#### MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and <u>310 Elm, LLC</u> (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated <u>July 13, 2020</u>, and identified as <u>Subdivision Encroachment Permit</u> is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the Principal and <u>Berkley Insurance Company</u> ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of <u>Three Hundred Thousand & NO/100-</u>dollars (\$<u>300,000.00</u>) 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, provisions in the agreement and any alteration thereof made as therein provided, on his or its 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 of Beaumont, 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 a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a 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 of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under 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. The Surety waives all rights of subrogation against the City or any person employed by the City.

[signatures on following page]

Berkley Insurance Company **SURETY** By:

(Seal)

х .

310 Elm, LLC PRINCIPAL By:

Patrick A. Ortiz

(Seal)

(Name) John G. Kookootsedes Attorney-In-Fact

(Address) 12 Mauchly, Building I Irvince, CA 92618 (Title) Managing Partner

(Address) 6 Cushing, Suite 200 Irvine, CA 92618

By:

(Name)

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

#### POWER OF ATTORNEY **BERKLEY INSURANCE COMPANY** WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully,

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: John G. Kookootsedes; or Mark D. Walling of Infinity Assurance Group d/b/a IAG Insurance Services of Irvine, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010;

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this  $\frac{\partial \psi}{\partial t}$  day of 2019.

The background imprint, warning and verification instructions ( (Seal)

WARNING - Any unauthorized reproduction or alteration of this document is prohibited.

is void unless seals are readable and

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This power of attorney

Attest: By Ira S. Lederman

**Executive Vice President & Secretary** 

Hafter Vice President Senior

Berkley Insurance Company

Vincent P. Forte

ossed.	Ira S. Lederman Executive Vice President & Secretary Jeffred M. Hafter Senior Vice President
emb	WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.
n is	STATE OF CONNECTICUT )
0	) \$\$:
bott	COUNTY OF FAIRFIELD )
the	Sworn to before me, a Notary Public in the State of Connecticut, this $24^{\prime}$ day of $410^{\prime}$ , 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President/and/Secretary, and the Senior Vice President,
at	Jeffrey M. Hafter who are sworn to me to be the Executive Vice President/and/Secretary, and the Senior Vice President,
seal	respectively, of Berkley Insurance Company. MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT
ation	MY COMMISSION EXPIRES APHIL 30, 2024 Notary Public, State of Connecticut
ific	CERTIFICATE
Cert	I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a

CONNECTICUT COMMISSION EXPIRES APHIL 30, 2024

Notary Public, State of Connecticut

#### CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date. Given under my hand and seal of the Company, this () day of 2022

(Seal)

#### **CALIFORNIA ACKNOWLEDGMENT**

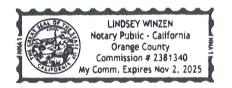
#### CIVIL CODE § 1189

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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	<b>}</b>
On Anne 8, 2022 Date	before me, UNdsey Winzer Nothing Audic Here Insert Name and Title of the Officer
personally appeared	John & Katotredes
	Name(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Signature of Notar

Place Notary Seal and/or Stamp Above

**OPTIONAL** -

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description	of Attached	Document
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Title	or	Туре	of	Document:	_
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Document Date: \_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's	Name	:	 	

Corporate Officer – Title(s): \_\_\_\_\_

- □ Partner □ Limited □ General
- Individual
  Attorney in Fact □ Guardian or Conservator □
- Trustee
- □ Other: Signer is Representing: \_\_\_\_\_

Signer's Name:				
□ Corporate Officer – Title(s):				
□ Partner – □ Limited		General		
Individual		Attorney in Fact		
Trustee		Guardian or Conservator		
□ Other:				
Signer is Representing:				

\_\_\_\_\_Number of Pages: \_\_\_\_

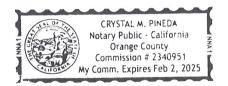
©2019 National Notary Association

#### **CALIFORNIA ACKNOWLEDGMENT**

#### 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 California County of <u>Drange</u> On <u>June 9, 2022</u> before me, <u>Crystal M. Pineda</u>, <u>Nutary Public</u> Date Here Insert Name and Title of the Officer personally appeared <u>Public A. Office</u> Name(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Might M. Jack Signature of Notary Public

**OPTIONAL** 

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### **Description of Attached Document**

Title or Type of Document: \_

Document Date:	Number of Pages:		
Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s)			
Signer's Name:	Signer's Name:		
□ Corporate Officer – Title(s):	Corporate Officer – Title(s):		
🗆 Partner – 🗆 Limited 🗆 General	🗆 Partner – 🗆 Limited		
Individual Attorney in Fact	🗆 Individual	Attorney in Fact	
□ Trustee □ Guardian or Conservator	🗆 Trustee	□ Guardian or Conservator	
Other:	□ Other:		
Signer is Representing:	Signer is Representing	:	
<ul> <li>□ Partner – □ Limited □ General</li> <li>□ Individual □ Attorney in Fact</li> <li>□ Trustee □ Guardian or Conservator</li> <li>□ Other:</li> </ul>	□ Partner – □ Limited □ Individual □ Trustee □ Other:	I □ General □ Attorney in Fact □ Guardian or Conserv	

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## **Punch List**



#### Project Name:

#### Bond Number:0207824

		PW2022-0857	File No:	
Inspect	ed By: Sergio Briseno	Page:	Date:	
ltem No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)	
1)	No items pending	5/31/2022	Sergio Briseno	
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				



# City of Beaumont

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

Case No. PW2022 -0857
Receipt No. ROI226688
Fee \$ 3,484.43
Date Paid 3/21/2022

### BOND EXONERATION APPLICATION

aa	Type: Performance Maintenance Final Monument I	nspection Other:
	Contact's Name Patrick A. Ortiz	Phone
	Contact's Address 6 Cushing Ste 200 Irvine CA 92618	
	Contact's E-mail portiz@ortizent.com	City/State/Zip
	Developer Name 310 Elm LLC, Patrick Ortiz ,Manager Partner (If corporation or partnership application must include names of princ	Phone 949 753-1414 ipal officers or partners)
	Developer Address 6 Cushing Ste 200 Irvine CA 92618	
		City/St/Zip
	Description of Bonds (including Bond Number, Tract Map number, and description of improvements covered):	Application number, Lot
	PW 2022-0857 Elm Street and Olive Street	

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.

Patrick Ortiz	3/16/22
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.

3/16/22

- 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.

Patrick Ortiz

Print Name and Sign - Contact/Applicant

3/16/22 Date

Rev. 05 06 2020

PW2019-0380 File # 3313

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.)

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and 310 Elm 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 #\_\_\_\_\_, ("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:

<u>1.</u> <u>Provision of Improvements.</u> 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.

<u>2.</u> <u>Inspection by the CITY</u>. 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. <u>Compliance with Plans and Specifications.</u> The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

<u>4.</u> <u>Security for Performance.</u> 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.

<u>5.</u> 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.

General Liability and Worker's Compensation Insurance. The DEVELOPER shall, 6. 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.

<u>7.</u> <u>Comprehensive Commercial General and Automobile Liability Insurance.</u> 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.

<u>8.</u> 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.

<u>9.</u> <u>Procedure for Release of Performance Bond Security.</u> 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.

<u>10.</u> 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.

<u>11.</u> <u>Security for One-Year Warranty Period.</u> 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.

<u>12.</u> <u>Binding Effect.</u> 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.

<u>13.</u> <u>Authority to Execute.</u> 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.

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

<u>15.</u> <u>Attorneys' Fees.</u> 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. <u>Execution in Counterparts.</u> 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

310 Elm LLC DEVELOPER By

1-13-2020 Date

Title: Managing Partner

Address:

6 Cushing suite 200

Irvine C A92618

#### EXHIBIT "B"

#### PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and 310 Elm LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated 13, 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 Three Hundred Thousand & no/100's dollars (\$300,000.00), 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 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 <u>July 13</u>, 2020.

ŝ

(Seal)	(Seal)
Berkley Insurance Company SURETY By: Name:John G. Kookootsedes	By:PRINCIPAL 310 Elm LLC
Title:Attorney-In-Fact	Title: Managing Partner
Address: 12 Mauchly, Building I	Ву:
Irvine, CA 92618	Name:
	Title:
	Address: 6 Cushing, Suite 200
	Irvine, CA 92618

## ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

#### POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: John G. Kookootsedes; or Mark D. Walling of Infinity Assurance Group d/b/a LAG Insurance Services of Irvine, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this  $\frac{\partial \psi}{\partial t}$  day of \_\_\_\_\_\_2019.

(Seal)

By

Attest:

Ira S. Lederman Executive Vice President & Secretary

) ss:

Berkley Insurance Company

By Jeff Hafter M. Vice President Senior

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

#### STATE OF CONNECTICUT )

#### COUNTY OF FAIRFIELD

Sworn to before me, a Notary Public in the State of Connecticut, this  $\mathcal{H}$  day of  $\mathcal{H}$ , 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President/ and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

CONNECTICUT COMMISSION EXPIRES APRIL 30, 2024

### Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of

Vincent P. Forte

ACKNOWLEDGME	NT
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 ofOrange)	
On <u>Fulg 13, 2020</u> before me, <u>Charloette</u> (insert r	e J. Huffman, Notary Public
personally appeared <u>John G. Kookootsedes</u> who proved to me on the basis of satisfactory evidence to b subscribed to the within instrument and acknowledged to m his/her/their authorized capacity(ies), and that by his/her/the person(s), or the entity upon behalf of which the person(s) a	e that he/she/they executed the same in eir signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of the paragraph is true and correct.	ne State of California that the foregoing
WITNESS my hand and official seal.	CHARLOETTE J. HUFFMAN Commission No. 2164063 NOTARY PUBLIC-CALIFORNIA
Signature Charlotte J. Huffman (Seal)	ORANGE COUNTY My Comm. Expires SEPTEMBER 3, 2020

20 (\*)

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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 California County of Orange		) )	
on July 13, 2020	before me,	Crystal Pineda, Notary Public	
Date		Here Insert Name and Title of the Officer	
personally appeared		Patrick A. Ortiz	
-		Name(s) 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 California that the foregoing paragraph is true and correct.

**CRYSTAL PINEDA** Notary Public - California Orange County Commission # 2178390 My Comm. Expires Feb 2, 2021

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

corintian attached Decument

**OPTIONAL** 

Signature

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Adached Document				
Title or Type of Document:	Document Date:			
Number of Pages:Signer(s) Other Than	Named Above:			
Capacity(ies) Claimed by Signer(s)				
Signer's Name:	Signer's Name:			
Corporate Officer — Title(s):	Corporate Officer – Title(s):			
Partner –      Limited      General	🗆 Partner – 🗆 Limited 🛛 General			
Individual     Attorney in Fact	Individual 🛛 🗆 Attorney in Fact			
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator			
Other:	Other:			
Signer Is Representing:	Signer Is Representing:			

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Performance Bond No. 0207824 Premium: \$6,480.00 \*Premium subject to change based on final contract price. Basic Gov (Sales Force) # File #

#### **EXHIBIT "A"**

#### PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and \_\_\_\_\_\_\_\_\_ 310 Elm 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 20 whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. \_\_\_\_\_\_\_, 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 \_\_\_\_\_\_Berkley Insurance Company \_\_\_\_\_\_, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of \_\_\_\_\_\_\_ Three hundred thousand dollars and no/100's------(\$ <u>300,000.00</u> ) 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 <u>July 13</u>, 2020.

.

(Seal)	(Seal)				
Berkley Insurance Company					
SURETY	310 Elm, TLC - PRINCIPAL				
By:	By: Att tit				
Name:John G. Kookootsedes	Name:Patrick A. Ortiz				
Title:Attorney-In-Fact	Title: Managing Partner				
Address: 12 Mauchly, Building I	By:				
Irvine, CA 92618	Name:				
	Title:				
	Address: 6 Cushing suite 200				
	Irvine CA 92618				

## ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

#### POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: John G. Kookootsedes; or Mark D. Walling of Infinity Assurance Group d/b/a LAG Insurance Services of Irvine, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this  $\frac{24'}{4}$  day of 2019.

(Seal)

By Ira S. Lederman

Executive Vice President & Secretary

Berkley Insurance Company

By M Jeff Hafter Senior Vice President

± 1

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

**STATE OF CONNECTICUT )** 

Attest:

) SS: **COUNTY OF FAIRFIELD** )

Sworn to before me, a Notary Public in the State of			, 2019, by Ira S. Lederman and
Jeffrey M. Hafter who are sworn to me to be th	e Executive Vice	President/ and Secretary,	and the Senior Vice President,
respectively, of Berkley Insurance Company.	MABIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT	Maria (	. Kordballer

CONNECTICUT OMMISSION EXPIRES APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

376 Given under my hand and seal of the Company, this

day of Vincent P. Forte

in blue

(Seal)

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County ofOrange)
On <u>Selly 13, 2020</u> before me, <u>Charloette J. Huffman, Notary Public</u> (insert name and title of the officer)
personally appearedJohn G. Kookootsedes 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 Charlotte J. Huffman (Seal)

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 California		)
County of Orange		)
on July 13 2020	before me,	Crystal Pineda, Notary Public
Date		Here Insert Name and Title of the Officer
personally appeared		Patrick A. Ortiz
		Name(s) 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(e) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CRYSTAL PINEDA otary Public - California Orange County Commission # 2178390 v Comm. Expires Feb 2, 2021

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.

Engral proveda Gignature of Notary Public Signature

Place Notary Seal Above

Description of Attached Document

**OPTIONAL**<sup>1</sup>

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Title or Type o	f Document:	Document Date:				
Number of Pag	ges: Signer(s) Other Tha					
Capacity(ies) (	Claimed by Signer(s)					
Signer's Name:		Signer's Name:				
	fficer — Title(s):		Corporate Officer – Title(s):			
Partner – Limited General			Limited General			
🗆 Individual	Attorney in Fact	🗆 Individual	Attorney in Fact			
Trustee	Guardian or Conservator		Guardian or Conservator			
Other:		Other:				
Signer Is Representing:		Signer Is Representing:				

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#### CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.:				By Lilia Guerrero at 3:27 pm, Jun 25, 2020
DATE:		13-May-20		
PP, CUP NO.:	PP2018-0	154	BY:	
IMPROVEMENTS	Баітц	FUL PERFORMAN		
INIT NO VENIEN 15		R AND MATERIA		
		% of Estimated	LS SECURIT I	
	•	struction Costs)		
Streets/Drainage	\$	295,168.20	· · · · · ·	
Sewer	\$	-		
Total	\$	295,168.20		
Warranty Retension (22.5%)	\$	66,412.85		
Street/Drainage Plan Check Fees =	\$	5,903.36		
Sewer Plan Check Fees =	\$	500.00		
Street Inspection Fees =	\$	9,838.94		
Sewer Inspection Fees =	\$	750.00		

APPROVED

#### 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 Above amounts do not X include additional 20% for recordation prior to having signed plans 5/28/2020Date Date Date Date Civil Civil

#### \*\*\*\*\*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.

PROJECT: PP2018-0154

		STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UN	UNIT COST AMOU		IOUNT
	C.Y.	Roadway Excavation         1. Projects with a grading plan area x 0.50'         (hinge point to hinge point)(Xsf)         2. Projects without a grading plan (road area and side slopes to daylight         Cut (C) =       Fill (f) =	\$	20.00	\$	
	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.)			1	
					\$	-
	S.F.	Remove A.C. Pavement	\$	1.45	\$	-
80	L.F.	Remove Curb and Gutter	\$	18.00	\$	1,440
	L.F.	Remove A.C. Dike	\$	3.00	\$	-
	S.F.	Remove Sidewalk	\$	3.00	\$	-
	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$	2.00	\$	-
1,885	S.F.	Remove Driveway	\$	3.00	\$	5,655
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-

PROJECT: PP2018-0154

QTY.	UNIT	ITEM	UN	VIT COST	Al	MOUNT
445	L.F.	Remove Chain Link Fence	\$	7.00	\$	3,11
	EA.	Remove Barricade	\$	200.00	\$	-
424	TON	Asphalt Concrete - 144 lbs/cu. Ft. (23,502 sf @ 3")	\$	45.00	\$	19,08
656	C.Y.	Agg. Base Class II (17,362 sf @ 9.5"; 6,140 sf @ 6"; 3,600 sf @3")	\$	50.00	\$	32,80
1	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (23,502 sf)	\$	600.00	\$	60
		apply at $0.05 + 0.03 = 0.08$ gal/SY			\$	-
	S.F	AC overlay (min. 0.17') 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	\$	_
1,785	S.Y.	Remove A.C. Pavement	\$	8.00	\$	14,28
	L.F.	Curb and Gutter (Wedge Curb)	\$	12.00	\$	-
695	L.F.	Curb and Gutter (Type A-6)	\$	15.00	\$	10,42
	L.F.	Curb and Gutter (Type A-8)	\$	17.00	\$	_
80	L.F.	Type "D" Curb	\$	15.00	\$	1,20
	L.F.	A.C. Dike (6") (incl. material & labor)	\$	10.00	\$	-
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$	15.00	\$	-
673	S.F.	P.C.C. Cross Gutter and Spandrels	\$	10.00	\$	6,73
3,877	S.F.	P.C.C. Sidewalk	\$	6.00	\$	23,26
2	EA.	P.C.C. Drive Approach	\$	1,500.00	\$	3,00
	EA.	Handicapped Access Ramp	\$	2,000.00	\$	-
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$	1,500.00	\$	-
500	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$	10.00	\$	5,00
	L.F.	Gutter Depression	\$	100.00	\$	-
33	L.F.	Curb Transition	\$	15.00	\$	49
					\$	-

PROJECT: PP2018-0154

		STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UN	NIT COST	Al	MOUNT
	EA.	Street Name Sign	\$	250.00	\$	-
	EA.	Delineators-per Caltrans Std. A73C,	¢	40.00	\$	
	EA.	Class 1, Type F Object Markers - Modified Type F	\$	40.00	Ф	-
	EA.	Delineators, Riverside County	\$	40.00	\$	-
	L.F.	Barricades	\$	28.00	\$	-
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$	10.00	\$	-
	L.F.	Chain Link Fence (6')	\$	80.00	\$	-
	L.F.	Remove Fence	\$	7.50	\$	-
	EA.	Remove Power Pole	\$	1,200.00	\$	-
	EA.	Street Lights (including conduit)	\$	5,000.00	\$	-
	EA.	Street Trees (15 gallon)	\$	150.00	\$	-
	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	\$	-
2	EA.	Under Sidewalk Drain	\$	1,800.00	\$	3,600
	S.F.	Terrace Drains and Down Drains	\$	6.50	\$	-
	S.F.	Interceptor Drains	\$	6.50	\$	-
3535	S.F.	6" Thick Concrete Driveway	\$	10.00	\$	35,350
480	S.F.	Concrete Ribbon Gutter	\$	10.00	\$	4,800
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-

PROJECT: PP2018-0154

		STREET IMPROVEMENTS (Con	ıt'd.)			
QTY.	UNIT	ITEM	UN	NIT COST	AM	OUNT
8	C.Y.	Rip Rap (1/4 Ton) Method B	\$	35.00	\$	280
	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.	\$	65.00	\$	-
	L.F.	30" R.C.P.	\$	70.00	\$	-
	L.F.	36" R.C.P.	\$	80.00	\$	-
	L.F.	42" R.C.P.	\$	95.00	\$	-
	L.F.	72" R.C.P.	\$	200.00	\$	-
	L.F.	4' w x 1" H R.C.B.	\$	77.00	\$	-
	L.F.	18" C.S.P.	\$	50.00	\$	-
	L.F.	42" C.S.P.	\$	75.00	\$	-
	L.F.	48" C.S.P.	\$	85.00	\$	-
	L.F.	54" C.S.P.	\$	95.00	\$	-
	EA.	Concrete Drop Inlet CB110	\$	2,500.00	\$	-
	EA.	Drain Basin	\$	400.00	\$	-
	EA.	Curb Outlet Std 308	\$	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	\$	-
					\$	-
					\$	-
					\$	-

PROJECT: PP2018-0154

		STREET IMPROVEMENTS (Cont'd	l.)			
QTY.	UNIT	ITEM	U	NIT COST	AM	JUNT
	L.F.	60" C.S.P.	\$	11.00	\$	-
	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'	\$	7,000.00	\$	-
	EA.	Type IX Inlet	\$	1,800.00	\$	-
	EA.	Type X Inlet	\$	1,800.00	\$	-
	EA.	Junction Structure No. 1	\$	3,000.00	\$	-
	EA.	Junction Structure No. 2	\$	2,500.00	\$	-
	EA.	Junction Structure No. 3	\$	2,500.00	\$	-
	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	\$	2,000.00	\$	-
	EA.	Manhole No. 4	\$	4,000.00	\$	-
	EA.	Adjust Water Valve (if no water plan)	\$	150.00	\$	-
	EA.	Adjust MH to grade (if no sewer plan)	\$	340.00	\$	-
	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	\$	5,000.00	\$	-
	EA.	Remove Existing Headwall	\$	1,000.00	\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	_

PROJECT:		PP2018-0154		DATE:	1.	3-May-20
		STREET IMPROVEMEN	TTS (Cont'd.)			
QTY.	UNIT	ITEM	UN	IT COST	А	MOUNT
	EA.	Water Quality Structure	\$	2,500.00	\$	-
	EA.	Baysaver 3K Separator Unit	\$	5,000.00	\$	-
	EA.	Rip-Rap Energy Dissipator	\$	5,000.00	\$	-
	EA.	Wet Well	\$	1,500.00	\$	-
	SF	3' Wide V-Gutter (x LF)	\$	4.00	\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
	•		Subtot	al:	\$	-
A.	Subtotal				\$	171,112
В.	Continge	ency (15%)			\$	25,667
C.	Streets/D	rainage Total (A + B)			\$	196,779

0.		Ψ	130,773
*********	***************************************	*********	*********

PROJECT: PP2018-0154

		SEWER IMPROVEMENT				
		nis sheet only if project has a sewer plan. If no v street improvements.	vater plan, the	n show applic	cable	
QTY.	UNIT	ITEM	UN	NIT COST	AMC	DUNT
	L.F.	4" V.C.P. (106 Lots @ 25' Avg. Length)	\$	10.00	\$	-
	L.F.	4" P.V.C. Force Main & Fittings	\$	10.00	\$	-
	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.	48" Dia. Manhole	\$	2,500.00	\$	-
	EA.	60" Dia. Manhole	\$	3,500.00	\$	-
	EA.	Drop Manholes	\$	4,000.00	\$	-
	EA.	Cleanouts	\$	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.	Backwater Valve	\$	150.00	\$	-
					\$	-
					\$	-
	Subtotal				\$	-
	Continger	ncy (15% x A)			\$	-
	Sewer To	tal (A + B)			\$	-

## SENERAL NOTES

- THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS. 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. 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
- 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.
- NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
- REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMEN1 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. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING
- SIGNED BY THE CITY ENGINEER. 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. 0. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO
- THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION. 1. 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.
- 3. 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.
- 4. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 1. 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) 122 - 1133

	UNDERGROUND SERVICE ALERI	(600) 422-4133
	SOUTHERN CALIFORNIA EDISON	(800) 409–2365
	T&TA	(800) 892–0123
	TIME WARNER CABLE	(760) 340-2225
	COX COMMUNICATIONS	(888) 423-3913
4 C	CORDANCE THE CITY STORM WATER	STANDARDS ALL STORM D

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.

## <u>WORK TO BE DONE</u>

THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE THE CITY ENGINEER.

- 1. BEAUMONT MUNICIPAL CODE. 2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461. 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)
- THIS SET OF PLANS.
- RESOLUTION NO <u>PP2018-0154</u>, DATED <u>5/28/2019</u>. SOILS REPORT AND RECOMMENDATIONS BY GEOCON WEST, INC, DATED JULY 22, <u>2019</u>

## 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.

## <u>NOTE</u>

- 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.

## <u>"DECLARATION OF RESPONSIBLE CHARGE"</u>

HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR 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: HUNSAKER & ASSOCIATES IRVINE, INC.

ADDRESS: 2900 ADAMS STREET, STE. A-15

CITY, ST.: RIVERSIDE, CA 92504

TELEPHONE: (951) 509-7047

BY: Junielle & Jugos DANIELLE S. FREGOSO RCE 65501

# BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "P584", "PPBF" AND "P612" NAD 83 (NSRS2011) [2010.00 EPOCH] AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BY OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 1.0001096. CALCULATIONS ARE MADE AT THE CENTERLINE INTERSECTION OF ELM AVENUE AND 4TH STREET WITH COORDINATES

N: 2281468.958, E: 6338113.865, USING AN ELEVATION OF 2552.46.

	BENCHMARK:					
044	NATIONAL GEODETIC SURVEY DESIGNATION "L 1311"					
	DESCRIBED BY NATIONAL GEODETIC SURVEY 1988. AT THE JUNCTION OF CALIFORNIA AVENUE					
	AND FIFTH PLACE, 28.9 M (94.8 FT) WEST OF THE AVENUE CENTERLINE, 7.7 M (25.3 FT) SOUTH OF					
	THE CENTERLINE OF FIFTH PLACE, 1.1 M (3.6 FT) NORTH OF A GUY WIRE, 0.79 M (2.6 FT) SOUTH OF	DF	1	REVISED OLIVE AVE; ADDED DRAINAGE IMPROVEMENTS	RV	04/28/2
Know what's below.	A POWER POLE, 0.18 M (0.6 FT) EAST OF A WITNESS POST. MARK IS 0.6 METERS W FROM A			& SHEET 5A		
Call 811 before you dig.	SECOND WITNESS POST. A 3-1/2" BRASS DISK IN A 4" P.V.C. PIPE DN. 0.3' STAMPED L 1311 1978.	BY	MARK	DESCRIPTION	APPR.	DAT
	ELEVATION 2579.30' NAVD 88	ENG	INEER	REVISIONS	C	YTI

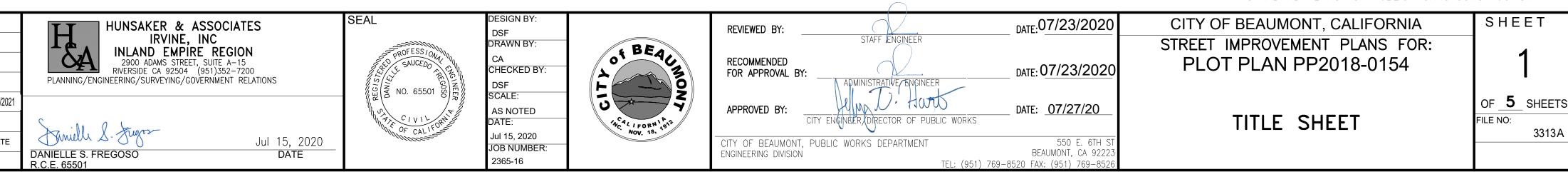
# CITY OF BEAUMONT, CALIFORNIA IMPROVEMENT PLANS FOR STREET PLAN PP2018-0154

PRIOR TO CONSTRUCTION.

STREET NOTES

- FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY 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.
- FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER 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 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.

DATE: Jul 15, 2020



# VICINITY MAP



CONS	TRUCTION NOTES	QNTY	UNITS
(1A)	INSTALL 3" A.C. OVER 9.5" COMPACTED AGGREGATE BASE CL II PER TYPICAL SECTION ON SHEET 2	17,362 313 509	SF TONS(AC) CY (AB)
(1B)	INSTALL 3" A.C. OVER 6" COMPACTED AGGREGATE BASE CL II PER TYPICAL SECTION ON SHEET 2	6,140 111 114	SF TONS(AC) CY (AB)
2	CONSTRUCT CURB AND GUTTER TYPE "A-6" PER RIVERSIDE COUNTY STANDARD NO. 200	695	LF
3	CONSTRUCT 4" P.C.C. SIDEWALK PER RIVERSIDE COUNTY STANDARD NO. 401	3,877	SF
4	CONSTRUCT CROSS GUTTER PER RIVERSIDE COUNTY STANDARD NO. 209	673	SF
5	INSTALL 3" A.B. OVER 95% COMPACTED SOIL	3,600	SF CY (AB)
6	CONSTRUCT COMMERCIAL DRIVEWAY PER RIVERSIDE COUNTY STANDARD NO. 207A	2	EA
7	COLD PLANE GRIND 0.17' MIN. EXISTING PAVEMENT AND JOIN PER DETAIL ON SHEET 2	500	SF
8	REMOVE EXISTING CONCRETE DRIVEWAY	1,885	SF
9	REMOVE EXISTING CHAIN LINK FENCE	445	LF
(10)	REMOVE EXISTING CURB AND GUTTER	80	LF
(11)	CONSTRUCT TYPE "D" CURB (6" CURB FACE) PER RIVERSIDE COUNTY STANDARD NO. 204	80	LF
(12)	CONSTRUCT CURB TO MOUNTABLE DIKE TRANSITION PER DETAIL 12 ON SHEET 2	23	LF
(13)	REMOVE EXISTING PAVEMENT	1,785	SY
(14)	CONSTRUCT 6" THICK CONCRETE DRIVEWAY WITH #4 REBAR @ 18" OC BOTH WAYS	3,535	SF
(15)	CONSTRUCT CONCRETE RIBBON GUTTER PER DETAIL 15 ON SHEET 2	480	SF
(16)	CONSTRUCT UNDER SIDEWALK DRAIN (W=33") PER RIVERSIDE COUNTY STANDARD NO. 309	2	EA
(17)	CONSTRUCT CURB AND GUTTER TO BERM TRANSITION PER DETAIL 17 ON SHEET 4	10	LF
(18)	INSTALL 3" ROCK (10'X10'X6" THICK)	8	CY

## OWNER/APPLICANT:

## ASSESSOR'S PARCEL NOS .: 41/-110-023

OR IIZ EN IERPRISES, INC 6 CUSHING, SUITE 200 IRVINE, CA 92618 (949) 753–1414 JEFF MCDERMOTT JMCDERMOTT@ORTIZENT.COM

# SOILS ENGINEER:

GEOCON WEST, INC. 41571 CORNING PLACE, STE 101 MURRIETA, CA 92562-7065 PHONE: (951) 304-2300 FAX: (951) 304-2392

## **LEGAL DESCRIPTION:**

417-110-022 417-130-013

## SITE ADDRESS: 310 ELM AVENUE

BEAUMONT, CA 92223

LOTS 3, 4 AND THE EAST 1 ACRE OF LOT 5 IN BLOCK 138, AS SHOWN BY THE AMENDED MAP OF THE TOWN OF BEAUMONT, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6. PAGES 16 AND 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY CALIFORNIA.

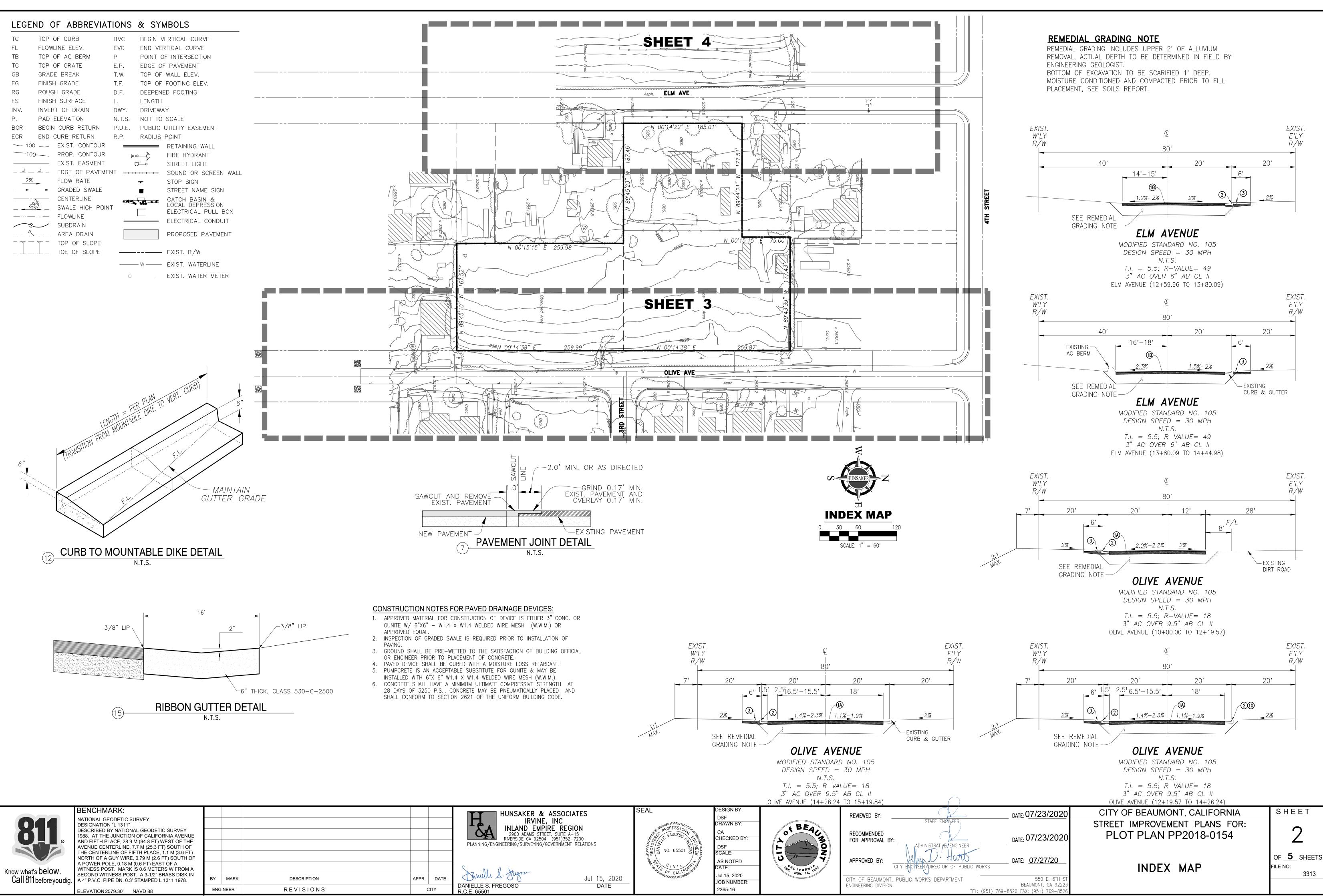
EXCEPT THAT PORTION OF LOT 3 DESCRIBED IN THE GRANT DEED TO JOSIAH P. WATTS AND PATRICIA WATTS, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED APRIL 23, 1974 AS INSTRUMENT NO. 47197 OFFICIAL RECORDS.

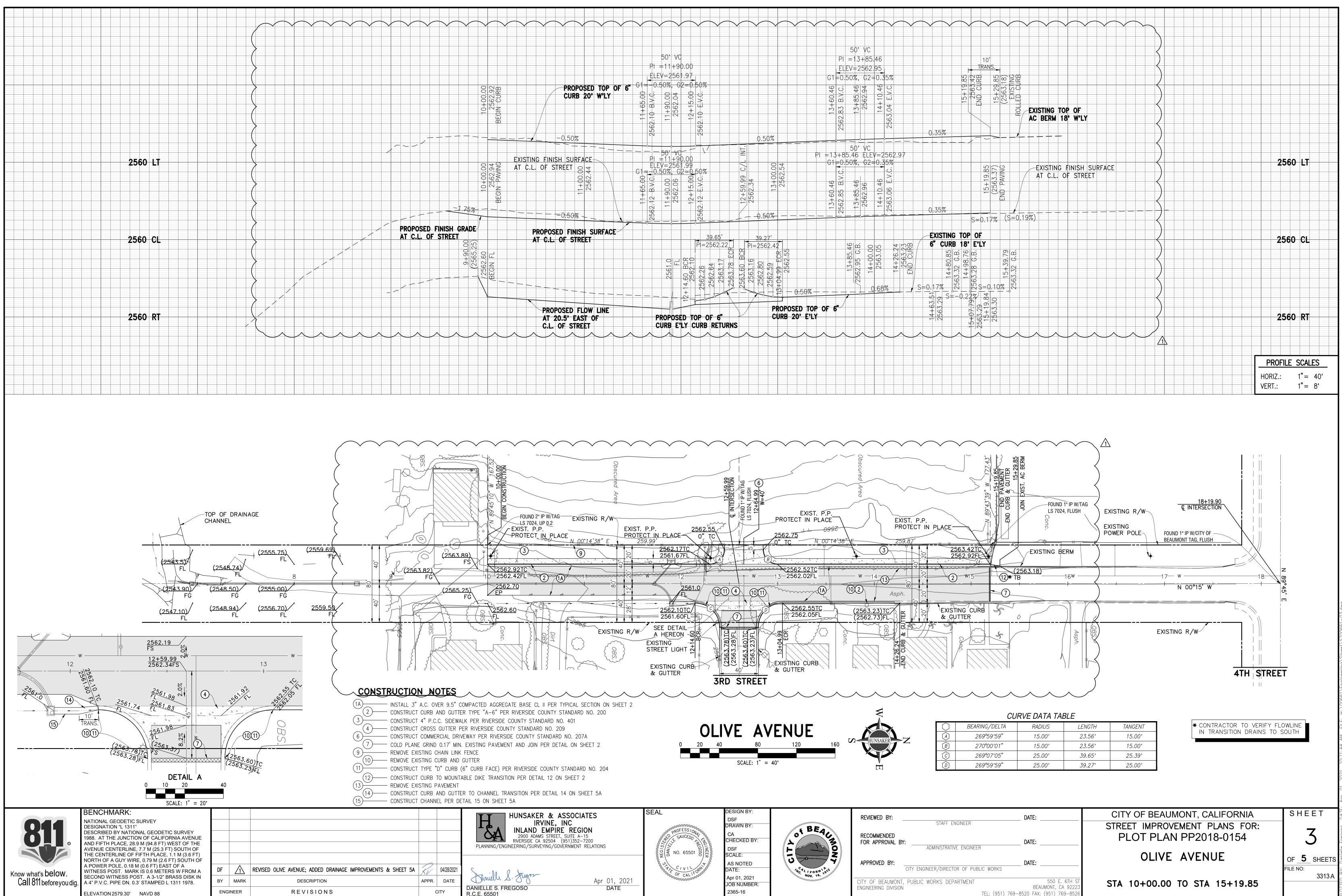
TOGETHER WITH THAT PORTION OF THE UNNAMED ALLEY IN BLOCK 138, VACATED BY NOTICE OF STREET VACATION NO. 17-SV-001, RECORDED JANUARY 8, 2018 AS INSTRUMENT NO. 2018-0008025 OFFICIAL RECORDS, WHICH WOULD PASS WITH A CONVEYANCE OF LOTS 3 AND 4 HEREIN BY OPERATION OF LAW.

#### INDEX OF SHEETS DESCRIPTION SHEET NO GENERAL NOTES & VICINITY MAP TITLE SHEET INDEX MAP, QUANTITIES, LOCAL DEPRESSION DETAILS & LEGEND INDEX MAP STA 10+00.00 TO STA 15+19.84 OLIVE AVENUE ELLY AVENUE STATE 5.96 TO STATE 44.98 STORM DRAIN PLAN

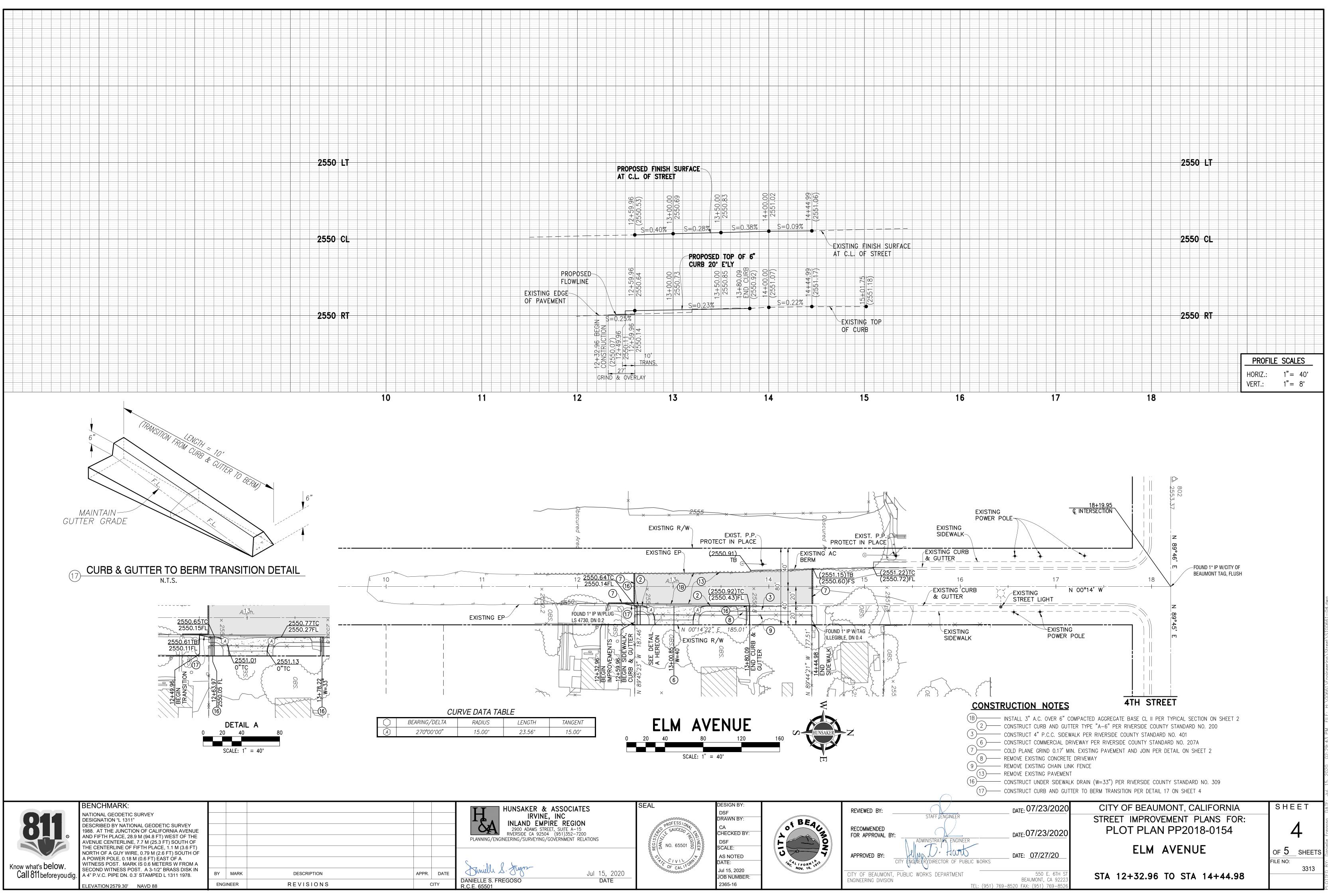
ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS UNLESS NOTED OTHERWISE:

- \* RCFC&WCD STANDARD MANUAL \*\* EMWD SEWER STANDARD DRAWINGS
- \*\*\* STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION





					$\checkmark$										$\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{\mathbf{$		$\checkmark$			$\checkmark$													50'	VC					
	10+00.00	2562.92 BFCIN CURB					CUI	RB	SED 20'	TO W'L	P 0	)F (	<b>6"</b>	11+65 00 9	= LEV 9.5	50' 11 - 2: 0%, 00:00 +11	⊧90 561 G2	.97 2=0	»»». ••••••••••••••••••••••••••••••••••											-         -           -         -	60.46 S	ELE	=13 <sup>.</sup> V=2	+85 562 G2=	.95	35%			0.3
		RECINI PAVING				NISI STI	0.50	IRFA 00.00+11	2562.44 <b>3</b>					11+65 00 5		0.00+11	¥C +90 61 61 00729 22 20770						12+59.99 C/L INI.	+0.4	.50%	13+00.00	2562.54			P] :	13+60.46 9-13	1 2562.85 B.V.C. 6 2	50' 50%, 97:248	G2:	14+10.46	35% ご >		7	0.3
SH GRADE REET 00'06+6 1	/2562.60	/ /BEGIN FL				<b>L.</b>	D FII OF S	STRE	ET							0					22		10 2003.00 BUR				-		50%-		- <u>-</u>		10 10+80.46 2562.95 G.B.		2563.05		14+26.24	L END CURB	<b>EX</b>
					PR AT C.I		DSED D.5' DF S						^		PR CU		)SE E'l		POF RBI	F 6" RET		NS						20'											



CU ELTA	RVE DATA TA RADIUS	BLE LENGTH	TANGENT	F	LM AV			
00"	15.00'	23.56'	15.00'		40 80 SCALE: 1"	120	160	Z
DATE	PLANNING/ENGI DANIELLE S. FR R.C.E. 65501	S- Jugor	ASSOCIATES INC RE REGION et, suite a-15 (951)352-7200 government relations Jul 15, 2 DATE	D20	PROFESSION LE SAUCEDO NO. 65501 80 C / V I L OF CAL IFORM	DESIGN BY: DSF DRAWN BY: CA CHECKED BY: DSF SCALE: AS NOTED DATE: Jul 15, 2020 JOB NUMBER: 2365-16	A BEAC BEAC BEAC BEAC BEAC BEAC BEAC BEA	REVIEWED BY: RECOMMENDED FOR APPROVAL BY: APPROVED BY: CITY ENGINEE CITY OF BEAUMONT, PUBLIC WOR ENGINEERING DIVISION

