the highest natural disaster risks that the City faces. The City is in an extremely wind prone area and it is not uncommon for fires to grow beyond the local capability of the resources assigned to protect the City. When a wildland fire grows beyond the ability and capability of local resources, assistance is requested from CalFIRE to provide wildland engine companies, inmate hand crews, bulldozers and aircraft.

Without an agreement for protection of wildlands within an LRA between the City and the State of California, these resources are then considered assistance-by-hire and the City is liable for the cost from the time of dispatch.

Within the City there are 1,173 acres designated as wildlands subject to the LRA designation. In an effort to reduce the City's liability for the cost of wildland fire suppression in the LRA area, the City can enter into a Local Responsibility Area Wildland Fire Protection Agreement (Agreement) with CalFIRE, for protection of wildlands within the City.

This agreement will provide state resources to control a wildland fire at no additional cost to the City. CalFIRE will provide fire protection to the LRA as if they were still the sole agency with fire suppression responsibility. This agreement will provide unlimited use of state engine companies, inmate hand crews, bulldozers and aircraft to supplement the daily level of fire protection provided to the City by the County of Riverside.

Fiscal Impact:

The cost to enter into the agreement with CalFIRE is $34.52 per acre which includes a 12.01% administrative charge. The total annual cost for the 1,173 acres to be protected by this agreement is $40,493.70.

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Approving an Agreement with the California Department of Forestry and Fire Protection for Services from July 1, 2022, through June 30, 2023 for Fire Protection Services within the Local Responsibility Areas within the City,” and
Approve the FY 2022/23 agreement with CalFIRE for fire protection services within the Local Responsibility Areas within the City in the amount of $40,493.70.

Attachments:

A. LRA Wildland Protection Agreement
B. Resolution for wildland protection services from CAL FIRE
C. Map identifying contract area and subsequent Mutual Threat Zone

STATE OF CALIFORNIA

COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT

LG-W REV 11/2020

AGREEMENT NUMBER **3CA05801**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Beaumont

2. The term of this Agreement is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: $ 40,493.70

Forty thousand, four hundred ninety three dollars and seventy cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0	pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1	pages
Exhibit E – Additional Provisions	12	pages

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY		***California Department of General Services Use Only***
LOCAL AGENCY'S NAME City of Beaumont		
BY *(Authorized Signature)* ✍	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Elizabeth Gibbs, Interim City Manager		
ADDRESS 550 East 6th St. Beaumont, CA 92223		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY *(Authorized Signature)* ✍	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Gabrielle Avina, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:	Riverside Unit	Local Agency:	City of Beaumont
Name:	Bill Weiser	Name:	Elizabeth Gibbs
Phone:	951-940-6900	Phone:	951-769-8520
Fax:	951-940-6910	Fax:	951-769-8526

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Bill Weiser	Local Agency:	City of Beaumont
Section/Unit:	Riverside Unit	Section/Unit:	Interim City Manager
Attention:	Scott Lane	Attention:	Elizabeth Gibbs
Address:	210 W. San Jacinto Av. Perris, CA 92570	Address:	550 E. 6th St. Beaumont, CA 92223
Phone:	951-940-6900	Phone:	951-769-8526
Fax:	951-940-6910	Fax:	951-769-8526

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2022, by and between the State of California, hereinafter called STATE and City of Beaumont, County of Riverside, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word “Contractor” that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 1173 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

A. STATE shall provide wildland fire protection for the areas defined in the above section.

B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.

C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.

B. STATE response will be subject to availability of resources.

C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.

D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of 30.82 per acre, plus an 12.01% administrative charge for a total of $34.52 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.

B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.

C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. Audit

If the Agreement is over $10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. Operating Plan

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. Modification

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. Indemnification

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

☒ Budget Plan

☒ Topographic Map

☒ Operating Plan

☐ Annual Report

Contract Name: **City of Beaumont**
Contract #: **3CA05801**
Page #: **8**

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) **39016**

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Beaumont A LOCAL AGENCY
FOR THE 2022/2023 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres 1173

General Fund Reimbursement	$	12.97	$	15,213.81
Unit Budget	$	17.85	$	20,938.05
Sub-Total			$	36,151.86
Admin Rate		12.01%	$	4,341.84
Total Protection Cost			**$**	**40,493.70**

Comments Section:

Item 12.

Beaumont

WOLFSKILL EXTENSION TRUCK

Date: 8/31/2021
Author:M. Sebastian

Disclaimer: This map and any data within shall be used for reference, only. The State of California and CAL FIRE make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental or consequential damages with respect to any claim by any user or third party on account of or arising from the use of data or maps.

Beaumont_2022

SRA 2021

- FRA
- LRA
- SRA

Wildland Protection Agreement
City of Beaumont

0 0.75 1.5 3 Miles

Wildland Operating Plan
Between
The City of Beaumont
and
CAL FIRE/Riverside Unit.

OPERATING PLAN

Table of Contents

		Page
1.	Overview……	12
2.	Authority……	12
3.	Purpose……...	12
4.	Definitions & Restrictions……..	12
5.	Procedures……..	12
6.	Administration……	14
7.	Fire Prevention……	14
8.	Approval……..	17

APPENDIX

Preplanned Initial Attack Response – Riverside Ranger Unit…… E-1

OPERATING PLAN

1. OVERVIEW

   This Operating Plan, hereinafter referred to as PLAN, is between the California Department of Forestry & Fire Protection, Riverside Unit, hereinafter referred to as CAL FIRE and the City of Beaumont, Beaumont Fire Department, hereinafter referred to as CITY. It has been developed to specifically address the Agreement for Protection of Wildlands within a Local Agency, hereinafter referred to as AGREEMENT, between CAL FIRE and CITY for wildland fire protection within the city limits.

2. AUTHORITY

   The PLAN is required of both CAL FIRE and CITY as part of the AGREEMENT dated July 1, 2022.

3. PURPOSE

   This PLAN will provide the Unit Chief of CAL FIRE and the CITY a means for executing the AGREEMENT and is hereby attached as Exhibit E with appendices E-1 to that AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS

   See AGREEMENT for definitions and descriptions of general terms. This PLAN does not allow either agency to operate outside the limitations in the AGREEMENT.

5. PROCEDURES

   A. Fire Reporting/Reports-When CITY receives a report of a wildfire within the area of the AGREEMENT, it shall promptly notify the Riverside Unit Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available, upon request of the other agency, in no more than 60 days.

   B. Incident Management-The Incident Command System (ICS) will be used to manage wildfires within the area of the AGREEMENT. Unified Command will be implemented with a CAL FIRE representative and a CITY representative.

C. Fires within the area of the AGREEMENT-Each agency will maintain a preplanned initial attack response (PIAR) for fires within the area of the AGREEMENT. See Appendices E-1. Immediate cooperation between agency dispatch centers will occur to ensure prompt response of appropriate resources into the area of the fire. CAL FIRE resources will be ordered according to the terms of the AGREEMENT through the ECC. Any augmentation of the preplanned response, with CAL FIRE resources, shall be authorized by a CAL FIRE Incident Commander or Agency Representative. Augmentation of the preplanned response may require a post incident audit. The audit will seek to demonstrate that adjacent CAL FIRE Direct Protection Areas (DPA's) were threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the CITY dispatch center (DISPATCH) to ensure proper utilization of the Master Mutual Aid Agreement.

D. Mutual Aid-All initial attack resources will be considered mutual aid for the purpose of this AGREEMENT.

E. Initial Attack-Initial attack resources will always be based on the closest resources concept identified in the PIAR. See Appendices E-1.

F. Move-Up & Cover-Station coverage will be exchanged between both agencies when appropriate. To prevent long-term coverage problems to either agency, the covering agency's engines will be replaced with the covered agency's resources as soon as it is practical to do so.

G. Fire Information: Unified Command-

1. Both agencies will enter into a unified command structure to manage the incident by establishing a common set of incident objectives and strategies. This will be accomplished without losing or abdicating agency authority, responsibility or accountability. A Unified Ordering Point will be identified and established.

2. Representatives of both agencies will meet as needed to discuss procedures governing and locations of potential Information Centers. Both agencies will strive to maintain a roster of certified Public Information Officers for use during emergencies.

3. The Unified Command will determine which agency will provide the Lead Information Officer. Normally, it will be the agency with the greatest commitment of resources on the incident.

H. Representatives of CAL FIRE and CITY, of the rank of Battalion Chief or higher, may order resources directly from the ECC or DISPATCH when an immediate need arises. These resources may include engines, fire crews and bulldozers in accordance with the AGREEMENT. Resources sent in response to these requests will conform to the closet resources concept

6. ADMINISTRATION

The CAL FIRE Unit Chief and the CITY Fire Chief, or their designees, along with representatives from the CAL FIRE ECC and CITY DISPATCH will meet annually to discuss, review, and update the following items; procedures for reporting fires, procedures to dispatch resources to fires within the area of the AGREEMENT, procedures to dispatch resources to fires along the boundaries of the area of the AGREEMENT, and exchange general or specific information which may affect the other agency.

7. FIRE PREVENTION

A. POLICY

All fire prevention activities conducted on lands within the area of the AGREEMENT will be consistent with both agencies guidelines. CAL FIRE and CITY will be expected to conduct a year-round, aggressive fire prevention program using guidelines within CAL FIRE Handbook 9000 and CITY Fire Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions to generate an active fire prevention plan.

1. Public Information Program-This will include all types of fire prevention news releases through the available media. Other methods will include public meetings, fairs, rodeos, parades, services clubs and a regular schedule of school programs for all grades.

2. Protection/Planning Issues-Although the responsibility for enforcing fire safe ordinances pertaining to improvements in wildland areas within the city limits is the responsibility of CITY, a CAL FIRE representative will be available upon request to comment on these issues and assist in the enforcement of related ordinances.

3. Hazard Reduction Inspections

a. Home Inspection – CAL FIRE will work directly with CITY to enforce Public Resources Code (PRC) Sections 4291, 4446, 4442, 4123, or the Uniform Fire Code sections when applicable.

b. Power line Inspections – CAL FIRE will work directly with CITY inspecting power lines over 750 volts, using PRC 4292 and 4293 as a guide.

B. RESPONSIBILITY

CAL FIRE and CITY personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish attainable fire prevention goals.

C. EXISTING AND PROJECTED DEMAND

Fire Prevention and suppression are the primary roles for both agencies. If the demand for services increases in the future, both agencies will develop more intensive programs. Fire protection and prevention will be influenced by the following factors:

1. Increased recreational use.

2. Increased residential and commercial development.

3. Increased utilization of vacation residences.

4. Industrial activity.

D. OBJECTIVES

The primary objective of the fire prevention plan is the reduction of fire suppression expenditures and damages from human-caused fires. The secondary objective is a current and comprehensive public education program for fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

Both agencies will actively pursue public awareness programs through the following:

1. Public Education

   a. School programs, ages K-12

   b. Roadside sign program

   c. Timely newspaper articles concerning fire awareness

   d. Attendance at various local events which lend themselves to fire prevention displays.

2. Code Enforcement

   a. Active PRC 4291 home inspection program in target areas.

   b. Enforcement of the Fire Safe Ordinances as they apply to construction in watershed areas. CAL FIRE will take an advisory role with the CITY Fire Marshal within the areas of the AGREEMENT.

F. FUEL MODIFICATION

Both agencies will continue to encourage individual property owners and property owner associations to establish and maintain a healthy fuel complex through the following:

1. Prescribed burning through available programs.

2. Forest practice inspections.

3. Fuel modification using mechanized systems, fire crews, and local resources.

4. Biomass programs to control stems per acre, and remove dead and down materials.

G. BURNING PERMITS

Burning permits will be required in the city limits consistent with those guidelines established in adjacent areas. This will provide consistency in the burn hours and any controls needed for the overall program.

1. Burning Permit Issuance

   The CITY has the responsibility of issuing burn permits within the city limits and the area of the AGREEMENT. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. The guidelines will follow those established by CAL FIRE to ensure consistency in the burn programs in both the CITY and areas adjacent to CAL FIRE.

2. Suspension of Permit Procedures

   The suspension of burning permits in the area of the AGREEMENT will be directly related to the burning permit suspension procedures outside the area of the AGREEMENT to ensure area-wide consistency. Suspensions will be based on input from CAL FIRE and CITY.

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the PLAN will provide the opportunity to make orderly and timely amendments and revisions of the PLAN. Monitoring will determine if the:

1. PLAN is being followed.

2. PLAN objectives are being met.

3. PLAN is achieving desired results.

8. APPROVAL:

This PLAN is approved and authorized as Exhibit B Attachment 3 of the AGREEMENT between CAL FIRE and CITY:

FOR CAL FIRE:

California Department of Forestry
& Fire Protection
Riverside Unit
210 W. San Jacinto Ave
Perris, CA 92570

_____
Bill Weiser, Unit Chief

FOR CITY:

City of Beaumont
550 East 6th Street
Beaumont CA. 92223

_____
Elizabeth Gibbs, Interim City Manager

STANDARD RESPONSE PLAN FOR VEGETATION FIRES

CALFIRE RRU AND CITY OF BEAUMONT

E-1

CALFIRE WPA VEGETATION RESPONSE	BC	E	AA	AT	COP	DOZ	CREW	WT
LOW	1	3						
MED	2	5%	1	2	1	2	2	1
HIGH	2	10%	1	2	1	2	4	1
CITY OF BEAUMONT VEGETATION RESPONSE								
LOW	1	3						
MED	1	3						
HIGH	1	3						

% ~ MUST include 3 type 3 engines on a MED and 4 type 3 engines on a HIGH

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2022 THROUGH JUNE 30, 2023 FOR FIRE PROTECTION SERVICES WITHIN THE LOCAL RESPONSIBILITY AREAS WITHIN THE CITY.

WHEREAS, City of Beaumont was incorporated in 1912, as a general law City of the State of California; and

WHEREAS, the City has fire protection responsibility for certain wildlands areas within the city designated as Local Responsibility Areas (LRA); and

WHEREAS, the City Council desires to enter into an agreement with the State of California for fire protection services within the LRA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beaumont that:

Section 1. that the City Council of the City of Beaumont does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2022 to June 30, 2023;

Section 2. that the Interim City Manager of the City of Beaumont is hereby authorized to sign and execute said agreement on behalf of the City of Beaumont

Section 3. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this resolution is, for any reason, held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution and each section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivision, sentences, clauses, phrases, words, or portions thereof be declared invalid.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 3rd day of May, 2022, by the following roll call vote:

AYES
NOES
ABSENT
ABSTAIN

_____
Lloyd White, Mayor

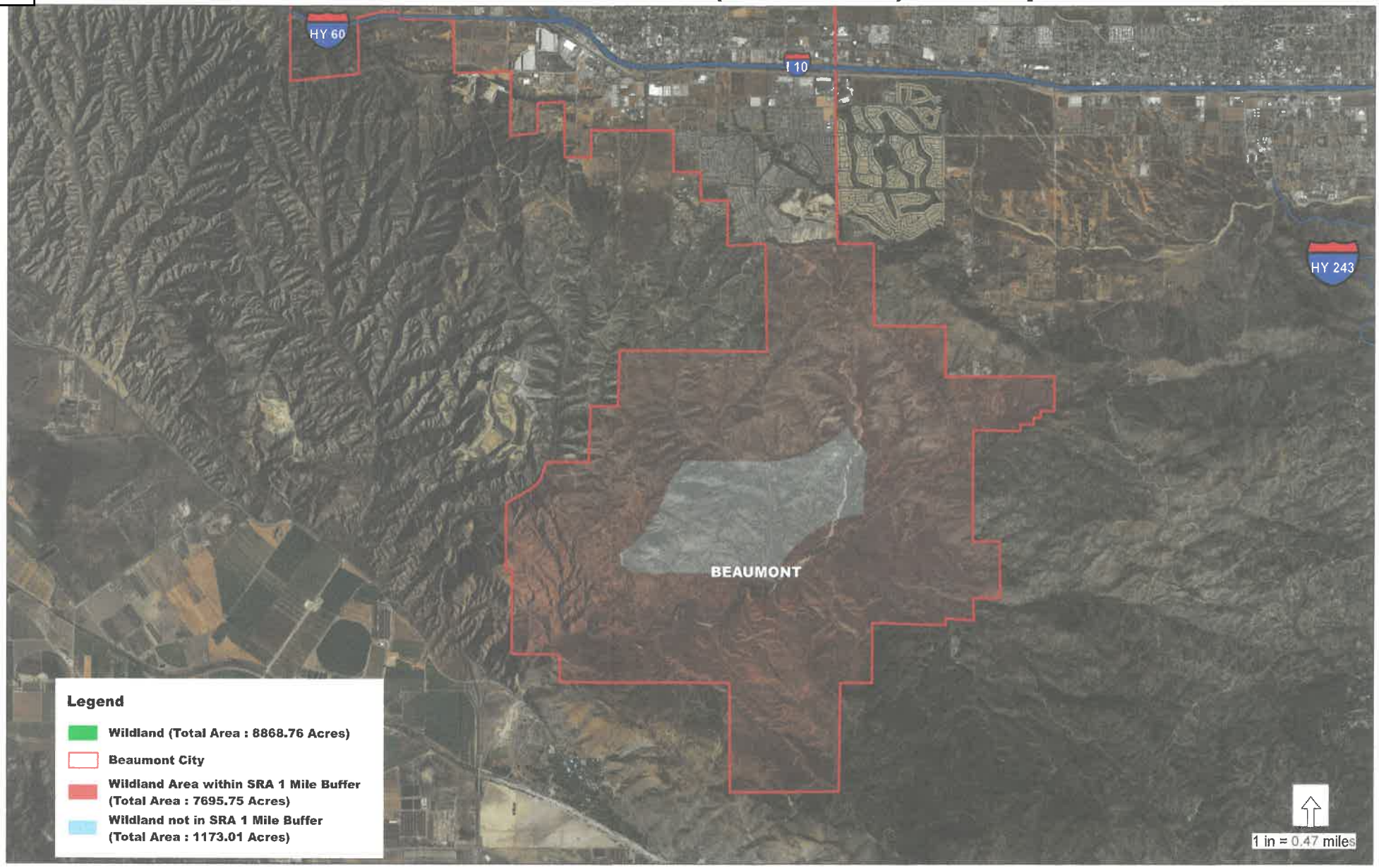
ATTEST:
(SEAL)

_____
Nicole Wheelwright, Deputy City Clerk

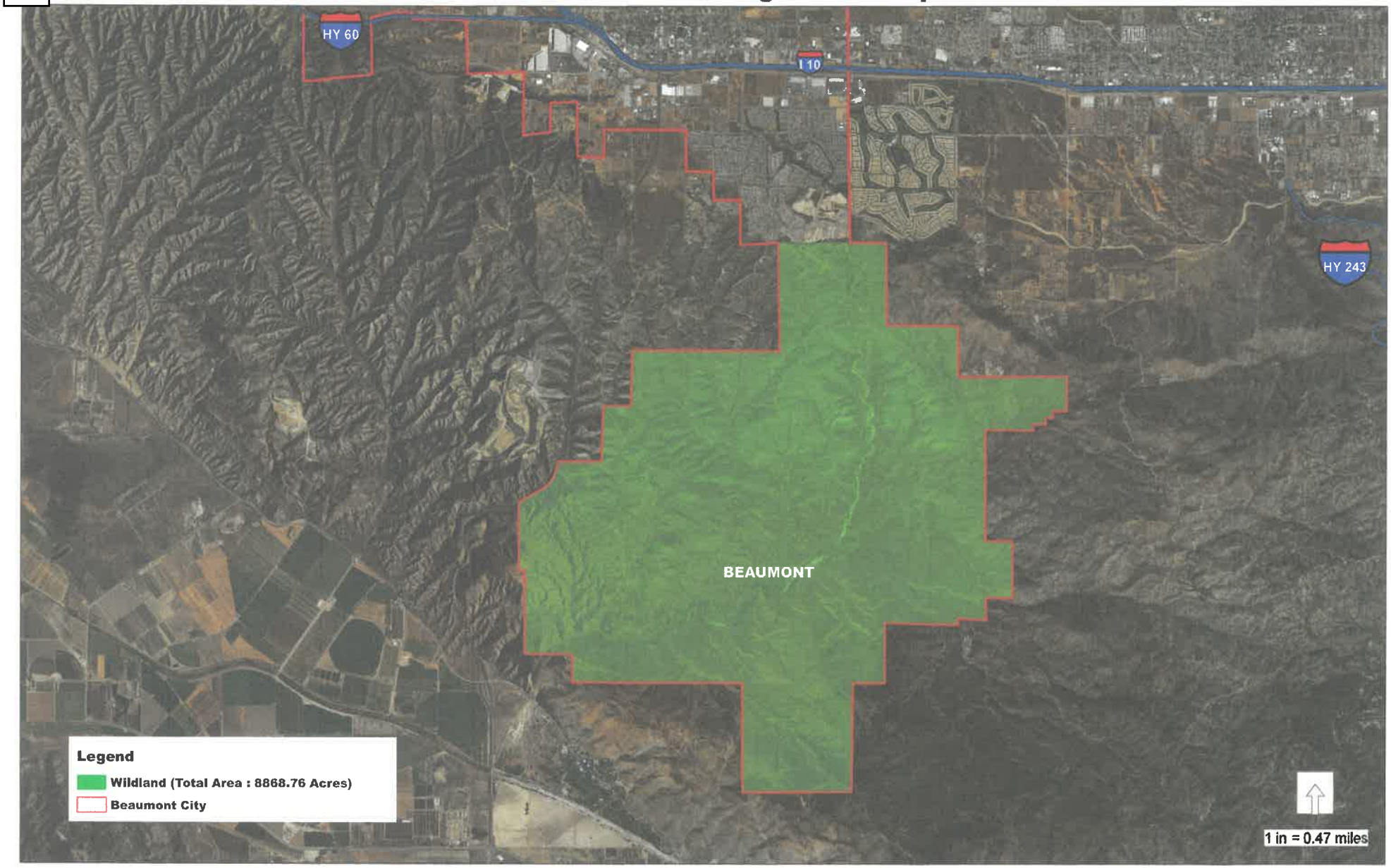
APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

Beaumont Wildland and SRA (1 Mile Buffer) Area Map



Beaumont Wildland Vegetation Map



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE May 3, 2022

SUBJECT: **Public Works Agreement with Crosstown Electrical & Data, Inc. for Maintenance Services for Annual Citywide Traffic Signal Maintenance in an Amount Not to Exceed $17,700 per Year, for Three Years; for a Total Not to Exceed Maintenance Amount of $53,100**

Background and Analysis:

Regular maintenance and repair of the City's traffic signals is a priority for enhancing public safety. City staff issued a Notice of Invitation to Bid for citywide traffic signal maintenance in accordance with Beaumont Municipal Code Section 3.01.040 – Bidding Requirements for Maintenance and General Services.

Citywide Traffic Signal Maintenance Bid:

The City uses approved budgets under GL code 100-3250-7068-0000 for contractual services, which includes approved annual funds for traffic signal maintenance. City staff prepared a request for bids (RFB) including a scope of work and bid documents for public advertisement.

On February 11, 2022, the City issued a Notice of Invitation for Bids for citywide traffic signal maintenance. On March 3, 2022, four (4) bids were received. Bid results are summarized as follows:

1. Crosstown Electrical & Data, Inc. $17,700.00
2. St. Francis Electric, LLC $18,000.00
3. Bear Electrical Solutions, Inc. $22,500.00
4. Econolite Systems, Inc. $100,137.00

The lowest responsive bidder was determined based on the base annual bid amount. City staff reviewed the bids and determined that Crosstown Electrical & Data, Inc. is the verified lowest responsive and responsible bidder. No bid challenges were received.

Therefore, the recommended selection is Crosstown Electrical & Data, Inc. to perform the citywide traffic signal maintenance.

The scope of work for the proposed traffic signal maintenance contract includes the following:

- Regularly scheduled monthly maintenance of traffic control devices,
- Repair of traffic signal controllers and signs,
- Replacement of traffic signals and illuminated signs,
- Testing and repair of power supplies and battery backups, and
- Respond to emergency maintenance needs.

Fiscal Impact:

A public works agreement in an amount not to exceed $17,700 per year, for three years, will be funded from the approved contractual services budget under GL code 100-3250-7068-0000.

Recommended Action:

Award a Public Works Agreement to Crosstown Electrical & Data, Inc. for maintenance services for annual citywide traffic signal maintenance in an amount not to exceed $17,700 per year for three years; for a total not to exceed maintenance amount of $53,100.

Attachments:

A. Public Works Agreement
B. Request for Bids (RFB)
C. Crosstown Bid

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and effective _____, 2022, by and between the City of Beaumont, a municipal corporation ("CITY"), and Crosstown Electrical & Data, Inc. ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Citywide Traffic Signal Maintenance (hereinafter "Project"). CITY's Invitation for Bids ("Invitation") for the Project, dated February 11, 2022, and CONTRACTOR's Bid in response to the Invitation, dated March 3, 2022, are attached hereto as Exhibits A and B, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of Fifty-Three Thousand One Hundred dollars ($53,100).

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this

agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Attached hereto as Exhibit C are copies of Certificates of Insurance and the waiver of subrogation endorsement as required by Section 6.B.1. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

   - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
   - Pay on behalf of wording as opposed to reimbursement;
   - Concurrency of effective dates with primary policies;
   - Policies shall "follow form" to the underlying primary policies; and
   - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. **Workers' compensation insurance.** CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

5. **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

6. **Builder's risk insurance**. Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

   The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

   Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement

value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

5. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

6. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

7. **Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

8. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

9. **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

10. **Additional insured status**. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

11. **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

12. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

13. **Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

14. **CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

15. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

16. **Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

17. **Additional insurance**. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. <u>CONTRACTOR'S LICENSE</u>

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under $1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of $1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____ whose title is President is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- ☐Notice Inviting Bids
- ☐Scope of Work Summary
- ☐Information for Bidders
- ☐Bid Form
- ☐Non-Collusion Affidavit
- ☐Site Visit Certification
- ☐Faithful Performance Bond
- ☐Labor and Materials Payment Bond
- ☐General and Supplemental Conditions
- ☐Special Conditions
- ☐Project Construction Schedule
- ☐Proposed Subcontractors
- ☐Bid Bond
- ☐Information Required of Bidder
- ☐Construction Services Agreement
- ☐Certificate Regarding Worker's
- ☐Compensation
- ☐Drug-free Workplace Certification
- ☐Plans and Specifications
- ☐Addenda
- ☐Drawings
- ☐Change Orders
- ☐Shop Drawing Transmittals
- ☐Contractor's Certificate Regarding
- ☐Non-Asbestos Containing Materials

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

CITY:

CITY OF BEAUMONT

By: _____
Lloyd White, Mayor

CONTRACTOR:

CROSSTOWN ELECTRICAL & DATA, INC

By: _____

Print Name: _____

Title: _____

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "B"

CONTRACTOR'S Bid

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "C"

Insurance Certificates and Endorsements

(Insert behind this page.)

Website:
http://beaumontca.gov/

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

REQUEST FOR BID

FOR

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

CRITICAL BID DATES, TIMES, & LOCATIONS

Bid Published:	February 11, 2022
Bids Must Be Received By:	March 03, 2022 @ 11:00 A.M.
Place Of Bid Receipt:	550 E. Sixth Street (City Hall)
Questions In By:	February 22, 2022 @ 11:00 A.M.
Bid Opening Date:	March 03, 2022 @ 1:15 P.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4

CONTACTS:

Dustin Christensen
Principal Engineer Public Works
dchristensen@beaumontca.gov

Jeff Hart
Public Works Director
jhart@beaumontca.gov

RFB AVAILABLE:

WWW.PUBLICPURCHASE.COM
HTTPS://WWW.BEAUMONTCA.GOV/949/BIDS-AND-RFPS

CITY OF BEAUMONT

CALIFORNIA

PUBLIC WORKS DEPARTMENT

CONTRACT DOCUMENTS & SCOPE OF WORK

FOR:

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

Prepared Under the Supervision of:

Jeffrey D. Hart 02/09/2022

Jeff Hart, P.E., Public Works Director/City Engineer Date

TABLE OF CONTENTS

NOTICE INVITING BIDS 1
INSTRUCTIONS TO BIDDERS 3
BID FORM 10
BID CERTIFICATION 12
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION 13
BID BOND 14
DESIGNATION OF SUBCONTRACTORS 17
INFORMATION REQUIRED OF BIDDERS 19
NON-COLLUSION AFFIDAVIT 27
PERFORMANCE BOND 28
PAYMENT BOND 33
PUBLIC WORKS AGREEMENT 35
GENERAL CONDITIONS 36
SCOPE OF WORK 37
CITYWIDE TRAFFIC SIGNAL MAP 38

NOTICE INVITING BIDS

The City of Beaumont, Public Works Department ("City") is soliciting bids for:

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

BID DATES, TIMES, & LOCATIONS:

Bid Published:	February 11, 2022
Bids Must Be Received By:	March 03, 2022 @ 11:00 A.M.
Place Of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	February 22, 2022 @ 11:00 A.M.
Bid Opening Date:	March 03, 2022 @ 1:15 P.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4 Beaumont, CA 92223

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date. Bids must be submitted on the City's Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted with the following subject:

"BID FOR CITYWIDE TRAFFIC SIGNAL MAINTENANCE"

LOCATION OF WORK:
The work to be completed is located at traffic signals citywide throughout the city of Beaumont.

DESCRIPTION OF WORK:
The proposed work shall be performed in accordance with the Contract; General Conditions, and Scope of Work.

The Contractor shall perform normal scheduled maintenance and emergency maintenance of traffic signal systems, and highway safety lighting for the specific locations that are the responsibility of the City of Beaumont. The Contractor may also provide equipment and/or technical support to City Engineer or designee in said scope of work.

CONTRACT LENGTH:
The term of the contract shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for three (3) years, with two (2) one-year extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

AWARD OF CONTRACT:

The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.
The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

CONTRACT DOCUMENTS AND SCOPE OF WORK:
Copies of the Contract Documents and Scope of Work are available for inspection at no cost to the bidder at City Hall. The documents can also be downloaded from the City's Website (https://www.beaumontca.gov) and WWW.PUBLICPURCHASE.COM and reviewed at no cost.

BID & BIDDER:
Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- Class "A" and/or Class "B"

FOR FURTHER INFORMATION CONTACT:
Public Works Department
Tel: (951) 769-8522
E-mail: dchristensen@beaumontca.gov

INSTRUCTIONS TO BIDDERS

AVAILABILITY OF CONTRACT DOCUMENTS:
Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids. The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

EXAMINATION OF CONTRACT DOCUMENTS:
The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

INTERPRETATION OF CONTRACT DOCUMENTS
Discrepancies in, and/or omissions from the Scope of Work or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the Project Manager by faxing (951)769-8526 or emailing to dchristensen@beaumontca.gov. Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation. Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

INSPECTION OF SITE:
Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the

construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

ADDENDA:
The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

ALTERNATE BIDS
If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

COMPLETION OF BID FORMS
Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting “N/A” where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

MODIFICATIONS OF BIDS:
Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

DESIGNATION OF SUBCONTRACTORS:
Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services for in the amount of $500, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

LICENSING REQUIREMENTS:
Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder’s subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

SIGNING OF BIDS:
All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed

under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

BID GUARANTEE (BOND):
Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

SUBMISSION OF BIDS:
Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be emailed to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein.
Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

DELIVERY AND OPENING OF BIDS
Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids at the address specified in the NIB. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

WITHDRAWAL OF BID:
Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

BASIS OF AWARD; BALANCED BIDS:
The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID:
No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

INSURANCE REQUIREMENTS:
The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

AWARD PROCESS:
Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

FILING OF BID PROTESTS
Bidders may file a "protest" of a Bid with the City's City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation

being protested;

- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's City Engineer, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the City Engineer to the City Manager.

WORKERS COMPENSATION:
Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

SUBSTITUTION OF SECURITY:
The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

PREVAILING WAGES:
Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. 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 DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS:
In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

PERFORMANCE AND PAYMENT BOND REQUIREMENTS:
Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

REQUEST FOR SUBSTITUTIONS
The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.

SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES
Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

EXECUTION OF CONTRACT
As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including the general conditions, scope of work, and all addenda, if any, for the following Project:

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

REGULARLY SCHEDULED MAINTENANCE ACTIVITIES:
This is an all-inclusive, firm fixed price Contract between the City and Contractor for Traffic Signal Maintenance Services, as set forth in the Scope of Work. We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Scope of Work for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
MONTHLY SCHEDULED MAINTENANCE PRICE		
TOTAL ANNUAL BID PRICE (Monthly Price x 12 months)		

Bid will be awarded based on the total annual cost of the regularly scheduled maintenance activities. Compensation shall be a firm fixed annual cost for the duration of the contract, however a fixed escalator may be incorporated on an annual basis. The escalation amount will be negotiated with the City based on the yearly CPI increase per the state of California.

The contractor must provide with their bid a detailed schedule of prices for **ALL** labor, material, and equipment used in the determination of their monthly regularly scheduled maintenance activities. This should include hourly billable costs for all labor, material, and equipment required by the Scope of Work. All hourly fee schedules should be

based on the contractor's current fee schedule rates. The cost schedule shall clearly identify the estimated man-hours by classification and expenses required for each work item, including all sub-consultants and contractors required to complete the Scope of Work.

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

EXTRA WORK AND EXTRAORDINARY/EMERGENCY MAINTENANCE:
Bid will be awarded based on the total annual cost of the regularly scheduled maintenance activities. Costs for extra work and extraordinary/emergency maintenance activities shall be determined using the detailed schedule of prices for regularly scheduled maintenance activities provided by the contractor as described above.

BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. _____

Expiration Date _____

Class of license _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. _____ thru _____
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

BID BOND

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

The makers of this bond are,

_____

as Principal, and

_____

, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

_____
Principal

_____
By

_____
Title

(Corporate Seal)

_____
Surety

_____
By

_____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

_____
Title

STATE OF CALIFORNIA)
) ss.
CITY OF _____)
On this _____ day of _____, in the year 2019, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

_____
Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

DESIGNATION OF SUBCONTRACTORS

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of $500 or more.
*** Please list all subcontractor that exceed $500***

Portion of the Work	Subcontractor	Location of Business	% of Work

Portion of the Work	Subcontractor	Location of Business	% of Work

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

_____

_____

_____

Facsimile Number Telephone Number

4.0 License Information:

_____

License No. Class of License Expiration Date

_____

DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?

_____

6.0 How many years has Bidder's organization been in business under its present name? _____

5.1 Under what other or former names has Bidder's organization operated?

_____

7.0 If Bidder's organization is a corporation, answer the following:

7.1 Date of Incorporation: _____

7.2 State of Incorporation: _____

7.3 President's Name: _____

7.4 Vice-President's Name(s): _____

7.5 Secretary's Name: _____

7.6 Treasurer's Name: _____

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization:

_____

8.2 Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

9.0 If other than a corporation or partnership, describe organization and name principals: _____

_____

10.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

_____

11.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

_____

_____

14.0 List Trade References:

_____

_____

_____

_____

15.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

16.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:
The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

_____

_____

_____

2. Summarize each person's specialized education:

_____

_____

_____

3. List each person's years of construction experience relevant to the project:

_____

_____

_____

4. Summarize such experience:

_____

_____

_____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____

_____

_____

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

NON-COLLUSION AFFIDAVIT
CITYWIDE TRAFFIC SIGNAL MAINTENANCE

I,_____, being first duly sworn, deposes and says that he is of _____ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a 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 attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which

time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way 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 Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

_____
CONTRACTOR/PRINCIPAL

_____
Name

By_____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California _____

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 2019, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

_____
Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Beaumont (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 2020_ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

_____
Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

_____
Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.

PUBLIC WORKS AGREEMENT
CITYWIDE TRAFFIC SIGNAL MAINTENANCE

GENERAL CONDITIONS

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

GENERAL CONDITIONS

TABLE OF CONTENTS

GC01. DEFINITIONS 1
GC02. CONTRACT DOCUMENTS 2
GC03. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE 3
GC04. DETAIL DRAWINGS AND INSTRUCTIONS 3
GC05. EXISTENCE OF UTILITIES AT THE WORK SITE 4
GC06. SCHEDULE 5
GC07. SUBSTITUTIONS 5
GC08. SHOP DRAWINGS 6
GC09. SUBMITTALS 7
GC10. MATERIALS 7
GC11. CONTRACTOR'S SUPERVISION 8
GC12. WORKERS 8
GC13. SUBCONTRACTORS 8
GC14. PERMITS AND LICENSES 9
GC15. UTILITY USAGE 9
GC16. INSPECTION FEES FOR PERMANENT UTILITIES 9
GC17. TRENCHES 10
GC18. DIVERSION OF RECYCLABLE WASTE MATERIALS 10
GC19. REMOVAL OF HAZARDOUS MATERIALS 11
GC20. SANITARY FACILITIES 11
GC21. AIR POLLUTION CONTROL 11
GC22. COMPLIANCE WITH STATE STORM WATER PERMIT 11
GC23. CLEANING UP 12
GC24. LAYOUT AND FIELD ENGINEERING 13
GC25. EXCESSIVE NOISE 13
GC26. TESTS AND INSPECTIONS 13
GC27. PROTECTION OF WORK AND PROPERTY 14
GC28. CONTRACTORS MEANS AND METHODS 16
GC29. INSPECTOR'S FIELD OFFICE 16
GC30. AUTHORIZED REPRESENTATIVES 16
GC31. HOURS OF WORK 16
GC32. PAYROLL RECORDS 17
GC33. PREVAILING RATES OF WAGES 18
GC34. EMPLOYMENT OF APPRENTICES 19
GC35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY 19
GC36. LABOR/EMPLOYMENT SAFETY 19
GC37. WORKERS' COMPENSATION INSURANCE 19
GC38. EMPLOYER'S LIABILITY INSURANCE 20
GC39. COMMERCIAL GENERAL LIABILITY INSURANCE 20
GC40. AUTOMOBILE LIABILITY INSURANCE 21
GC41. BUILDER'S RISK ["ALL RISK"] 21
GC42. FORM AND PROOF OF CARRIAGE OF INSURANCE 21
GC43. TIME FOR COMPLETION AND LIQUIDATED DAMAGES 23
GC44. COST BREAKDOWN AND PERIODIC ESTIMATES 24
GC45. MOBILIZATION 24

GC46. PAYMENTS 25
GC47. PAYMENTS WITHHELD AND BACKCHARGES 26
GC48. CHANGES AND EXTRA WORK 27
GC49. OCCUPANCY 30
GC50. INDEMNIFICATION 30
GC51. RECORD (“AS BUILT”) DRAWINGS 31
GC52. RESOLUTION OF CONSTRUCTION CLAIMS 31
GC53. CITY’S RIGHT TO TERMINATE CONTRACT 33
GC54. WARRANTY AND GUARANTEE 35
GC55. DOCUMENT RETENTION & EXAMINATION 36
GC56. SOILS INVESTIGATIONS 36
GC57. SEPARATE CONTRACTS 36
GC58. NOTICE AND SERVICE THEREOF 37
GC59. NOTICE OF THIRD PARTY CLAIMS 37
GC60. STATE LICENSE BOARD NOTICE 37
GC61. INTEGRATION 37
GC62. ASSIGNMENT 37
GC63. CHANGE IN NAME AND NATURE OF CONTRACTOR’S LEGAL ENTITY 38
GC64. ASSIGNMENT OF ANTITRUST ACTIONS 38
GC65. PROHIBITED INTERESTS 38
GC66. LAWS AND REGULATIONS 38
GC67. PATENT FEES OR ROYALTIES 39
GC68. OWNERSHIP OF DRAWING 39
GC69. NOTICE OF TAXABLE POSSESSORY INTEREST 39

GC01. DEFINITIONS

a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the City.

b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.

c. Approval means written authorization by Engineer and/or City.

d. Contract Documents includes all documents as stated in the Contract.

e. City and Contractor are those stated in the Contract. The terms City and Owner may be used interchangeably.

f. Day shall mean calendar day unless otherwise specifically designated.

g. Engineer shall mean the General Manager, or his or her designee, of the Department of Public Works for the City of Beaumont, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents.

h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or City.

i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or City is intended, unless stated otherwise.

j. Install means the complete installation of any item, equipment or material.

k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

l. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

m. Project is The Work planned by City as provided in the Contract Documents.

n. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.

o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction ("Greenbook"), 2015 Edition which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.

q. The Work means the entire improvement planned by the City pursuant to the Contract Documents.

r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

GC02. CONTRACT DOCUMENTS

a. **Contract Documents**. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

b. **Interpretations**. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives
2. Addenda
3. Special Provisions (or Special Conditions)
4. Technical Specifications
5. Plans (Contract Drawings)
6. Contract
7. General Conditions
8. Instructions to Bidders
9. Notice Inviting Bids
10. Contractor's Bid Forms
11. Greenbook Standard Specifications (Sections 1-9 Excluded)
12. Standard Plans
13. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

c. **Conflicts in Contract Documents**. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.

d. **Organization of Contract Documents**. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

GC03. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

GC04. DETAIL DRAWINGS AND INSTRUCTIONS

a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall

Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.

d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

GC05. EXISTENCE OF UTILITIES AT THE WORK SITE

a. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.

d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.

e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the

Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

GC06. SCHEDULE

a. **Estimated Schedule.** Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.

c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

GC07. SUBSTITUTIONS

a. Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may,

unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the City may have adopted certain uniform standards for certain materials, processes and articles.

c. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.

d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

e. The Contractor shall bear all of the City’s costs associated with the review of substitution requests.

f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.

g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

GC08. SHOP DRAWINGS

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all

submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

GC09. SUBMITTALS

a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

GC10. MATERIALS

a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as

required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

GC11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the City. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

GC12. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

b. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the City.

GC13. SUBCONTRACTORS

a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

b. The City reserves the right to Approve all subcontractors. The City's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

GC14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City.

b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.

c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

GC15. UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.

c. All permanent meters Installed shall be listed in the Contractor’s name until Project Acceptance.

d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the City, use the City’s existing utilities by compensating the City for utilities used by Contractor.

GC16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the City. Contractor may either request reimbursement from the City for such fees, or shall be responsible for arranging and coordination with City for the payment of such fees.

GC17. TRENCHES

a. Trenches Five Feet or More in Depth. The Contractor shall submit to the City, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2) Subsurface or latent physical conditions at the site differing from those indicated.

3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

GC18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor

will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

GC19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

GC20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

GC21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

GC22. COMPLIANCE WITH STATE STORM WATER PERMIT

a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost

of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.

c. Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

GC23. CLEANING UP

a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and

concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

GC24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Engineer. Any required “as-built” drawings of the Work shall be prepared by the registered civil engineer.

GC25. EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

GC26. TESTS AND INSPECTIONS

a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone

after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

f. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

GC27. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2) Provide substantial barricades around any shrubs or trees indicated to be preserved.

3) Deliver materials to the Project site over a route designated by the Engineer.

4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.

7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

9) At the completion of work each day, leave the Project site in a clean, safe condition.

10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the

prices paid for the various contract items of Work, and no additional allowance will be made therefor.

e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

GC28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

GC29. INSPECTOR'S FIELD OFFICE

a. The Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.

b. A table satisfactory for the study of plans and two chairs shall be Provided by Contractor. Contractor shall Provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

GC30. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

GC31. HOURS OF WORK

a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars ($25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.

b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise Approved by the Engineer:

1) Powered Vehicles

2) Construction Equipment

3) Loading and Unloading Vehicles

4) Domestic Power Tool.

GC32. PAYROLL RECORDS

a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").

c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.

e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the City, forfeit Twenty-five Dollars ($25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

GC33. PREVAILING RATES OF WAGES

a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

b. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

d. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

GC34. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

GC35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

GC36. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

GC37. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

GC38. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars ($1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

GC39. COMMERCIAL GENERAL LIABILITY INSURANCE

a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than **$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these

General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

GC40. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars ($1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the City. Such insurance shall comply with the provisions of Article 30 below.

GC41. BUILDER'S RISK ["ALL RISK"]

a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the City a certificate evidencing fire insurance coverage.

b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

   1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

   2) Coverage shall include all materials stored on site and in transit.

   3) Coverage shall include Contractor's tools and equipment.

   4) Insurance shall include boiler, machinery and material hoist coverage.

c. Such insurance shall comply with the provisions of the Contract Documents.

GC42. FORM AND PROOF OF CARRIAGE OF INSURANCE

a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City Risk Manager. Carrier(s) shall have

an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the City. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

b. Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The City, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate or Stop Work pursuant to the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

d. The City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

GC43. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, **the sum of $500 for each day of delay** until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

d. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

GC44. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;

b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

d. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.

e. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

GC45. MOBILIZATION

a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.

b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

    1. Obtaining and paying for all bonds, insurance, and permits.

    2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.

    3. Installing temporary construction power, wiring, and lighting facilities.

4. Establishing fire protection system.

5. Developing and installing a construction water supply.

6. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.

7. Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.

8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

10. Arranging for and erection of Contractor's work and storage yard, including required project signage.

11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

12. Full-time presence of Contractor's superintendent at the job site as required herein.

13. Submittal of Construction Schedule as required by the Contract Documents.

GC46. PAYMENTS

a. The City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.

b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (35) Days after the date of recordation of the Notice of Completion.

d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising from this Contract.

e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

GC47. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the City may retain under other provisions of the Contract Documents the City may withhold payments due to Contractor as may be necessary to cover:

a. Stop Notice Claims.

b. Defective work not remedied.

c. Failure of Contractor to make proper payments to its subcontractors or suppliers.

d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.

e. Damage to another contractor or third party.

f. Amounts which may be due the City for claims against Contractor.

g. Failure of Contractor to keep the record ("as-built") drawings up to date.

h. Failure to provide updates on the construction schedule.

i. Site clean up.

j. Failure of the Contractor to comply with requirements of the Contract Documents.

k. Liquated damages.

l. Legally permitted penalties.

Upon completion of the Contract, the City will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

GC48. CHANGES AND EXTRA WORK

a. **Change Order Work.**

1) The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the City requests that proposals be submitted in less than seven (7) Days.

4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.

6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City.

7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the City's estimate of cost. If the change is issued based on the City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

(a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.

(c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of $1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

(d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond

premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five (25%) percent of the Net Cost as defined herein.

9) For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

13) If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a change order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.

15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

GC49. OCCUPANCY

The City reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

GC50. INDEMNIFICATION

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in

enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

GC51. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

GC52. RESOLUTION OF CONSTRUCTION CLAIMS

a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of $375,000 or less which arise between the Contractor and the City shall be resolved under the following the statutory procedure unless the City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*

b. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.

c. **Claims Under $50,000.** The City shall respond in writing to the claim within 45 days of receipt of the claim, or, the City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response shall be submitted 15 days after receiving the

additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

d. **Claims over $50,000 but less than or equal to $375,000.** The City shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the City and the claimant. The City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

e. The Contractor will submit the claim justification in the following format:

1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

2) List of documents relating to claim

(a) Specifications

(b) Drawings

(c) Clarifications (Requests for Information)

(d) Schedules

(e) Other

3) Chronology of events and correspondence

4) Analysis of claim merit

5) Analysis of claim cost

6) Analysis of time impact analysis in CPM format

7) Cover letter and certification of validity of the claim

f. If the claimant disputes the City's response, or if the City fails to respond within the statutory time period(s), the claimant may so notify the City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the City shall schedule a meet and confer conference within 30 Days.

g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

GC53. CITY'S RIGHT TO TERMINATE CONTRACT

a. **Termination for Cause**: The City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Project. If the City takes over The Work, the City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

b. **Termination For Convenience:** The City may terminate performance of The Work in whole or, in part, if the City determines that a termination is in the City's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1) Stop Work as specified in the Notice.

2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.

5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.

6) Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."

7) These provisions are in addition to and not in limitation of any other rights or remedies available to the City.

c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

GC54. WARRANTY AND GUARANTEE

a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

d. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.

e. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

    1) Obtain for City all warranties that would be given in normal commercial practice;

    2) Require all warranties to be executed, in writing, for the benefit of the City; and

    3) Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

This Article shall not limit the City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

GC55. DOCUMENT RETENTION & EXAMINATION

a. In accordance with Government Code Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

b. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

c. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

GC56. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

GC57. SEPARATE CONTRACTS

a. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.

c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be

coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

GC58. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

GC59. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

GC60. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

GC61. INTEGRATION

a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the City and Contractor.

GC62. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the City. Any assignment without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services

or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

GC63. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract.

GC64. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the City makes final payment to the Contractor, without further acknowledgment by the parties.

GC65. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

GC66. LAWS AND REGULATIONS

a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic

Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

GC67. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the City, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

GC68. OWNERSHIP OF DRAWING

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of The Work.

GC69. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

SCOPE OF WORK

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

SCOPE OF WORK

Citywide Traffic Signal Maintenance

General

The Contractor shall perform normal scheduled maintenance and emergency maintenance of traffic signal systems, and highway safety lighting for the specific locations that are the responsibility of the City of Beaumont. The Contractor may also provide equipment and/or technical support to City Engineer or designee in said scope of work.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. In general, routine responses related to these maintenance functions during normal working hours shall be considered normal scheduled maintenance work. Required normal working hours for maintenance response coverage is from 7:00 a.m. to 5:00 p.m.

The Contractor shall recognize these traffic signals, warning devices, and highway lighting as critical safety devices to the public; timely response to requests is imperative. As an incentive to perform, City reserves the right to apply deductions from any billing amounts that are due or may become due to Contractor for failing to meet the requirements herein.

The Contractor shall keep itself informed of all existing and future state, federal, and county laws, ordinances and regulations which in any manner may affect those employed by, or in any way affect the performance of services pursuant to this agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor.

Contractor Requirements

FACILITIES

The Contractor shall at all times have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to maintain traffic signal systems, flashing warning lights, and highway safety lighting in a professional manner in accordance with this scope of work. The Contractor shall maintain a single, local telephone number where they can be reached twenty-four (24) hours a day, seven days a week.

PERSONNEL

The Contractor shall provide, assigned to this Contract exclusively, one (1) Full-time Traffic Signal Maintenance Electrician to provide normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the normal 7:00 a.m. to 5:00 p.m. weekday working hours of this Contract. In addition, these positions may also be required to perform extra work or additional repairs at the request of the City Engineer or designee. These Traffic Signal Maintenance Electricians shall be certified or Licensed according to State of California requirements for electrical workers and shall be certified as Level 2 Traffic Signal Technicians by the International Municipal Signal Association (IMSA). Certifications and licenses must be held in good standing and shall be maintained current throughout the entire duration of the Contract. Electrician qualifications must be reviewed and approved by City prior to the electrician performing duties under this Contract.

Once approved by the City, the Contractor shall provide the City with documentation on the approved electricians including copies of their license or certification, assigned service vehicle information, and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one hundred percent (100%) of assigned technician time shall be submitted weekly as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a Traffic Signal Maintenance Electrician to be deployed on an as needed basis (i.e. - re-lamping, lens cleaning, painting, etc.).

All personnel shall be trained in Equal Employment Opportunity policies and shall conduct themselves in a respectful and professional manner at all times. City reserves the right to require that any worker who demonstrates improper behavior, unsafe work habits or judgment, be removed from the job site and prohibited from further work with the City. Contractor shall be responsible for supplying and using safety equipment, as necessary, to protect personnel, property, and the general public.

REQUEST FOR SERVICES

The Contractor shall receive written or verbal requests for maintenance services outside of the Contractor's normal scheduled maintenance program originating from the City Engineer or designee. The Contractor agrees to complete all requested work in accordance with City specifications. The Contractor shall maintain twenty-four (24) hour response capabilities in order

to effectively address and respond to requests for services.

RESPONSE CRITERIA FOR REQUESTED SERVICES

A written or verbal work order request by the City Engineer or designee describing work to be done shall constitute authorization for the Contractor to proceed with the requested work. The Contractor shall respond to all work order requests within two (2) hours, either accepting or declining the work. Failure to respond to any request within the established time frame will be considered as a declination. In such an event, the City, at its sole discretion, may obtain other contractor(s) to perform the work.

For extraordinary/emergency maintenance requests, the Contractor shall maintain a local telephone number where the Contractor can be reached twenty-four (24) hours per day. Emergency contact information shall be provided to the City. Contractor shall provide any sub-contracted answering service(s) with all information needed to efficiently process requested responses to this Contract.

Whenever the Contractor receives requested services from the City Engineer or designee identified as an emergency, Contractor shall provide immediate response. Immediate is defined as with all possible haste, such that the response and commencement of repairs shall be within one (1) hour during normal working hours of the Contract, and within two (2) hours during non-working hours of the Contract, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival. When multiple emergency service requests occur, Contractor is required to respond with adequate staffing and supplies to each individual location within said guidelines and to pursue repairs with due diligence.

As part of emergency response, Contractor may be required to respond to accidents at signalized intersections to inspect traffic signal system and operation and equipment. Contractor shall perform a complete preventative maintenance check as outlined in this scope of work, thoroughly examine and inspect all equipment at the location for physical damage or equipment malfunction, including a complete check of the controller and Conflict Monitoring Unit/Malfunction Management Unit (CMU/MMU). Within five (5) calendar days after completion of this examination, Contractor shall submit to City a written report summarizing the results of the examination and inspection.

The following events shall establish an emergency condition and the following action shall be taken:

1. Failure or malfunction of the traffic signal system or interruption of normal signal

operations whether caused by damage from vehicle collisions, acts of God, civil disorder, malicious mischief or other similar circumstances. Under these conditions the Contractor shall immediately restore the traffic signal system to normal operation.

2. In the event the failure, malfunction or interruption is caused by a power outage the Contractor shall respond to the locations to ascertain the blacked out condition; check with the serving utility provider for an anticipated power restoration time; place the traffic signal at the intersection in red flash and erect temporary stop signs on all intersection approaches. Contractor may then leave the intersection; continue monitoring the outage with the power company; return to the intersection once power is restored; take down temporary stop signs and return the traffic signal to normal operation.
3. Any appurtenant traffic signal equipment such as safety lights, traffic signal heads, illuminated or reflectorized street name signs affixed to the signal mast arm or pole, or other such devices reported to be knocked down, dangling, or otherwise creating a public safety hazard shall be immediately repaired or removed in order to eliminate the unsafe condition. Any equipment removed shall be promptly scheduled for replacement.

TRAFFIC SIGNAL TURN-OFFS AND TURN-ONS

Contractor shall notify City at least forty-eight (48) hours in advance of scheduled turn-off or turn-on necessitated by the Contractor operation. Contractor shall erect stop signs on each approach of the intersection to provide all-way stop control while the traffic signal is turned off. Placement and removal of the temporary stop signs shall be completed while the signal is in a red flash condition. The Contractor shall make every effort to schedule shutdowns only between the hours of 9:00 a.m. and 3:00 p.m.

STANDARDS

All work performed shall conform to all current applicable Federal, State, and County Standards, and to the scope of work of this Contract. Whenever a question as to the meaning of any portion of this scope of work is in dispute, or where there may be more than one interpretation given to any portion of the specifications, the interpretation of the City shall be final.

SPARE EQUIPMENT

No permanent or temporary change of control mechanisms shall be done without prior approval of City Engineer or designee. In the event a change is necessary to respond to an emergency, the Contractor shall notify the City Engineer or designee by telephone within 24 hours of the next

working day that equipment was removed and replaced with approved spare equipment.

No equipment shall be installed, removed, or replaced without recording serial (ID) numbers of all equipment involved in the procedure to the Intersection Log Sheet.

The traffic signal systems maintained under this contract currently operate using mostly Type 332 equipment. Adequate tools and spare equipment supplies needed to effectively respond to, isolate, and repair equipment malfunctions shall be always available, on each response vehicle.

In the event Contractor is unable to perform contracted duties due to lack of proper tools or spare equipment, the City at its sole discretion, may obtain other contractor(s) to perform the work.

Contractor shall not install or use City or contracted agency property, equipment, or tools at locations, or for purposes, not included in this scope of work.

RECORD KEEPING AND REPORTING

The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on an Intersection Log Sheet provided herein by the City and shall include the date, time, description of device including all model, part and serial numbers, narrative of any deficiencies encountered, and a detail of any corrective action taken. All entries shall be legibly made in chronologic order on the provided sheet in indelible ink and shall be initialed by the individual making the entry.

The Intersection Log Sheet shall be the property of the City. The Contractor shall not remove, copy, or disclose to any person information contained on these records under any circumstance. Record information shall be obtained or released only through written request to the City. The Contractor shall record all services provided to a signalized location on the Intersection Log Sheet.

The Contractor shall keep one complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on this Contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual or piece of equipment and show all chargeable time to this Contract for every twenty-four (24) hour period.

The Contractor shall submit monthly technician reports accounting for one hundred percent (100%) of the assigned technicians work hours, regardless of field time, shop time, or mutual aid time spent outside of this scope of work. The Contractor shall invoice the City with the attached

technician reports.

The Contractor shall submit a monthly activity report, covering one calendar month's activities by the fifteenth day of the month immediately following the reporting period. These monthly activity reports shall be submitted for the entire duration of this contract and shall include the following information: location where service was provided; date and approximate time when service was performed; reason for service; and description of service, whether routine or emergency shall be noted.

The Contractor shall also submit an annual activity report adhering to the monthly format but covering the entire activities of the previous Contract year. The Contractor shall also submit monthly callout reports containing copies of the original callout logs of the twenty-four (24) hour answering service provider for all calls involving this contract. Copies shall be of the provider's original records, without editing or reproduction by others.

PROGRESS SCHEDULE

The Contractor shall develop a practicable progress schedule which describes in detail the method and anticipated time for executing the requirements of this Contract. The progress schedule shall be submitted to City within ten (10) calendar days of execution of this contract and within five (5) calendar days of receiving written request from City at any other time.

MEETINGS

The Contractor and City Engineer or designee shall meet on a quarterly basis at a mutually agreed upon time and place to discuss and address issues arising from the Contract, and for the Contractor to deliver reports as specified herein.

TESTING

The Contractor shall have available adequate skilled personnel and proper laboratory testing facilities to perform inspections of controller mechanisms, including traffic signal controllers, auxiliary equipment and appurtenances.

All testing shall conform to the following: most current NEMA Specification TS-1 and/or TS-2 (as appropriate ;) Section 86-2.14, "Testing," of the Caltrans Standard Specifications referenced in this Contract Agreement; The "Acceptance Test Manual Type 90 Traffic Signal Control System" published by the Caltrans Laboratory, April 1987 or latest edition. Copies of laboratory reports showing repairs to traffic control equipment shall be submitted to City on an annual basis.

WARRANTY SERVICE

Newly installed traffic signal components carry a one (1) year warranty provided by the manufacturer and/or installing Contractor. City shall supply the Contractor copies of such warranties. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing contractor. The Contractor shall notify the City of any undue delays by the manufacturer or installing contractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.

SITE VISITATIONS

Prior to the submission of the bid, Contractor shall visit the work locations, making thorough examination and evaluation of the existing site conditions and surrounding area.

PAYMENT FOR ADMINISTRATIVE REQUIREMENTS

Payment for administrative requirements and all its subsections shall be considered as included in the various items of work and no additional compensation shall be allowed therefore.

Regularly Scheduled Maintenance Activities

The Contractor shall carry on a program of continuing comprehensive routine regular scheduled maintenance designed to eliminate or reduce the incidences of malfunctions, reduce operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary, adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regular scheduled maintenance. The program shall include but not be limited to the following:

MONTHLY MAINTENANCE

The Contractor shall perform the following services at each intersection listed in the attached Citywide Traffic Signal Map once per calendar month unless otherwise noted:

1. Clean the inside and outside of all controller cabinet assemblies, electrical service or interconnect cabinets, and remove any foreign material.

2. Replace and/or clean filters as necessary. Tighten all electrical terminations.

Inspect/protect all related facilities for/from ant, bug, or rodent infiltration.

3. Check the timing of individual signal phases and interval timing circuits for all timed devices in the assemblies.

4. Maintain an accurate graph and set all real-time clocks to the National Bureau of Standards (World Wide Vector or Coordinated Universal Time) time.

5. Check the timing of the yellow (caution) intervals on all phases by stopwatch.

6. Check detector units and systems including but not limited to inductive loops, microwave sensor, and pedestrian push buttons for correct detection of both vehicles and pedestrians and adjust or repair as necessary to restore intended operations. This includes the splicing (or re-splicing) of detector loops. Cutting and installing new loops is considered extra work and will require prior approval by City before work is commenced.

7. Inspect all relays, clocks, dials, motors, switches, etc. Adjust or repair as needed.

8. Walk all the approaches of the intersection and visually inspect all signal poles, mast arms, signal heads and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement and/or operation. Any traffic signal or illuminated indication that is burned out or that has reached its 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy or report visibility deficiencies to City Engineer or designee immediately. Missing signs shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing, or damaged shall be secured, replaced, or repaired.

9. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with City Engineer or designee.

10. Check all traffic signal controller communications equipment (internal modem and/or interface modules) for proper operation and adjust or repair as needed. The repair or replacement of traffic signal interconnect cables shall be extra work and will require prior approval by the City before work is commenced.

11. Check and record Uninterrupted Power Supply (UPS) or Battery Backup System for proper operation, including checking and recording operational voltage range of all batteries, and

adjust or repair as needed. The repair or replacement of any of the UPS components, including batteries, shall be considered extra work and will require prior approval by City before work is commenced.

12. Provide traffic signal coordination maintenance for all signals shown on the attached Citywide Traffic Signal Map. Signal coordination maintenance shall include implementation and modification of signal timing and server maintenance, quick net pro and hardware on all the intersections listed above. The signal coordination's are coordinated via quick net pro or direct hardwire coordination. Contractor shall provide cost for labor and materials needed to maintain the system as designed.

TRAFFIC SIGNAL CONTROLLER ASSEMBLYS

The Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts as necessary to ensure the safe and proper operation of said signal equipment. No field repair of electronic equipment is allowed; all repaired equipment must be "bench tested" according to manufacturer recommendations prior to re-installing into service.

Controller mechanisms including controller units, auxiliary and monitoring devices, and appurtenances such as detectors, transformers, external logic system, and related items shall be serviced and overhauled as per equipment service intervals below. Item not listed shall be serviced and maintained per the manufacturer's recommendations. An overhaul shall include cleaning, timing check, necessary adjustment, and testing. Solid state equipment shall be maintained according to manufacturer's specifications.

Traffic signal controller assemblies that become obsolete or that deteriorate beyond repair should be removed from service. The Contractor shall report such conditions to the City along with sufficient evidence to support the replacement of the equipment. The replacement of the obsolete or unsalvageable equipment shall be at the discretion of the City and any approved replacements shall constitute extra work.

EQUIPMENT SERVICE INTERVALS

The Contractor shall overhaul all local controller and coordination units once every twelve (12) months. The operation of the conflict/voltage monitor shall be tested on a National Electrical Manufacturers Association (NEMA) Conflict Voltage Monitor Tester once every six (6) months. Additionally, the conflict/voltage monitor shall be tested at least once every twelve (12) months in the field by manually creating all possible fault conditions at the termination outputs.

SIGNS

The Contractor shall repair or furnish and replace any damaged or missing control signs affixed to any signal mast or pole. Sign fabrication materials shall meet the requirements of this scope of work.

REPLACEMENT OF TRAFFIC SIGNAL AND ILLUMINATED INDICATIONS

The Contractor shall furnish all replacement Light Emitting Diode (L.E.D.) Modules, safety lamps, program visibility lamps, illuminated street name sign lamps and illuminated traffic sign lamps. All said materials shall be new. The cost to provide replacement L.E.D. units shall constitute extra work; however, all labor associated with maintaining a traffic signal indication in proper working order is considered regular scheduled maintenance during normal business hours.

The Contractor shall record the serial numbers of all L.E.D. modules installed and removed from a location. These serial numbers shall be included on the billing invoice. The Contractor shall use only L.E.D. type modules to replace signal indications. Incandescent lamps or fixtures shall not be installed to any signal indication housing.

The Contractor shall repair, or furnish new and replace, any damaged and/or knocked down illuminated street name signs. Furnishing a replacement illuminated street name sign fixture and/or street name panels shall be considered extra work and will require prior approval by City before work is commenced.

FLASHING LIGHT WARNING DEVICES

The Contractor shall perform the following services at each facility at the request of the City Engineer or designee.

1. Clean the inside and outside of all controller assemblies and remove any foreign material.
2. Check the timing intervals for the flashing operation
3. Inspect each IRWL indication for operation, physically verify each fastener is present, tightened, and secured; resolve any moisture penetration to IRWL assembly; inspect L.E.D. indications at pedestrian push-button locations where present.

4. Maintain an accurate chronograph and set all real-time clocks to the National Bureau of Standards (WWV or UTC) time.

5. Visually inspect all relays, clocks, dials, motors, switches, etc. Adjust or repair as needed.

6. Walk all the approaches of the facility and visually inspect all flasher poles, heads and indications, traffic control signs, pull box covers, and any other devices, and verify the correct condition, placement, and/or operation. Any burned out indications or illuminated sign lamps shall be replaced. All traffic heads found out of alignment shall be properly aligned and secured. Check warning indication visibility at approach distances, resolve or report visibility deficiencies to City Engineer or designee immediately. All other equipment found loose, missing, or damaged shall be secured, replaced, or repaired.

7. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with City Engineer or designee.

HIGHWAY SAFEY LGHTING AND LLUMINATED SIGNS

The Contractor shall perform the following services at each facility at the request of the City Engineer or designee.

1. Check all safety lighting systems and illuminated signs for proper operation and replace any burned out lamps and fuses or reset tripped circuit breakers. Field inspections shall be conducted at night unless the electrical service is of a type that permits daytime inspection.

2. The Contractor shall repair, or furnish new and replace, any inoperative starter boards, ballasts, or photoelectric controls, and any damaged and/or knocked down safety light or illuminated sign assemblies. Furnishing replacement equipment shall be considered extra work requiring approval by City before work commences.

UN-INTERRUPTED POWER AND BATTERY BACKUP SYSTEMS

Un-interrupted power and battery backup systems, including control and switching units, shall be tested monthly in accordance with the manufacturers recommended maintenance as a part of routine maintenance. Specific information on monthly tests shall be cataloged as specified on the City's Intersection Log Sheet. Replacement of battery backup system components shall be considered extra work and will require prior approval by City before work is commenced.

FIBER OPTIC COMMUNICATIONS SYSTEMS

Contractor shall inspect any fiber optic communications links present within controller cabinets for cleanliness and visual connectivity on a monthly basis. Any deficiencies shall be reported to the City by the fifteenth (15th) day of the month immediately following the reporting period.

NEW INSTALLATIONS

During the course of this Contract, the City may add or delete facilities to be maintained from the original list in the attached Citywide Traffic Signal Map. The Contractor shall commence and/or terminate services immediately at all locations identified in writing by the City. The contractor shall be compensated an appropriately prorated amount as per the various bid items of work resulting from mid-billing cycle notifications of additions or deletions.

SALVAGED OR DAMAGED EQUIPMENT

Salvaged or damaged equipment shall become the property of the Contractor unless directed otherwise by the City.

ADDITIONAL REPAIRS, EXTRA WORK, AND EXTRAORDINARY/EMERGENCY MAINTENANCE

1. Upon City's request, the Contractor shall submit supplemental proposals for additional repairs & extra work not called for under this Scope of Work.

2. The Contractor shall provide supplemental proposals in accordance with the hourly rates as specified in the RFP.

3. The City reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional repairs & extra work and to utilize the data provided under this Contract relative to necessary materials and repairs.

4. If the City authorizes work by an alternate source, the Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.

5. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.

6. Upon completion of any additional repairs & extra work, whether by Contractor or an

alternative source, the City Engineer or designee and Contractor will inspect the finished product at no additional cost to the City. Upon mutual acceptance of the additional repairs & extra work, the Contractor shall again be responsible for all equipment originally covered under this Contract and the work performed under this section.

7. Extraordinary/emergency maintenance may be necessary in certain cases. Extraordinary/emergency maintenance includes labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal and highway lighting system that goes beyond the regular scheduled maintenance programs established by this scope of work. Generally, extraordinary/emergency maintenance involves the replacement of equipment damaged by acts of God, civil disorder, vehicle collisions or vandalism, but such replacements may also stem from obsolescence or other unusual factors.

8. All additional repairs & extra work, except for extraordinary/emergency maintenance as provided for in this scope of work and extra work materials needed to complete routine regular scheduled maintenance as provided for in this scope of work, shall require prior written authorization from the City by means of a City issued work order. All items of work requested in said work orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days unless specifically directed otherwise by the City. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

Contractor Pricing

COMPENSATION

This is an all-inclusive, firm fixed price Contract between the City and Contractor for Traffic Signal Maintenance Services, as set forth in this Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, prevailing wage, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The City shall not pay any sum in excess of the Total Contract Amount or Fixed Prices specified, unless work is authorized by the City Engineer

in accordance with this RFP.

PRICE INCREASES / DECREASES

No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the City. For each renewable extension the price increase or decrease will reflect the consumer price index (CPI) of the Riverside-San Bernardino-Ontario area as specified per State of California Department of Labor. No retroactive price adjustments will be considered. The City may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

FIRM DISCOUNT AND PRCING STRUCTURE

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the City during the term of this Contract not otherwise specified and provided for within this Contract.

CONTRACTOR'S EXPENSE

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

PAYMENT TERMS

Invoices are to be submitted monthly, after services have been completed, to the address specified below. Payment will be next 30 days after receipt of an invoice in a format acceptable to the City. Invoices shall be verified and approved by the City and subject to routine processing requirements. Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the City for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the City shall not preclude the right of the City from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

INVOICING INSTRUCTIONS

The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Delivery/service address
3. Contract number
4. Service Date
5. Description of Tasks/Services (as specified above)
6. Hourly Rate, Classification/Title and Number of Hours for each Task/Service
7. Total Invoice Amount
8. Taxpayer ID number

The responsibility for providing an acceptable invoice to the City for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. In addition, no invoices shall be submitted without reference to approved city work order numbers and accompanying support documentation, as listed· in this section. The Contractor shall provide all necessary support documentation with each invoice claim for payment.

This includes summary proof of preventative maintenance completions, extra work repair records, county work order approval, weekly technician reports, monthly activity reports, monthly callout reports, receipts for non-bid-item equipment purchases and non-bid-item sub-contractor work, certified payroll reports, maintenance reports, and equipment repair/lab reports. Contractor shall submit in addition to, and in the same sorting of, hard copy invoice submittals, a complete electronic summary of invoice data that is compatible with Microsoft Office spreadsheet programs.

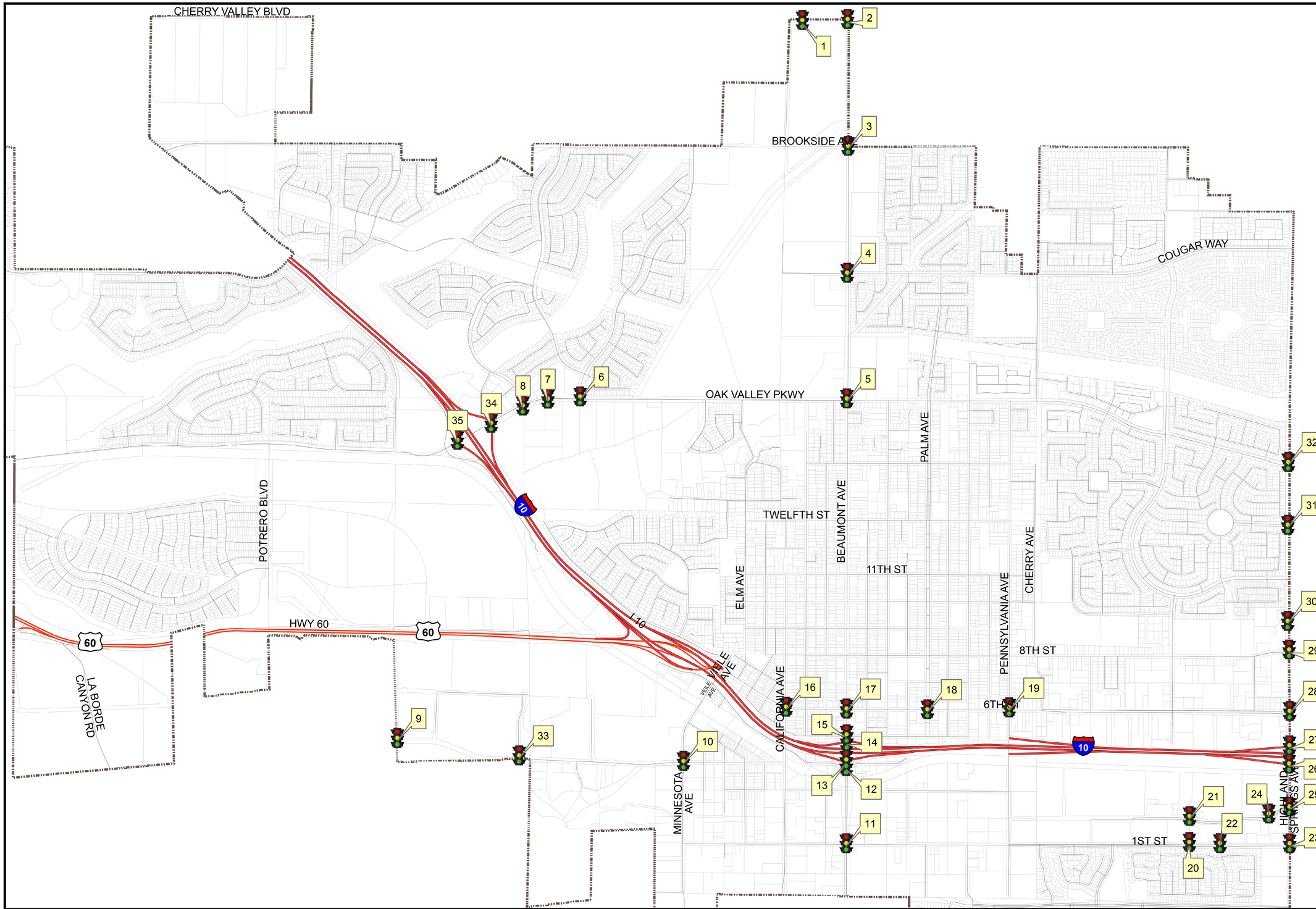
The Contractor shall submit approval requests for extra work within 30 days of completion. Invoices requesting payment for extra work shall be submitted within 30 days of receiving City

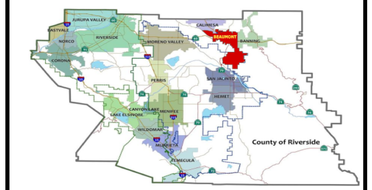
approval. Extra work invoices shall reference the name and classification of each technician for which labor charges are applied.

The Contractor shall submit regular scheduled maintenance invoices within 30 days of completing work. Invoice claims must be separated by jurisdiction and work location, with all charges totaled for each individual location and project. Charges that are not referenced to specific location or include locations for more than one jurisdiction will not be processed or granted extension of submittal terms.

CITYWIDE TRAFFIC SIGNAL MAP

CITYWIDE TRAFFIC SIGNAL MAINTENANCE





LEGEND

Traffic Signals

City Limits

Beaumont_Parcels

City Roads

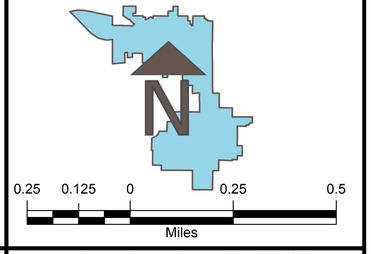
<all other values>

Road_Type

Interstate

State Route

# *	Owner	Street A	Street B
1	Riverside	Cherry Avenue	North School Entrance
2	Riverside	Cherry Avenue	Beaumont Avenue
3	Riverside	Beaumont Avenue	Brookside Avenue
4	Beaumont	Beaumont Avenue	Cougar Way
5	Beaumont	Beaumont Avenue	Oak Valley Parkway
6	Beaumont	Oak Valley Parkway	Oak View Drive
7	Beaumont	Oak Valley Parkway	Oak Valley Plaza
8	Beaumont	Oak Valley Parkway	Golf Club Drive
9	Beaumont	Fourth Street	Prime Drive
10	Beaumont	Forth Street	Veile Avenue
11	Caltrans	Beaumont Avenue	First Street
12	Caltrans	Beaumont Avenue	Fourth Street
13	Caltrans	Beaumont Avenue	I-10
14	Caltrans	Beaumont Avenue	I-10
15	Caltrans	Beaumont Avenue	Fifth Street
16	Beaumont	California Avenue	Sixth Street
17	Beaumont	Beaumont Avenue	Sixth Street
18	Beaumont	Sixth Street	Palm Avenue
19	Beaumont	Sixth Street	Pennsylvania Avenue
20	Beaumont	First Street	Commerce Avenue
21	Beaumont	Second Street	Commerce Avenue
22	Beaumont	First Street	Emory Avenue
23	Beaumont	Highland Springs Avenue	First Street
24	Beaumont	Second Street	Paseo Beamount
25	Beaumont	Highland Springs Avenue	Second Street
26	Beaumont	Highland Springs Avenue	I-10
27	Beaumont	Highland Springs Avenue	I-10
28	Beaumont	Highland Springs Avenue	Sixth Street
29	Beaumont	Highland Springs Avenue	Eight Street
30	Beaumont	Highland Springs Avenue	Sundance Corporate
31	Beaumont	Highland Springs Avenue	Sundance Drive
32	Beaumont	Highland Springs Avenue	Oak Valley Parkway
33	Beaumont	Fourth Street	Distribution Way
34	Caltrans	Oak Valley Parkway	I-10
35	Caltrans	Oak Valley Parkway	I-10



CITY OF BEAUMONT
2020 CITYWIDE TRAFFIC SIGNALS
PUBLIC WORKS DEPARTMENT

Date Created: 01/08/20

CITY OF BEAUMONT
Public Works Department
550 E. 6th Street
Beaumont, C A 92223
(951) 769-8522
BeaumontCa.gov

BID FORM

NAME OF BIDDER: CROSSTOWN ELECTRICAL & DATA, INC.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including the general conditions, scope of work, and all addenda, if any, for the following Project:

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

REGULARLY SCHEDULED MAINTENANCE ACTIVITIES:
This is an all-inclusive, firm fixed price Contract between the City and Contractor for Traffic Signal Maintenance Services, as set forth in the Scope of Work. We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Scope of Work for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
MONTHLY SCHEDULED MAINTENANCE PRICE	ONE THOUSAND, FOUR HUNDRED AND SEVENTY FIVE DOLLARS, NO CENTS. ($59 PER INTERSECTION)	$1,475.00
TOTAL ANNUAL BID PRICE (Monthly Price x 12 months)	SEVENTEEN THOUSAND AND SEVEN HUNDRED DOLLARS, AND NO CENTS.	$17,700.00

Bid will be awarded based on the total annual cost of the regularly scheduled maintenance activities. Compensation shall be a firm fixed annual cost for the duration of the contract, however a fixed escalator may be incorporated on an annual basis. The escalation amount will be negotiated with the City based on the yearly CPI increase per the state of California.

The contractor must provide with their bid a detailed schedule of prices for **ALL** labor, material, and equipment used in the determination of their monthly regularly scheduled maintenance activities. This should include hourly billable costs for all labor, material, and equipment required by the Scope of Work. All hourly fee schedules should be

DETAILED SCHEDULE OF PRICES
CROSSTOWN ELECTRICAL & DATA, INC.

ITEM	DESCRIPTION	HOURLY	O.T.RATE	D.T.RATE	
1	SIGNAL MAINTENANCE SUPER.	$90.00	$90.00	$90.00	
2	SIGNAL MAINTENANCE TECH.	$106.00	$148.00	$189.00	
3	BENCH TECH (IN LAB REPAIRS/TEST)	$80.00	N/A	N/A	
4	LABORER	$98.00	$138.00	$148.00	
5	BUCKET TRUCK	$39.00	$39.00	$39.00	
6	UTILITY/WORK TRUCK	$32.00	$32.00	$32.00	
7	COMPRESSOR W/ TOOLS	$12.00	$12.00	$12.00	
8	CRANE	$115.00	$115.00	$115.00	
9	PICK-UP TRUCK	$11.00	$11.00	$11.00	
10	ARROW-BOARD	$7.50	$7.50	$7.50	
11	**MATERIAL - TO BE CHARGED AT COST PLUS SALES TAX AND**			**15% MARK-UP**	

based on the contractor's current fee schedule rates. The cost schedule shall clearly identify the estimated man-hours by classification and expenses required for each work item, including all sub-consultants and contractors required to complete the Scope of Work.

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

EXTRA WORK AND EXTRAORDINARY/EMERGENCY MAINTENANCE:
Bid will be awarded based on the total annual cost of the regularly scheduled maintenance activities. Costs for extra work and extraordinary/emergency maintenance activities shall be determined using the detailed schedule of prices for regularly scheduled maintenance activities provided by the contractor as described above.

BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. 756309

Expiration Date 11/30/2022

Class of license CLASS A & C-10

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. 1 thru 1
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 1, 2022

Addendum No. 1
RFB for Citywide Traffic Signal Maintenance

Revisions

Notice Inviting Bids – License Classifications

The required license classifications on Page 2 of the Notice Inviting Bids are revised as follows:

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- California Class "A" and/or Class "C"

Questions and Answers

Q1: Would the City be willing to modify the licensing requirement from **"Class A or Class B"** to **"Class A or Class C"** since a **Class C** is more comprehensive than a **Class B**?
A1: License Requirements have been modified as provided in this addendum.

Q2: Will contract extensions be mutual agreement upon between the City and Contractor or at the sole discretion of the City?
A2: Mutual agreement between the City and the Contractor.

Q3: Would the City please advise if all material for extraordinary work is to be billed for by the Contractor or City supplied?
A3: Billed based on contractor provided schedules of labor, equipment, and materials as described in the Bid Form.

Q4: By submitting a proposal, is the Contractor bound to all terms and conditions of the RFP?
A4: Yes

Q5: Can you please clarify if the City's bid documents must be purchased from the City or if the downloaded documents from the City's website will suffice?
A5: All bid documents are provided on Public Purchase for download

Q6: PG 4 – "Completion of Bid Forms" Can you please confirm that "Typewriter" includes typed from a computer?
A6: Yes

Q7: PG 10 – Can you please confirm that you would also like a separate fee schedule for labor and equipment hourly rates?
A7: Yes, as described in the Bid Forms

Q8: PG 10 – Can the City please confirm the quantity of intersections the City is responsible for maintenance so that we can use that number when filling out the base bid price? The Citywide Traffic Signal Map includes all intersections in the City. I understand the owners are listed but there are also off-ramp / on-ramps owned by Beaumont so are those also included in part of the list of maintained intersections?
A8: 25 Traffic Signal Intersections are included (owned by Beaumont) as shown on the Citywide Traffic Signal Map.

Q9: Can you please confirm that the Bid Opening Date is 3.25 hours after the deadline?
A9: No. The bid receipt and bid opening times are as provided in the Bid documents.

- Bid Receipt - March 03, 2022 @ 11:00 A.M.
- Bid Opening - March 03, 2022 @ 1:15 P.M.

Q10: Under "Signal Maintenance Scope of Work" PG 2, Paragraph 2, Can the City please clarify if this report is to be submitted weekly or monthly with the billing report? *"Reports accounting for one hundred percent (100%) of assigned technician time shall be submitted weekly as outlined in this scope of work."*
A10: Weekly, as described in the Scope of Work.

Q11: Under "Signal Maintenance Scope of Work" PG 8, Item 8, Can the City please confirm "any items replaced or repaired" would be billed per the contract Time and Material rates for the following items? *"Missing signs shall be replaced. All other equipment found loose, missing, or damaged shall be secured, replaced, or repaired."*
A11: Billed based on contractor provided schedules of labor, equipment, and materials as described in the Bid Form.

Q12: Under "Signal Maintenance Scope of Work" PG 10, Can the City please clarify the following: *"The cost to provide replacement L.E.D. units shall constitute extra work; however, all labor associated with maintaining a traffic signal indication in proper working order is considered regular scheduled maintenance during normal business hours."*
Is the City saying when there is an LED replacement during **regular hours**, they will pay for the

LED but not the Labor and Equipment?

A12: No. All costs associated with the replacement of L.E.D. units shall constitute extra work.

End of Addendum No. 1

FEBRUARY 25, 2022

CROSSTOWN ELECTRICAL & DATA, INC.
DAVID P. HEERMANCE, PRESIDENT

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 1, 2022

City of Beaumont
Request for bid

Citywide Traffic Signal
Maintenance

Bond No. CSBA-20027

BID BOND
CITYWIDE TRAFFIC SIGNAL MAINTENANCE

The makers of this bond are,

Crosstown Electrical & Data, Inc.
as Principal, and

Fidelity and Deposit Company of Maryland
, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated March 3rd, 2022, for

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 28th day of February, 2022, the name and corporate seal of each corporation.

(Corporate Seal)

Crosstown Electrical & Data, Inc.
Principal

By DAVID P. HEERMANCE

PRESIDENT
Title

(Corporate Seal)

Fidelity and Deposit Company of Maryland
Surety

By

Dwight Reilly
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Attorney-in-Fact
Title

STATE OF CALIFORNIA)
) ss.
CITY OF _____)
On this _____ day of _____, in the year 2019, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

_____
Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

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 2/28/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
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.

MELISSA ANN VACCARO
COMM. #2241394
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2022
FRS3

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 Los Angeles)

On March 2, 2022 before me, Shalea Berry, Notary Public
(insert name and title of the officer)

personally appeared David Heermance,
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.

SHALEA BERRY
Notary Public - California
Los Angeles County
Commission # 2281272
My Comm. Expires Mar 16, 2023

Signature _____ **(Seal)**

Bond No. CSBA-20027

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of January, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

DESIGNATION OF SUBCONTRACTORS

CITYWIDE TRAFFIC SIGNAL MAINTENANCE

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of $500 or more.
*** Please list all subcontractor that exceed $500***

Portion of the Work	Subcontractor	Location of Business	% of Work
NONE			

Portion of the Work	Subcontractor	Location of Business	% of Work

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 1, 2022

INFORMATION REQUIRED OF BIDDERS
CITYWIDE TRAFFIC SIGNAL MAINTENANCE

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: CROSSTOWN ELECTRICAL & DATA, INC.

2.0 Type, if Entity: CORPORATION

3.0 Bidder Address: 5454 DIAZ STREET,

IRWINDALE, CA 91706

(626) 869-0192 — Facsimile Number

(626) 813-6693 — Telephone Number

4.0 License Information:

License No.	Class of License	Expiration Date
756309	CLASS A & C-10	11/30/2022

1000000155
DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?

23 YEARS

6.0 How many years has Bidder's organization been in business under its present name? 23 YEARS

5.1 Under what other or former names has Bidder's organization operated?

NONE

7.0 If Bidder's organization is a corporation, answer the following:

7.1 Date of Incorporation: 11/18/1998

7.2 State of Incorporation: CALIFORNIA

7.3 President's Name: DAVID P. HEERMANCE

7.4 Vice-President's Name(s): WENDY PARKER

7.5 Secretary's Name: ANDREA HEERMANCE

7.6 Treasurer's Name: BENJAMIN HEERMANCE

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization:

N/A

8.2 Name and address of all partners (state whether general or limited partnership):

N/A

9.0 If other than a corporation or partnership, describe organization and name principals: N/A

10.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

11.0 What type of work does the Bidder normally perform with its own forces?

TRAFFIC SIGNAL MAINTENANCE, TRAFFIC SIGNAL INSTALLATIONS, TRAFFIC SIGNAL MODIFICATIONS, FIBER OPTIC AND COMMUNICATION WORK , CCTV

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

14.0 List Trade References:

1. WESCO-ANIXTER, 6251 KNOTT AVE., BUENA PARK, CA 90620
SOCORRO LAZALDE, SOCORRO.LAZALDE@ANIXTER.COM, 714-670-5858

2. WALTER'S WHOLESALE ELECTRIC CO., 200 N. BERRY ST., BREA, CA 92821,
RYAN THIBAULT, RYAN.THIBAULT@WALTERSWHOLESALE.COM, 714-784-1820

15.0 List Bank References (Bank and Branch Address):

AMERICAN BUSINESS BANK
SOUTH BAY REGIONAL OFFICE
970 WEST 190TH STREET, SUITE 301
TORRANCE, CA 90502

16.0 Name of Bonding Company and Name and Address of Agent:

SURETY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

777 SOUTH FIGUEROA STREET, SUITE 3900, LOS ANGELES, CA 90017

BONDING AGENCY: COMMERCIAL SURETY BOND AGENCY,
ADRIAN LANGRELL, 1411 N. BATAVIA ST, SUITE 201, ORANGE, CA 92867

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
SAN DIMAS TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	150,000/YR	CHASE BUCKELEW 909-374-6270
AZUSA TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	100,000	ROGBERT DELGADILLO 626-812-5248
LAGUNA HILLS TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	135,000/YR	KENNETH ROSENFIELD 949-707-2655
EL MONTE TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	60,000/YR	FRANK DREVDAHL
HEMET TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	68,000	MATT DEVORE 951-765-3710
BELL TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	$300,000	GABINO LUNA 323-923-2632
DOWNEY TS MAINTENANCE	TRAFFIC SIGNAL MAINTENANCE & EMERGENCY ON CALL	ONGOING	190,000	EDWIN NORRIS 562-904-7110

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
(TRAFFIC SIGNAL AND COMMUNICATION PROJECTS COMPLETED, MAINTENANCE PROJECTS ARE CURRENT/ONGOING)				
CITY OF LOS ANGELES	Perform traffic signal modifications at 17 intersections	04/2019 - 04/2020	$4,722,233.00	Shane Smith (310)345-1229
CITY OF LA HABRA	Construction of the Imperial Highway/SR-90 Corridor Regional traffic signal synchronization project 3-TC-15	04/2020 - 04/2021	$1,586,328.00	Michael Plotnik (562) 383-4151
CITY OF SAN DIMAS	Furnish/ install conduit pull boxes, perform traffic signal modifications install communication equipment	06/2020 - 04/2021	$ 942,938.00	Steve Barragan (909) 394-6247
ORANGE COUNTY TRANSPORTATION AUTHORITY	Furnish/ install conduit cabinets, fiber, switches, CCTV, pull boxes.	08/2020 - 04/2021	$ 755,525.00	Amy Tran (714) 560-5379
CITY OF SANTA CLARITA	Furnish/ install conduit fiber cable, splicing/ term/ testing of fiber cable, furnish/ install ethernet equipment	07/01/2020 - 05/2021	$2,638,893.06	Cesar Romo (661) 286-4000

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:
The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

   1. MICHAEL LINDEN - MAINTENANCE ELECTRICIAN, IMSA LEVEL III, 50%
   2. GALT GROTKE - MAINTENANCE TECHNCIAN, IMSA LEVEL II, 40%
   3. JERRY DAVIS - SENIOR TRAFFIC SIGNAL MAINTENANCE OPERATIONS MANAGER, 30%

2. Summarize each person's specialized education:

   1. MICHAEL LINDEN - ACCOCIATES DEGREE IN ELECTROINCS TECHNOLOGY, LEVEL III IMSA FIELD CERTIFICATION, NEC CERTIFIED, IMSA WORK SAFETY CERTIFIED, CURRENT TRAINING ON ECONOLITE AND MCCAIN CONTROLLERS AND SOFTWARE.
   2. GALT GROTKE - LEVEL II IMSA FIELD CERTIFICATION, IMSA WORK SAFETY CERTIFIED, AND CURRENT TRAINING ON ECONOLITE AND MCCAIN CONTROLLERS & SOFTWARE.
   3. JERRY DAVIS - IMSA LEVEL I, LEVEL II FIELD TECHNICIAN CERTIFICATIONS, IMSA WORK ZONE SAFETY, ELECTRICIAN

3. List each person's years of construction experience relevant to the project:

   1. 25 YEARS
   2. 7 YEARS
   3. 35 YEARS

4. Summarize such experience:

   1. MR. LINDEN HAS BEEN WORKING IN THE TRAFFIC SIGNAL MAINTENANCE FIELDSINCE 1985. HE HAS PERFOMRED MAINTENANCE IN DOZENS OF CITIES. HE IS A LEVELIII TECH WITH EXTENSIVE EXPERIENCE AND KNOWLEDGE OF TRAFFIC SYSTEM
   2. MR. GROTKE HAS SEVEN YEARS OF EXPERIENCE AS A TRAFFIC SIGNAL TECHNICIAN, AND HE PREVIOUSLY HAD AN EXTENSIVE ELECTRICAL BACKGROIUND WORKING WITH THE US AIR FORCE. HE ALSO HAS EXPERIENCE PERFORMING STATE CERTTESTING ON CONTROLLER ASSEMBLIES. HE ALSO RUNS OUR BENCH REPAIR AND CONFLICT MONITOR TESTING.
   3. MR. DAVIS HAS WORKED AS A UNION JOURNEYMAN ELECTRICIAN, FOREMAN, AND GF WITH EXPERIENCE IN TRAFFIC SIGNAL CONSTRUCTION, MAINTENANCE AND SERVICE OPERATIONS OVER THE PAST 35 YRS. HE HAS BEEN IN MANY LEADERSHIP ROLES AND HAS BEEN RUNNING TRAFFIC SIGNAL OPERATIONS SINCE 2013 AT CSC, INC. UNTIL HE CAME TO CROSSTOWN IN 2020 TO MANA THE TRAFFIC SIGNAL MAINTENANCE DIVISION.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder: I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 1, 2022

NON-COLLUSION AFFIDAVIT
CITYWIDE TRAFFIC SIGNAL MAINTENANCE

I, DAVID P. HEERMANCE, being first duly sworn, deposes and says that he is of CROSSTOWN ELECTRICAL & DATA, INC the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder CROSSTOWN ELECTRICAL & DATA, INC.

Signature

Name and Title DAVID P. HEERMANCE, PRESIDENT

Dated MARCH 1, 2022

Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE May 3, 2022

SUBJECT: Consideration of a Letter of Opposition to Assembly Bill 2011

Background and Analysis:

Assembly Member Wicks has proposed Assembly Bill 2011 known as the **"**Affordable Housing and High Road Jobs Act of 2022." A copy of the proposed legislation is included as Attachment B to this report.

The primary concerns surrounding this bill pertain to land use compatibility, lack of CEQA analysis and loss of local control through State imposed mandates. The bill touts affordable housing development and labor protections but does not effectively put in place measures to address either.

This bill is opposed by League of California Cities and the State Building and Construction Trades Council.

Fiscal Impact:

City staff estimates it cost approximately $140 to prepare this report.

Recommended Action:

It is recommended that the City Council consider this letter of opposition and take action as it deems appropriate.

Attachments:

A. Letter Opposing Assembly Bill 2011
B. Assembly Bill 2011 text

April 25, 2022

The Honorable Buffy Wicks
California State Assembly
1021 O Street
Sacramento, CA 95814

RE: AB 2011 (Wicks) Affordable Housing and High Road Jobs Act of 2022 - Notice of Opposition

Dear Assembly Member Wicks,

On behalf of the City of Beaumont, I am writing to convey our opposition to AB 2011, which would mandate by-right affordable housing in retail, office, and commercial zones.

Determining appropriate zoning and overlays is an intensive process that the city does not take lightly. Many social, environmental, and public safety considerations are weighed when determining the appropriate zoning in a municipality's jurisdiction. The existing process considers the pressures that every municipality experiences when it comes to developing more housing units. However, it is a city's fundamental responsibility that developments suit their intended zoning areas to reduce catastrophic impacts from environmental factors and public safety events.

While in some instances it may make sense to re-purpose underutilized retail, office, or commercial areas for housing, this should not be a decision that is made on a streamlined, ministerial basis. Locally elected officials, and members of the community, should have the opportunity to weigh in on such decisions, so that the full extent of the local impacts of proposed projects can be considered.

Additionally, the city is concerned that a streamlined review process could result in the development of housing on land that may not be environmentally suitable. For example, areas that are zoned for commercial or retail activity could have served as sites for gas stations, dry cleaners, or other activities that could require environmental mitigation. A thorough public review of proposed projects would allow for these types of issues to be appropriately considered.

For these reasons, the City of Beaumont respectfully opposes AB 2011.

Sincerely,

Lloyd White
Mayor
City of Beaumont

CC: Senator Rosilicie Ochoa-Bogh
Assembly Member Chad Mayes

AMENDED IN ASSEMBLY APRIL 18, 2022

AMENDED IN ASSEMBLY MARCH 24, 2022

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL No. 2011

Introduced by Assembly Member ~~Quirk-Silva~~ *Wicks*

February 14, 2022

An act to ~~amend Section 50675.1.1 of the Health and Safety Code, relating to housing, and making an appropriation therefor.~~ *add Chapter 4.1 (commencing with Section 65912.100) to Division 1 of Title 7 of the Government Code, relating to housing.*

LEGISLATIVE COUNSEL'S DIGEST

AB 2011, as amended, ~~Quirk-Silva~~ *Wicks*. ~~Multifamily Housing Program: housing for people experiencing homelessness: recreational vehicle parking programs.~~ *Affordable Housing and High Road Jobs Act of 2022.*

The Planning and Zoning Law authorizes a development proponent to submit an application for a multifamily housing development that is subject to a streamlined, ministerial approval process and not subject to a conditional use permit if the development satisfies specified objective planning standards.

This bill would make certain housing developments that meet specified affordability and site criteria and objective development standards a use by right within a zone where office, retail, or parking are a principally permitted use, and would subject these development projects to one of 2 streamlined, ministerial review processes. The bill would require a development proponent for a housing development project approved pursuant to the streamlined, ministerial review process to

require, in contracts with construction contractors, that certain wage and labor standards will be met, including that all construction workers shall be paid at least the general prevailing rate of wages, as specified. The bill would require a development proponent to certify to the local government that those standards will be met in project construction. By expanding the crime of perjury, the bill would impose a state-mandated local program. The bill would require the Labor Commissioner to enforce the obligation to pay prevailing wages. The bill would require a development proponent for a development of 50 or more housing units to require construction contractors to participate in an apprenticeship program or request dispatch of apprentices from a state-approved apprenticeship program, and to make specified health care expenditures for construction craft employees. The bill would require the development proponent to certify compliance with those requirements to the local government and to report monthly to the local government that they are in compliance with those requirements. The bill would subject the development proponent and the construction contractors and subcontractors to specified civil penalties for failing to comply with those requirements, and would require the penalty funds to be deposited in the State Public Works Enforcement Fund. The bill would prohibit a local government from imposing any requirement, including increased fees, on the basis that the project is eligible to receive ministerial or streamlined approval. Because the bill would impose new duties on local governments, the bill would impose a state-mandated local program.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

The approval process established by this bill would be ministerial in nature, thereby exempting the approval of development projects subject to that approval process from CEQA.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

~~Existing law establishes the Multifamily Housing Program, which is administered by the Department of Housing and Community Development. Existing law requires that funds appropriated in the 2020 Budget Act or an act related to the 2020 Budget Act to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness and who are impacted by the COVID-19 pandemic be disbursed in accordance with the Multifamily Housing Program for specified uses.~~

~~This bill would expand the eligible use of those above-described funds to include costs relating to recreational vehicle parking programs. By authorizing the use of previously appropriated funds for a new purpose, the bill would make an appropriation.~~

Vote: ~~⅔~~ *majority*. Appropriation: ~~yes~~ *no*. Fiscal committee: yes. State-mandated local program: ~~no~~ *yes*.

The people of the State of California do enact as follows:

SECTION 1. Chapter 4.1 (commencing with Section 65912.100) is added to Division 1 of Title 7 of the Government Code, to read:

Chapter 4.1. Affordable Housing and High Road Jobs Act of 2022

Article 1. General Provisions

65912.100. This chapter shall be known and cited as the Affordable Housing and High Road Jobs Act of 2022.

65912.101. For purposes of this chapter, the following terms have the following meanings:

(a) "Commercial corridor" means a highway, as defined in Section 360 of the Vehicle Code, that is not a freeway, as defined in Section 332 of the Vehicle Code, and that has a right-of-way, as defined in Section 525 of the Vehicle Code, of at least 70 and not greater than 150 feet.

(b) "Development proponent" means a developer who submits a housing development project application to a local government under the streamlined, ministerial review process pursuant to this chapter.

(c) "Health care expenditures" include contributions under Sections 501(c) or (d) or 401(a) of the Internal Revenue Code and payments toward "medical care" as defined under Section 213(d)(1) of the Internal Revenue Code.

(d) "Industrial use" means utilities, manufacturing, transportation storage and maintenance facilities, and warehousing uses. "Industrial use" does not include power substations or utility conveyances such as power lines, broadband wires, and pipes.

(e) "Local government" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(f) "Major transit stop" has the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.

(g) "Side street" means a highway, as defined in Section 360 of the Vehicle Code, that is not a freeway, as defined in Section 332 of the Vehicle Code, and that has a right-of-way, as defined in Section 525 of the Vehicle Code, of at least 25 and fewer than 70 feet.

(h) "Single-family property" means a property with a single residential dwelling unit. For purposes of this chapter, a residential dwelling unit does not include accessory dwelling units, as defined in Section 65852.2, or junior accessory dwelling units, as defined in Section 65852.22.

(i) "Urban uses" means any current or former residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses.

65912.102. The department may review, adopt, amend, and repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, or standards set forth in this chapter. Any guidelines or terms adopted pursuant to this

section are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

Article 2. Affordable Housing Developments in Commercial Zones

65912.110. Notwithstanding any inconsistent provision of a local government's general plan, specific plan, zoning ordinance, or regulation, a housing development shall be a use by right within a zone where office, retail, or parking are a principally permitted use and shall be subject to streamlined, ministerial review pursuant to Section 65912.114 if the proposed housing development satisfies all of the requirements in Sections 65912.111, 65912.112, and 65912.113.

65912.111. A development project shall not be subject to the streamlined, ministerial review process provided by Section 65912.114 unless the development is proposed to be located on a site that satisfies all of the following criteria:

(a) It is a legal parcel or parcels that meet either of the following:

(1) It is within a city where the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) It is in an unincorporated area, and the legal parcel or parcels are wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(b) At least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For purposes of this subdivision, parcels that are only separated by a street or highway shall be considered to be adjoined.

(c) It is not adjacent to any site where more than two-thirds of the square footage on the site is dedicated to industrial use.

(d) It satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(e) It is not an existing parcel of land or site that is governed under the Mobilehome Residency Law (Chapter 2.5 (commencing with Section 798) of Title 2 of Part 2 of Division 2 of the Civil Code), the Recreational Vehicle Park Occupancy Law (Chapter 2.6 (commencing with Section 799.20) of Title 2 of Part 2 of

Division 2 of the Civil Code), the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), or the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code).

65912.112. A development project shall not be subject to the streamlined, ministerial review process provided by Section 65912.114 unless the development proposal meets all of the following affordability criteria:

(a) One hundred percent of the units within the development project, excluding managers' units, shall be dedicated to lower income households, as defined in Section 50079.5 of the Health and Safety Code, at an affordable cost, as defined by Section 50052.5, or an affordable rent set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee.

(b) The units shall be subject to a recorded deed restriction for a period of 55 years for rental units and 45 years for owner-occupied units.

65912.113. A development project shall not be subject to the streamlined, ministerial review process provided by Section 65912.114 unless the development proposal meets all of the following objective development standards:

(a) The development shall be a multifamily housing project and at least 67 percent of the square footage of the new construction associated with the project shall be designated for residential use.

(b) The residential density for the development will meet or exceed the applicable density deemed appropriate to accommodate housing for lower income households in that jurisdiction as specified in paragraph (3) of subdivision (c) of Section 65583.2.

(c) The development will meet the following objective zoning standards, objective subdivision standards, and objective design review standards:

(1) The applicable standards shall be those for the zone that allows residential use at a greater density between the following:

(A) The existing zoning designation for the parcel.

(B) The closest parcel that allows residential use at a density that meets the requirements of subdivision (b).

(2) The applicable standards shall be those in effect at the time that the development is submitted to the local government pursuant to this article.

(3) The applicable standards shall not preclude any additional density or any other concessions, incentives, or waivers of development standards granted pursuant to the Density Bonus Law in Section 65915.

(d) For purposes of this section, "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal. These standards may be embodied in alternative objective land use specifications adopted by a city or county, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances, subject to the following:

(1) A development shall be deemed consistent with the objective zoning standards related to housing density, as applicable, if the density proposed is compliant with the maximum density allowed within that land use designation, notwithstanding any specified maximum unit allocation that may result in fewer units of housing being permitted.

(2) In the event that objective zoning, general plan, subdivision, or design review standards are mutually inconsistent, a development shall be deemed consistent with the objective zoning and subdivision standards pursuant to this section if the development is consistent with the standards set forth in the general plan.

65912.114. (a) If the local government determines that the proposed development is in conflict with any of the objective planning standards specified in this article, it shall provide the development proponent written documentation of which standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards, within the following timeframes:

(1) Within 60 days of submittal of the development proposal to the local government if the development contains 150 or fewer housing units.

(2) Within 90 days of submittal of the development proposal to the local government if the development contains more than 150 housing units.

(b) If the local government fails to provide the required documentation pursuant to subdivision (a), the development shall be deemed to satisfy the required objective planning standards.

(c) For purposes of this section, a development is consistent with the objective planning standards if there is substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards.

(d) The determination of whether a proposed project submitted pursuant to this section is or is not in conflict with the objective planning standards is not a "project" as defined in Section 21065 of the Public Resources Code.

(e) Design review of the development may be conducted by the local government's planning commission or any equivalent board or commission responsible for review and approval of development projects, or the city council or board of supervisors, as appropriate. That design review shall be objective and be strictly focused on assessing compliance with criteria required for streamlined, ministerial review of projects, as well as any reasonable objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submittal of the development to the local government, and shall be broadly applicable to developments within the jurisdiction. That design review shall be completed as follows and shall not in any way inhibit, chill, or preclude the ministerial approval provided by this section or its effect, as applicable:

(1) Within 90 days of submittal of the development proposal to the local government pursuant to this section if the development contains 150 or fewer housing units.

(2) Within 180 days of submittal of the development proposal to the local government pursuant to this section if the development contains more than 150 housing units.

(f) The local government shall ensure that the project satisfies the requirements specified in subdivision (d) of Section 66300, regardless of whether the development is within or not within an affected city or within or not within an affected county.

(g) If the development is consistent with all objective subdivision standards in the local subdivision ordinance, an application for

a subdivision pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410)) shall be exempt from the requirements of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(h) A local government's approval of a development pursuant to this section shall, notwithstanding any other law, be subject to the expiration timeframes specified in subdivision (f) of Section 65913.4.

(i) Any proposed modifications to a development project approved pursuant to this section shall be undertaken pursuant to subdivision (g) of Section 65913.4.

(j) A local government shall not adopt or impose any requirement, including, but not limited to, increased fees or inclusionary housing requirements, that applies to a project solely or partially on the basis that the project is eligible to receive streamlined, ministerial review pursuant to this section.

(k) A local government shall issue a subsequent permit required for a development approved under this section pursuant to paragraph (2) of subdivision (h) of Section 65913.4.

(l) A public improvement that is necessary to implement a development that is approved pursuant to this section shall be undertaken pursuant to paragraph (3) of subdivision (h) of Section 65913.4.

Article 3. Mixed-Income Housing Developments Along Commercial Corridors

65912.120. Notwithstanding any inconsistent provision of a local government's general plan, specific plan, zoning ordinance, or regulation, a housing development shall be a use by right within a zone where office, retail, or parking are a principally permitted use and shall be subject to streamlined, ministerial review pursuant to Section 65912.124 if the proposed housing development satisfies all of the requirements in Sections 65912.121, 65912.122, and 65912.123.

65912.121. A development project shall not be subject to the streamlined, ministerial review process provided by Section 65912.124 unless the development project is on a site that satisfies all of the following criteria:

(a) It is located on a legal parcel or parcels that meet either of the following:

(1) It is within a city where the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) It is in an unincorporated area, and the legal parcel or parcels are wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(b) The project site abuts a commercial corridor.

(c) The project site has a frontage along the commercial corridor of a minimum of 50 feet.

(d) The site is not greater than 20 acres.

(e) At least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For purposes of this subdivision, parcels that are only separated by a street or highway shall be considered to be adjoined.

(f) It is not adjacent to any site where more than two-thirds of the square footage on the site is dedicated to industrial use.

(g) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(h) The development is not located on a site where any of the following apply:

(1) The development would require the demolition of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing that has been occupied by tenants within the past 10 years, excluding any manager's units.

(2) The site was previously used for housing that was occupied by tenants, excluding any manager's units, that was demolished within 10 years before the development proponent submits an application under this article.

(3) The development would require the demolition of a historic structure that was placed on a national, state, or local historic register.

(4) The property contains housing units that are occupied by tenants, and units at the property are, or were, subsequently offered for sale to the general public by the subdivider or subsequent owner of the property.

(i) The development shall not be upon an existing parcel of land or site that is governed under the Mobilehome Residency Law (Chapter 2.5 (commencing with Section 798) of Title 2 of Part 2 of Division 2 of the Civil Code), the Recreational Vehicle Park Occupancy Law (Chapter 2.6 (commencing with Section 799.20) of Title 2 of Part 2 of Division 2 of the Civil Code), the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), or the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code).

65912.122. A development project shall not be subject to the streamlined, ministerial review process provided by Section 65912.124 unless the development project meets all of the following affordability criteria:

(a) A rental housing development shall have a recorded deed restriction that ensures, at a minimum, that for a period of 55 years, 15 percent of the units shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(b) An owner-occupied housing development shall have a recorded deed restriction that ensures, at a minimum, either of the following affordability criteria for a period of 45 years:

(1) Thirty percent of the units must be offered at an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, to moderate-income households, as defined in Section 50093 of the Health and Safety Code.

(2) Fifteen percent of the units must be offered at an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(c) If the amount of affordable housing required by a local inclusionary housing ordinance exceeds that of this section, then the project shall abide by the local inclusionary housing ordinance.

65912.123. A development project shall not be subject to the streamlined, ministerial review process provided by Section

65912.124 unless the development project meets all of the following objective development standards:

(a) The development shall be a multifamily housing project and at least 67 percent of the square footage of the new construction associated with the project is designated for residential use.

(b) The residential density for the development shall be determined as follows:

(1) In a metropolitan jurisdiction, as determined pursuant to subdivisions (d) and (e) of Section 65853.2, the residential density for the development shall meet or exceed the greater of the following:

(A) The residential density allowed on the parcel by the local government.

(B) For sites on a commercial corridor of less than 100 feet in width, 40 units per acre.

(C) For sites on a commercial corridor of 100 feet in width or greater, 60 units per acre.

(D) Notwithstanding subparagraph (B) or (C), for sites within one-half mile of a major transit stop, 80 units per acre.

(2) In a jurisdiction that is not a metropolitan jurisdiction, as determined pursuant to subdivisions (d) and (e) of Section 65853.2, the residential density for the development shall meet or exceed the greater of the following:

(A) The residential density allowed on the parcel by the local government.

(B) For sites on a commercial corridor of less than 100 feet in width, 30 units per acre.

(C) For sites on a commercial corridor of 100 feet in width or greater, 50 units per acre.

(D) Notwithstanding paragraphs (2) and (3), for sites within one-half mile of a major transit stop, 70 units per acre.

(c) The height limit applicable to the housing development shall be the greater of the following:

(1) The height allowed on the parcel by the local government.

(2) For sites on a commercial corridor of less than 100 feet in width, 35 feet.

(3) For sites on a commercial corridor of 110 feet in width or greater, 45 feet.

(4) Notwithstanding paragraphs (2) and (3), for sites within one-half mile of a major transit stop, 65 feet.

(d) The property meets the following setback standards:

(1) For the portion of the property that fronts a commercial corridor, the following shall occur:

(A) No setbacks shall be required.

(B) All parking must be set back at least 25 feet.

(C) On the ground floor, the development must abut within 10 feet of the property line for at least 80 percent of the frontage.

(2) For the portion of the property that fronts a side street, the development must abut within 10 feet of the property line for at least 60 percent of the frontage.

(3) When the property line of a development site abuts a single-family property, the following shall occur:

(A) The ground floor of the development project shall be set back at 10 feet from the single-family property. The amount required to be set back may be decreased by the local government.

(B) Starting with the third floor of the property, each subsequent floor of the development project shall be stepped back from the single-family property in an amount equal to five feet multiplied by the floor number. For purposes of this paragraph, the ground floor counts as the first floor. The amount required to be stepped back may be decreased by the local government.

(4) When the property line of a development site abuts a property that is not a single-family property, starting with the third floor of the property, each subsequent floor of the development project shall be stepped back from the other property in an amount equal to five feet multiplied by the floor number. For purposes of this paragraph, the ground floor counts as the first floor. The amount required to be stepped back may be decreased by the local government.

(e) No parking shall be required, except that this article shall not reduce, eliminate, or preclude the enforcement of any requirement imposed on a new multifamily residential or nonresidential development to provide bicycle parking, electric vehicle supply equipment installed parking spaces, or parking spaces that are accessible to persons with disabilities that would have otherwise applied to the development if this article did not apply.

(f) Other objective zoning standards, objective subdivision standards, and objective design review standards as follows:

(1) The applicable standards shall be those for the closest zone in the city, county, or city and county that allows residential use at the residential density determined pursuant to subdivision (b). If no zone exists that allows the residential density determined pursuant to subdivision (b), the applicable standards shall be those for the zone that allows the greatest density within the city, county, or city and county.

(2) The applicable standards shall be those in effect at the time that the development is submitted to the local government pursuant to this article.

(3) The applicable standards shall not preclude any additional density requirements or any other concessions, incentives, or waivers of development standards granted pursuant to the Density Bonus Law in Section 65915.

(4) For purposes of this section, "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal. These standards may be embodied in alternative objective land use specifications adopted by a city or county, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances. In the event that objective zoning, general plan, subdivision, or design review standards are mutually inconsistent, a development shall be deemed consistent with the objective zoning and subdivision standards pursuant to this subdivision if the development is consistent with the standards set forth in the general plan.

65912.124. (a) If the local government determines that the proposed housing development is in conflict with any of the objective planning standards specified in this article, it shall provide the development proponent written documentation of which standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards, within the following timeframes:

(1) Within 60 days of submittal of the development proposal to the local government if the development contains 150 or fewer housing units.

(2) Within 90 days of submittal of the development proposal to the local government if the development contains more than 150 housing units.

(b) If the local government fails to provide the required documentation pursuant to subdivision (a), the development shall be deemed to satisfy the required objective planning standards.

(c) For purposes of this section, a development is consistent with the objective planning standards if there is substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards.

(d) The determination of whether a proposed project submitted pursuant to this section is or is not in conflict with the objective planning standards is not a "project" as defined in Section 21065 of the Public Resources Code.

(e) Design review of the development may be conducted by the local government's planning commission or any equivalent board or commission responsible for review and approval of development projects, or the city council or board of supervisors, as appropriate. That design review shall be objective and be strictly focused on assessing compliance with criteria required for streamlined, ministerial review of projects, as well as any reasonable objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submittal of the development to the local government, and shall be broadly applicable to developments within the jurisdiction. That design review shall be completed as follows and shall not in any way inhibit, chill, or preclude the ministerial approval provided by this section or its effect, as applicable:

(1) Within 90 days of submittal of the development proposal to the local government pursuant to this section if the development contains 150 or fewer housing units.

(2) Within 180 days of submittal of the development proposal to the local government pursuant to this section if the development contains more than 150 housing units.

(f) The local government shall ensure that the project satisfies the requirements specified in subdivision (d) of Section 66300, regardless of whether the development is within or not within an affected city or within or not within an affected county.

(g) If the development is consistent with all objective subdivision standards in the local subdivision ordinance, an application for

a subdivision pursuant to the Subdivision Map Act (Division 2 (commencing with Section 66410)) shall be exempt from the requirements of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(h) A local government's approval of a development pursuant to this section shall, notwithstanding any other law, be subject to the expiration timeframes specified in subdivision (f) of Section 65913.4.

(i) Any proposed modifications to a development project approved pursuant to this section shall be undertaken pursuant to subdivision (g) of Section 65913.4.

(j) A local government shall not adopt or impose any requirement, including, but not limited to, increased fees or inclusionary housing requirements, that applies to a project solely or partially on the basis that the project is eligible to receive streamlined, ministerial review pursuant to this section.

(k) A local government shall issue a subsequent permit required for a development approved under this section pursuant to paragraph (2) of subdivision (h) of Section 65913.4.

(l) A public improvement that is necessary to implement a development that is approved pursuant to this section shall be undertaken pursuant to paragraph (3) of subdivision (h) of Section 65913.4.

Article 4. Labor Standards

65912.130. (a) A proponent of a development project approved by a local government pursuant to Article 2 (commencing with Section 65912.110) or Article 3 (commencing with Section 65912.120) shall require in contracts with construction contractors, and shall certify to the local government, that the standards specified in this section will be met in project construction.

(b) A development that is not in its entirety a public work for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code and approved by a local government pursuant to Article 2 (commencing with Section 65912.110) or Article 3 (commencing with Section 65912.120) shall be subject to all of the following:

(1) All construction workers employed in the execution of the development shall be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.

(2) The development proponent shall ensure that the prevailing wage requirement is included in all contracts for the performance of the work for those portions of the development that are not a public work.

(3) All contractors and subcontractors for those portions of the development that are not a public work shall comply with both of the following:

(A) Pay to all construction workers employed in the execution of the work at least the general prevailing rate of per diem wages, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.

(B) Maintain and verify payroll records pursuant to Section 1776 of the Labor Code and make those records available for inspection and copying as provided in that section. This subparagraph does not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for enforcement of that obligation through an arbitration procedure. For purposes of this subparagraph, "project labor agreement" has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

(c) (1) The obligation of the contractors and subcontractors to pay prevailing wages pursuant to this section may be enforced by the any of the following:

(A) The Labor Commissioner through the issuance of a civil wage and penalty assessment pursuant to Section 1741 of the Labor Code, which may be reviewed pursuant to Section 1742 of the Labor Code, within 18 months after the completion of the development.

(B) An underpaid worker through an administrative complaint or civil action.

(C) A joint labor-management committee through a civil action under Section 1771.2 of the Labor Code.

(2) If a civil wage and penalty assessment is issued pursuant to this section, the contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages pursuant to Section 1742.1 of the Labor Code.

(3) This subdivision does not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for enforcement of that obligation through an arbitration procedure. For purposes of this subdivision, "project labor agreement" has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

(d) Notwithstanding subdivision (c) of Section 1773.1 of the Labor Code, the requirement that employer payments not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing does not apply to those portions of development that are not a public work if otherwise provided in a bona fide collective bargaining agreement covering the worker.

(e) The requirement of this section to pay at least the general prevailing rate of per diem wages does not preclude use of an alternative workweek schedule adopted pursuant to Section 511 or 514 of the Labor Code.

65912.131. (a) For a development of 50 or more housing units approved by a local government pursuant to Article 2 (commencing with Section 65912.110) or Article 3 (commencing with Section 65912.120), the development proponent shall require in contracts with construction contractors and shall certify to the local government that each contractor of any tier who will employ construction craft employees or will let subcontracts for at least 1,000 hours shall satisfy the requirements in subdivisions (b) and (c). A construction contractor is deemed in compliance with subdivisions (b) and (c) if it is signatory to a valid collective bargaining agreement that requires utilization of registered

apprentices and expenditures on health care for employees and dependents.

(b) A contractor with construction craft employees shall either participate in an apprenticeship program approved by the State of California Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code, or request the dispatch of apprentices from a state-approved apprenticeship program under the terms and conditions set forth in Section 1777.5 of the Labor Code. A contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this subdivision.

(c) Each contractor with construction craft employees shall make health care expenditures for each employee in an amount per hour worked on the development equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two 40-year old adults and two dependents 0 to 14 years of age for the Covered California rating area in which the development is located. A contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this subdivision. Qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements set forth in Section 65912.102.

(d) (1) The development proponent shall provide to the local government, on a monthly basis while its construction contracts on the development are being performed, a report demonstrating compliance with subdivisions (b) and (c). The reports shall be considered public records under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be open to public inspection.

(2) A development proponent that fails to provide the monthly report shall be subject to a civil penalty for each month for which the report has not been provided, in the amount of 10 percent of the dollar value of construction work performed by that contractor on the development in the month in question, up to a maximum of ten thousand dollars ($10,000). Any contractor or subcontractor that fails to comply with subdivision (b) or (c) shall be subject to a civil penalty of two hundred dollars ($200) per day for each worker employed in contravention of subdivision (b) or (c).

(3) Penalties may be assessed by the Labor Commissioner within 18 months of completion of the development using the procedures

for issuance of civil wage and penalty assessments specified in Section 1741 of the Labor Code, and may be reviewed pursuant to Section 1742 of the Labor Code. Penalties shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 of the Labor Code.

(e) Each construction contractor shall maintain and verify payroll records pursuant to Section 1776 of the Labor Code. Each construction contractor shall submit payroll records directly to the Labor Commissioner at least monthly in a format prescribed by the Labor Commissioner in accordance with subparagraph (A) of paragraph (3) of subdivision (a) of Section 1771.4 of the Labor Code. The records shall include a statement of fringe benefits. Upon request by a joint labor-management cooperation committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), the records shall be provided pursuant to subdivision (e) of Section 1776 of the Labor Code.

(f) All construction contractors shall report any change in apprenticeship program participation or health care expenditures to the local government within 10 business days, and shall reflect those changes on the monthly report. The reports shall be considered public records pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) and shall be open to public inspection.

(g) A joint labor-management cooperation committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall have standing to sue a construction contractor for failure to make health care expenditures pursuant to subdivision (c) in accordance with Section 218.7 or 218.8 of the Labor Code.

Article 5. Severability

65912.140. The provisions of this chapter are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this chapter is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this chapter. The people of the State of California hereby declare that they would have adopted this chapter and each and every

portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not declared invalid or unconstitutional without regard to whether any other portion of this chapter or application thereof would be subsequently declared invalid. In particular, the provisions of Section 65912.130 and the provisions of Section 65912.131 are distinct and severable from one another, and the provisions of subdivision (c) of Section 65912.131 concerning health care expenditure are distinct and severable from the remaining provisions of Article 4 (commencing with Section 65912.131). If Section 65912.130 is held invalid, the requirements of Section 65912.131 shall stand alone and vice versa. If any portion of Section 65912.131 is held invalid, the remaining provisions of this article shall continue in effect with the exception of subdivision (g) of Section 65912.131.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

~~SECTION 1. Section 50675.1.1 of the Health and Safety Code is amended to read:~~

~~50675.1.1. (a) Notwithstanding any other law, including subdivision (b) of Section 50675.1, funds appropriated in the 2020 Budget Act or an act related to the 2020 Budget Act, including, but not limited to, moneys received from the Coronavirus Relief Fund established by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136), to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation, and who are impacted by the COVID-19 pandemic, shall be disbursed~~

~~in accordance with the Multifamily Housing Program, including as grants to cities, counties, and other local public entities, as necessary, created by this chapter for the following uses, consistent with applicable federal law and guidance:~~

~~(1) Acquisition or rehabilitation of motels, hotels, or hostels.~~

~~(2) Master leasing of properties.~~

~~(3) Acquisition of other sites and assets, including purchase of apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, and other buildings with existing residential uses that could be converted to permanent or interim housing.~~

~~(4) Conversion of units from nonresidential to residential in a structure with a certificate of occupancy as a motel, hotel, or hostel.~~

~~(5) The purchase of affordability covenants and restrictions for units.~~

~~(6) Relocation costs for individuals who are being displaced as a result of rehabilitation of existing units.~~

~~(7) Capitalized operating subsidies for units purchased, converted, or altered with funds provided by this section.~~

~~(8) Recreational vehicle parking programs, including subsidizing rent for recreational vehicles or other costs associated with safe parking programs. For purposes of this paragraph, "recreational vehicle" has the same meaning as that term is defined in Section 18010.~~

~~(b) Where possible, the funds described in subdivision (a) shall be allocated by the department in a manner that takes into consideration all of the following:~~

~~(1) Need geographically across the state.~~

~~(2) Areas with high unsheltered populations and high COVID-19 infection rates.~~

~~(3) The demonstrated ability of the applicant to fund ongoing operating reserves.~~

~~(4) The creation of new permanent housing options.~~

~~(5) The potential for state funding for capitalized operating reserves to make additional housing units financially viable through this program.~~

~~(c) Any conflict between the other requirements of the Multifamily Housing Program created by this chapter and this section shall be resolved in favor of this section, as may be set forth in the guidelines authorized by this section.~~

~~(d) The Department of Housing and Community Development may adopt guidelines for the expenditure of the funds appropriated to the department. The guidelines shall not be subject to the requirements of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.~~

~~(e) Up to 2 percent of the funds appropriated for this section may be expended for the costs to administer this program.~~

~~(f) On or before April 1, 2021, the Department of Housing and Community Development, in coordination with the Business, Consumer Services, and Housing Agency, shall report to the chairs of each fiscal committee and each relevant policy committee of the Legislature on the use of the funds described in this section. The report shall include, but not be limited to, all of the following:~~

~~(1) The amount of funds expended for the uses described in this section.~~

~~(2) The location of any properties for which the funds are used.~~

~~(3) The number of useable housing units produced, or planned to be produced, using the funds.~~

~~(4) The number of individuals housed, or likely to be housed, using the funds.~~

~~(5) The number of units, and the location of those units, for which operating subsidies have been, or are planned to be, capitalized using the funds.~~

~~(6) An explanation of how funding decisions were made for acquisition, conversion, or rehabilitation projects, or for capitalized operating subsidies, including what metrics were considered in making those decisions.~~

~~(7) Any lessons learned from the use of the funds.~~

~~(g) Any project that uses funds received from the Coronavirus Relief Fund for any of the purposes specified in subdivision (a) shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and allowed as a permitted use, within the zone in which the structure is located, and shall not be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals.~~

~~(h) A report to be submitted pursuant to subdivision (f) shall be submitted in compliance with Section 9795 of the Government Code.~~

O

SBEMP
ATTORNEYS

To: City Council

From: John O. Pinkney, City Attorney

Date: April 29, 2022

Re: List of Pending Litigation Against City of Beaumont

Pending Litigation Against the City *(does not include litigation initiated by the City)*

1. ***Charles Peters dba Pioneer Mobile Village v. City of Beaumont et. al.,*** Riv. Co. Sup. Ct. Case No. RIC 1707116 (Court of Appeal affirmed the trial court's order dismissing the City and denied Peters' Petition for Re-hearing)

2. ***Ezekwesili Iloputaife, et. al. v. City of Beaumont et. al.,*** EDCV 21-1452-JWH(AGR) (Pleading)

3. ***Ezekwesili Iloputaife, et. al. v. City of Beaumont et. al.,*** Riv. Co. Sup. Ct. Case No. 2105069 (Pleading)

Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE May 3, 2022

SUBJECT: Update on Weaver Mortuary

Background and Analysis:

On February 23, 2022, City staff received a complaint of noise coming from refrigerator containers on the Weaver Mortuary property. Upon inspection of the complaint, staff observed two refrigerator containers behind the mortuary building, connected to temporary electrical power. On March 1, 2022, the Community Enhancement Officer made contact with representatives from Weaver Mortuary and advised them to contact the Planning Department.

On March 2, 2022, staff and the representative from Weaver Mortuary discussed the issue. The mortuary representative advised that they handle cremation for all of their mortuaries and anticipated having the refrigerated containers on site for a few more months. Also on March 2, 2022, Code Enforcement staff took an informal decibel reading (using an iphone app) of the noise at the location and based on that reading, the noise was in violation of the Beaumont Municipal Code. Staff took the measurement to get an idea of what the decibel level was but did not issue a citation based on this reading as the iphone app is not considered verifiable or calibrated for meter reading.

On March 3, 2022, staff was contacted by a representative from Weaver Mortuary who was apologetic and stated they are willing to comply with permits and fees as required to remedy the situation. Staff advised of the concern with noise, trash and refrigerated containers. On March 4, 2022, staff reached out to the Interim Building Official regarding concern that the containers were connected through temporary power. The Interim Building Official advised if the containers were going to be on-site for any length of time, they should be connected to a permanent power source. Staff subsequently made contact with representatives from Weaver Mortuary via phone and advised them of the need to establish permanent power if the containers were going to be in use. At that time, the mortuary representatives advised staff, that one of the containers would be removed leaving only one remaining and they would have their contractor contact

Building and Safety to file for and obtain a permit for establishing a permanent power source.

On March 23, 2022, staff received additional email correspondence via email alleging violation of the Conditional Use Permit (CUP) for Weaver Mortuary. Staff located the CUP in the archives and reviewed but found no violation of conditions. The municipal code is silent on the use of “containers” for storage or other purposes. Beaumont Municipal Code Chapter 8.32.200 Internal Combustion Engines states the following:

Any stationary internal combustion engine used, run, or otherwise operated within 300 feet of any private residence, rooming or lodging house without first obtaining the consent of all persons residing within such distance is declared a public nuisance, provided that such consent shall be unnecessary if the exhaust and noise there from is muffled so as to prevent the emission of any excessive soot, smoke or noise. This Section shall not apply to the use of generators during public emergencies.

To the best of staff’s knowledge, the containers were brought onsite during the COVID-19 pandemic and have remained. The pandemic emergency declaration is still in effect in the City and thus precludes staff from issuing a citation for this section of the code. A copy of the original staff report and conditions of approval are included as Attachment A to this report.

On March 31 and again on April 27, 2022, staff reached out to AQMD to obtain cremation permit information. AQMD staff advised the permit for cremation at Weaver Mortuary is limited to 60,000 pounds per month. Records must be kept and made available to the AQMD inspectors upon request. AQMD has no record of any violations of this permit by the mortuary.

Also on March 31, 2022, staff opened a formal code case and sent a courtesy notice to Weaver Mortuary advising a permanent power source would be needed and requesting a sound barrier be constructed to reduce the noise level emitting from the remaining refrigerator container as no formal permit application had been filed.

On April 6, 2022, staff received pictures of trash behind the mortuary facility and additional complaints about the noise from a resident. We advised the resident one trailer would be removed and a notice had been issued to address the remaining issues. On April 20, 2022, staff spoke with the contractor and provided the information needed to file for plan check.

Staff continues to have correspondence with the contractor addressing the issues on site at Weaver Mortuary as well as with the resident who provided the complaint.

Fiscal Impact:

Staff time responding to complaints, researching, and preparing this report is approximately $1,500.

Recommended Action:

Receive and file.

Attachments:

A. Weaver Mortuary 96-CUP-03

Agenda Item No. 4

- Coop Services Plan check
- Bring Back Striping Plan,
- And Bike lane

STAFF REPORT

TO: Planning Commissioners

FROM: Ernest Egger, AICP, REA, Director of Planning EE
David W. Dillon, Economic Development Director

AGENDA DATE: November 19, 1996

SUBJECT: **Weaver Mortuary, Conditional Use Permit No. 96-CUP-2 and Negative Declaration No. 96-ND-7, Southwest corner of Beaumont Avenue and 12th Street. Applicant: Lew F. Weaver.**

****

BACKGROUND:

~~Mr. Lew Weaver~~ The applicant is proposing to develop a new 24,338 square foot full service mortuary at the southwest corner of Beaumont Avenue and 12th Street. The proposed facility would utilize a 1.66 acre site which is comprised of several parcels and portions of four lots which front on Euclid Avenue to the west, for which lot line adjustments will be processed. The site currently contains three residential structures which will be removed. The current Weaver Mortuary will be relocated to this new site. Plans for the current facility are unknown at this time. – 15' Encroachment

The subject site consists of a total area of 1.6 acres. Current street improvements are limited principally to fully widened roadways with curb and gutter on Beaumont Avenue. Surrounding land uses include single-family residential to the south and west, and commercial uses to the north and east.

The subject site is currently designated Neighborhood Commercial 2.1 in the General Plan, and is zoned for C-N (Neighborhood Commercial). The subject use is permitted in this zoning classification with the approval of a conditional use permit by the Planning Commission.

ANALYSIS:

The proposed 24,338 square foot facility will be primarily a two-story structure, tapered to a lower profile single story character around the perimeters of the building. Exterior finishes will consist of concrete tile "multi-colored blend" roof of a reddish hue, and cement plaster walls with earth-toned colors. The general character of the architecture is in keeping with what staff would consider to be appropriate for the northerly Beaumont Avenue corridor, being more in keeping with a office/professional and institutional character, rather than retail. The building elevations will be

presented by staff at the Commission meeting on November 19.

The nature of the site design and layout is indicative of the specific use - a full service funeral home. While a minimum 24-foot driveway is provided around the perimeter of the site and conventional employee and vendor parking areas are provided on the south of the building, the remaining site areas are configured for parking and circulation by funeral processions. Driveway access is provided via two driveways from Beaumont Avenue and a single driveway from 12th Street. The proposed conditions of approval will require that the Beaumont Avenue driveway closest to 12th Street will be limited to right-turn in and out movements only.

The quantity and nature of parking provided, to the degree addressed for this type of use by the Municipal Code, is adequate. Requirements for the funeral procession parking areas are not addressed in the Code, however what is provided appears appropriate and adequate. Minor conditions are recommended for the parking areas and for the driveway which parallels Beaumont Avenue, providing for parallel parking. This driveway will need to be marked for one-way circulation.

Landscaped areas are shown for the street frontages, parking areas and interior property lines to the degree that such interior areas will be visible from the adjoining streets. The materials proposed in the conceptual plan are acceptable to staff. Final landscape and irrigation plans will need to be submitted for staff approval.

From a site grading perspective, the site will be raised along the southwesterly portions to facilitate drainage to the adjoining streets. A retaining wall is proposed along portions of the southerly and westerly property lines, with a height of 5-6 feet, with a guardrail to be mounted on top of the wall. The conditions of approval will require that the applicant obtain the necessary lot line adjustment from affected parcels, and written verification that the adjacent owners agree to the grade differential and fencing plan being created by this proposal.

The interior elements of the project include a chapel with a seating capacity of 144, various offices, meeting rooms, work rooms, "slumber rooms" and a crematorium. The crematorium will be subject to the issuance of permits from the South Coast Air Quality Management District. The proposal also provides for a residential unit inside the building, a customary feature for a mortuary.

From an overall perspective, the proposed use is appropriate for this corner, and the project will be beneficial by putting a underutilized and nonconforming site into productive use, with an attractive and economically positive project, consistent with the goals of the City's Redevelopment Plan.

From the standpoint of the California Environmental Quality Act, staff has performed an Initial Study which finds that the project will not have a significant impact on the environment, thus warranting

adoption of a Negative Declaration. The site is highly disturbed, and traffic generation is limited to an average of 30-40 cars per day, or 100-200 on days on which funerals are held.
trips

FINDINGS:

1) The proposed use is consistent with the General Plan and Redevelopment Plan.

2) The proposed project is consistent with the provisions of Title 17 of the Beaumont Municipal Code.

3) The proposed project will not result in adverse effects on the environment, and adoption of a Negative Declaration pursuant to the California Environmental Quality Act is warranted.

4) The proposed project is consistent and compatible with adjoining and surrounding land uses and, with the proposed conditions of approval, will be accommodated by the existing vehicular circulation system in the vicinity.

5) The proposed use will not be detrimental to the health, safety or general welfare of the community.

RECOMMENDATION:

Staff recommends that the Planning Commission adopt Negative Declaration No. 96-ND-7 and approve Conditional Use Permit No. 96-CUP-2, subject to the attached conditions of approval.

The applicant has requested a change to the COA's 3.19 - delete the last sentence referring parking spaces and Delete 5.7 - performance bond for landscaping

Agenda

Beaumont Planning Commission

Special Meeting of

November 19, 1996

Meeting called to Order at 6:00 p.m.

Roll Call: Commissioner DePalatis___, Moreno___, Salinas____, Frisch ____, and Commissioner De Forge___.

Affidavit of Posting.

Pledge of Allegiance to the Flag.

---

1. Approval of Minutes for the Planning Commission Meeting of October 1, 1996.

2. Oral Communication.

   Anyone wishing to address the Commission on any matter not on the agenda of this meeting may do so now. Anyone wishing to speak on an item on this agenda may do so at the time the Commission considers that item. **All persons wishing to speak should fill out a "Request to Speak Form" and give it to the Secretary at the beginning of the meeting.** The forms are available on the railing at the front of the Council Chambers.

3. Director's Report.

Public Hearings:

4. **Conditional Use Permit No. 96-CUP-3 and Negative Declaration No. 96-ND-7,** consideration of a request to establish and operate a mortuary on a 1.66 acre site located at the southwest corner of Beaumont Avenue and 12th Street. The subject site currently contains a total of three residential structures, which will be removed as part of the project. The proposal envisions development of a 24,338 square foot, two story building with ancillary parking and driveway areas. The adoption of a Negative Declaration pursuant to the California Environmental Quality Act will also be considered. **Applicant: Lew Weaver.**

   Motion Seconded Ayes Noes Abs.

   Meeting Adjourned at_____p.m.

Agenda Item No. 1

MINUTES OF

BEAUMONT PLANNING COMMISSION

FOR OCTOBER 1, 1996

The meeting was called to Order at 6:05 p.m.

Those present were: Chairman DePalatis, Commissioners DeForge, Frisch, Moreno and Salinas.

Affidavit of Posting was read and the Pledge of Allegiance to the Flag was observed.

---

1. **Approval of Minutes for the Planning Commission Meeting of August 6, 1996.**

   A motion was offered by Commissioner Moreno, seconded by Commissioner Frisch, to approve the Minutes for August 6, 1996. All in favor, motion carried 5-0.

2. **Oral Communications: None.**

3. **Director's Report. Planning Director Ernie Egger reported to the Commission that Burger King is well under construction. Also, Dura Plastic is doing an expansion which involves the abandonment of a portion of Magnolia and a piece of 3rd Street. This expansion would probably entail adding about 150 employees and is going hand in hand with the railspur that is being developed under a federal grant.**

   Public Hearings:

4. **Considered at this time was Public Use Permit No. 96-PUP-2, to establish and operate a church from an existing facility at 419 Olive Avenue. Planning Director Ernie Egger presented the staff report, a copy of which is on file in the Planning Department.**

   Chairman DePalatis opened the public hearing at 6:12 p.m., asking for proponents/opponents from the audience wishing to speak.

   Mr. Romo speaking from the audience stated the congregation is around 40 people.

   Chairman DePalatis closed the public hearing at 6:14 p.m., turning the matter back to the Commission for discussion.

Agenda Item No. 1

A motion was offered by Commissioner Salinas, seconded by Commissioner Frisch, for approval, based on the findings and subject to the conditions of approval with the following roll call vote:

AYES:	**Chairman DePalatis, Commissioners DeForge, Frisch, Moreno and Salinas.**
NOES:	**None.**
ABSTAIN:	**None.**
ABSENT:	**None.**

5. Considered at this time was Sign Permit No. 96-SNP-8 and Minor Variance No. 96-MV-4, to erect an 80-foot high, 144 square foot, pole sign for Burger King restaurant at 1695 Sixth Street. Planning Director Ernie Egger presented the staff report, a copy of which is on file in the Planning Department. Mr. Egger also commented that the location of this sign would have a Highland Springs Avenue frontage.

Chairman DePalatis opened the public hearing at 6:25 p.m., asking for proponents/opponents from the audience wishing to speak. There being none, he closed the public hearing at 6:25 p.m., turning the matter back to the Commission for discussin.

A motion was offered by Commissioner Moreno, seconded by Commissioner DeForge, for approval of Sign Permit No. 96-SNP-8 and Minor Variance No. 96-MV-4, with staff exploring the possibility of moving the sign to the rear of the property. Motion carried with the following roll call vote:

AYES:	**Chairman DePalatis, Commissioners DeForge, Frisch, Moreno and Salinas.**
NOES:	**None.**
ABSTAIN:	**None.**
ABSENT:	**None.**

There being no further items on the agenda for discussion, Chairman DePalatis adjourned the meeting at 6:30 p.m.

Respectfully submitted,

Cherry N. Taylor

Cherry N. Taylor
City Clerk

CUP
Wea

City of Beaumont

550 East Sixth Street
Beaumont, CA 92223
(909) 769-8520
FAX (909) 769-8525
FAX (909) 769-8526

Transmittal

TO: Lew Weaver
Weaver Mortuary
690 Euclid Avenue
Beaumont, CA 92223

DATE: February 4, 1997

FROM: Deepak Moorjani, P.E.

THE FOLLOWING ITEM(S) ARE BEING SENT TO YOU:

Copy of transmittal sent to A.J. Frick.

VIA:

Federal Express:	☐	Facsimile:	☐
United Parcel Service:	☐	U.S. Mail:	X

FOR:

Per your request:	☐	For your information:	X
For your review:	☐	For your records:	☐
For your action:	☐	For your approval:	☐
For your signature:	☐	Other:	☐

CUP

Item 16.

City of Beaumont

550 East Sixth Street
Beaumont, CA 92223
(909) 769-8520
FAX (909) 769-8525
FAX (909) 769-8526

Transmittal

TO: A.J. Frick
774 Washington Avenue
San Jacinto, CA 92583

DATE: February 4, 1997

FROM: Deepak Moorjani, P.E.

THE FOLLOWING ITEM(S) ARE BEING SENT TO YOU:

1. General notes for your use on the Weaver project.

VIA:

Federal Express:	☐	Facsimile:	☐
United Parcel Service:	☐	U.S. Mail:	☒

FOR:

Per your request:	☒	For your information:	☐
For your review:	☐	For your records:	☐
For your action:	☐	For your approval:	☐
For your signature:	☐	Other:	☐

GENERAL NOTES:

1. All work shall be done in accordance with the detail drawings of Riverside County Road Improvement Standards (1990 Ed.) and those portions of the accompanying specifications applying directly to said detail drawings, the Standard Specifications for Public Works Construction (1994 Ed.) published by the American Public Works Association.

2. All sewer manholes shall be constructed as per Riverside County Standard Drawings 604, 605, 606 and 607, unless otherwise noted.

3. A construction permit shall be obtained from the City of Beaumont prior to beginning work. Copies of all surveyor's cut sheets shall be provided to City.

4. No existing street shall be closed to traffic without prior permission from the City Engineer.

5. The contractor shall protect, preserve, and repair any damage to all roadway and utility facilities.

6. Prior to construction of sewer, contractor shall expose existing sewer and verify its existing elevation and location.

7. Contractor has the option to install PVC or VCP sewers, except where specifically designated on plans. PVC sewers shall be high strengths (type C900 or approved equal).

8. All sewer pipe elevations refer to the flowline invert elevation.

9. Sewer mains may be laid through the manholes and used as a form for the invert.

10. All stations shown are centerline stations.

11. All pipezone bedding and trench backfill are to be per Eastern Municipal Water District Standard Drawing 157, 158, & 159.

12. Required separation of water and sewer mains and laterals shall be strictly adhered to. Installation shall comply with California Department of Health Regulations.

13. The locations of underground utility lines are shown on these plans. The contractor is to notify all utility and irrigation companies prior to work or excavation to determine exact locations.

14. All manhole, water valve, and similar covers shall be adjusted to final grade after completion of asphalt pavement.

15. After all underground utilities are in place, after all compaction work is complete, and

after all initial flushing of sewer pipes, a low pressure air test shall be conducted by the contractor.

16. Final flushing and cleaning of sewers shall be done after adjusting manholes and clean out covers to final grade.

17. In no case shall the existing sewer system be entered until all testing, cleaning and final inspection is completed. No flushing water or debris shall be allowed to enter the existing system.

18. All trench backfill shall be compacted in accordance with the Standard Specifications for Public Works Construction Sec. 306-1.3.4. All compaction testing shall be performed by a soils engineer approved by the City. A report of all compaction testing shall be provided to the City Engineer upon completion of all work or upon request during the work.

19. The street subgrade shall be compacted in accordance with the Standard Specifications for Public Works Construction Sec. 301-1.3. The base and subgrade shall be compacted to 95% relative compaction and subject to inspection prior to A.C. paving.

20. It shall be the responsibility of the contractor to install and maintain all construction, regulatory, guide and warning signs within the project limits and its surroundings and to provide safe passage for the traveling public and workers until the final completion and acceptance of the project by the City.

21. Traffic diversion, lane closure and signing shall be in conformance with applicable drawings of the Standard Plans of the State of California, Department of Transportation, July, 1995 Edition. Watch Manual and current Cal-OSHA requirements.

22. Excavation trenches earthwork shall comply with Title 8 California Code of Regulations per Cal-OSHA.

23. Shoring for excavations greater than 20 feet shall be designed by a registered professional engineer-State of California.

24. Contractor shall pothole to determine field locations of existing sewer laterals prior to abandonment & connection into new sewer. Provide infomation to the engineer.

25. Existing sewer lines shall remain operational until proposed sewer is completed and accepted by the engineer.

26. Thereafter the sewer line shall be plugged, crushed in placed, or cement slurried as approved by City Engineer.

NOTES TO CONTRACTOR:

1. The existence and location of any underground utility pipes or structures shown on these plans are obtained by a search of available records, to the best of our knowledge there are no existing utilities except as shown on these plans. The contractor is required to take due precautionary measures to protect the utility lines and any other lines not of record or not shown on these plans.

2. Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify and hold the City harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the engineer.

NOTIFICATION

The contractor shall notify Underground Service Alert (U.S.A.) at 1-800-422-4133 at least two working days prior to starting work, and contact the following utilities:

1. City of Beaumont (909) 769-8520
2. Beaumont-Cherry Valley Water District (909) 845-9581
3. Southern California Gas Company (U.S.A.) (800) 422-4133
4. Southern California Edison Company (U.S.A.) (800) 422-4133
5. General Telephone (U.S.A.) (800) 422-4133
6. Inland Valley Cable (909) 787-2031
7. Southern Pacific Telecom (800) 283-4237

Initial Study and Negative Declaration

Title of Proposal: Conditional Use Permit No. 96-CUP-3, Weaver Mortuary, Southwest Corner of Beaumont Avenue and 12th Street

Date Initial Study Submitted: October 25, 1996

Agency Requiring Initial Study: City of Beaumont

Agency Address: 550 East Sixth Street

City/State/Zip: Beaumont, CA 92223

Agency Contact: Ernest A. Egger, AICP, REA Phone: (909)769-8520

DETERMINATION

On the basis of this initial evaluation:

a) I find that the proposed project *could not* have a significant effect on the environment, and

A NEGATIVE DECLARATION will be prepared ..... ☒

b) I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project.

A NEGATIVE DECLARATION will be prepared ..... ☐

c) I find the proposed project *may* have a significant effect on the environment, and

An ENVIRONMENTAL IMPACT REPORT is required ..... ☐

	Ernest A. Egger, AICP, REA
Signature	Print Name
City of Beaumont	October 25, 1996
For	Date

INITIAL STUDY / NEGATIVE DECLARATION
VESTING TENTATIVE TRACT NO. 28348

The proposed project involves development of a 1.66 acre site for a mortuary facility, on a site located at the southwest corner of Beaumont Avenue and 12th Street in Beaumont.

This document is an Initial Study pursuant to the provisions of the California Environmental Quality Act (CEQA), and is organized as follows:

	Title Sheet/Determination
I.	Project Description
II.	Environmental Significance Checklist
III.	Discussion of Environmental Evaluation
IV.	Proposed Negative Declaration

The finding of this Initial Study is that the project will not have a significant impact on the environment.

This Initial Study has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA) and the State Guidelines for the implementation of CEQA. The purpose of this analysis is to determine whether or not the proposed project may have a significant effect on the environment.

If, based upon the information presented in this study, it is determined by the Beaumont Planning Commission that the project will not have any significant impacts or that such impacts can be mitigated, a Negative Declaration will be issued. If it is determined that the proposed project may have a significant environmental impact that cannot be adequately mitigated, the lead agency will require the preparation of an Environmental Impact Report (EIR).

I. PROJECT DESCRIPTION

The project entails the development of a mortuary on a 1.66 acre site, located on the southwest corner of Beaumont Avenue and 12th Street.

The current General Plan designation for the site is Neighborhood Commercial, while the existing Zoning Designation as Neighborhood Commercial (C-N).

The project involves development of a full-service mortuary facility, on a site located in the Beaumont Avenue Commercial Corridor. Existing land uses in the area include single-family residential to the south and west, and commercial uses to the north and east.

The proposed facility would be 24,338 square foot structure with two-story elements. The floor plan for the structure indicates a chapel with a seating capacity of 144, various offices, meeting rooms, work rooms, "slumber rooms" and crematorium. The proposal also calls for living quarters as part of the project. Access to the site would be from two driveway accesses along Beaumont Avenue and a single access drive from 12th Street. On-site circulation provides for a full 24-foot driveway around the perimeter of the site, employee and visitor parking along the south side of the building, and parallel parking rows for funeral processions on the north side of the building.

The site is highly disturbed, and vegetation is limited to introduced weeds and grasses. No native vegetation or significant stands of trees exist on the site. Three residential structures, which are to be removed, exist on the property.

II. ENVIRONMENTAL SIGNIFICANCE CHECKLIST

This checklist was used to identify physical, biological, social and economic factors which might be impacted by the proposed project. In many cases, the background studies performed in connection with this project clearly indicate the project will not affect a particular item. A "NO" answer in the first column documents this determination. Where there is a need to clarifying discussion, an asterisk is shown next to the answer. The discussion is in the section following the checklist.

		Yes or No	If yes, is it signifi-cant? No, Yes, or *
PHYSICAL. Will the proposal either directly or indirectly:			
1	Change the topography or ground surface relief features?	Yes	No*
2	Destroy, cover, or modify any unique geologic or physical features?	No	
3	Result in unstable earth surfaces or exposure of people or property to geologic hazards?	No	
4	Result in or be affected by soil erosion or siltation (whether by water or wind)?	No	*
5	Result in the increased use of fuel or energy in large amounts or in a wasteful manner?	No	
6	Result in an increase in the rate of use of any natural resource?	No	
7	Result in the substantial depletion of any nonrenewable resource?	No	
8	Violate any published Federal, State, or local standards pertaining to solid waste or litter control?	No	
9	Modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake?	No	
10	Encroach upon a floodplain or result in or be affected by floodwaters or tidal waves?	No	
11	Adversely affect the quantity or quality of surface water, ground water, or public water supply?	No	

*See following section: Discussion of Environmental Evaluation and Mitigation Measures

		Yes or No	If yes, is it significant? No, Yes, or *
PHYSICAL. Will the proposal either directly or indirectly: (cont.)			
12	Result in the use of water in large amounts or in a wasteful manner?	No	
13	Affect wetlands or riparian vegetation?	No	
14	Violate or be inconsistent with Federal, State, or local water quality standards?	No	
15	Result in changes in air movement, moisture, or temperature, or any climatic conditions?	No	
16	Result in an increase in air pollutant emissions, or adverse effects on or deterioration of ambient air quality?	No	*
17	Result in the creation of objectionable odors?	No	
18	Violate or be inconsistent with Federal, State or local air standards or control plans?	No	
19	Result in an increase in noise levels or vibration for adjoining areas?	No	
20	Violate or be inconsistent with Federal design noise standards?	No	
21	Produce new light, glare, or shadows?	Yes	No*
BIOLOGICAL. Will the proposal result in (either directly or indirectly):			
22	Change in the diversity of species or number of any species of plants (including trees, shrubs, grass, microflora, and aquatic plants)?	No	
23	Reduction of the numbers of or encroachment upon the critical habitat of any unique, rare, or endangered species or plants?	No	
24	Introduction of new species of plants into an area, or result in a barrier to the normal replenishment of existing species?	Yes	No*

*See following section: Discussion of Environmental Evaluation and Mitigation Measures.

		Yes or No	If yes, is it significant? No, Yes, or *
BIOLOGICAL. Will the proposal result in (either directly of indirectly): (cont.)			
25	Reduction in acreage of any agricultural crop or commercial timber stand?	No	
26	Removal or deterioration of existing fish or wildlife habitat?	No	
27	Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms, insects or microfauna)?	No	
28	Reduction of the numbers of or encroachment upon the critical habitat of any unique, rare or endangered species of animals?	No	
29	Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals?	No	
SOCIAL AND ECONOMIC. Will the proposal directly or indirectly:			
30	Cause disruption of orderly planned development?	No	
31	Be inconsistent with any elements of adopted community plans, policies, or goals, the Governor's Urban Strategy or the Presidents National Urban Policy (if NEPA project)?	No	
32	Affect the location, distribution, density, or growth rate of the human population of an area?	No	
33	Affect life-styles, or neighborhood character or stability?	No	
34	Affect minority or other specific interest groups?	No	
35	Divide or disrupt an established community?	No	
36	Affect existing housing, require the displacement of people or create a demand for additional housing?	No	

*See following section: Discussion of Environmental Evaluation and Mitigation Measures.

		Yes or No	If yes, is it significant? No, Yes, or *
SOCIAL AND ECONOMIC. Will the proposal directly or indirectly: (cont.)			
37	Affect employment, industry or commerce, or require the displacement of businesses or farms?	Yes	No*
38	Affect property values or the local tax base?	Yes	No*
39	Affect any community facilities (including medical, educational, scientific, recreational, or religious institutions, ceremonial sites or sacred shrines)?	No	
40	Affect public utilities, police, fire, emergency or other public services?	Yes	No*
41	Have substantial impact on existing transportation systems or alter present patterns of circulation or movement of people and/or goods?	No	
42	Affect vehicular movements or generate additional traffic?	Yes	No*
43	Affect or be affected by existing parking facilities or result in a demand for new parking?	No	
44	Involve a substantial risk of an explosion or the release of hazardous substances in the event of an accident or upset condition?	No	
45	Result in alterations to waterborne, rail or air traffic?	No	
46	Affect public health, expose people to potential health hazards, or create a real or potential health hazard?	No	
47	Affect any significant archaeological or historic site, structure, object or building?	No	
48	Affect natural landmarks or man-made resources?	No	
49	Affect any scenic vistas or view open to the public, or creation of an aesthetically offensive site open to public view?	No	
50	Result in substantial impacts associated with construction activities (e.g., noise, dust, temporary drainage, traffic detours and temporary access, etc.)?	Yes	No*

*See following section: Discussion of Environmental Evaluation and Mitigation Measures.

		Yes or No	If yes, is it significant? No, Yes, or *
MANDATORY FINDINGS OF SIGNIFICANCE			
51	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate important examples of the major periods of California history or prehistory?	No	
52	Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)	No	
53	Does the project have environmental effects which are individually limited, but cumulatively considerable? Cumulatively considerable means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. It includes the effects of other projects which interact with this project and, together, are considerable.	No	
54	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	No	

*See following section: Discussion of Environmental Evaluation and Mitigation Measures.

III. DISCUSSION OF ENVIRONMENTAL EVALUATION AND MITIGATION MEASURES:

This section explains and discusses those items indicated in the Environmental Significance Checklist, which have an asterisk (*) beside the YES or NO column. Each item is numbered to correspond to the numbered question in the checklist.

PHYSICAL. Will the proposal (either directly or indirectly):)

1. Change the topography or ground surface relief features? (Yes/No*)

The elevation of the site will be raised to a minor degree and a total of 10,000 to 12,000 cubic yards of grading is proposed. The project will involve minor grading to facilitate level building sites for the proposed use. No significant impacts are anticipated.

4. Result in or be affected by soil erosion or siltation (whether by water or wind)? (No/*)

The grading of the site will result in the potential for soil erosion, particularly during the winter rainy season. Adherence to National Pollution Discharge Elimination System (NPDES) requirements for erosion control will preclude any significant impacts.

15. Result in an increase in air pollutant emissions, or adverse effects on or deterioration of ambient air quality? (No/*)

The project will result in minor increases in local traffic, and related vehicular emissions, subsequent to completion. These impacts will not be significant.

21. Produce new light, glare or shadows? (Yes/No*)

Parking lot and security lighting will be introduced to the site. In reviewing detailed plans, the City staff will ensure that light and glare is confined to the subject site and does not adversely affect adjoining residential properties.

BIOLOGICAL. Will the proposal result in either directly or indirectly:

24. Introduction of new species into an area, or result in a barrier to the normal replenishment of existing species? (Yes/No*)

Project implementation will result in the introduction of ornamental landscape species to the site. This impact is, however, insignificant.

SOCIAL AND ECONOMIC. Will the proposal directly or indirectly:

37. Affect employment, industry or commerce, or require the displacement of businesses or farms? (Yes/No*)

The project will beneficially enhance the production of local jobs by increasing the scope of Weaver Mortuary's business. No displacement of existing businesses will occur.

38. Affect property values or the local tax base? (Yes/No*)

The project, in transforming a non-conforming and underutilized site into a fully developed condition, will result in an increase in revenue generation to the City, in the form of property tax and tax increment to the Redevelopment Agency. This is a positive impact.

40. Affect public utilities, police, fire, emergency or other public services? (Yes/No*)

The project will result in a minor increase in the need for public safety services. This impact is insignificant.

42. Affect vehicular movements or generate additional traffic? (Yes/No*)

The project will result in minor increases in local traffic. The impacts were considered in the adoption of the General Plan Land Use and Circulation Elements and are insignificant. Normal daily traffic will consist of 30 to 40 vehicle trips per day, with approximately 100 to 200 vehicular trips per day when funerals are held.

50. Result in substantial impacts associated with construction activities (e.g., noise, dust, temporary drainage, traffic detours and temporary access, etc.)? (Yes/No*)

The project will result in minor construction related impacts, such as noise, dust and traffic diversions, however these will only be minor inconveniences to residents and motorists, and related impacts are temporary in nature and are insignificant.

CONCLUSION: Based on the Initial Study, it is determined that the proposed project will not have an adverse effect on the environment and a de minimis finding may be made.

NEGATIVE DECLARATION
CITY OF BEAUMONT

Name of Project: Conditional Use Permit No. 96-CUP-3 (Weaver Mortuary)

Location: Southwest corner of Beaumont Avenue and 12th Street, Beaumont, California

Entity or Person Undertaking the Project: Weaver Mortuary

Project Description: Development of a 24,338 square foot mortuary building on a 1.66 acre site.

Finding: The project will not have an adverse impact on the environment and, with respect to fish and game resources, a de minimis finding is hereby made.

Initial Study: An initial study of this project was undertaken and prepared in accordance with the City's local environmental guidelines for the purpose of ascertaining whether this project might have a significant effect on the environment. A copy of such Initial Study is attached hereto and by reference incorporated herein. Such Initial Study documents reasons to support the above finding.

Mitigation Measures: None

Date:_____ _____

CUP
Wea

City of Beaumont

550 East Sixth Street
Beaumont, CA 92223
(909) 769-8520
FAX (909) 769-8525
FAX (909) 769-8526

Transmittal

TO: A.J. Frick
774 Washington Avenue
San Jacinto, CA 92583

DATE: February 4, 1997

FROM: Deepak Moorjani, P.E.

THE FOLLOWING ITEM(S) ARE BEING SENT TO YOU:

1. General notes for your use on the Weaver project.

VIA:

Federal Express:	☐	Facsimile:	☐
United Parcel Service:	☐	U.S. Mail:	☒

FOR:

Per your request:	☒	For your information:	☐
For your review:	☐	For your records:	☐
For your action:	☐	For your approval:	☐
For your signature:	☐	Other:	☐

GENERAL NOTES:

1. All work shall be done in accordance with the detail drawings of Riverside County Road Improvement Standards (1990 Ed.) and those portions of the accompanying specifications applying directly to said detail drawings, the Standard Specifications for Public Works Construction (1994 Ed.) published by the American Public Works Association.

2. All sewer manholes shall be constructed as per Riverside County Standard Drawings 604, 605, 606 and 607, unless otherwise noted.

3. A construction permit shall be obtained from the City of Beaumont prior to beginning work. Copies of all surveyor's cut sheets shall be provided to City.

4. No existing street shall be closed to traffic without prior permission from the City Engineer.

5. The contractor shall protect, preserve, and repair any damage to all roadway and utility facilities.

6. Prior to construction of sewer, contractor shall expose existing sewer and verify its existing elevation and location.

7. Contractor has the option to install PVC or VCP sewers, except where specifically designated on plans. PVC sewers shall be high strengths (type C900 or approved equal).

8. All sewer pipe elevations refer to the flowline invert elevation.

9. Sewer mains may be laid through the manholes and used as a form for the invert.

10. All stations shown are centerline stations.

11. All pipezone bedding and trench backfill are to be per Eastern Municipal Water District Standard Drawing 157, 158, & 159.

12. Required separation of water and sewer mains and laterals shall be strictly adhered to. Installation shall comply with California Department of Health Regulations.

13. The locations of underground utility lines are shown on these plans. The contractor is to notify all utility and irrigation companies prior to work or excavation to determine exact locations.

14. All manhole, water valve, and similar covers shall be adjusted to final grade after completion of asphalt pavement.

15. After all underground utilities are in place, after all compaction work is complete, and

after all initial flushing of sewer pipes, a low pressure air test shall be conducted by the contractor.

16. Final flushing and cleaning of sewers shall be done after adjusting manholes and clean out covers to final grade.

17. In no case shall the existing sewer system be entered until all testing, cleaning and final inspection is completed. No flushing water or debris shall be allowed to enter the existing system.

18. All trench backfill shall be compacted in accordance with the Standard Specifications for Public Works Construction Sec. 306-1.3.4. All compaction testing shall be performed by a soils engineer approved by the City. A report of all compaction testing shall be provided to the City Engineer upon completion of all work or upon request during the work.

19. The street subgrade shall be compacted in accordance with the Standard Specifications for Public Works Construction Sec. 301-1.3. The base and subgrade shall be compacted to 95% relative compaction and subject to inspection prior to A.C. paving.

20. It shall be the responsibility of the contractor to install and maintain all construction, regulatory, guide and warning signs within the project limits and its surroundings and to provide safe passage for the traveling public and workers until the final completion and acceptance of the project by the City.

21. Traffic diversion, lane closure and signing shall be in conformance with applicable drawings of the Standard Plans of the State of California, Department of Transportation, July, 1995 Edition. Watch Manual and current Cal-OSHA requirements.

22. Excavation trenches earthwork shall comply with Title 8 California Code of Regulations per Cal-OSHA.

23. Shoring for excavations greater than 20 feet shall be designed by a registered professional engineer-State of California.

24. Contractor shall pothole to determine field locations of existing sewer laterals prior to abandonment & connection into new sewer. Provide infomation to the engineer.

25. Existing sewer lines shall remain operational until proposed sewer is completed and accepted by the engineer.

26. Thereafter the sewer line shall be plugged, crushed in placed, or cement slurried as approved by City Engineer.

NOTES TO CONTRACTOR:

1. The existence and location of any underground utility pipes or structures shown on these plans are obtained by a search of available records, to the best of our knowledge there are no existing utilities except as shown on these plans. The contractor is required to take due precautionary measures to protect the utility lines and any other lines not of record or not shown on these plans.

2. Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify and hold the City harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the engineer.

NOTIFICATION

The contractor shall notify Underground Service Alert (U.S.A.) at 1-800-422-4133 at least two working days prior to starting work, and contact the following utilities:

1. City of Beaumont (909) 769-8520
2. Beaumont-Cherry Valley Water District (909) 845-9581
3. Southern California Gas Company (U.S.A.) (800) 422-4133
4. Southern California Edison Company (U.S.A.) (800) 422-4133
5. General Telephone (U.S.A.) (800) 422-4133
6. Inland Valley Cable (909) 787-2031
7. Southern Pacific Telecom (800) 283-4237

City of Beaumont

550 East Sixth Street
Beaumont, CA 92223
(909) 769-8520
FAX (909) 769-8525
FAX (909) 769-8526

November 13, 1996

Ernie Egger, Planning Director

RE: Plot Plan No. 96-CUP-3
Weaver Mortuary Conditions of Approval

Dear Ernie:

Thank you for your transmittal of the above referenced project. Please find the following recommended conditions to be incorporated into the conditions of approval.

SECTION ONE - GENERAL

1.10 The project improvement plans and specifications shall conform to the requirements of the City Standards on file with the City Clerk unless otherwise approved by the Public Works Director.

1.20 Improvement plans and specifications shall be prepared by a competent California licensed civil engineer. All required plans shall be drawn in ink at appropriate scales on City standard mylars obtained from the Public Works Director at the established fee per sheet.

1.21 Plans Required:

The following improvement plans shall be prepared ~~on AUTOCAD format~~ as approved by the City Public Works Director. Amended by PC

A. Streets-Plan/Profile at 1"=40' (Hor), 1"=4' (Vert.), plus Title/Index/Detail/Striping Sheets.

B. Sewer - Plan/Profile at 1"=40' (Hor.), 1"=8' (Vert.), plus Title/Index/Detail Sheets.

C. Water - To the requirements of the Beaumont-Cherry Valley Water District. Plans shall be reviewed for approval by the City Public Works Director after all other agencies have signed. The City requires a set of mylars of this plan for its records.

D. Rough Grading at minimum scale of 1"=40'; and Precise Grading/Plot Plan at minimum scale 1"=30'.

E. Landscape/Irrigation - Plan at minimum scale 1"=40'.

F. Electrical - Street Lighting Plan at minimum 1"=40'.

E. Composite Underground Utility Plan - At 1"=40' showing all curbs, sewer, water, and storm drains with valves, utility vaults, manholes and service connections. Gas, electric, telephone and CATV shall be shown schematically based on plans prepared by utility agencies.

H. Record Drawings - "As-Built" plans of all public improvements shall be prepared at the above referenced scales.

1.22 Reports Required.

A. A Preliminary Title Report accompanied by copies of all recorded documents cited therein shall be submitted to the Public Works Director for review along with the first submittal of improvement plans for checking.

B. A Preliminary Soils Report prepared by a competent California licensed geotechnical engineer or civic engineer skilled in soils/foundation investigations shall be submitted for review and approval by the Public Works Director along with the submittal of grading plans.

C. All grading and utility excavations and backfilling, both on-site and off- site, shall be done under the continuous direction of a licensed soils/geotechnical engineer who shall submit reports on progress and test results to the Public Works Director for review and approval. Upon completion of all soils related work, the geotechnical engineer shall submit a final report to the Public Works Director for review and approval, which may require additional tests at the expense of the permittee.

Permits to build structures ~~and loading docks~~ shall not be issued until a soils report has been submitted by the geotechnical engineer and approved by the Public Works Director attesting to the sufficiency of all building pads to sustain proposed foundation loading. Amended

D. A Hydrology/Hydraulics Report for the design of the storm drainage for the project.

E. A survey hard copy plat showing existing and proposed right-of-way, existing and proposed improvements property lines and encumbrances.

SECTION TWO - SEWER IMPROVEMENTS

2.10 Sewer service laterals shall be VCP or approved equal. No use shall be connected to the sewer system until the collection system has been thoroughly cleansed, inspected, tested, and accepted by the Public Works Director. All manhole and clean out covers within paved areas shall be adjusted to finished grades after paving is completed; and such adjustments shall be done in a manner as to prevent entry of silt and/or debris into the sewer system.

SECTION THREE - WATER IMPROVEMENTS

3.10 All water valves and vault covers within paved areas shall be raised to finish surfaces and painted after paving is completed.

3.11 All fire hydrants, air vacs and other above ground water facilities shall be placed outside of sidewalk areas. Water meter boxes and vaults, valve covers, etc. may be placed within sidewalks or paved areas provided such devices are set flush with finished surfaces.

SECTION FOUR - TRAFFIC SAFETY

4.10 Permittee's engineer shall design a street and parking area lighting system to the requirements of the City Public Works Director.

4.11 Street name signs, directional signs and traffic control signs shall be installed as directed by the Public Works Director. Traffic control devices shall be required for construction work for on-site and off-site locations, and shall be shown on a detour plan included in the street improvement plans.

4.12 During construction, temporary traffic control measures and devices may be required as deemed necessary by the Public Works Director at locations within the project and public right-of-way where construction traffic disrupts normal traffic.

Very truly yours,
CITY OF BEAUMONT

Deepak Moorjani, P.E.
Public Works Director

CITY OF BEAUMONT PLANNING DEPARTMENT
CONDITIONS OF APPROVAL

CONDITIONAL USE PERMIT. 96-CUP-3

APN 415-161-001, 002, 007, 023, 026.

EFFECTIVE DATE:

Planning Commission
Approval: November 19, 1996

1. STANDARD CONDITIONS

1.1 The permit for the above referenced plot plan and property consists of Conditions of Approval numbers 1.1 through 1.7, Conditions of Approval 2.1 through 2.4, Conditions of Approval 3.1 through 3.8, Condition of Approval 4.1, Conditions of Approval 5.1 through 5.7, Conditions of Approval 6.1 through 6.2, Conditions of Approval 7.1 through 7.5; and pages 1 through 6, inclusive.

1.2 The use hereby permitted is for a mortuary with 24,388 square feet of enclosed building space known as Weaver's Mortuary.

1.3 The permittee shall defend, indemnify, and hold harmless the City of Beaumont, its agents, officers, consultants and employees from any claims, action, or proceeding against the City of Beaumont or its agents, officers, consultants, or employees to attack, set aside, void, or annul an approval of the City of Beaumont, its advisory agencies, appeal boards, or legislative body concerning Conditional Use Permit No. 96-CUP-3 and Negative Declaration No. 96-ND-7. The City of Beaumont will promptly notify the permittee of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense. If the City fails to promptly notify the permittee of any such claim, action or proceeding or fails to cooperate fully in the defense, the permittee shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Beaumont.

1.4 This approval shall be used within two (2) years of approval date; otherwise, it shall become null and void and of no effect whatsoever. By use is meant the beginning of substantial construction permitted by this approval within the two (2) year period which is thereafter diligently pursued to completion and commencement of uses consistent with the land use entitlement authorized by this permit. Prior to the expiration of the two year period the permittee may request a one (1) year extension of time in which to use this permit. Should the one year extension be obtained and no substantial construction or use of this permit be initiated within three (3) years of the effective date of the issuance of this permit, this permit shall become null and void.

1.5 The development and uses entitled pursuant to the permit shall comply with the Beaumont Municipal Code and all other applicable City of Beaumont ordinances and state and federal codes. The development of the premises shall conform substantially with that as shown on plot plan marked Exhibit A, unless otherwise amended by these conditions of approval.

1.6 All subsequent submittal required by these conditions of approval, including but not limited to grading plans, building plans, landscaping plans, improvement plans or mitigation monitoring plans, shall be subject to the payment of review fees by the permittee as set forth herein.

1.7 As necessary and required, within thirty (30) days of approval by the Planning Commission ten (10) copies of an Amended Per Final Conditions set of the following Exhibits shall be submitted to the Planning Director for review approval.

Exhibit "A" - Plot Plan
Exhibit "B" - Preliminary Building Elevations
Exhibit "C" - Preliminary Floor Plan
Exhibit "D" - Conceptual Landscaping Plan
Exhibit "E" - Preliminary Lighting Plan

2. AGENCY CONDITIONS

All the following conditions shall be satisfied prior to the issuance of occupancy permits.

2.1 Right-of-way improvement shall be provided in accordance with the requirements of the City Director of Public Works.

2.2 Water facilities shall be provided in accordance with the requirements of the Beaumont-Cherry Valley Water District.

2.3 Fire protection shall be provided in accordance with the requirements of the Riverside County Fire Department.

2.4 The approval of South Coast Air Quality Management District shall be required for the crematorium.

3. DEVELOPMENT STANDARD CONDITIONS

All the following conditions shall be satisfied prior to the commencement of any use allowed by this permit:

3.1 Site improvements shall be constructed in accordance with Exhibit A.

3.1.a A minimum of *seventy-eight (78)* spaces shall be provided unless otherwise approved by the Planning Director. The parking area shall be surfaced with asphaltic concrete as approved by the Public Works Director. ~~Parking spaces 15, 16, and 17, as indicated on the Plot Plan, will not be permitted in the existing alley.~~ Deleted by PC

3.1.b A minimum of three (3) handicapped parking spaces shall be provided. Each parking space reserved for the handicapped shall be identified by a permanently affixed reflectorized sign constructed of porcelain on steel, beaded text or equal, displaying the International Symbol of Accessibility. Each sign shall not be smaller than seventy (70) square inches in area and shall be centered at the interior end of the parking space at a minimum height of eighty (80) inches from the bottom of the sign to the parking space finished grade, or centered at a minimum height of thirty-six (36) inches from the parking space finished grade, ground, or sidewalk. A sign shall also be posted in a conspicuous place, at each entrance to the off-street parking facility, not less than seventeen (17) inches by twenty-two (22) inches, clearly and conspicuously stating the following:

> "Unauthorized vehicles not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense."

In addition to the above requirements, the surface of each parking space shall have a surface identification sign duplicating the symbol of accessibility in blue paint of at least three (3) square feet in size.

3.1.c A minimum of one (1) truck loading space shall be provided. The truck loading spaces shall be surfaced with six (6) inches of concrete over a suitable base and shall not be less than 10'w x 35'l x 14'h unless otherwise approved by the Public Works Director.

3.1.d Utilities shall be installed and/or underground as approved by the Public Works Director.

3.2 Final building elevations, colors and materials shall be subject to the approval of the Planning Director.

3.2.a Roof-mounted equipment shall be shielded from ground view. Screening material shall be subject to the approval of the Planning Director.

3.2.b No signs are approved pursuant to this use. Prior to the installation of any on-site advertising or directional signs, a signing plan shall be submitted to and approved by the Planning

Department and as necessary by the Planning Commission, pursuant to the requirements of Title 17 of the Beaumont Municipal Code.

3.3 Street lights and other outdoor lighting shall be provided as approved by the Director of Public Works.

3.4 Any outside lighting shall be hooded and directed so as not to shine directly upon adjoining property or public rights-of-way.

3.5 The northerly driveway accessing Beaumont Avenue shall be limited to right-turn in and out movements. Appropriate directional signage shall be installed to the satisfaction of the Public Works Director.

3.6 The driveway located between the building and Beaumont Avenue shall be marked for one-way circulation only, to the satisfaction of the Public Works Director.

3.7 Any necessary lot line adjustments and sewer easement relocations shall be completed and recorded prior to issuance of grading or building permits as approved by the Director of Public Works.

3.8 The written approval of any property owner adjoining the site which will experience a grade differential shall be obtained and submitted prior to issuance of grading permits.

4. GRADING CONDITIONS

Prior to issuance of GRADING PERMITS, the following conditions shall be satisfied:

4.1 If grading is proposed in excess of fifty cubic yards, the project must comply with the following:

a. A grading permit shall be obtained from the Department of Public Works prior to commencement of any grading.

b. The permittee shall submit five prints of a comprehensive grading plan and erosion control plan along with appropriate improvement plan check fees to the Public Works Department.

5. LANDSCAPING & IRRIGATION CONDITIONS

Prior to the issuance of building permits the following conditions shall be satisfied as approved by the Planning Director:

5.1 Seven (7) copies of Landscaping, and Irrigation Improvement Plans shall be submitted to the Planning Director for approval along with an improvement plan review fee of $250.00. The location, number, genus, species, and container size of the plants shall be shown. Plans shall meet all requirements of Title 17 of the Beaumont Municipal code and as specified herein.

5.2 Drought tolerant and native plant species shall be included on the Landscaping Improvement Plans unless otherwise approved by the Planning Director. Low volume irrigation systems shall be included on the irrigation Improvement Plans.

5.3 Landscaping plans shall incorporate the use of specimen (24" box) canopy trees within street parkways and medians and within the parking area planters. All trees and shrubs shall be drawn on the Landscaping Improvement Plans to reflect the average specimen size at fifteen (15) years of age. All trees shall be double-staked and secured with non-wire ties, unless otherwise approved by the Planning Director.

5.4 A six inch high concrete curb with a twelve (12) inch wide concrete walkway shall be constructed along planters on end stalls adjacent to automobile parking areas. Public parking areas shall be designed with permanent curb, bumper, or wheel stop or similar device so that a parked vehicle does not overhang sidewalks, planters, or landscaped areas.

5.5 The permittee shall install a reclaimed water system pursuant to the requirements of Beaumont-Cherry Valley Water District and shall connect landscape irrigation systems to a reclaimed water supply for landscape watering purposes when reclaimed water lines are constructed adjacent to the subject property.

5.6 Irrigation improvement plans shall include a rain shut-off device and in-line check valves, or sprinkler heads containing check valves.

~~5.7 Performance securities, in amounts to be determined by the Planning Director to guarantee the installation of plantings, walls and fences in accordance with the approved plan, and adequate maintenance of the planting for one year shall be submitted to the Planning Department. The performance surety shall be released one year after installation is approved provided the planting has been adequately maintained.~~ Deleted by Planning Commission

6. BUILDING PERMIT CONDITIONS

Prior to issuance of building permits, all the following conditions shall be satisfied:

6.1 The permittee shall obtain written clearance from the following agencies:

City Public Works Department
Beaumont Unified School District
City Police Department
Riverside County Fire Department

6.2 Seven (7) copies of the final building plans, floor plans, mechanical plans, interior and exterior lighting plans and plumbing plans shall be submitted with specifications, calculations and appropriate improvement plan checking fees to the Building Department for review and approval.

7. FINAL BUILDING INSPECTION/OCCUPANCY CONDITIONS

Prior to final building inspection or issuance of occupancy permits, whichever occurs first, all the following conditions shall be satisfied:

7.1 An exterior trash enclosures shall be constructed. Each enclosure shall be six feet in height and shall be made with masonry block and a gate, which screens the areas from external view.

7.2 Landscape and irrigation improvements shall have been installed in accordance with approved improvement plans and be in a condition acceptable to the Planning Director. The plants shall be healthy and free of weeds, disease or pests. The irrigation system shall be properly constructed and in good working order.

7.3 The permittee's landscape architect or the State licensed party responsible for preparing the landscaping and irrigation improvement plans shall provide a Compliance Letter to the Planning Director stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation improvement plans.

7.4 Parking lot and street lighting shall be constructed in accordance with approved improvement plans and specifications.

7.5 Parking lot paving and striping shall be constructed in accordance with approved improvement plans and specifications.