

City of Beaumont

550 E. 6th Street Beaumont, CA 92223 (951) 769-8520 www.ci.beaumont.ca.us Case No. PW2020-0612 Receipt No. R01130545 Fee \$ \$3,000.00/ \$484.14 Date Paid 12/14/2020

BOND EXONERATION APPLICATION

Bond Type:
▼Performance
Maintenance
Final Monument Inspection
Other:

1.	Contact's Name Bruce McDonald	Phone 949-655-8227
2.	Contact's Address _1140 N. Coast Highway, Laguna Beach, CA 9265	1
		City/State/Zip
5.	Contact's E-mail bruce@mcdonaldpropertygroup.com	
3.	Developer Name McDonald Property Group	Phone 949-655-8227
	(If corporation or partnership application must include names of princi	pal officers or partners)
4.	Developer Address 1140 N. Coast Highway, Laguna Beach, CA 926	51
		City/St/Zip
5.	Description of Bonds (including Bond Number, Tract Map	/Application number, Lot
	number, and description of improvements covered):	
	Performance Bond #106679751 for Parcel Map 3420	9 for 4th Street
	-Signal/Striping 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.

Bruce McDonald Rec	And	12/10/2020
Print Name and Sign – Contact	t/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.

Bruce McDonald

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Print Name and Sign - Contact/Applicant

12/20/2020

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.

Bruce McDonald

Bready

12/10/2020

Print Name and Sign – Contact/Applicant

Date

MAINTENANCE BOND

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WHEREAS, the City of Beaumont ("City"), a municipal corporation, and <u>USEF Crossroads II, 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 ______, and identified as <u>4th Street Signal & Striping</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. Travelers Casualty and

NOW, THEREFORE, we, the Principal and <u>Surety Company of America</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 Two Hundred Sixty Six Thousand Three dollars (\$266,344.31) 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]

(Seal)		(Seal)
SURETY By: Jeremy Polk, Attorney-in-Fact	By:2	PRINCIPAL BENJAMIN CHRISTIAN Managing Director
(Name)	(1	Name)
(Address)	(Title)
21688 Gateway Center Drive		Address) 830 Colonnade Blvd, Suite 600
Diamond Bar, CA 91765	s:	an Antonio, TX 78230
	(1	Name)
	-(Title)
	(/	Address)

SIGNED AND SEALED THIS 19th DAY OF April 2000X 2021.

*

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

ACKNOWLEDGEMENT

4

State of Arizona

County of Maricopa

On $\underline{4/19/2021}$ before me personally appeared <u>Jeremy Polk</u> whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Se Notary Public State of Arizona Maricopa County Matthew Stanton Erra My Commission Expires 03/09/2022 Commission Number 203332566 Notary Signature

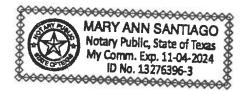
Matthew Stanton Erra Commission Expires March 9th, 2022

Acknowledgement Form

State of <u>Texas</u>))s County of <u>Bexar</u>)

)ss.:

On the <u>20</u> day of <u>April</u> in the year <u>2021</u>, before me, the undersigned notary public, personally appeared Benjamin Christian, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



May a Notary Public



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 Jeremy Polk of PHOENIX

, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, Arizona 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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021



Marie C. Jetreault Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certily 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 19th



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-in-Fact and the details of the bond to which the power is attached.

From:	Jason Craghead
To:	christopher sorensen; Robert Vestal
Cc:	Suzanne Foxworth
Subject:	Re: PW2020-0612 Bond Exoneration Application
Date:	Wednesday, March 03, 2021 10:50:34 AM
Attachments:	jmage001.png

	ne: 4 th Street traffic signal and striping		Project Number:PW2020- 0612
pected	By: Jason craghead	Page: 1 of 2	Date: 1/22/21
tem No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1)	N/E corner 4 th street/ potrero. Repair damaged conduit per construction note		(about logland 3-3-21
2)	1,3,4 and 5. West side of Potrero N/of 4 th street. Repair damaged conduit per construction note 1.		Jason Craghend 3-2-21
3)	South side of intersection of 4 th street/ potrero. Replace #6 pull box lid.		Jason Craylina
4)	Install pull rope in all conduit per construction note 5.		3-3-21 Juion Craylard 3-3-21 Juison Craylard 3-3-21
5)	ner construction note 12.		jason Cregen 3-3-21 Gason Crefel
6)	18") sign per plan.		2-25-21
7)	panel (joint to joint) around a and to		Jason Cryphenel
8)	Remove and salvage signs per plan @ 4 th street/Distribution.		Jason Creatural 3-2-21
9)	N/W corner 4 th / Distribution, street light box missing surrounding concrete for ADA	î î	Jason Crophel 1-27-21
10)	path of travel. Furnish and install pole mounted sign per cal trans std. plan RS-4. Entire intersection	r n	jason Cryfel 1-2)-21 jason Cryferl 2-25-21 jason Cryferl 3-2-21
11)	of 4 th street/ Distribution way. 4 th street @ sta. 117+50 missing R7-2 (mod) sign.		jason Craybul 3-2-21

[COMPANY NAME]

Projec	ct Name: 4 th Street signal and striping		Project Number:PW2020- 0612
Inspec	cted By: Jason craghead	Page: 2 of 2	Date: 1/22/21
ltem No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
12)	N/E corner 4 th /Distribution #5 traffic signal box lid cracked.		0'ason Creybud 3-2-21
13)	4 th street @ sta. 99+30, remove and salvage existing sign and post W3-1. Shuer &		Jason Crashial
14)	4 th street @ logistics way (removed street) remove and install signs per plan. R1-1, R1-3, R7-2.		Jason Crayfurd J-1-21 jason Crayfurd J-2-21
15)	4 th street/ Veile, remove and salvage signage per plan.		Jason Costal J-1-21
16)	Remove forms on back of sidewalk @ 4 th street/ Viele (2 locations).		Jasm Cryhol 21-21
17)	4 th street/ Viele, Install sign OM2-1H in center median per plan.		jason Creghand Jason Creghand
8)	4Th / Viele install R9-3 pole monted sign & portchop 8/W, 5/E corners		jason Cresteral Jason Cresteral 3-2-21
	The a second of the particle should be a		

Robert,

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The punch list items for this bond are completed and verified.

JASON CRAGHEAD Public Works Inspector City of Beaumont 550 E. 6th Street, Beaumont, Ca 92223 Desk (951) 769-8520 Ext. 381 BeaumontCa.gov Facebook | Twitter | Instagram | You tube #ACITYELEVATED

From: christopher sorensen <csorensen@beaumontca.gov>
Sent: Wednesday, January 20, 2021 12:09:03 PM
To: Robert Vestal <rvestal@beaumontca.gov>; Jason Craghead <jcraghead@beaumontca.gov>
Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>
Subject: RE: PW2020-0612 Bond Exoneration Application

Jason will take this one.

Robert,

Do you know if the solar powered lights are part of the bond release on this? I don't see it in the plans but just want confirmation.

CHRIS SORENSEN

Public Works Inspector

City of Beaumont 550 E. 6th Street, Beaumont, Ca 92223 Desk (951) 769-8520 Ext. 381 BeaumontCa.gov Facebook | Twitter | Instagram | YouTube



#ACITYELEVATED

From: Robert Vestal <rvestal@beaumontca.gov>
Sent: Wednesday, January 20, 2021 11:05 AM
To: christopher sorensen <csorensen@beaumontca.gov>; Jason Craghead
ciraghead@beaumontca.gov>
Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>
Subject: FW: PW2020-0612 Bond Exoneration Application

Gentlemen:

Please see attached request for bond release. Please provide a final punchlist for the PW#. Thanks

Sincerely, ROBERT L. VESTAL, PE Principal Engineer

City of Beaumont 550 E. 6th Street, Beaumont, Ca 92223 Desk (951) 769-8522 ext. 358

From: Suzanne Foxworth <<u>SFoxworth@beaumontca.gov</u>>
Sent: Monday, December 14, 2020 2:03 PM
To: Robert Vestal <<u>rvestal@beaumontca.gov</u>>
Subject: PW2020-0612 Bond Exoneration Application

Hello,

Please see attached new bond exoneration application for 4th Street Signal. Let me know if you need anything else.

Thanks,

SUE FOXWORTH PUBLIC WORKS TECHNICIAN

City of Beaumont 550 E. 6th Street, Beaumont, Ca 92223 Desk (951) 769-8520 BeaumontCa.gov Facebook | Twitter | Instagram | YouTube



#ACITYELEVATED

Due to the impact of Covid-19, there may be delays in processing times for plan check and permit issuance.



December 10, 2020

City of Beaumont Attn: Jeff Hart 550 E. 6th Street Beaumont, CA 92223

Re: Request for Bond Exoneration for 4th Street Traffic Signal & Striping

Dear Jeff,

Please see attached Bond Exoneration Application and all required documents for the work that we have completed to release Performance Bond #106679751 for our completed 4th Street Traffic Signals and Striping.

Please feel free to contact me if you have any questions or concerns regarding these documents.

Sincerely,

Breand

Bruce McDonald McDonald Property Group, Inc.



City of Beaumont

550 E. 6th Street Beaumont, CA 92223 (951) 769-8518 www.ci.beaumont.ca.us

BOND EXONERATION APPLICATION (PLEASE READ ALL INFORMATION CAREFULLY BEFORE FILLING OUT THE APPLICATION)

Please completely fill out the attached Bond Exoneration application and return it to the City of Beaumont along with the following items:

For Performance Bond release:

- 1. Maps of areas covered by the bonds.
- 2. Application Fee the amount of \$484.43 per bond.
- 3. Inspection Deposit in the amount \$3,000 per bond.

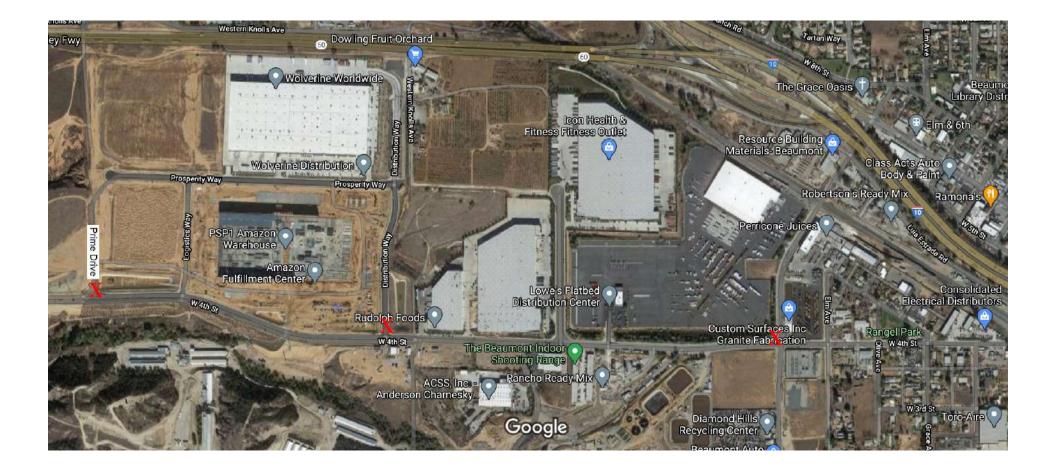
For Maintenance Bond release:

- 1. Maps of areas covered by the bonds
- 2. Application Fee the amount of \$484.43 per bond for Maintenance Bond.
- 3. Inspection Deposit in the amount \$3,000 per bond.
- 4. Application Fee for Monument Inspection Fees (If applicable) in the amount of \$1,032.90 (first 4 parcels/lots) plus \$25.82 each additional parcel/lot.
 - a. If any centerline monuments were set submit Swing Tie Plats, these plats should be on 8.5 x 11, with Company Title Block and be Wet Signed and Stamped.
 - b. All submittals must include a full size recorded copy of the Map.
 - c. Boundary monuments need to be set and flagged up. This also includes monuments destroyed by construction and reset pursuant to the standards described in Section 8771 of the Business and Professions code.

For Replacement Bond:

- 1. Maps of areas covered by the bonds.
- 2. Application Fee the amount of \$288.18 per bond.

Once your completed application has been submitted and the necessary fees have been paid, the application will be reviewed and the applicant will be contacted regarding the date of the City Council hearing regarding the application.



CITY OF BEAUMONT TRAFFIC SIGNAL, SIGNING & STRIPING AND CONDUIT PLANS POTRERO BLVD, PRIME DRIVE, DISTRIBUTION WAY & VEILE STREET AT 4TH STREET

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 THE 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 MUINICIPAL 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.

	(000) 722 7100
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.

		ENG	INEER	REVISIONS		CITY		SEPH WHEAT 9467 EXPIRE: 6/30/20	DATE		THI-18-023		ENGINEERING DIVIS	
	EPOCH).	BY	MARK	DESCRIPTION	API	PR. DA		Dubt.	7/3/19	OF CALL	1/22/19 JOB NUMBER:	4/CALIFORN 1912	CITY OF BEAUM	MONT, PL
811	THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, NORTH AMERICAN DATUM 1983, AS DETERMINE! LOCALLY BY THE LINE BETWEEN CSRC CO CORS STATIONS "CNPP" AND "WHO" BOTH PUBLISHED ON THE CSRC DATA SHEETS, BEING N 8"04'01.17163" E (2007.	D	\square					-0.14		CIVIL CIVIL	DATE:			04
Before You Dig	BASIS OF BEARINGS:									★ Exp. 6/30/20	SCALE: 1:20		Approved By:	Ŵ
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	SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOLID. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED.		ļ](IJN	6 Venture, Suite 225 t: (949) 878-3509 f		SET WAS JOSEPH AND FR	JW CHECKED BY:	A	Recommended for Approval By:	1
DIGALERT	0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD, SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET	, 						Traffic Engi Transportation Plar	•	PROFESSIONA	DRAWN BY:	A BEAD	 I	
	BENCHMARK: U.S.C. & G.S. BENCHMARK NO. 0.71 (RIVERSIDE COUNTY DESIGNATION 603-99-68							TJW ENGINE	ERING, INC.	SEAL	DESIGN BY: JW		Reviewed By:	1.0

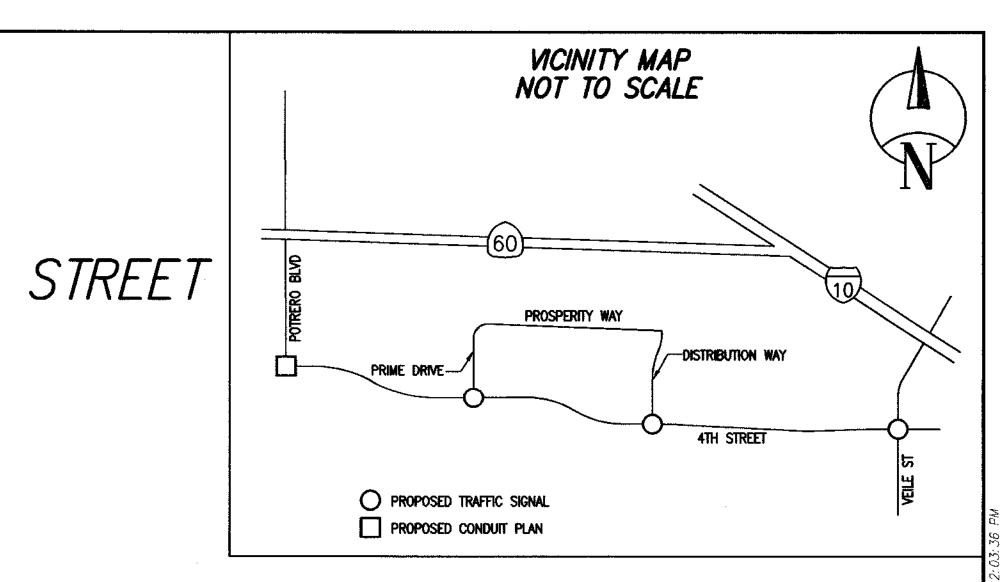
GENERAL TRAFFIC SIGNAL NOTES:

- 1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF THE CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS (2015 RSP), CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014), AND THESE SPECIAL PROVISIONS FOR THIS PROJECT.
- 2. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, (800) 227-2600, AND ALL CONCERNED UTILITY COMPANIES AT LEAST TWO WORKING DAYS IN ADVANCE OF EXCAVATION. LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ALL DAMAGES OCCURRED DUE TO FAILURE TO LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. HAND DIG AS NEEDED OR AS DIRECTED BY THE ENGINEER UNTIL CLEAR OF OBSTRUCTIONS.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON CITY RIGHT-OF-WAY AFFECTED BY CONTRACTOR'S WORK. THE CONTRACTOR SHALL KEEP CITY RIGHT-OF-WAY CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS. THERE SHALL BE NO STOCKPILING OF CONSTRUCTION MATERIALS WITHIN THE CITY RIGHT-OF-WAY WITHOUT THE PERMISSION OF THE ENGINEER.
- 4. ANY EXISTING IMPROVEMENTS DAMAGED SHALL BE REMOVED AND REPLACED AS APPROVED BY THE CITY ENGINEER. PAVEMENT RESTORATIONS SHALL BE PER CITY OF BEAUMONT STANDARDS.
- 5. SEE CALTRANS STANDARD PLAN ES-1A, ES-1B, AND ES-1C FOR SYMBOLS AND ABBREVIATION LEGENDS.
- 6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC SIGNAL EQUIPMENT, SIGNS, AND STRIPING IN ACCORDANCE WITH THE PLANS AND SPECIAL PROVISIONS. ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE UNLESS OTHERWISE NOTED.
- 7. CONTROLLER CABINET AND SERVICE CABINET SHALL BE PLACED AT A MINIMUM OF 15 FEET APART.
- 8. ELECTRICAL CONDUIT SHALL BE PLACED AT A MINIMUM OF 2 FEET FROM TELEPHONE CONDUIT.
- 9. ALL PULL BOXES SIZE SHALL BE NO. 6 UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER. PULL BOXES IN UNIMPROVED AREAS NOT PROTECTED BY CURB AND GUTTER SHALL BE TRAFFIC BEARING TYPE. MAXIMUM SPACING BETWEEN PULL BOXES SHALL BE 200 FEET.
- 10. ALL CONDUITS SHALL BE 2-INCH TYPE 3 SCHEDULE 80 PVC UNLESS OTHERWISE NOTED. ALL CONDUITS PLACED UNDER PAVING SHALL BE INSTALLED WITHOUT OPEN CUTTING.
- 11. DETECTOR LOOPS SHALL BE CENTERED WITHIN THE DRIVING LANE UNLESS OTHERWISE NOTED. STRIPING LAYOUT (CAT-TRACKING) SHALL BE APPROVED BY THE CITY PRIOR TO DETECTOR LOOP INSTALLATION. ALL LOOP DETECTOR CONFIGURATIONS SHALL BE TYPE "E" PER STANDARD PLAN ES-5B. ALL CURB TERMINATIONS SHALL BE TYPE "A" PER STANDARD PLAN ES-5D. DETECTOR LOOP WIRES SHALL BE TESTED AND APPROVED PRIOR TO FILLING SAWCUTS.
- 12. ALL CABLES AND CONDUCTORS SHALL BE CONTINUOUS WITH A MINIMUM OF 6 FEET OF SLACK INSIDE EACH PULL BOX UNLESS OTHERWISE NOTED, 20 FEET OF SIGNAL INTERCONNECT CABLE SLACK SHALL BE PROVIDED INSIDE THE CONTROLLER CABINET.
- 13. TRAFFIC SIGNAL INTERCONNECT CABLE (SIC) SHALL BE 6-PAIR, AWG #20 CABLE UNLESS OTHERWISE NOTED. TRAFFIC SIGNAL INTERCONNECT CONDUIT SHALL HAVE A MINIMUM FACTORY CONDUIT BEND RADIUS OF 36 INCH.
- 14. ALL COMBINATION PEDESTRIAN AND VEHICLE SIGNAL INDICATIONS INCLUDING PV HEADS SHALL UTILIZE LIGHT EMITTING DIODE (L.E.D.) TECHNOLOGY. PEDESTRIAN SIGNAL HEADS SHALL BE THE COUNTDOWN TYPE.
- 15. THE CONTRACTOR SHALL POT-HOLE BEFORE TRAFFIC SIGNAL POLES ARE ORDERED.
- 16. TEMPORARY TRAFFIC CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER PRIOR TO START ANY WORK.
- 17. THE CONTRACTOR IS REQUIRED TO SUBMIT TO THE ENGINEER "AS-BUILT" PRINTS PRIOR TO THE CITY'S ACCEPTING THE INSTALLATIONS. THE PRINTS SHALL INDICATE IN RED ALL DEVIATIONS FROM THE CONTRACT PLANS, SUCH AS LOCATION OF POLES, PULL BOXES AND RUNS, DEPTHS OF CONDUIT, NUMBER OF CONDUCTORS AND OTHER APPURTENANT WORK FOR FUTURE REFERENCE.
- 18. THE CONTRACTOR SHALL ALSO FURNISH CABINET INVENTORY SHEETS. THESE SHEETS SHALL INCLUDE SERIAL AND MODEL NUMBERS OF ALL EQUIPMENT CONTAINED IN THE CABINET.
- 19. THE CONTRACTOR SHALL CREATE THE INITIAL SIGNAL SETTINGS AND TIMINGS FOR THE PROPOSED TRAFFIC SIGNAL CONTROLLER OPERATION. A COPY OF THE TIMING SHEET SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVED PRIOR TO ACCEPTANCE.
- 20. ALL SALVAGED EQUIPMENT SHALL BE DELIVERED BY CONTRACTOR TO THE CITY OF BEAUMONT STORAGE YARD FACILITY AT 405 E 4TH STREET (SOUTHEAST CORNER OF 4TH AND G STREET). CONTRACTOR SHALL GIVE A 48-HOUR NOTICE TO THE CITY PRIOR TO ALL PICK-UP AND DELIVERY DATES.
- 21. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN A BUILDING PERMIT (REIMBURSABLE FEE) FOR TRAFFIC SIGNAL METER INSTALLATION. ONCE THE WORK IS APPROVED AND BEEN ISSUED A GREEN TAG, THE CONTRACTOR SHALL CONTACT THE CITY OF BEAUMONT ENGINEERING DEPARTMENT TO AUTHORIZE SOUTHERN CALIFORNIA EDISON TO ENERGIZE THE TRAFFIC SIGNAL AND SAFETY LIGHTING.
- 22. THE CONTRACTOR SHALL MAINTAIN PROPER ADA CLEARANCES AROUND ALL NEW POLES, CABINETS, OR ANY OTHER ABOVE-GROUND EQUIPMENT TO BE INSTALLED AS PART OF THIS PROJECT. ALL NEW POLES, CONDUIT, AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB ACCESS RAMPS.

DECLARATION OF ENGINEER OF RECORD

I HEREBY	DECLARE T	'HAT IN MY I	PROFESSIONAL	OPINION,	THE DESIGN	N OF THE	IMPROVEME	NTS AS SH	OWN
ON THESE	E PLANS CO	MPLIES WITH	THE CURREN	IT PROFESS	IONAL ENG	INEERING	STANDARDS	AND PRACT	FICES.
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			K DOES NOT			,			TY.
AS THE E	ENGINEER OI	F RECORD, I	AGREE TO D	EFEND AND	INDEMNIFY	THE CITY	OF BEAUM	IONT, ITS	
OFFICERS	5, ITS AGENT	S, ITS EMPLO	OYEES FROM	ANY AND A	LL LIABILIT	Y, CLAIMS,	DAMAGES,	OR INJURIE	S TO
ANY PERS	SON OR PRO	OPERTY ARIS	ING FROM NE	GLIGENT AC	ts, error	S OR OMIS	SSIONS OF	THE ENGINE	ER OR
			ENTS OR HIS						

SIGNATURE:		it	DATE:	7/3/19	
LICENSE No.	69467	EXP. DATE: _	6/30/20		

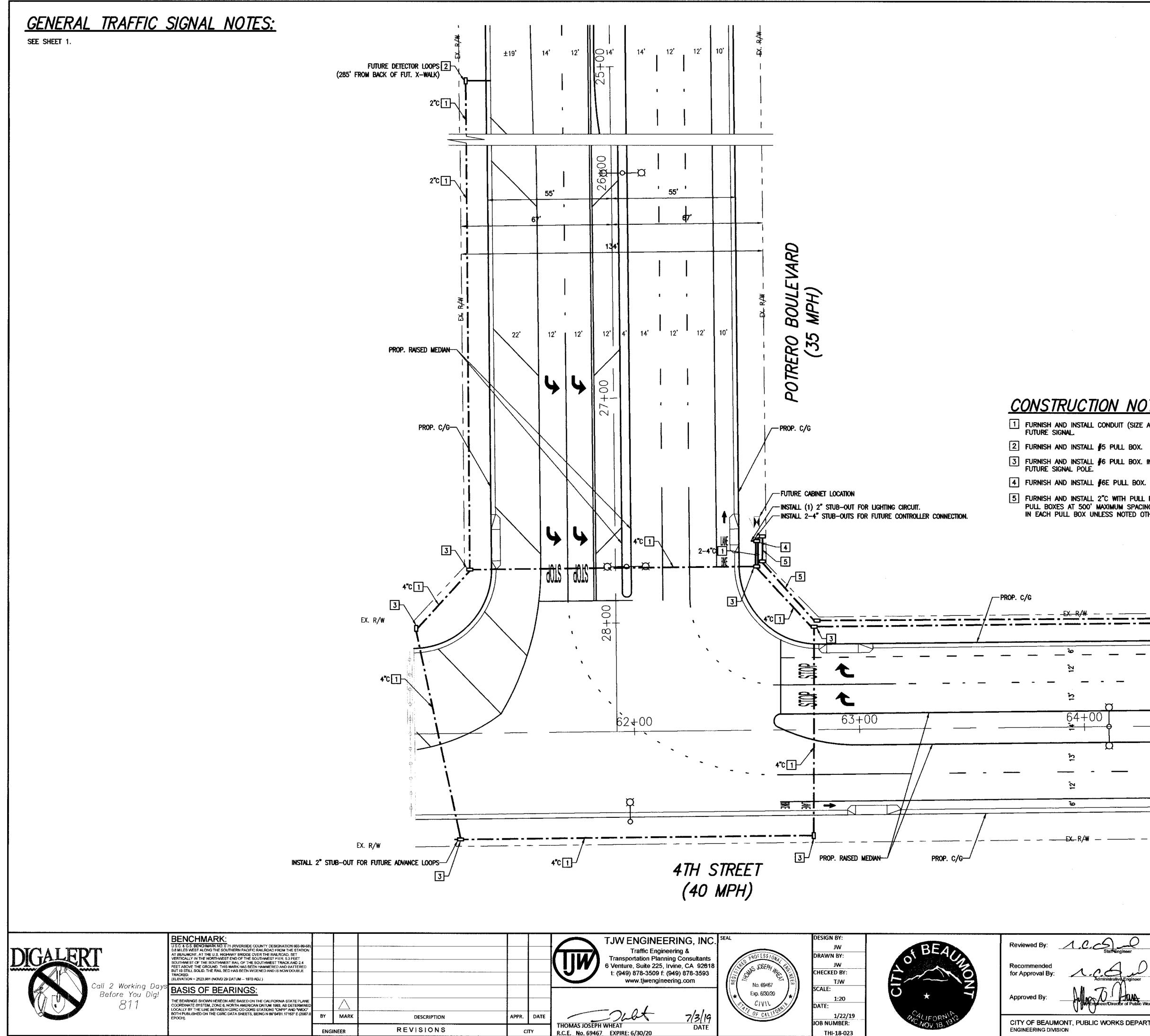


GENERAL SIGNING & STRIPING NOTES:

- 1. TRAFFIC SIGNING AND STRIPING, LEGENDS AND DELINEATOR SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV. 1&2, THE 2015 STANDARD PLANS AND THE 2015 STANDARD SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. PAVEMENT LEGEND, ARROWS, MARKINGS, STRIPING, DELINEATION, AND SIGNS WITHIN THE CITY RIGHT-OF-WAY SHALL MATCH CITY STANDARDS AND STENCILS. THESE ITEMS WITHIN CALTRANS RIGHT-OF-WAY SHALL COMPLY WITH CALTRANS STANDARDS.
- 2. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT LEGENDS AND MARKING SHALL MATCH CITY STENCILS.
- 3. ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY OF BEAUMONT ENGINEERS.
- 4. UPON FINAL ROLLING OF NEW PAVEMENT LINES SHALL BE CAT TRACKED TO THE SATISFACTION OF THE CITY ENGINEER AND CALTRANS. CAT TRACKING SHALL BE MAINTAINED UNTIL STRIPING WORK BEGINS.
- 5. FIRST STRIPING COAT SHALL BE APPLIED WITHIN 24 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
- 6. NEW SIGN POST SHALL BE GALVANIZED STEEL, EASY ERECT BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL, UNLESS OTHERWISE NOTED. SIGN SHALL BE MOUNTED ON STREET LIGHT POLES WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
- 7. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
- 8. ALL LANE WIDTHS SHALL BE MEASURED FROM THE CENTERLINE OF THE STRIPING TO CURB OR EDGE OF PAVEMENT
- 9. ALL NEW STRIPING AND PAVEMENT MARKINGS MUST BE THERMOPLASTIC.

<u>SHEET INDEX:</u>		Projecte
SHEET NO.	DESCRIPTION	
1.	TITLE SHEET	Inc 11 EIM
2.	TRAFFIC SIGNAL CONDUIT PLAN FOR POTRERO BOULEVARD AT 4TH STREET	Fnainaerina
3.	TRAFFIC SIGNAL PLAN FOR PRIME DRIVE AT 4TH STREET	TT.IIN
	TRAFFIC SIGNAL PLAN FOR DISTRIBUTION WAY AT 4TH STREET	Wana / Dranhav
5.	TRAFFIC SIGNAL PLAN FOR VEILE AVENUE AT 4TH STREET	
6.	SIGNING AND STRIPING PLAN FOR 4TH STREET STA. 60+50 TO STA. 69+00	are I wener
7.	SIGNING AND STRIPING PLAN FOR 4TH STREET STA. 69+00 TO STA. 93+00	o. C. 11/0
8.	SIGNING AND STRIPING PLAN FOR 4TH STREET STA. 93+00 TO STA. 109+50	Eile Mam.
9.	SIGNING AND STRIPING PLAN FOR DISTRIBUTION WAY STA. 109+50 TO STA. 120+50	##
10.	SIGNING AND STRIPING PLAN FOR VEILE AVENUE AT	***
. 11.	STREET IMPROVEMENTS PLAN FOR VEILE AVENUE AT	11cor 44444

2	Date: 7.25,19	CITY OF BEAUMONT, CALIFORNIA	SHEET
Staff Engineer		TITLE SHEET	1
05 ml	Date: 7.25.19	TRAFFIC SIGNAL, SIGNING AND STRIPING &	
Administrative Engineer		CONDUIT PLANS	. 11
Engineer/Director of Public Works	Date: _7 [26] [6	POTRERO BLVD, PRIME DRIVE, DISTRIBUTION WAY	OF 11 SHEETS
		& VEILE STREET AT 4TH STREET	3279
JBLIC WORKS DEPARTMENT	550E. 6th St Beaumont, CA 92223 TEL: (961) 769-8520 FAX: (951) 769-8526	STREET IMPROVEMENT PLAN	



CONSTRUCTION NOTES:

1 FURNISH AND INSTALL CONDUIT (SIZE AS LABELED) WITH PULL ROPE FOR FUTURE SIGNAL.

3 FURNISH AND INSTALL #6 PULL BOX. INSTALL (1) 2" STUB-OUT FOR FUTURE SIGNAL POLE.

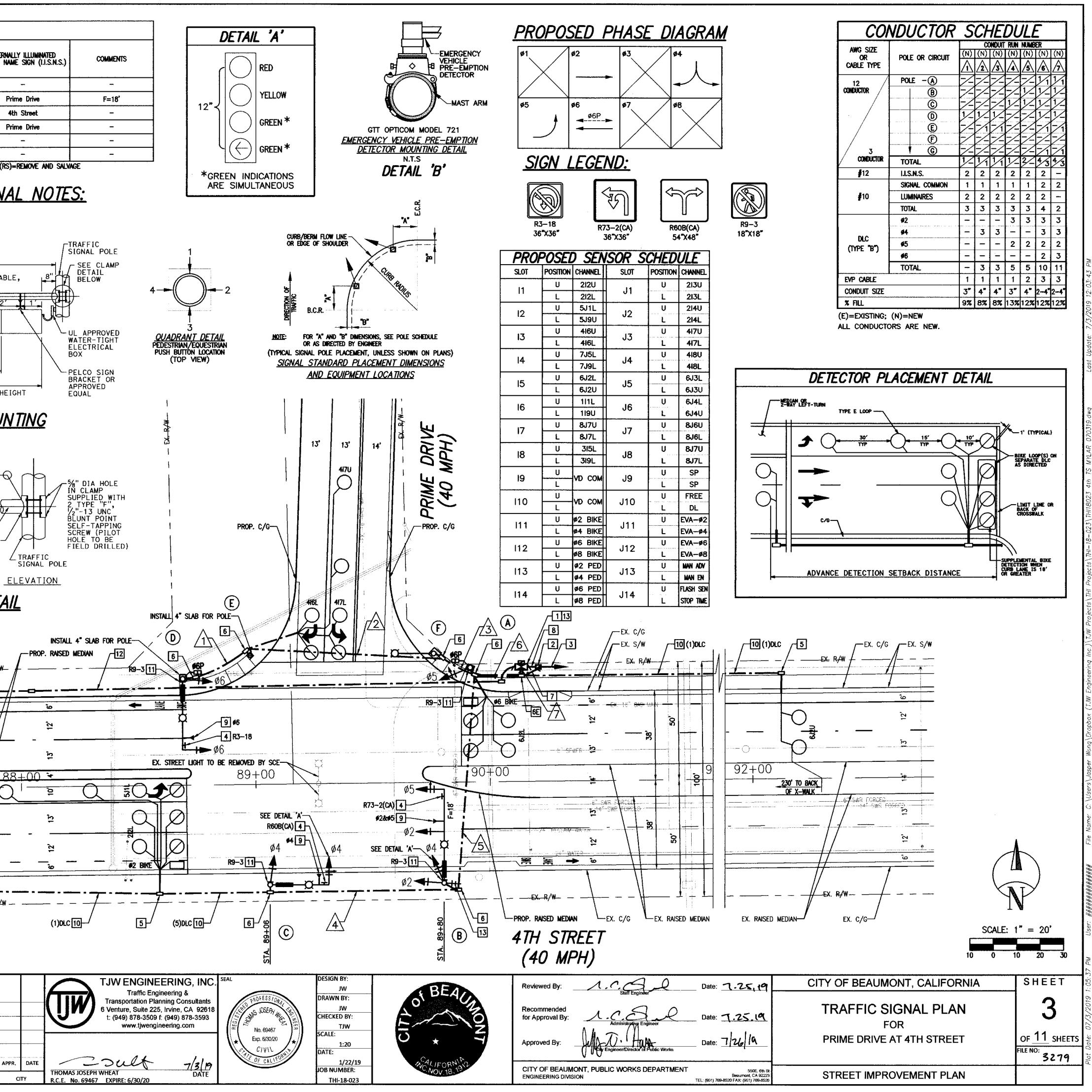
5 FURNISH AND INSTALL 2"C WITH PULL ROPE TO B STREET. INSTALL #6 PULL BOXES AT 500' MAXIMUM SPACING. INSTALL A MINIMUM OF 6' SLACK IN EACH PULL BOX UNLESS NOTED OTHERWISE.

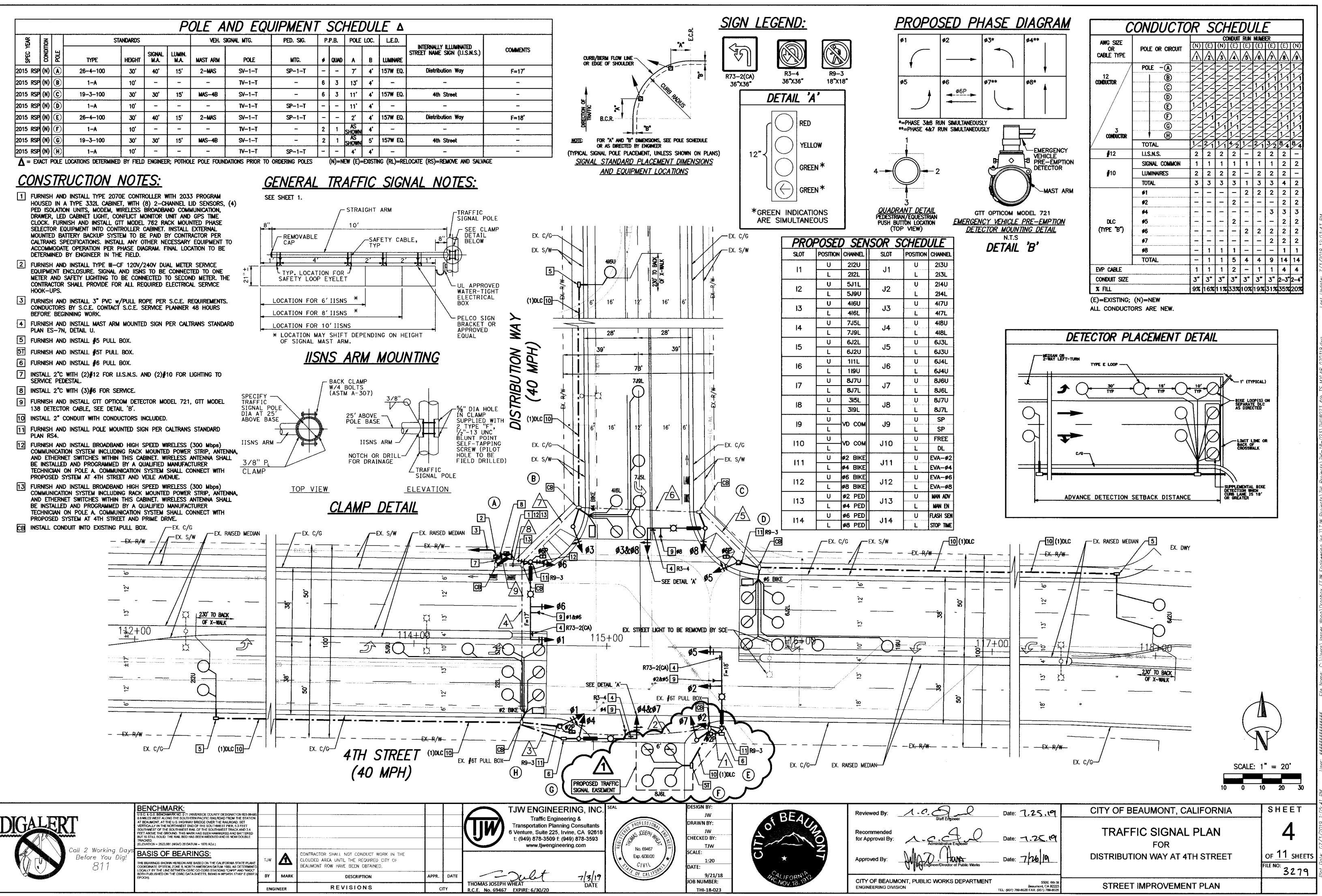
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T. HUNA MEmphiceer/Director of Public Works	Date	7/26	19	POT	FRERO E	BOULE	EVARD AT 4	4TH STRE		OF <u>11</u> SHI FILE NO: 327	¢.
JBLIC WORKS DEPARTMENT	TEL: (951) 7		550E 6th St ht CA 92223 1) 769-8526		STREE	T IMP	ROVEMEN	T PLAN			

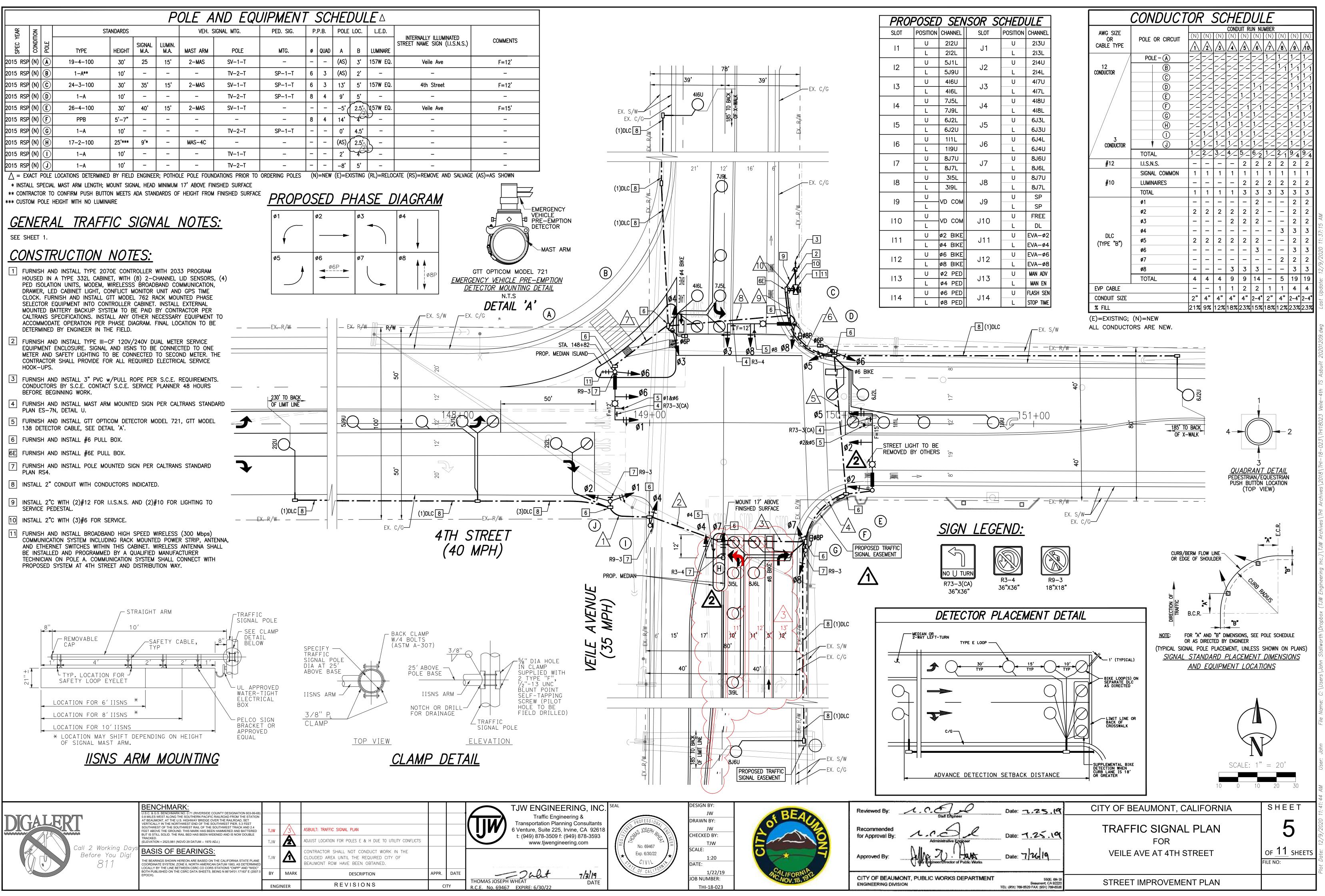
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5 FURN 6 FURN	NISH NISH	i and I and	, DETAIL U. INSTALL #5 PULL INSTALL #6 PULL	BOX.						SIGN	N M. Al I	AY SH MAST	IFT D ARM.	_	
7 inst Serv	all. Vice	2"C PED) INSTALL #6E PULI WITH (2)#12 FOR I ESTAL.	.I.S.N.S. A	ND (2)#	10 FOR	LIGHTING TO			4	<u>//S</u>	- BA	CK CI	LAMP	<u>AOUN</u>
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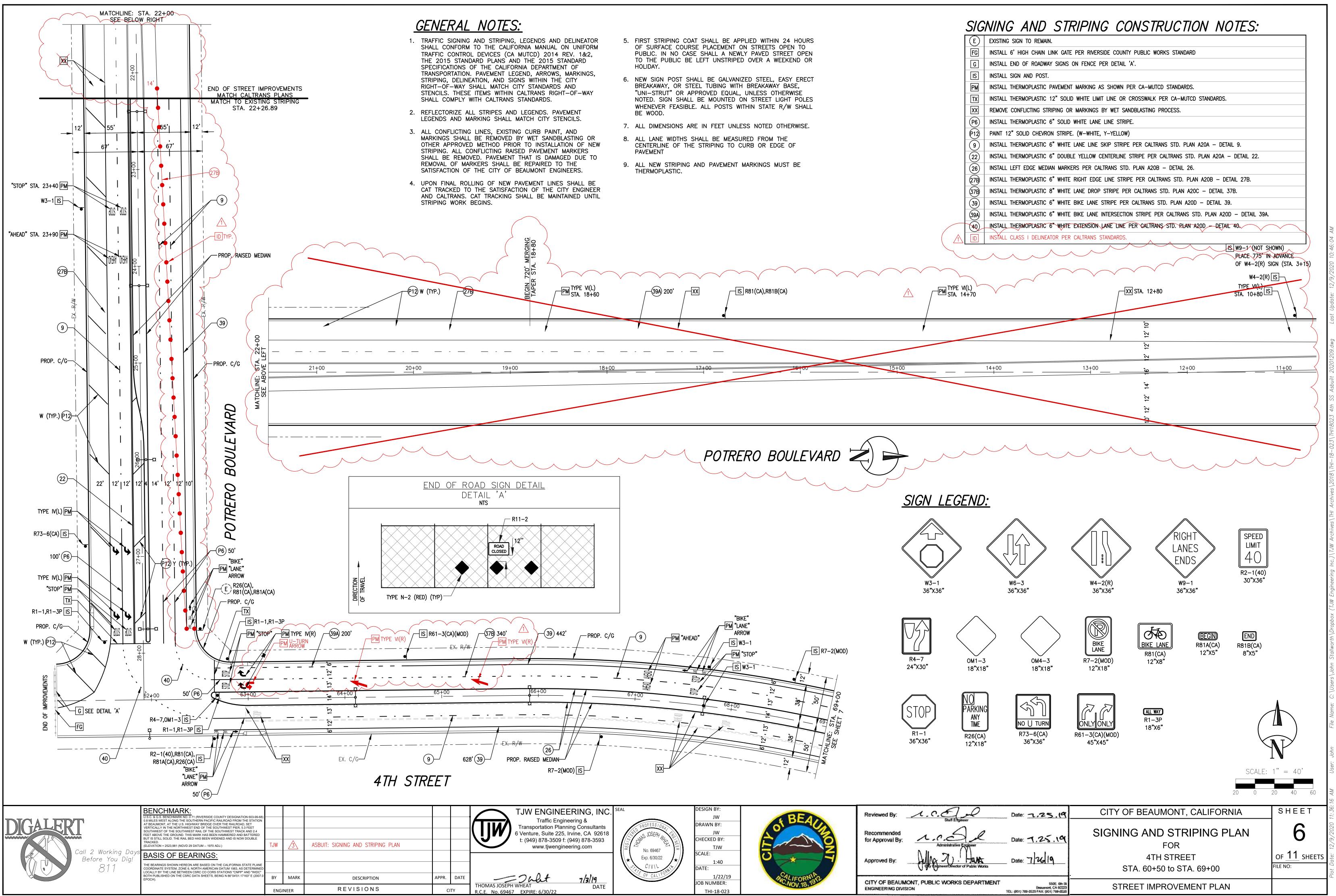
ENGINEER

REVISIONS



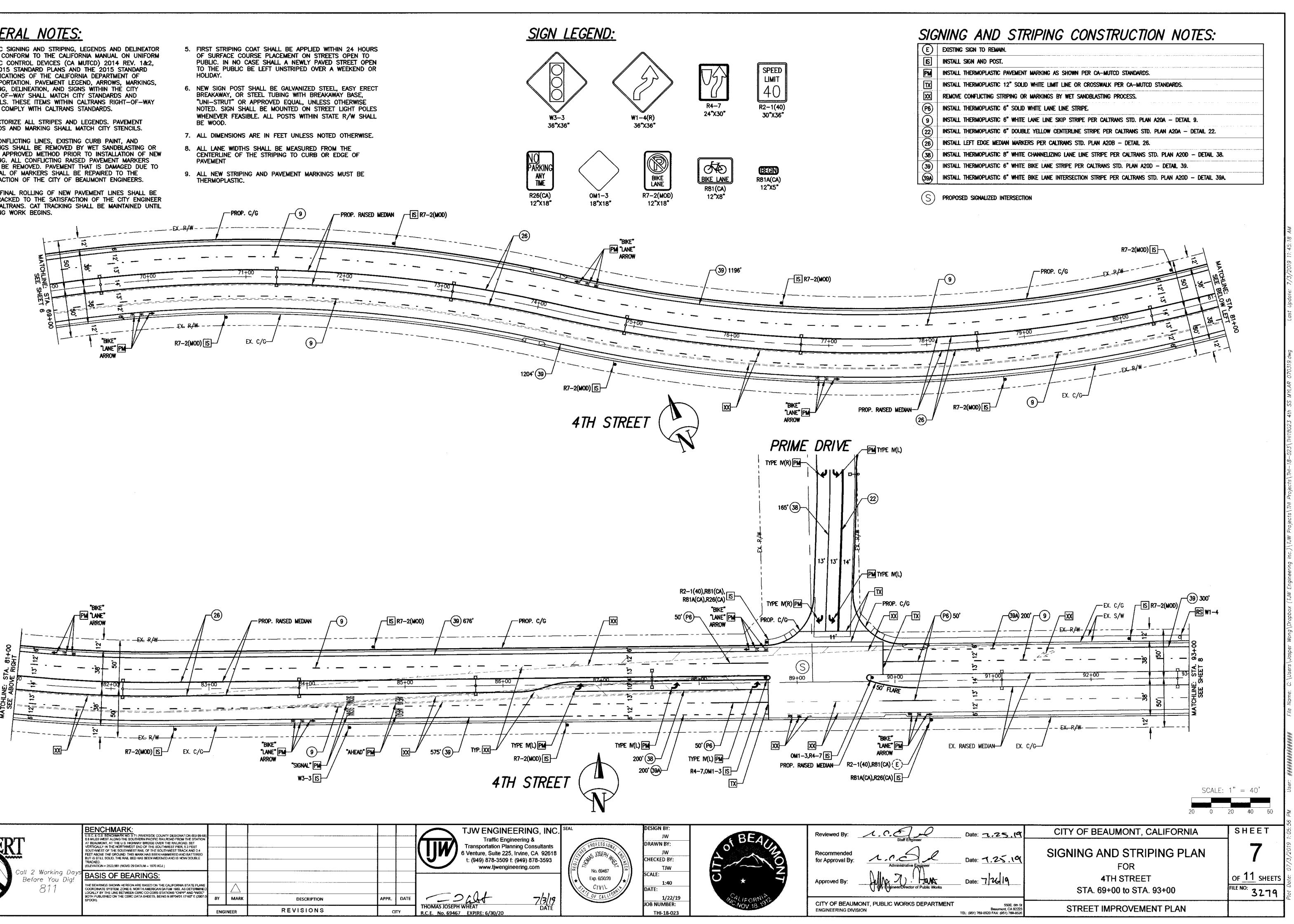


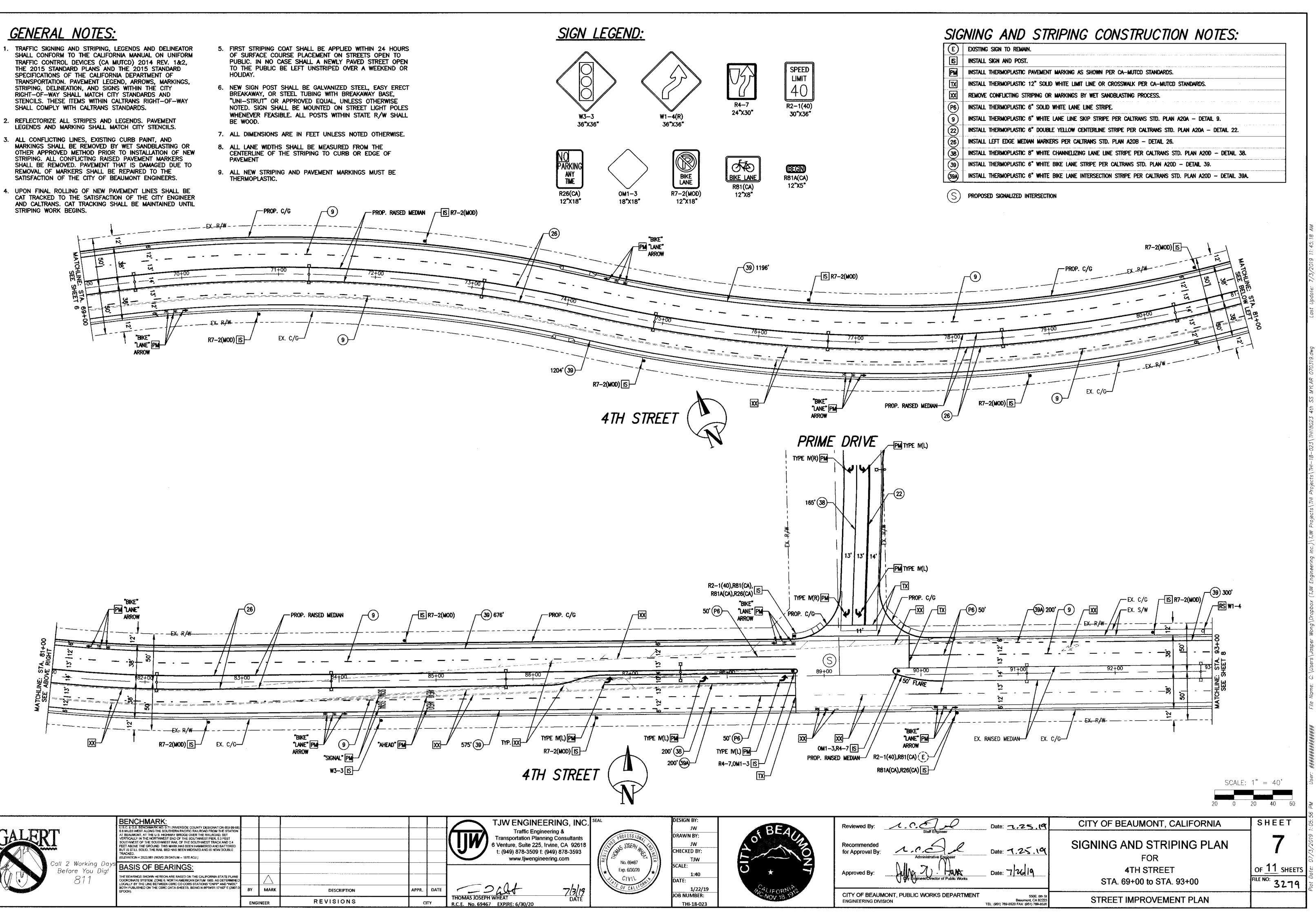




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- 4. UPON FINAL ROLLING OF NEW PAVEMENT LINES SHALL BE CAT TRACKED TO THE SATISFACTION OF THE CITY ENGINEER AND CALTRANS. CAT TRACKING SHALL BE MAINTAINED UNTIL STRIPING WORK BEGINS.

- OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
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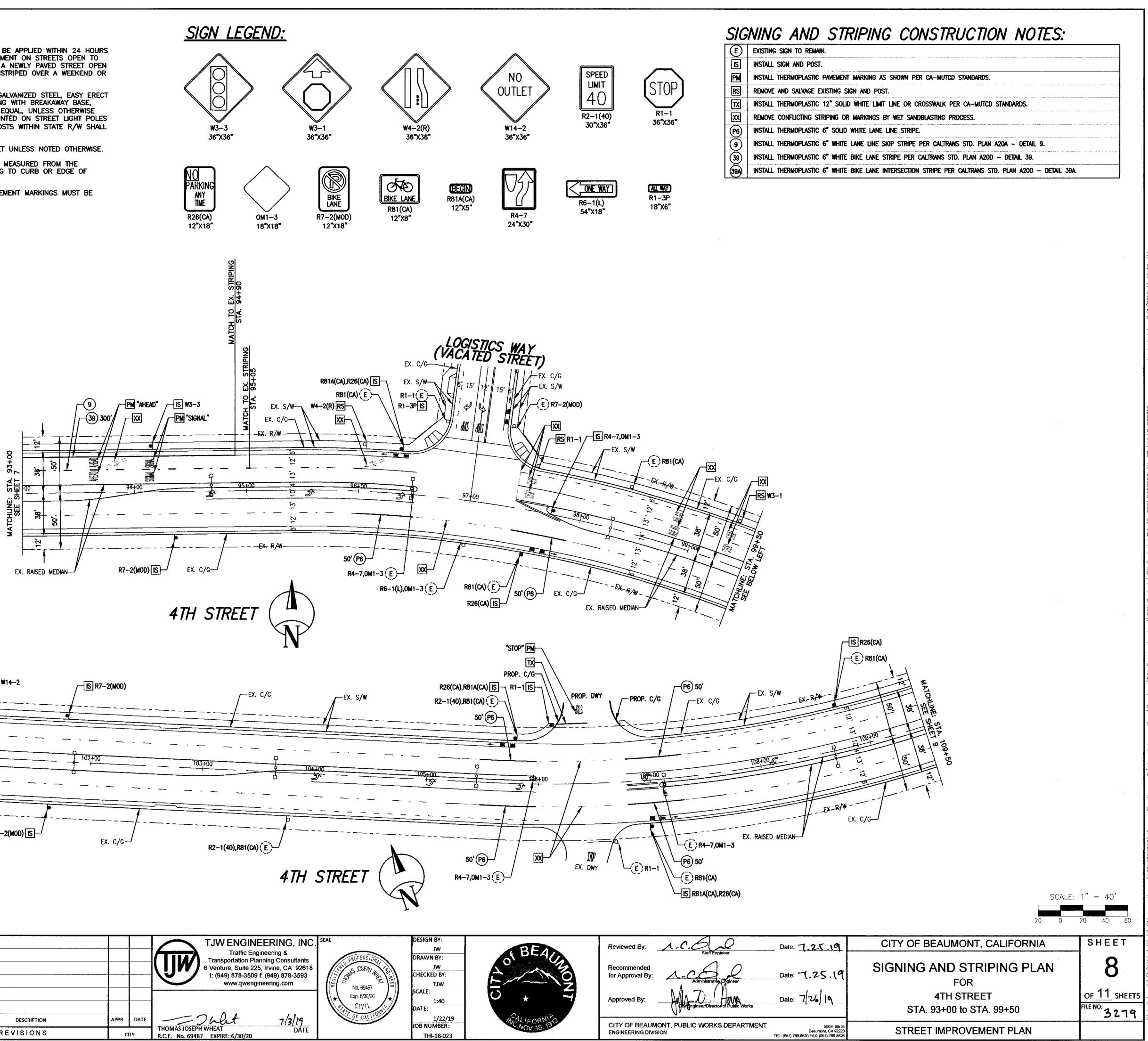


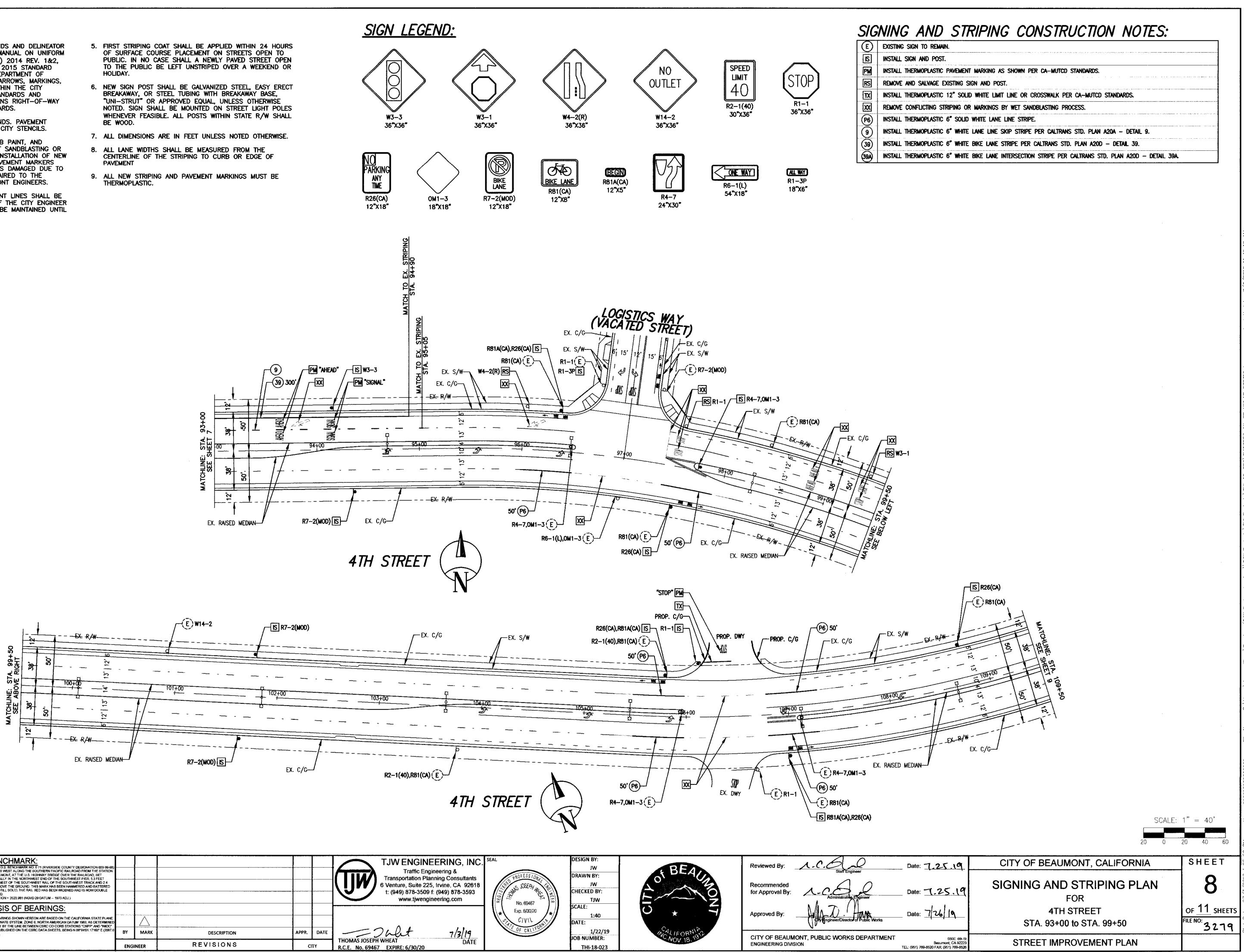


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DIGALERT	BENCHMARK: U.S.C. & G.S. BENCHMARK NO. 0 71 (RIVERSIDE COUNTY DESIGNATION 603-99-68) 0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD, SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST FRAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOLID. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED. (ELEVATION = 2523,981 (NGVD 29 DATUM – 1970 ADJ.)			

- 1. TRAFFIC SIGNING AND STRIPING, LEGENDS AND DELINEATOR SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV. 1&2, THE 2015 STANDARD PLANS AND THE 2015 STANDARD SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. PAVEMENT LEGEND, ARROWS, MARKINGS, STRIPING, DELINEATION, AND SIGNS WITHIN THE CITY RIGHT-OF-WAY SHALL MATCH CITY STANDARDS AND STENCILS. THESE ITEMS WITHIN CALTRANS RIGHT-OF-WAY SHALL COMPLY WITH CALTRANS STANDARDS.
- 2. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT LEGENDS AND MARKING SHALL MATCH CITY STENCILS.
- 3. ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY OF BEAUMONT ENGINEERS.
- 4. UPON FINAL ROLLING OF NEW PAVEMENT LINES SHALL BE CAT TRACKED TO THE SATISFACTION OF THE CITY ENGINEER AND CALTRANS. CAT TRACKING SHALL BE MAINTAINED UNTIL STRIPING WORK BEGINS.

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- BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL, UNLESS OTHERWISE WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
- CENTERLINE OF THE STRIPING TO CURB OR EDGE OF PAVEMENT
- THERMOPLASTIC.





		ENG	INEER	REVISIONS	
	BOTH PUBLISHED ON THE CSRC DATA SHEETS, BEING N 86*04101.17163* E (2007.0 EPOCH).	BY	MARK	DESCRIPTION	АРР
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	BENCHMARK: U.S.C. & G.S. BENCHMARK NO. 671 (RIVERSIDE COUNTY DESIGNATION 603-99-68)				

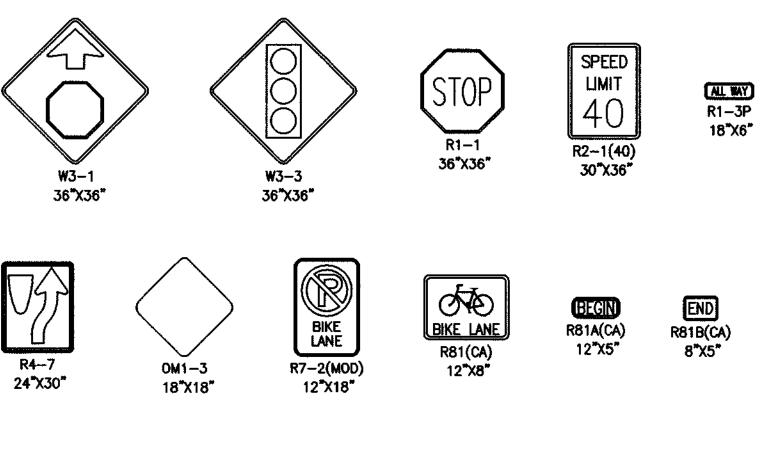
SIG	NING AND STRIPING CONSTRUCTION NOTES:
E	EXISTING SIGN TO REMAIN.
ы	INSTALL SIGN AND POST.

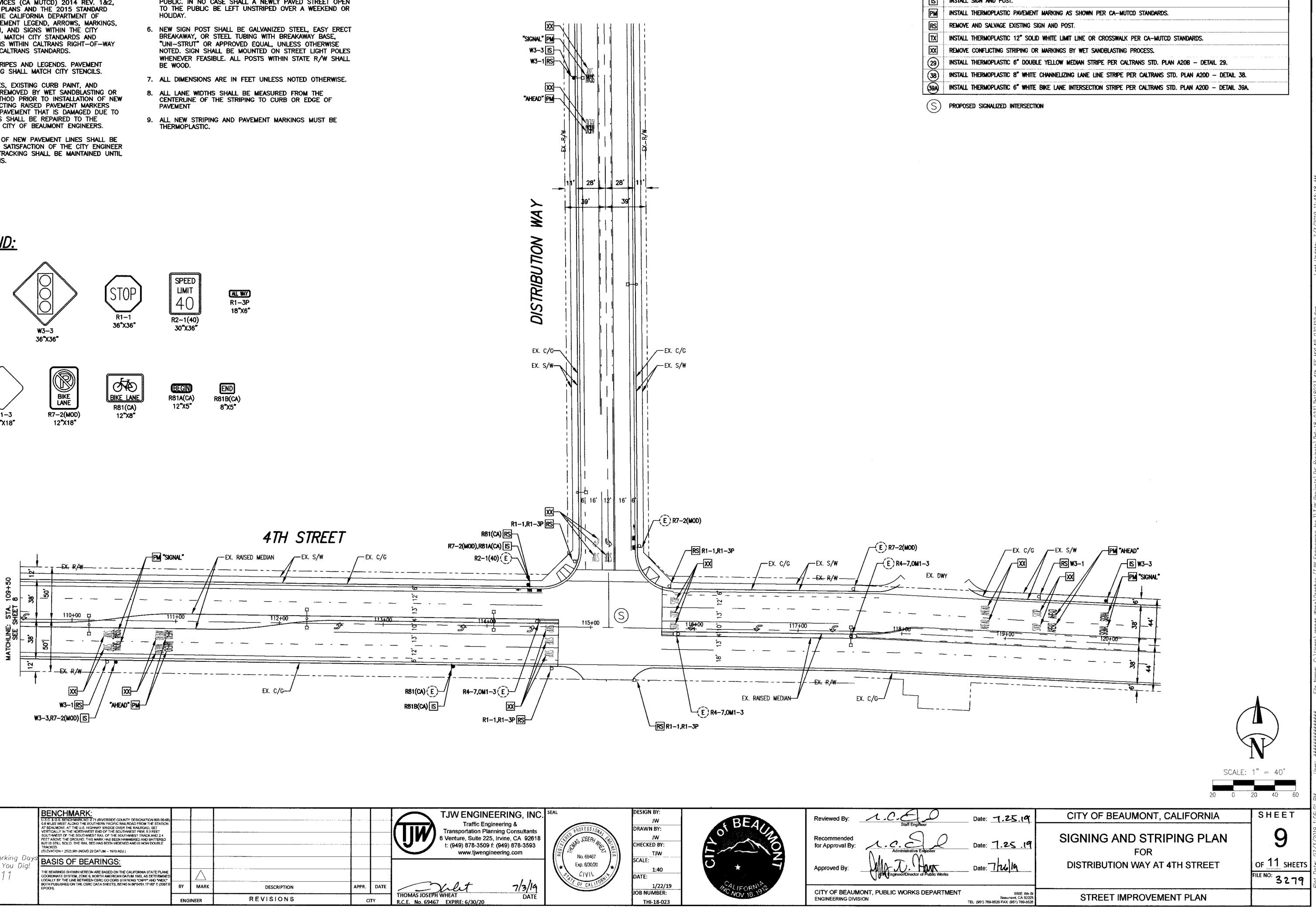
PM	INSTALL THERMOPLASTIC PAVEMENT MARKING AS SHOWN PER CA-MUTCD STANDARDS.
RS	REMOVE AND SALVAGE EXISTING SIGN AND POST.
TX	INSTALL THERMOPLASTIC 12" SOLID WHITE LIMIT LINE OR CROSSWALK PER CAMUTCD STANDARDS.
XX	REMOVE CONFLICTING STRIPING OR MARKINGS BY WET SANDBLASTING PROCESS.
P6	INSTALL THERMOPLASTIC 6" SOLID WHITE LANE LINE STRIPE.
9	INSTALL THERMOPLASTIC 6" WHITE LANE LINE SKIP STRIPE PER CALTRANS STD. PLAN A20A - DETAIL 9.
39	INSTALL THERMOPLASTIC 6" WHITE BIKE LANE STRIPE PER CALTRANS STD. PLAN A20D - DETAIL 39.
(39A)	INSTALL THERMOPLASTIC 6" WHITE BIKE LANE INTERSECTION STRIPE PER CALTRANS STD. PLAN A20D - DETAIL 39A.

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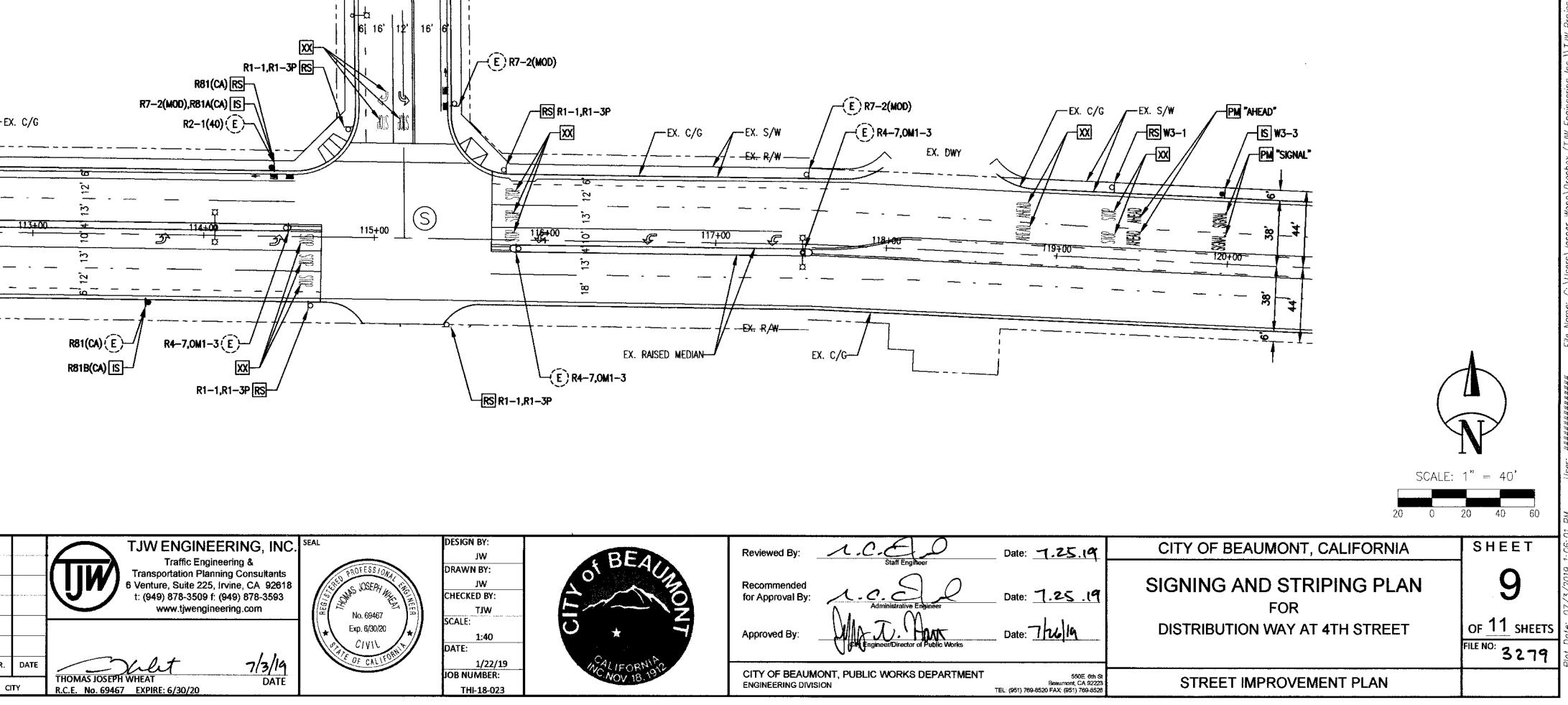
- 5. FIRST STRIPING COAT SHALL BE APPLIED WITHIN 24 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
- BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL, UNLESS OTHERWISE WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
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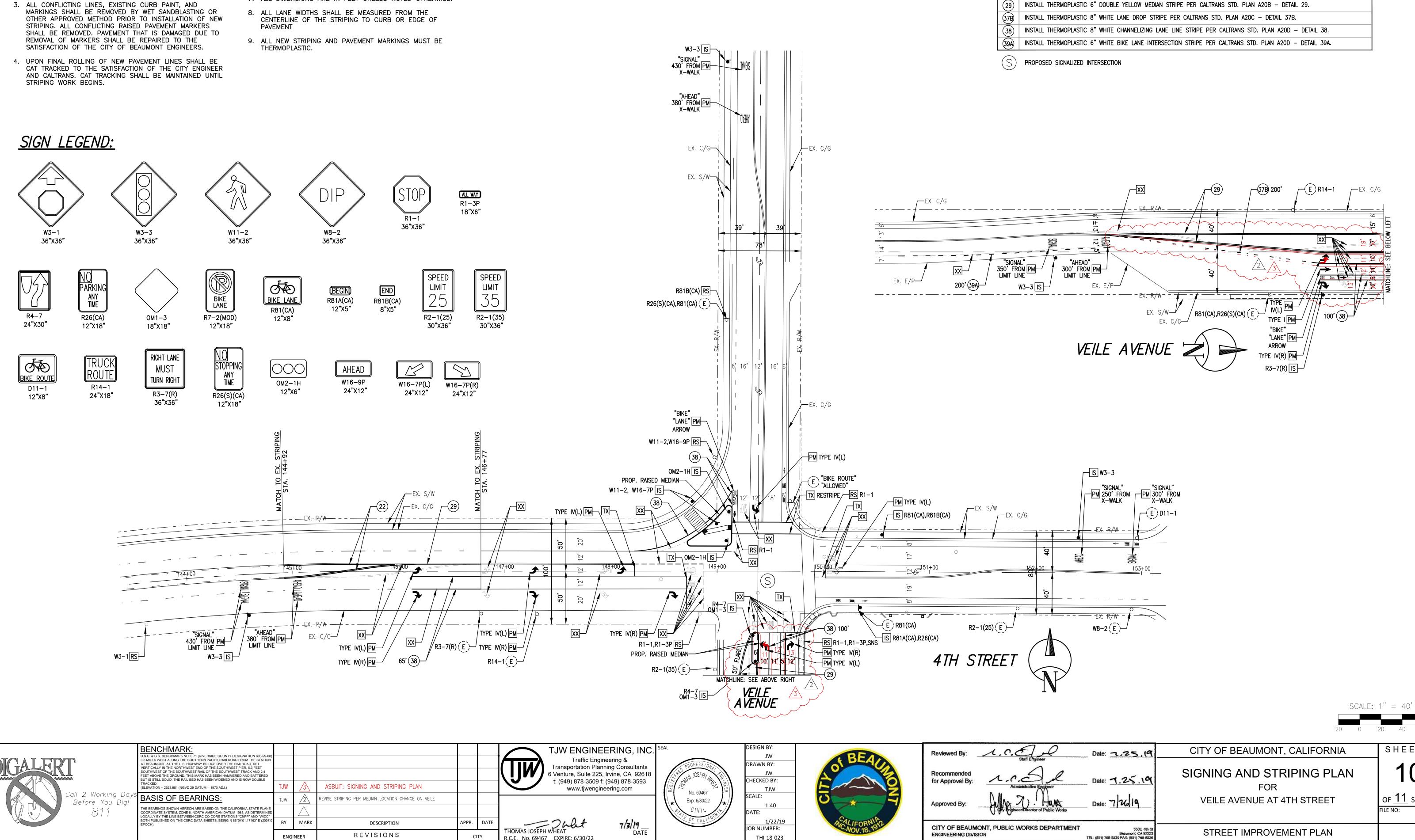
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-			ENG	INEER	REVISIONS	Т



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- 6. NEW SIGN POST SHALL BE GALVANIZED STEEL, EASY ERECT BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL, UNLESS OTHERWISE NOTED. SIGN SHALL BE MOUNTED ON STREET LIGHT POLES WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
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- PAVEMENT
- THERMOPLASTIC.



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37B	INSTALL THERMOPLASTIC 8" WHITE LANE DROP STRIPE PER CALTRANS STD. PLAN A20C – DETAIL 37B.
38	INSTALL THERMOPLASTIC 8" WHITE CHANNELIZING LANE LINE STRIPE PER CALTRANS STD. PLAN A20D - DETAIL 38.
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Date:	20 0 20 40 60		
Stan Engineer	AUMONT, CALIFORNIA SHEET	Date: 7.25.19	r.E.l
Administrative Engineer Date: 1.25.19	FOR ENUE AT 4TH STREET OF <u>11</u> SHEETS	1 I.	Administrative Engineer
LIC WORKS DEPARTMENT 550E. 0th St Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526 STREET IMPROVEMENT PLAN	MPROVEMENT PLAN	Beaumont, CA 92223	LIC WORKS DEPARTMENT

GENERAL STREET NOTES:

- 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 OF CONSTRUCTION, AT
- (951) 769-8520. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION", COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
- ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET 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.
- ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THOSE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR 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 PERMIT MAY BE REQUIRED.
- THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO COUNTY STANDARD NO. 816. 8. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.
- 9. 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.
- . 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 TO SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
- . AS DETERMINED BY THE PUBLIC WORKS DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
- . CONSTRUCTION PROJECTS DISTURBING 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), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
- . 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.
- 4. EXISTING STORM DRAIN PIPES / CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
- 3. All storm drain, catch basins and storm water runoff structures will be provided WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND GRIT, 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.
- a, 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.
- 7. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE NO. 460 AND 499. (ACER SACCHARINIM, QUERCUS ALBA, AND EAYTHEA EDULUS).
- 1.3. ONLY LANDSCAPING CONSISTING OF GRASS AND PARKWAY TREES MAY BE INSTALLED WITHIN PARKWAYS ON LOCAL RESIDENTIAL STREETS WITHOUT SEPARATE LANDSCAPE PLANS. ALL OTHER TYPES OF LANDSCAPING IN THESE AREAS, AND ALL LANDSCAPING ON ALL OTHER STREETS, SHALL REQUIRE SEPARATE LANDSCAPE PLANS. ALL LANDSCAPING ENCROACHMENTS SHALL CONFORM TO RIVERSIDE COUNTY "STANDARDS RELATING TO THE ADMINISTRATION OF LANDSCAPE ENCROACHMENTS", DATED JUNE 1990.
- 13. 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 DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

DECLARATION OF ENGINEER OF RECORD

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 FUR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF B AUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH 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 OR RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: EXP. DATE: 12/31/2056155 LICENSE No

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S):

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 THIS PLAN. 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.

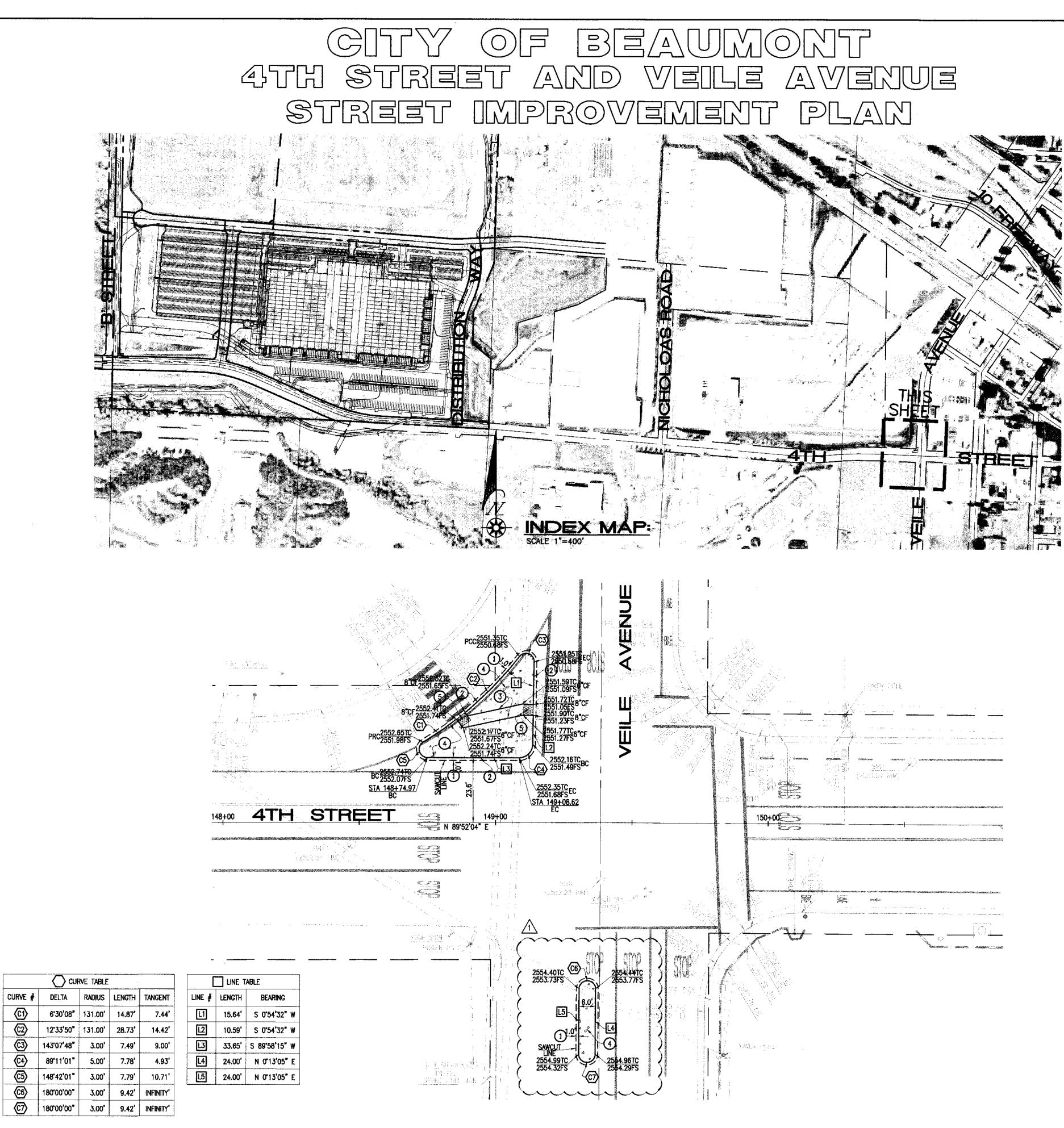
THE ESTIMATED QUANTITIES HEREON ARE ONLY FOR THE PURPOSE OF OBTAINING THE NECESSARY PERMITS, AND DOES NOT GUARANTEE THE ACCURACY OF THE ESTIMATED QUANTITIES. THE CONTRACTOR SHALL PERFORM HIS OWN QUANTITY TAKE OFF BEFORE SUBMITTING A BID FOR ANY PORTION OF THE IMPROVEMENTS COVERED BY THESE PLANS. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCEMENT. THE CONTRACTOR SHALL ADHERE TO REGULATIONS RECARDING THE WORK PER SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE NO. 403.

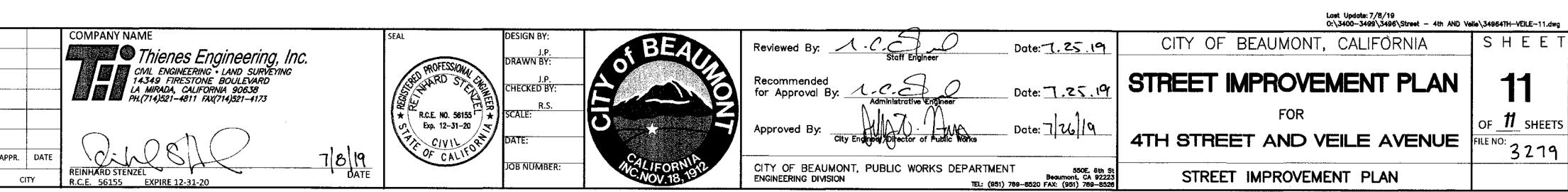
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

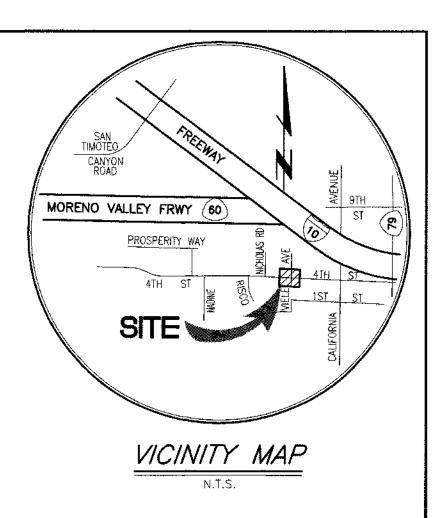
			VE TABLE		
LINE	TANGENT	LENGTH	RADIUS	DELTA	curve #
Ľ	7.44'	14.87'	131.00'	6'30'08"	(I)
Ľ	14.42'	28.73 '	131.00'	12:33'50"	(2)
	9.00'	7. 4 9'	3.00'	143'07'48"	3
	4.93'	7.78'	5.00'	89"11"01"	(C4)
	10.71'	7.79'	3.00'	148'42'01"	(5)
·	INFINITY'	9.42'	3.00'	180'00'00*	(6)
	INFINITY'	9.42'	3.00'	180'00'00*	(07)

LINE	ŧ
L1	
12	
L3	
L4	
[5]	

DIGALERT	BENCHMARK: U.S.C. & G.S. BENCHMARK NO. 0 71 (RIVERSIDE COUNTY DESIGNATION 603-99-68) 0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD, SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOLID. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED. ELEVATION = 2523.981 (NGVD 29 DATUM 1970 ADJ.)				
Cell 2 Working Days Before You Digi	BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEING N 89'06'52" W AS PER RECORD OF SURVEY, R.S.B. 85 / 20-25,	ВҮ	<u></u> MARK	CONTRACTOR SHALL NOT CONDUCT WORK IN CLOUDED AREA UNTIL THE REQUIRED CITY OF BEAUMONT R.O.W. HAVE BEEN OBTAINED. DESCRIPTION	AP
811	RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.	ENG	INEER	REVISIONS	







UTILITY CONTACTS:

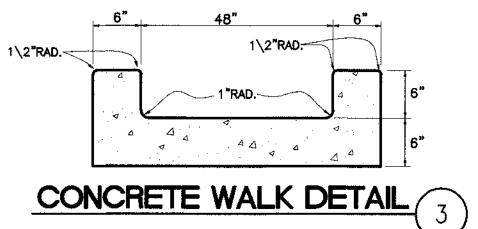
THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITIES OR AGENCIES A MINIMUM OF TWO WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION.

	Commercial Contention
CITY OF BEAUMONT:	(951) 769-8520
EASTERN MUNICIPAL WATER DISTRICT:	(951) 766-1810
GENERAL TELEPHONE:	(800) 422-4133
SOUTHERN CALIFORNIA GAS COMPANY:	(800) 227–2600
BEAUMONT-CHERRY VALLEY WATER DISTRICT	(951) 845-9581
SOUTHERN CALIFORNIA EDISON COMPANY:	(909) 928-8270
UNDERGROUND SERVICE ALERT:	(800) 422-4133

ABREVIATIONS:

pŁ R∕W		B.O.P. R	-bottom of PIPE -radius
Q Arch. T.C. F.L.		<u>R=00.0</u> T.F. T.W. C.M.B.	-RATE OF GRADE -TOP OF FOOTING -TOP OF WALL -CRUSHED MISC. BASE
F.S. T.S. H.P. F.F. R.D.	FINISH SURFACE TOP OF CONCRETE SLAB HIGH POINT FINISH FLOOR ROOF DRAIN	S.F. (0.00) B.O.W. T.G.	
R.C.P. INV. S = F.G.		TOE	- NATURAL GRADE - TOP OF SLOPE - TOE OF SLOPE - EDGE OF PAVEMENT ASPLIANT CONCEPTS
S.D. T.R. ST.LT. G.B.		A.C. C.L.F. CONC. PKWY DRAIN	-ASPHALT CONCRETE CHAIN LINK FENCE CONCRETE PARKWAY DRAIN HANDICAP EXISTING
H.P. H=	HEIGHT OF RETAINING	TRANS PAD BLDG	- HANDICAP - EXISTING - TRANSFORMER PAD - BUILDING - MANHOLE
L.S. A.B. P.V.C. C.I.P. F.H. P.P.	- CURB FACE - BACK OF WALK - LANDSCAPING - AGGREGATE BASE - POLYVINYLCHLORIDE - CAST IRON PIPE - FIRE HYDRANT - POWER POLE	M.H. T.B. S/O N/O E/O W/O	
C.B. B.C.R. E.C.R. L.P. S.W. T.O.P.	CATCH BASIN BEGINNING OF CURB RETURN END OF CURB RETURN LOW POINT STEM WALL TOP OF PIPE		

CONSTRUCTION NOTES:	QTY:
\bigcirc SAWCUT AND REMOVE EXISTING AC PAVEMENT. REPLACE WITH FULL DEPTH AC PAVEMENT	214 S.F.
2 - CONSTRUCT 8" TYPE "D" CURB PER COUNTY OF RIVERSIDE STD. No. 204	1 94 L.F.
3	113 SF
(4) Construct modified curb adjacent sidewalk per county of riverside std. No. 401	815 S.F.
5 - INSTALL RAISED TRUNCATED DOME DETECTABLE WARNING SURFACE PER COUNTY RIVERSIDE STD. NO. 403, PG. 2 OF 4.	24 SF



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

(4th Street – Signal/Striping Improvements)

THIS SECURITY AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and USEF CROSSROADS II, LLC, a Delaware limited liability company ("DEVELOPER").

RECITALS

A DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to that certain Tract Map/Parcel Map/Plot Plan entitled Tract Map 34209 "4th Street and Potrero Blvd. Improvements" (the "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 grading, paving, curbs, gutters, sidewalks, street lights, storm drains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, as shown on the Map and described in the conditions of approval of the Map, including any required 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. <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 on or before the date which is one (1) year following the Effective Date, as defined below, subject to extension for any periods in which DEVELOPER is reasonably delayed by circumstances beyond the control of DEVELOPER by reason of (i) fire, earthquake, explosion, flood, hurricane, the elements, governmental regulation of the sale of materials or supplies or the transportation thereof, war, invasion insurrection, rebellion, riots, strikes or lockouts, or inability

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to obtain necessary materials, goods, equipment, services, utilities or labor; or (ii) for any delays in the issuance of any applicable permits, which delays are not caused in whole or in part by any act or omission by DEVELOPER or its agents or contractors. As a condition of any such extension, DEVELOPER will provide written notice to City within 30 days of the occurrence of the event along with the actual or estimated period of delay.

2. <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 in accordance with <u>paragraph 9.(b)</u> below.

3. <u>Compliance with Plans and Specifications.</u> The Improvements shall be constructed and installed in strict accordance with plans and specification to be submitted to the CITY for review and approved by the CITY (the "Approved Plans") prior to DEVELOPER'S commencement of the construction of the Improvements, such approval not to be unreasonably withheld, conditioned or delayed, and such approval to be granted or denied (any such denial to be accompanied with a reasonably detailed description of the reason(s) therefore) within sixty (60)_ days following DEVELOPER'S submission of such plans and specifications to the CITY for review. Nothing in this Section 3 shall limit the legal authority and power of the City to grant or deny approval of the plans and specifications. If City denies any plans or specifications DEVELOPER shall resubmit the same within sixty (60) days and the time periods above shall recommence.

4. <u>Security for Performance.</u> Prior to commencing construction of the Improvements, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form 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. <u>Security for Contractors, Subcontractors, Laborers and Materialmen.</u> 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 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.

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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 \$1,000,000.00 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, cause its general contractor to obtain Worker's Compensation Insurance in an amount required by law.

7. <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 \$1,000,000 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 except as provided below, arising out of or in any way attributable to DEVELOPER'S construction or maintenance of the Improvements and/or this Agreement; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable to the extent the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. <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 (defined below) 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 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 (the "Security Notice") sent by certified mail to the DEVELOPER and to the Surety within 30 days following Final Completion of the Improvements. The Security 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 construction of the Improvements has been completed in accordance with the Approved Plans, the DEVELOPER shall notify the CITY in writing (the "Completion Notice") of the completed work, including a description of the work completed. Upon receipt of the Completion Notice, the CITY shall have 30 days to review and provide DEVELOPER with written notice either (i) accepting the Improvements and enclosing a release of any remaining payment and/or performance security (the "Approval Notice") or (ii) providing a list of all remaining work to be completed in order for the Improvements to comply with the Approved Plans (a "Disapproval Notice"). Within 45 days of receipt of a Disapproval Notice, the DEVELOPER shall cause the remaining work listed in the Disapproval Notice (to the extent such work is included in the Approved Plans) to be performed and shall submit to the CITY a new Completion Notice. The above-described process shall be repeated until the DEVELOPER has completed the Improvements in accordance with the plans and specifications and the CITY has provided DEVELOPER with the Approval Notice, following which DEVELOPER shall be deemed to have achieved "Final Completion" of the Improvements.

10. <u>Procedure for Release of Payment Bond Security</u>. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment shall, 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 shall be promptly released in full.

11. <u>Security for One-Year Warranty Period.</u> The release procedures described in paragraphs 9 and 10 above shall not apply to the required guarantee and warranty period under Government Code Section 66499.9 nor to the amount of the performance bond security deemed necessary by the CITY in its reasonable discretion for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorney's fees. Following the expiration of the one (1)-year warranty period and if no claims have been recorded, the warranty bond shall be released in full.

12. <u>Waiver of Consequential Damages</u>. Notwithstanding any term or condition in this Security Agreement, neither party shall be liable to the other for incidental, lost profits, consequential, reliance, special, punitive, exemplary, or indirect damages arising out of this Security Agreement, whether by reason of contract, indemnity, strict liability, negligence, breach of warranty or from breach of this Agreement, and regardless of whether the parties knew of the possibility that such damages could result. Each party hereby releases the other party from such

claims.

13. <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.

14. <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.

15. <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.

16. <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 out-of-pocket costs of suit.

17. <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.

[signature pages follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of July 19, 2019 (the "Effective Date").

<u>CITY</u>:

CITY OF BEAUMONT By_ Mayor

DEVELOPER:

USEF CROSSROADS II, LLC, a Delaware limited liability company

By: USAA EAGLE REAL ESTATE MULTI-SECTOR OPERATING PARTNERSHIP, LP, a Delaware limited partnership, its managing member

- By: USAA Eagle Real Estate REIT, LLC, a Delaware limited liability company, its general partner
 - By: USAA Eagle Real Estate Feeder 1, LP, a Delaware limited partnership, its manager
 - By: USAA Eagle Real Estate GP, LLC, a Delaware limited liability company, its general partner
 - By: USAA Equity Advisors, LLC, a Texas limited liability company, its sole member
 - By: USAA Real Estate Company, a Delaware corporation, its sole member By: Ducchetter Name: Bruce C. Petersen Title: Executive Managing Director
- By: USAA Eagle Real Estate Feeder 3, LP, a Delaware limited partnership, its general partner
 - By: USAA Eagle Real Estate GP, LLC, a Delaware limited liability company, its general partner
 - By: USAA Equity Advisors, LLC, a Texas limited liability company, its sole member

By:	USAA ReabEstate Company
15	a Delaware corporation, its sole member
	By: Mucefeltere
	Name: Bruce C. Petersen
	Title: Executive Managing Director

Address: 9830 Colonnade Boulevard, Suite 600 San Antonio, TX 78230-2239

Basic Gov (Sales Force) # _____ File # _____

Bond No. 106679751

EXHIBIT "A" PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California (the "City"), and USEF Crossroads II, LLC, a Delaware limited liability company ("Principal") have entered into that certain Agreement To Provide Security For Improvements for Tract Map or Parcel Map or Plot Plan, dated July 19, 2019 (the "Agreement"), whereby Principal has agreed to install and complete certain designated public improvements itemized and described on Tract Map/Parcel Map/Plot Plan entitled [need map number] "4th Street – Signal/Striping Improvements," as further described in the Agreement (the "Improvements"), which Agreement 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 the Agreement and construction of the Improvements pursuant to said Agreement.

NOW, THEREFORE, Principal and Travelers Casualty and Surety Company of America ("Surety") hereby agree as follows:

Principal and Surety are held and firmly bound unto the City, in the penal sum of One Million One Hundred Eighty-Three Thousand Seven Hundred Fifty-Two and 50/100 dollars (\$1,183,752.50) lawful money of the United States, for the payment of which sum well and truly to be made, and Principal and Surety hereby bind themselves, their heirs, successors, executors and administrators, jointly and severally, firmly by these presents, subject to the terms, provisions and conditions set forth in the Agreement including, without limitation, any notice and cure periods and extensions of time for construction of the Improvements set forth therein.

The condition of this obligation is such that if the Principal, 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 Agreement 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 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 until released and/or terminated as provided in the Agreement.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included out-of-pocket 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.

As per Government Code Section 66499.1, the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the work to be performed thereunder or the specifications accompanying the <u>same shall in any way affect its</u> 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. [signature pages follow] IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 19, 2019.

PRINCIPAL:

USEF CROSSROADS II, LLC, a Delaware limited liability company

By: USAA EAGLE REAL ESTATE MULTI-SECTOR OPERATING PARTNERSHIP, LP, a Delaware limited partnership, its managing member

- By: USAA Eagle Real Estate REIT, LLC, a Delaware limited liability company, its general partner
 - By: USAA Eagle Real Estate Feeder 1, LP, a Delaware limited partnership, its manager
 - By: USAA Eagle Real Estate GP, LLC, a Delaware limited liability company, its general partner
 - By: USAA Equity Advisors, LLC, a Texas limited liability company, its sole member

USAA Real Estate Company, By: a Delaward corporation, its sole member By: Petersen Name: Bruce Executive Managing Director Title:

- By: USAA Eagle Real Estate Feeder 3, LP, a Delaware limited partnership, its general partner
 - By: USAA Eagle Real Estate GP, LLC, a Delaware limited liability company, its general partner
 - By: USAA Equity Advisors, LLC, a Texas limited liability company, its sole member
 - By: USAA Real Estate Company, a Delawarg corporation, its sole me

By: Name: Bruce Executive Managing Direc. Title:

SURETY:

Travelers Casualty and Surety Company of America, a Connecticut corporation

By: no Jeremy Polk Attorney-in-Fact Name: Title:



Acknowledgement Form

State of	Texas)
)ss.:

County of Bexar)

On the $23rd_{day}$ of $3rd_{y}$ in the year 2019, before me, the undersigned notary public, personally appeared <u>Broce C-Pefersen</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sourim. Justere

Notary Public

TONI M. FISHER Notary Public, St of Texas Comm, Exp. 09-23-2019 ID No. 12875177-8

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On <u>7/19/19</u> before me personally appeared <u>Jeremy Polk</u> whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.

(Seal)

Notary Public State of Arizona Maricopa County Matthew Stanton Erra My Commission Expres 03/09/2022 Commission Number 203332566

Notary Signature

Matthew Stanton Erra Commission Expires March 9th, 2022

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 Jeremy Polk of PHOENIX Arizona

their true and lawful Attomey-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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.



On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021



Marie C Intreault e C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Attomey 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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.

UMBER130.

Dated this 19th



July

2019

evin 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-in-Fact and the details of the bond to which the power is attached.

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California (the "City"), and USEF Crossroads II, LLC, a Delaware limited liability company (the "Principal") have entered into that certain Agreement To Provide Security For Improvements for Tract Map or Parcel Map or Plot Plan, dated July 19, 2019 (the "Agreement"), whereby Principal has agreed to install and complete certain designated public improvements itemized and described on Tract Map/Parcel Map/Plot Plan entitled Tract Map 34209 "4th Street- Signal/Striping Improvements," (the "Improvements"), which Agreement 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 of the Improvements, 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) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and Travelers Casualty and Surety Company of America (the "Surety"), as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to Title 3 (commencing with Section 9000), et seq., of Part 6 of Division 4 of the Civil Code of the State of California in the sum of One Million One Hundred Eighty-Three Thousand Seven Hundred Fifty-Two and 50/100 dollars (\$1,183,752.50), for materials furnished or labor of any kind provided in connection with the construction of the Improvements, or for amounts due under the Unemployment Insurance Act with respect to the construction of the Improvements or labor provided in connection therewith, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth in accordance with all of the terms, provisions and conditions of the Agreement, and also in case suit is brought upon this Payment 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 any 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 of the State of California, 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.

[signature pages follow]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 19, 2019.

PRINCIPAL:

USEF CROSSROADS II, LLC, a Delaware limited liability company

By: USAA EAGLE REAL ESTATE MULTI-SECTOR OPERATING PARTNERSHIP, LP, a Delaware limited partnership, its managing member

- By: USAA Eagle Real Estate REIT, LLC, a Delaware limited liability company, its general partner
 - By: USAA Eagle Real Estate Feeder 1, LP, a Delaware limited partnership, its manager
 - By: USAA Eagle Real Estate GP, LLC, a Delaware limited liability company, its general partner
 - By: USAA Equity Advisors, LLC, a Texas limited liability company, its sole member
 - By: USAA Real Estate Company, a Delaware corporation, its sele member By: Much Hutt

Bruce C. Petersen

Executive Managing Director

By: USAA Eagle Real Estate Feeder 3, LP, a Delaware limited partnership, its general partner

By: USAA Eagle Real Estate GP, LLC, a Delaware limited liability company, its general partner

Title:

Name:

Title:

By: USAA Equity Advisors, LLC, a Texas limited liability company, its sole member

By: USAA Real Estate Company, a Delaware corporation / its so le member By: Name: Bruce

Executive Managing Director

SURETY:

Travelers Casualty and Surety Company of America, a Connecticut corporation

By: Name: Jeremy Pol Title: Attomey-in-Fact



065611.00522 304903 v3

Acknowledgement Form

State of	Texas)
)ss.:

County of Bexar _____)

On the <u>23</u>rd day of <u>July</u> in the year <u>2019</u> before me, the undersigned notary public, personally appeared <u>Bruce C. Petersen</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jone M. F. Hlee

TONI M. FISHER lotary Public, State of Texas

D No. 12875177

Notary Public

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On <u>7/19/19</u> before me personally appeared <u>Jeremy Polk</u> whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.

(Seal)

Notary Public State of Arizona Notary Public State of Advantage Marcopa County Matthew Stanton Erra My Commission Expres 03/09/2022 Commission Number 20332566

Notary Signature

Matthew Stanton Erra Commission Expires March 9th, 2022

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 Jeremy Polk of PHOENIX Arizona

their true and lawful Attorney-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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.



On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 19th



evin 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-in-Fact and the details of the bond to which the power is attached.