

## City of Beaumont

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

Case No. PW2021-0755
Receipt No. R01185153
Fee \$ 3,484.43
Date Paid 9/17/21

#### **BOND EXONERATION APPLICATION**

Bond	Type: Performance Maintenance Final Monument Inspec	tion Other:
1.	Contact's Name Darren Bolton	Phone 951-704-5503
2.	Contact's Address 4695 MacArthur Ct 8th Floor Neport Beach , Ca	
5.	City Contact's E-maildbolton@taylormorrison.com	/State/Zip
3.	Developer Name Taylor Morrison (If corporation or partnership application must include names of principal off	Phoneicers or partners)
4.	Developer Address _4695 MacArthur Ct 8th Floor Newport Beach, Ca 92660	
5.	City/St/Zip Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):  1001053555 PA2 Tr 27971-2 Sewer installation	
6.	CERTIFICATION OF ACCURACY AND COMPLETENESS: I hereby certify to the best of my knowledge the information in this application and all attached answ and exhibits are true, complete, and correct.	
	Daren Bolton	9-9-21
7.	Print Name and Sign – Contact/Applicant  Date  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.	
	Darren Bolton Print Name and Sign – Contact/Applicant	9-4- 2\ 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.

Darren Bolton	1/2	9-8-27
Print Name and Sign	- Contact/Applicant	Date

Bond No.: 1001053555-M

#### MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and RSI Communities Heartland LLC (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 August 2017, and identified as Olivewood, Tract 27971-2 PA2, is hereby referred to and made a part hereof; and:

Sewer Installation Improvements

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.

**American Contractors** 

NOW, THEREFORE, we, the Principal and Indemnity Company ("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 Sixty-Seven Thousand Nine \* dollars (\$67,907.39) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

\*Hundred Seven & 39/100ths

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, 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.

(Seal)	(Seal)
American Contractors Indemnity Company SURETY By: Shane Wolf, Attorney-in-Fact	By: Per Ville gresident
(Name)	(Name)
(Address)	(Title) (Address)
801 S. Figueroa St., Suite 700	4695 MacArthur Court, 8th Floor
Los Angeles, CA 90017	By: Newport Beach, CA 92660
	(Name)
	(Title)
	(Address)

SIGNED AND SEALED THIS 25th DAY OF February 2022.

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Orange	_ }
On February 25, 2022 before me,	Susan E. Morales, Notary Public
name <del>(s)</del> is/ <del>are</del> subscribed to the within he/ <del>she/they</del> executed the same in his/h	factory evidence to be the person <del>(s)</del> whose instrument and acknowledged to me that her/their authorized capacity(ies), and that by nent the person(s), or the entity upon behalf of
l certify under PENALTY OF PERJURY the foregoing paragraph is true and con	of under the laws of the State of California that rrect.
WITNESS my hand and official seal.  Sugar & Modeo  Notary Public Signature (N	SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Comm. Expires March 28, 2023
•	•
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Bond #1001053555-M	INSTRUCTIONS FOR COMPLETING THIS FORM  This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the document
American Contractors Indemnity Company	signer(s) personally appeared before the notary public for acknowledgment.  Date of notarization must be the date that the signer(s) personally appeared which
(Title or description of attached document continued)  Number of Pages _2 _ Document Date _2/25/22	<ul> <li>must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer (Title) Partner(s)	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> </ul>
	Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

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

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



#### **POWER OF ATTORNEY**

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



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

TODD M. ROHM, SHANE WOLF, CATHY S. KENNEDY, BEATAA. SENSI or CHERYL II. THOMAS of ORANGE, CALIFORNIA

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, \*\*\*\*\*Fifty Million\*\*\*\*\* providing the bond penalty does not exceed Dollars

\*\*\*50,000,000 00\*\*\*\* ). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

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

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

State of California

County of Los Angeles

Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)

Kie Lo, Assistant Secretary of American Contractors Indemnity Company, Lexas Bonding Company, United States Surety

Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors. set out in the Power of Attorney are in full force and effect.

in Witness Whereof, I\_have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of 2022

Corporate Seals

Bond No.

1001053555 - m

Agency No. 14969





SONIA O, CARREJO Kotary Public - Californ Los Angeles Co.

Kio Lo, Assistant Secretary

#### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual

who signed the document to which this certifi attached, and not the truthfulness, accuracy, validity of that document.		
State of California County of	)	
On February 28, 2022 before me,	Pamela Danile, Notary Public,	
	(insert name and title of the officer)	
personally appeared Sean Doyle who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.		
WITNESS my hand and official seal.	PAMELA DANILE Notary Public - California Orange County Commission # 2382196 My Comm. Expires Nov 8, 2025	
Signature	(Seal)	

Basic Gov (Sales Force) # 17 - 4153
File # 3107

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

(Tract Map/Parcel Map/Plot Plan No. 27971-2)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and RSI Communities - Heartland LLC, ("DEVELOPER").

#### RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971-2 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

#### **AGREEMENT**

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

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

- 3. <u>Compliance with Plans and Specifications.</u> The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- 4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit** "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution. explosion, collapse, underground property damage or employment-related practices. insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

- 7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. <u>Indemnification.</u> Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, 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 and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.
  - b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. <u>Security for One-Year Warranty Period.</u> The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 12. <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.
- 13. <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.
- 14. <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.
- 15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

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

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

CITY OF BEAUMONT
By fleyel Whith
Mayor /
10/12/17 Date
- <del></del>
DEVELOPER
By Atr
Date 8/4/17
Title: VICE PRESIDENT LAND DEVELOPMENT
Address:
-

Basic Gov (Sales Force) # 17-4153 File # 3107

Bond: #1001053555

Premium: \$4,527.00/2 vrs.

#### EXHIBIT "A"

#### PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities		
Heartland LLC, a Delaware limited liability (hereinafter designated as "Principal") have entered into		
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,		
dated August , 2017, whereby Principal agrees to install and complete certain designated		
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-2,		
which is hereby incorporated herein and made a part hereof; and		

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three hundred one thousand eight hundred ten dollars and sixty cents (\$ 301,810.60 ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument I above named, on August 1st , 20 17	has been duly executed by the Principal and Surety
PRINCIPAL:	SURETY:
RSI Communities - Heartland LLC a Delaware limited liability	American Contractors Indemnity Company
By The	Ву
Title VICE PRESIDENT LAND DEVELOPMENT	Title Shane Wolf, Attorney-in-Fact

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

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

State of California	}
County of Orange	. }
On August 1, 2017 before me, _	Susan E. Morales, Notary Public (Here insert name and title of the officer)
personally appeared Shane Wolf who proved to me on the basis of satisf name(s) is/are subscribed to the within he/she/they executed the same in his/h	factory evidence to be the person <del>(s)</del> whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.  Susan L. Morales (No. 1981)	SUSAN E. MORALES COMM. # 2101798 HOTARY PUBLIC - CALIFORNIA S CRANGE COUNTY My Comm. Expires March 28, 2019 Otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	ION INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT Bond #1001053555	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document) American Contractors Indemnity Co.	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
(Title or description of attached document continued)  Number of Pages Document Date8/1/17	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> </ul>
✓ Attorney-in-Fact  ☐ Trustee(s)  ☐ Other	<ul> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> </ul>

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

Bond: #1001053555

Premium included with the Performance Bond

#### EXHIBIT "B"

#### **PAYMENT BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - Heartland LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-2, which is hereby incorporated herein and made a part hereof; and
WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.
NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Three hundred one thousand eight hundred ten dollars and sixty cents (\$301,810.60) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 1st , 20 17 .

PRINCIPAL: SURETY:

RSI Communities - Heartland LLC American Contractors Indemnity Company

By By Title MCE PRESIDENT (AND DEVELOPMENT)

Title Shane Wolf, Attorney-in-Fact

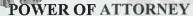
# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

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

State of California	}	
County of Orange	. }	
On August 1, 2017 before me, _	Susan E. Morales, Notary Public	
personally appeared Shane Wolf who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	\$*************************	
WITNESS my hand and official seal.  Notary Public Signature  No. (No. (No. (No. (No. (No. (No. (No. (	SUSAN E. MORALES COMM. # 2101798 NOTARY PUBLIC - CALIFORNIA A ORANGE COUNTY My Comm. Expires March 28, 2019 otary Public Seal)	
•	•	
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and,	
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknolwedgents from	
Bond #1001053555	other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.	
(Title or description of attached document)	State and County information must be the State and County where the document	
American Contractors Indemnity Co.	signer(s) personally appeared before the notary public for acknowledgment.  Date of notarization must be the date that the signer(s) personally appeared which	
(Title or description of attached document continued)	must also be the same date the acknowledgment is completed.	
Number of Pages _1 Document Date_ 8/1/17	<ul> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>	
CAPACITY CLAIMED BY THE SIGNER	notarization.  • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.	
☐ Individual (s)	he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this	
☐ Corporate Officer	information may lead to rejection of document recording.  The notary seal impression must be clear and photographically reproducible.	
	Impression must not cover text or lines. If seal impression smudges, re-seal if a	
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.  • Signature of the notary public must match the signature on file with the office of	
☐ Partner(s) ☐ Attorney-in-Fact	the county clerk.	
☐ Attorney-in-Fact ☐ Trustee(s)	<ul> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> </ul>	
Other	Indicate title or type of attached document, number of pages and date.	
	Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).	

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



#### AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

NOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond \*\*\*\*\*\*Fifty Million\*\*\*\*\* Dollars (\$ \*50,000,000.00\*). penalty does not exceed This Power of Attorney shall expire without further action on November 3,2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it Resolved, that the President, any Vice President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby wested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary. Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016. AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals By: A motary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Los Angeles SS: On this 1st day of November, 2016, before me, Sabina Morganstein, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. SABINA MORGENSTEIN Commission # 2129258 Notary Tobbe - Spilornia Signature Los Angeles County My Comm. Expires Nov 3, 2019 I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

Kio Lo, Assistant Secretary

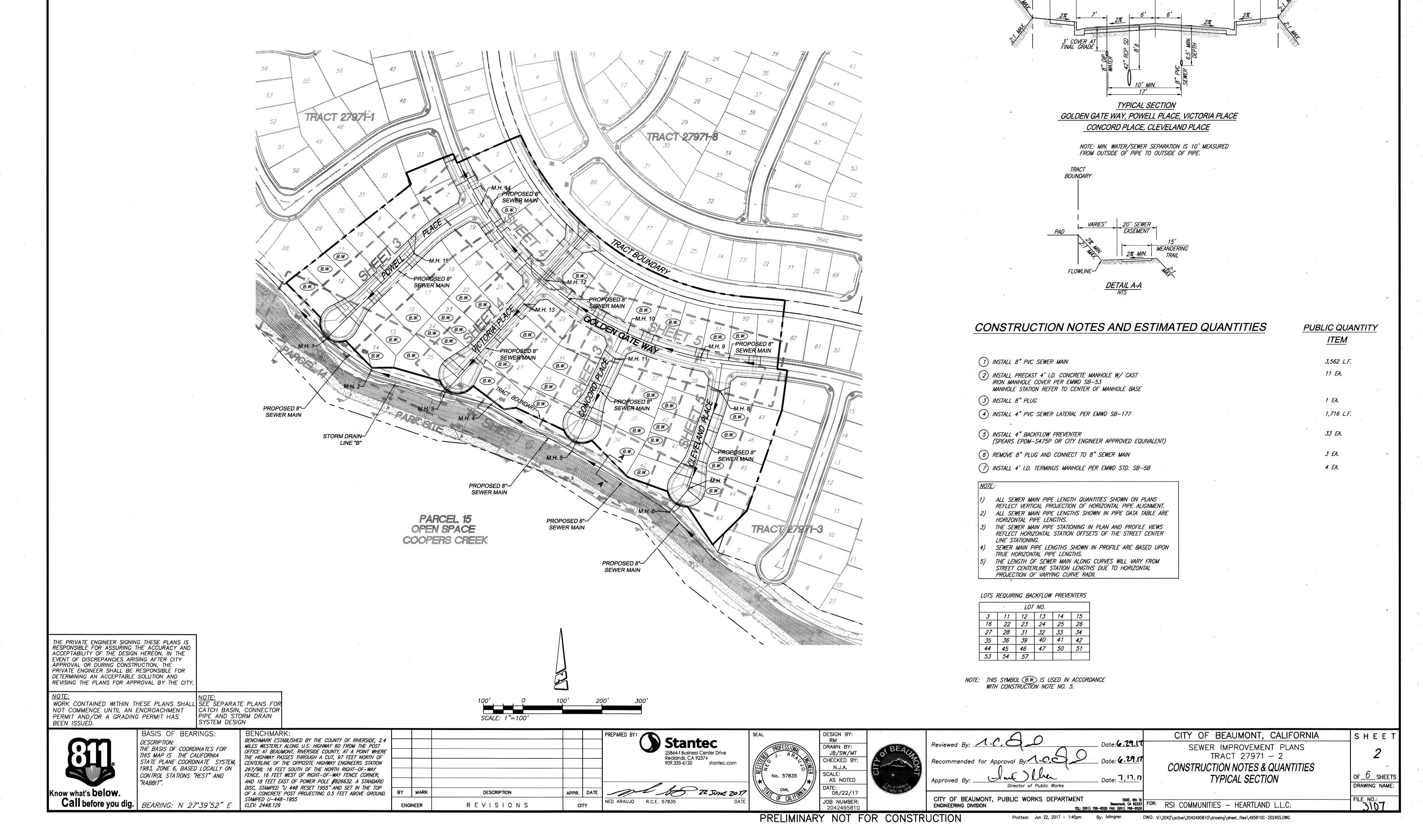
witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this

AUG - 1 2017

Corporate Seals

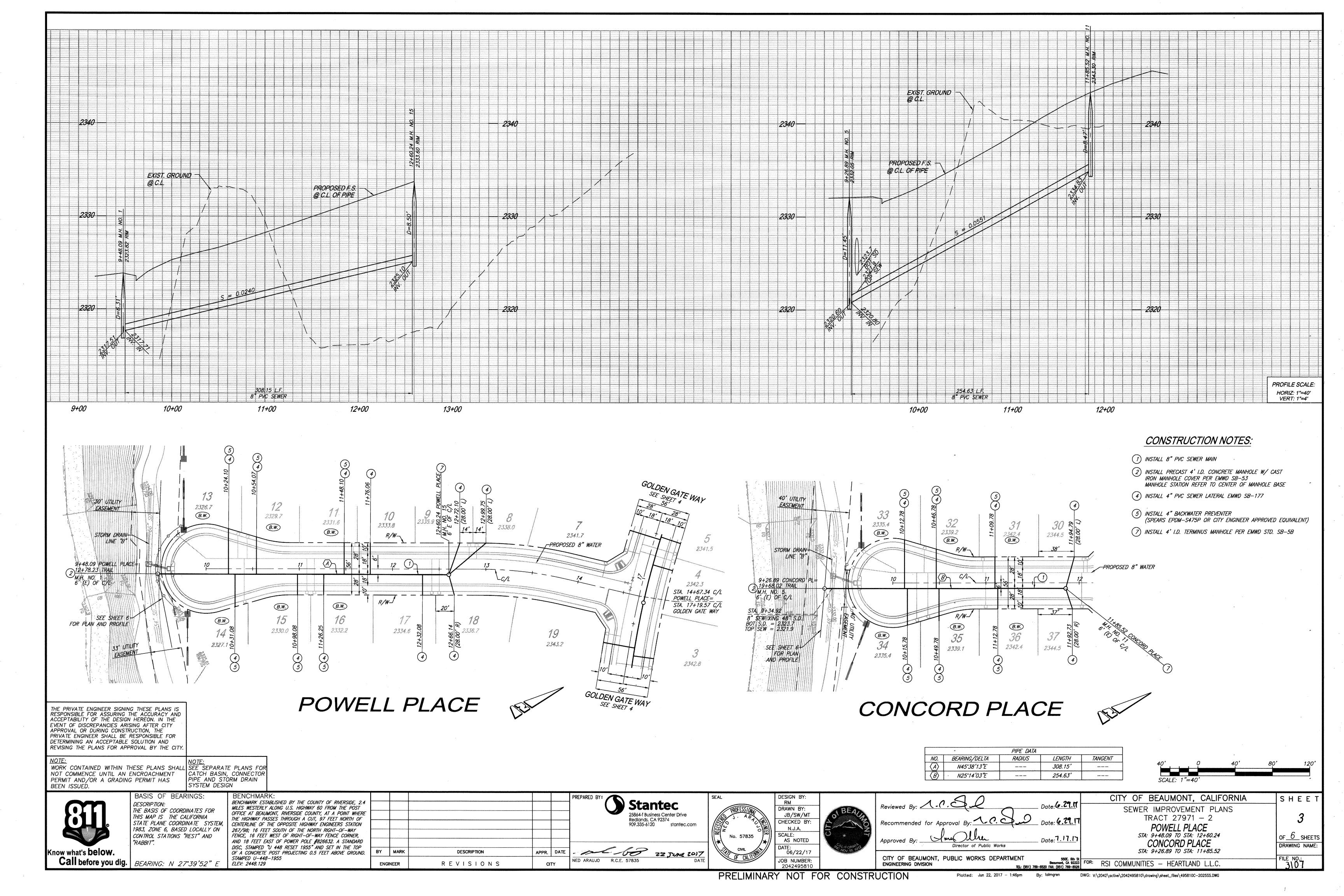
Bond No. **100** Agency No.

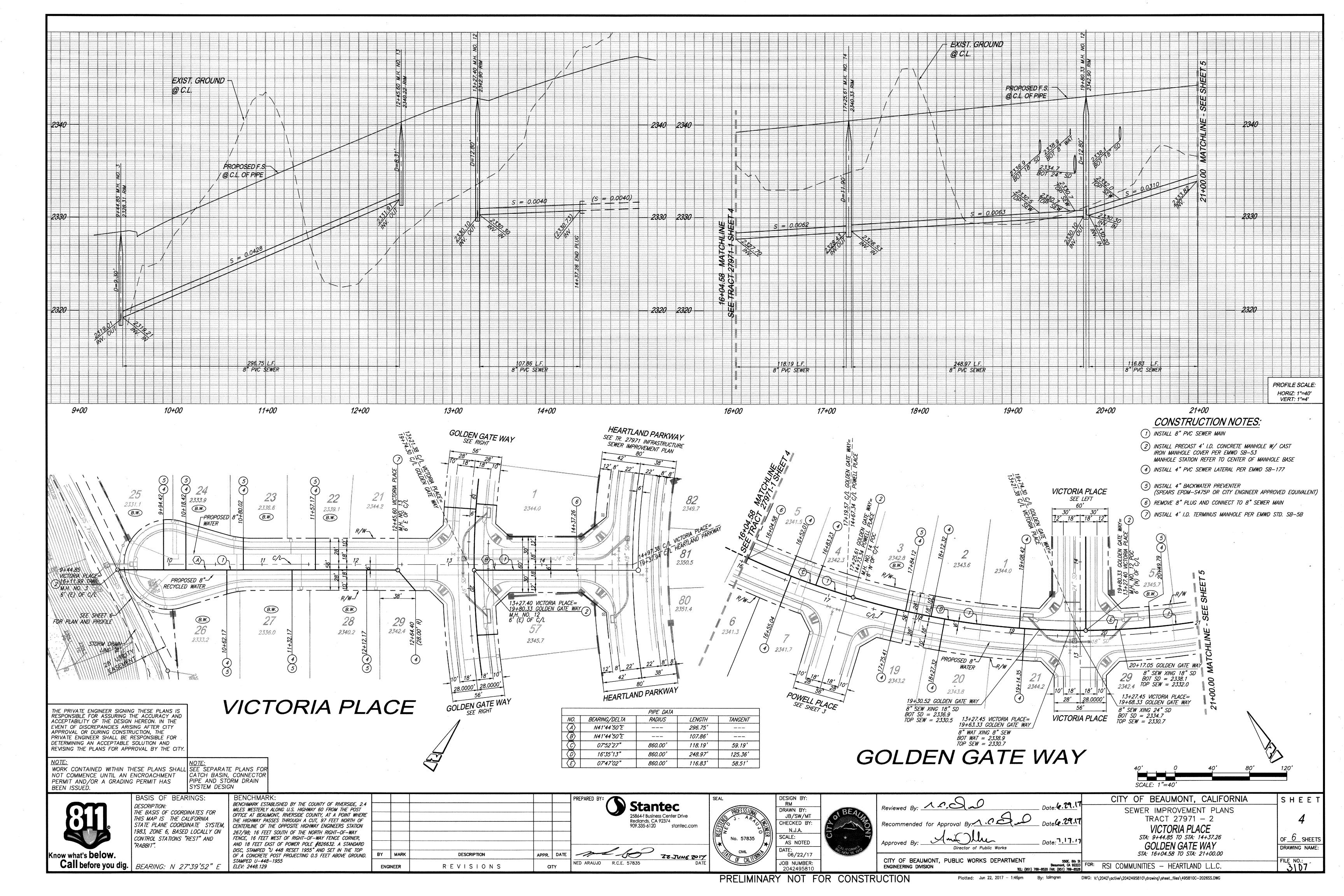
#### SEWER NOTES CITY OF BEAUMONT, CALIFORNIA PUBLIC SEWER IMPROVEMENT PLANS SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS. 2. FORCE MAIN PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT) TRACT NO. 27971-2 MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, SITE LOCATION AND SB-61. AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USFD AS OAK VALLEY 4. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELI ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30. 5. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS. NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR BEAUMONT PROPOSED SEWER MAINS ARE PUBLIC ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH TH & TO BE MAINTAINED BY THE CITY. CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLÉ PORTIONS OF THOMAS BROS. PGS; 689, 690, 719 AND 720 108. TITLE 8. CALIFORNIA ADMINISTRATIVE CODE. SAN TIMOTEO CREEK 9. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157. SB-158, AND SB-159. 10. FORCE MAINS SHALL BE P.V.C. AND STEEL AS SHOWN ON DRAWINGS. 11. IN NO CASE SHALL THE EXISTING SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM PROVIDENCE COURT 12. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM TO CURRENT STANDARD AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED TRACT NO. 27971-12 13. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS TRACT NO. 27971-7 SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT. BELLINGHAM COURT 14. MAXIMUM VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10 FT/S AT DESIGN FLOW AND TRACT NO. 27971-10 TRACT NO. 27971-9 MINIMUM ACCEPTED VELOCITY SHALL BE 2 FT/S AT DESIGN FLOW (MAX. DEPTHS: 3 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.0850, 12"-0.0660, 15"-0.0500, 18"-0.0370, 21"-0.0300, 24"-0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES-0.0200, MAIN LINES: SALEM COURT 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0.0012, 24"-0.0010. TRACT NO. 27971-11 15. SEWERS GREATER THAN 20' IN DEPTH SHALL BE C-900, DR-14 PVC PIPE, SEWERS LESS THAN 20' SHALL BE SDR-35 PVC PIPE. TRACT NO. 27971-**LEGEND ABBREVIATIONS** FINISH GRADE FINISH SURFACE INVERT OF PIPE EXISTING SEWER C/L OR CL CENTERLINE RIGHT-OF-WAY PROPOSED 8" SEWER MAIN DUCTILE IRON PIPE TRACT NO. 27971-2 PROPOSED 4" SEWER SERVICE SEWER MANHOLE CLEAN OUT TRACT NO. 27971-6 PUBLIC UTILITY & EMERGENCY PROPOSED WATER BY OTHERS TRACT NO. 27971-3 PROPOSED 8" OR 16" WATER PROPOSED WATER SERVICE N.T.S. NOT TO SCALE ELEV./EL. ELEVATION PROPOSED BACKFLOW PREVENTER MINIMUM TRACT NO. 27971-MAXIMUM POINT OF CONNECTION SEWER LATEPAL CALLOUT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION CONSTRUCTION NOTE REFERENCE SEWER THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED. PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S) 1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES SOUTH SIDE OR WEST SIDE NORTH SIDE OR EAST SIDE EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN. AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS LOCATION MAP REQUIRED FOR THE PROTECTION OF. AND ANY DAMAGE TO THESE LINES OR STRUCTURES. 2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES THEY HAVE CONCERNS WITH BEFORE STARTING WORK. NORMAL TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC 3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITIES WORK DEPARTMENT. VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION FIRE HYDRANT (LOCATE FIRE HYDRANT IN ACCORDANCE WITH STANDARD 400 AND ORD. 546, SEC.901) 4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF DECLARATION OF ENGINEER OF RECORD. BEAUMONT CHERRY VALLEY WATER DISTRICT THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE 560 MAGNOLIA PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE BEAUMONT, CA 9222 951-845-9581 APPROVAL BY THE CITY. IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT ELECTRICITY S.C.E. PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN APPLICANT/SUBDIVIDER 287 TENNESSEE RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL REDLANDS, CA 92373 909-307-6770 RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE JOINT UTILITIES TRENCH. (ADJUST TRENCH TO AVOID RSI COMMUNITIES - HEARTLAND LLC TELEPHONE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE 620 NEWPORT CENTER DRIVE, 12TH FLOOR 1980 ORANGETREE LANE SUITE 100 LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY NEWPORT BEACH, CA 92660 CURB-PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW REDLANDS, CA 92374 909-748-6649 OFFICE: (949) 270-3636 INDEX OF SHEETS: PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN 2.5' MINIMUM NORMAL SOUTHERN CALIFORNIA GAS CO THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF 1981 W. LUGONIA AVENUE 24 HOUR EMERGENCY CONTACT SHEET 1 - TITLE SHEET-INDEX MAP-VICINITY MAP-GENERAL NOTES MY DESIGN RESPONSIBILITY. ACCEPTABILITY OF THE DESIGN HEREON. IN THE REDLANDS, CA 92374 909-335-7581 SHEET 2 - CONSTRUCTION NOTES-TYPICAL SECTION-QUANTITIES EVENT OF DISCREPANCIES ARISING AFTER CITY (CITY OF BEAUMONT MUST BE NOTIFIED OF CHANGES IN OVER FACILITIES CITY OF BEAUMONT AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF APPROVAL OR DURING CONSTRUCTION, THE SHEET 3 - POWELL PLACE - 09+48:09 TO 12+60.24 NAME, ADDRESS OR TELEPHONE NUMBER) 550 E. 6TH STREET PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL CONCORD PLACE - 09+26.89 TO 11+85.52 DETERMINING AN ACCEPTABLE SOLUTION AND BEAUMONT, CA 92223 COUNTY OF RIVERSIDE 951-769-8520 LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING SITE SUPERINTENDENT - MIKE TURNER SHEET 4 - VICTORIA PLACE - 09+44.85 TO 14+37.26 REVISING THE PLANS FOR APPROVAL BY THE CIT FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS GOLDEN GATE WAY - 16+04.58 TO 21+00.00 EMPLOYEES. HIS AGENTS OR HIS CONSULTANTS. UNDERGROUND LB/L — SUNCAL HEARTLAND, LLC SHEET 5 - CLEVELAND PLACE - 09+27.19 TO 12+59.01 UTILITY LOCATIONS 1250 CORONA POINT COURT/SUITE 210 WORK CONTAINED WITHIN THESE PLANS SHALL SEE SEPARATE PLANS FOR GOLDEN GATE WAY - 21+00.00 TO 26+23.32 CORONA, CALIFORNIA 92879 CATCH BASIN, CONNECTOR NOT COMMENCE UNTIL AN ENCROACHMENT SHEET 6 - "TRAIL" - 11+02.57 TO 23+95.77 ZZ JUNE ZOIZ PIPE AND STORM DRAIN OFFICE: (951) 271-3807 FAX: (951) 271-3857 PERMIT AND/OR A GRADING PERMIT HAS STANDARD NO. 817 SCALE: 1"=300' SYSTEM DESIGN BEEN ISSUED. NED ARAUJO RCE 57835 DATE 24 HOUR EMERGENCY CONTACT (951) 818-9130 BASIS OF BEARINGS: CITY OF BEAUMONT, CALIFORNIA SHEET BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 **Stantec** DESCRIPTION: Reviewed By: MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST DRAWN BY: SEWER IMPROVEMENT PLANS THE BASIS OF COORDINATES FOR OFFICE AT BEAUMONT. RIVERSIDE COUNTY. AT A POINT WHERE JB/SW/MT THIS MAP IS THE CALIFORNIA TRACT 27971 - 2 THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF Redlands, CA 92374 CHECKED BY: STATE PLANE COORDINATE SYSTEM. CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 909.335-6120 stantec.com TITLE SHEET - LOCATION MAP 1983, ZONE 6, BASED LOCALLY ON 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY CONTROL STATIONS "REST" AND SCALE: $0F_6$ SHEET FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, No. 57835 Date: **7.17./**7 VICINITY MAP - SEWER NOTES AS NOTED AND 18 FEET EAST OF POWER POLE #826632. A STANDARD 'RABBIT". DRAWING NAME DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP Know what's **below** DESCRIPTION 06/22/17 OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. 22JUNE 2017 CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT FILE NO.: 3107 Beaumont, CA 92223 FOR: RSI COMMUNITIES — HEARTLAND L.L.C. Call before you dig. | BEARING: N 27°39'52" E STAMPED U-448-1955 JOB NUMBER: ELEV: 2448.129 REVISIONS PRELIMINARY NOT FOR CONSTRUCTION Plotted: Jun 22, 2017 - 1:45pm DWG: V:\2042\active\2042495810\drawing\sheet\_files\495810C-2023SS.DWG

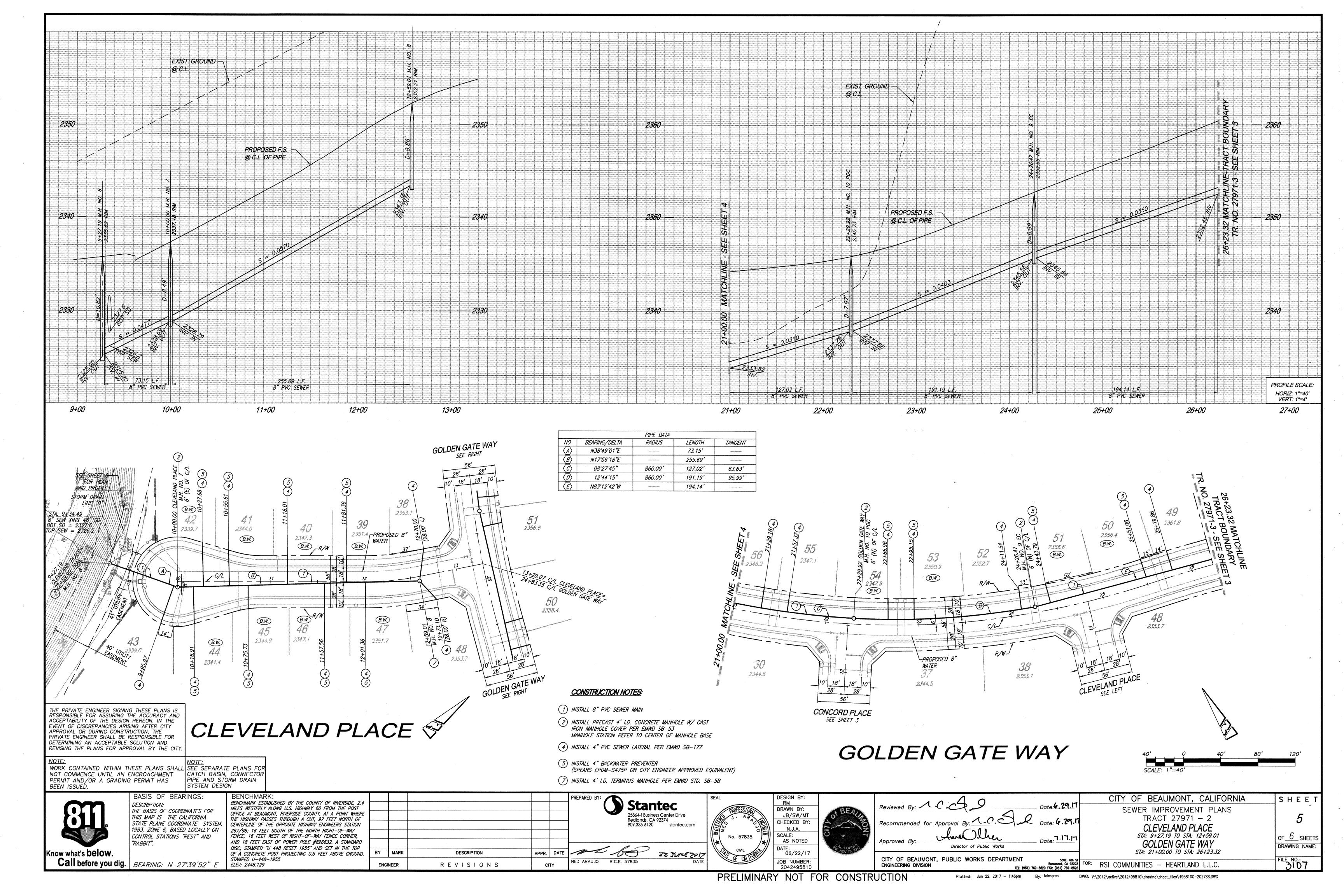


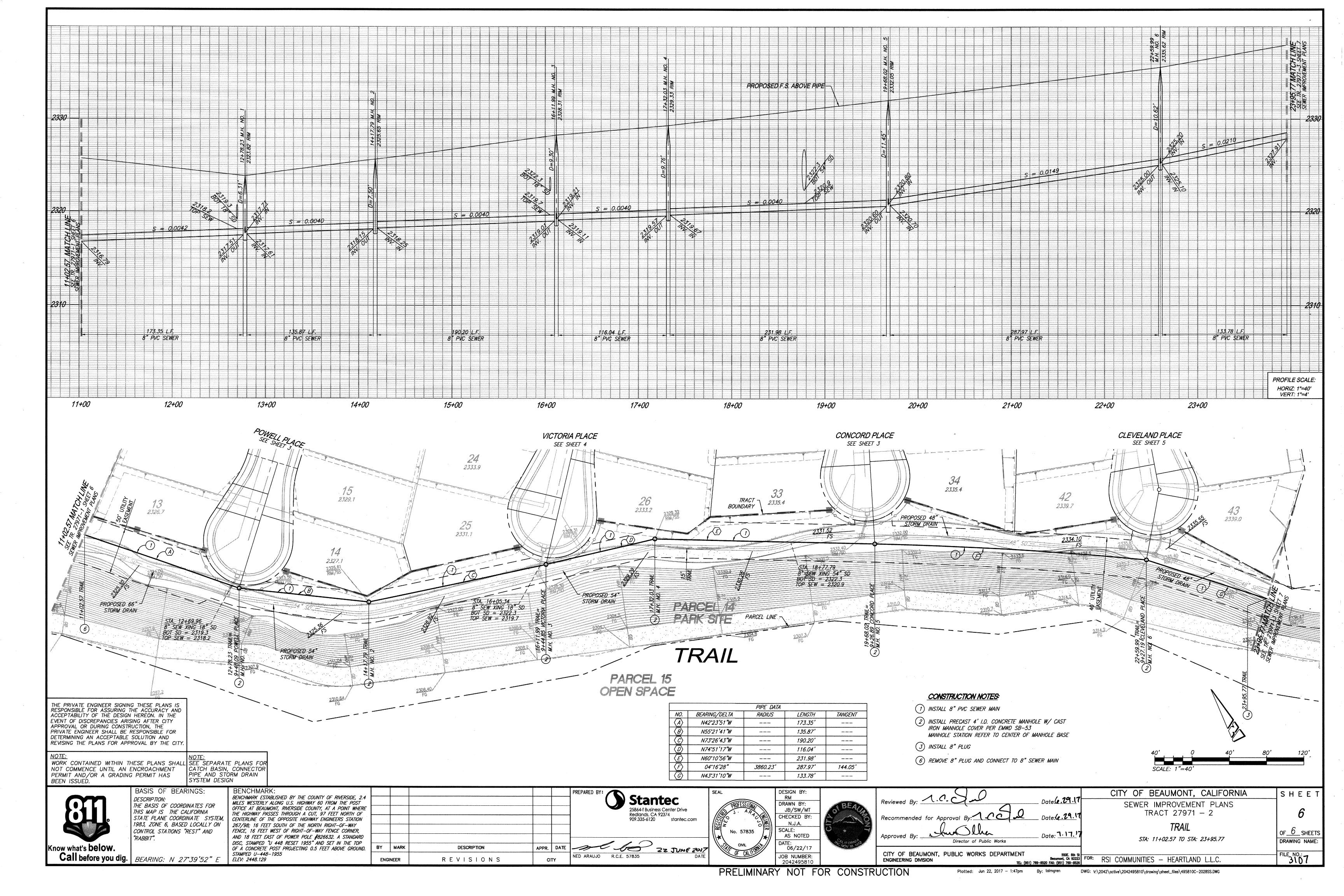
PRIVATE LOCAL STREET

56' P.U.E.









SF 17-4153

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

PARCEL MAP OR TRACT NO.; DATE:	Tract 27971-2 Street, Storm Dra 9-Feb-17	in, and Sewer		
PP, CUP NO.:	BY:		, P.E.	
IMPROVEMENTS	FAITHFUL PERFORMANCE LABOR & MATERIALS SECURITY	100% 100%		
	Construction Costs)	7.5		
Streets/Drainage	\$ 731,545.82			
Sewer	\$ 246,732.50			
Total	\$ 978,278.32			
Warranty Retension (22.5%)	\$ 220,112.62			
Street/Drainage Plan Check Fees =	\$ 14,630.92			
Sewer Plan Check Fees =				
Street Inspection Fees =	\$ 6,168.31 \$ 21,946.37			
Sewer Inspection Fees =	\$ 9,869.30			
DESIGN ENGINEERS	S CALCULATIONS OF IMPROVEMENT BOND	ING COSTS		

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not X include additional 20% for recordation prior to having signed plans

Price 2017

Engineer's Signature

7 FEB 2017

NED J. ARASSP.E.

Name typed or printed

FORM \$ UNIT COSTS REVISED 01/02/2017

#### \*\*\*\*\*PLEASE READ INSTRUCTIONS BELOW\*\*\*\*\*

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- 2. Show Bond Amounts to the nearest \$500.
- 3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

Civil Engineer's Stamp

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer	DATE:	9-Feb-17
---	-------	----------

		STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UN	IIT COST	A	MOUNT
		Roadway Excavation				
1,770	C.Y.	Projects with a grading plan area x 0.50' (hinge point to hinge point)(95,582 sf)     Projects without a grading plan (road area and side slopes to daylight	\$	20.00	\$	35,400
		Cut (C) = Fill (f) =				
	C.Y. (c or f)	(a.) Excavate and Fill	\$	0.40	\$	-
	C.Y. (f - c)	(b.) Excavate and Export	\$	1.10	\$	-
		(c.) Import and Fill	\$	2.80	\$	-
		If balance, provide (a.) only, either cut or fill				
		If export, provide (a.) & (b.), a = fill, b = cut - fill				
		If import, provide (a.) & (c.), a = cut, c= fill - cut				
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual				
		costs to assure that work will be corrected to		<u> </u>		
		eliminate hazardous conditions.)		·		
					\$	_
	S.F.	Remove A.C. Pavement	\$	1.45	\$	
	L.F.	Remove Curb and Gutter	\$	18.00	\$	
104	L.F.	Remove A.C. Dike	\$	3.00	\$	312
	S.F.	Remove Sidewalk	\$	3.00	\$	
104	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$	2.45	\$_	255
					\$	_
					\$	-
					\$	
					\$	_
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					\$	
					\$	
					\$	

PROJECT:	Tract 27971-2 Street, Storm Drain, and Sewer	DATE:	9-Feb-17
		~	7 1 00 17

		STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ІТЕМ	Ŭ	NIT COST		AMOUNT
	L.F.	Remove Chain Link Fence	\$	7.50	\$	
	EA.	Remove Barricade	\$	200.00	\$	-
1,720	TON	Asphalt Concrete - 144 lbs/cu. Ft. (95,582 OnSite SF @ 3")	\$	90.00	\$	154,800
1,918	C.Y.	Aggregate Base Class II (95,582 OnSite SF @ 6.5")	\$	50.00	\$	95,900
4	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (95,582 OnSite SF)	s	600.00	\$	2,100
	S.F	apply at 0.05 + 0.03 = 0.08 gal/SY  AC overlay (min. 0.10')  If export, provide (a) & (b), a=fill, b=cut-fill  If import, provide (a)&(C), a=cut, c=fill-cut  (Unit costs for (a), (b) & (C) are 20% of  actual costs to assure that work will be  corrected to eliminate hazardous conditions.)	\$	0.90	\$	
	S.F.	Remove A.C. Pavement	\$	1.45	\$ \$	<u> </u>
	L.F.	Curb and Gutter (Wedge Curb)	\$	12.00	\$	<del></del>
5,350	L.F.	Curb and Gutter (Type A-6)	\$	15.00	\$	80,250
	L.F.	Curb and Gutter (Type A-8)	\$	17.00	\$	
	L.F.	Type "C" Curb	\$	12.00	\$	
	L.F.	Type "D" Curb	\$	15.00	\$	
	L.F.	A.C. Dike (6") (incl. material & labor)	\$	10.00	\$	
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$	15.00	\$	
	S.F	P.C.C. Cross Gutter and Spandrels	\$	10.00	\$	
29,400	S.F.	P.C.C. Sidewalk	\$	6.00	\$	176,400
	SF	P.C.C. Drive Approach	\$	8.00	\$	-
12	EA.	Handicapped Access Ramp	\$	2,000.00	\$	24,000
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$		\$	-
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$	4.00	\$	
	_				\$	-
					\$	
					\$	-

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer DATE: 9-Feb-17

		STREET IMPROVEMENTS (Cont'd	 l.)			
QTY.	UNIT	ITEM	Ţ	JNIT COST		AMOUNT
6	<u>E</u> A.	Street Name Sign	_ \$	400.00	\$	2,400
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$	40.00	\$	
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$	45.00	\$	
_	L.F.	Barricades	\$	100.00	\$	
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$	10.00	\$	_
	L.F.	Chain Link Fence (6')	\$	80.00	\$	_
	L.F.	Remove Fence	\$	4.00	\$	-
	EA.	Remove Power Pole	\$	1,200.00	\$	_
8	EA.	Street Lights (including conduit)	\$	5,000.00	\$	40,000
66	EA	Street Trees (15 gallon)	\$	150.00	\$	9,900
	L.S.	Landscape and Irrigation	\$	_	\$	
	EA.	Concrete Bulkhead	\$	200.00	\$	_
	C.Y.	Structural Reinforced Concrete	\$	400.00	\$	
	<b>EA</b> .	Slope Anchors for Pipes	\$	300.00	\$	_
	L.F.	Cut Off Wall (Std. 2')	\$	5.50	\$	
	EA.	A.C. Overside Drain	\$	800.00	\$	-
	EA.	Under Sidewalk Drain	\$	2,000.00	\$	
	S.F.	Terrace Drains and Down Drains	\$	6.50	\$	-
	S.F.	Interceptor Drains	\$	6.50	\$	_
7	EA.	Gutter Depression for Curb Opening Catchbasin	\$	1,500.00	\$	10,500
	EA	Access Driveway for Storm Drain at Cul-de-Sac	\$	640.00	<u> </u>	_
6	EA.	"STOP" Pavement Marking	\$	200.00	\$	1,200
105	L.F.	Limit Line	\$	2.00	\$	210
6	EA.	RI "STOP SIGN"	\$	250.00	\$	1,500
4	EA	W53 "NOT A THROUGH STREET" Sign	\$	250.00	\$_	1,000
					\$	_
					\$	-
					\$	-
					\$	_

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer DATE: 9-Feb-17

<u>-</u>		STREET IMPROVEMENTS (Con				
QTY,	UNIT	ITEM	T	NIT COST	Ï	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$	40.00	\$	711100111
_	C.Y.	Rip Rap (1/2 Ton) Method B	\$	45.00	\$	
	C.Y.	Rip Rap (1 Ton) Method B	\$	50.00	\$	-
	C.Y.	Rip Rap (2 Ton) Method B	\$	55.00	\$	
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$	60.00	\$	
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$	67.00	\$	
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$	75.00	\$	
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$	80.00	\$	
	L.F.	18" R.C.P.	\$	113.00	\$	
	L.F.	24" R.C.P.	\$	140.00	\$	
	L.F.	30" R.C.P.	\$	150.00	\$	-
	L.F.	36" R.C.P.	\$	155.00	\$	
	L.F.	42" R.C.P.	\$	160.00	\$	
	L.F.	48 " RCP	\$	165.00	\$	
_	L.F.	54" RCP	\$	170.00	\$	
	L.F.	60" RCP	\$	175.00	\$	_
	L.F.	72" RCP	\$	250.00	\$	
	0.001		\$	1.00	\$	
	L.F.		\$	1.00	\$	
	EA.	H.D.P.E. Clean Out	\$	400.00	\$	
<u></u> .	EA.	Drain Basin	\$	500.00	\$	-
	EA.	Curb Outlet	\$	3,000.00	\$	
	EA.	Fossil Filters	\$	500.00	\$	-
	EA.	18" C.M.P. Wye	\$	500.00	\$	
	EA	Riprap Headwall	\$	1,000.00	\$	
	EA.	Concrete Collar	\$	500.00	\$	
	EA.	Outlet Structure	\$	10,000.00	\$	-
	EA.				\$	
					\$	-
					\$	

PROJECT: Tract 279	971-2 Street, Storm Drain, and Sewer	DATE:	9-Feb-17
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		STREET IMPROVEMENTS (Cont	d.)		 
QTY.	UNIT	ITEM	<del></del>	NIT COST	AMOUNT
	L.F.	60" C.S.P.	\$	120.00	\$ 
	EA.	Catch Basin W = 4'	\$	2,200.00	\$ _
	EA.	Catch Basin W = 7'	\$	4,000.00	\$ 
	EA.	Catch Basin W = 10'	\$	6,000.00	\$ 
	EA.	Catch Basin W = 14'	\$	7,800.00	\$ _
	EA.	Catch Basin W = 21'	\$	12,000.00	\$ _
	EA.	Type IX Inlet	\$	3,000.00	\$ _
	EA.	Type X Inlet	\$	3,000.00	\$ -
<del>.</del>	EA.	Junction Structure No. 1	\$	3,000.00	\$ _
	EA.	Junction Structure No. 2	\$	3,000.00	\$ 
	EA.	Junction Structure No. 6	\$	3,700.00	\$ _
	EA.	Transition Structure No. 1	\$	12,500.00	\$ _
	EA.	Transition Structure No. 3	\$	2,700.00	\$ _
	EA.	Manhole No. 1	\$	2,700.00	\$ 
	EA.	Manhole No. 2	\$	3,300.00	\$ _
	EA.	Manhole No. 3	\$	2,700.00	\$ 
	EA.	Manhole No. 4	\$	5,000.00	\$ -
	EA.	Adjust Water Valve (if no water plan)	\$	250.00	\$ _
	EA.	Adjust MH to grade (if no sewer plan)	\$	600.00	\$ -
	EA.	Headwall	\$	5,000.00	\$ 
	<u> </u>	Remove & Dispose of Interferring 30" Storm Drain			
	L.S.	and 36" Riser	\$	700.00	\$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$	12,000.00	\$ _
	L.F.	and Concrete Bulkhead	\$	30.00	\$ 
	<u>EA.</u>	Outlet Structure (Line A & B)	\$	7,000.00	\$ _
	EA.	Remove Existing Headwall	\$	1,500.00	\$ _
					\$ _
					\$ -
					\$ -
					\$ -
	<u> </u>				\$ _

PROJECT		Tract 27971-2 Street, Storm Drain, and Sewer			DATE:		9-Feb-17
		STREET MARROYTM TATE	0 (0 , 11)				
QTY.	UNIT	STREET IMPROVEMENTS	S (Cont'd.)			г	
QII.					IIT COST	<del> </del>	AMOUNT
<del></del>	EA.	Water Quality Structure		<u> </u>	5,000.00	\$	
	LS _	Concrete Inlet Apron	\$	<u> </u>	11,000.00	\$	
<u> </u>	LS	Emergency Spillway		<u>`</u>	<u>27,</u> 000.00	\$	
	LS	84" Storm Drain Grate	\$	}	8,500.00	\$	
	SF	3' Wide V-Gutter (945 LF)	\$		7.00	\$	_
<del> </del>	<del>  _</del>					\$	
						\$	
	<u> </u>					\$	<u>-</u>
<u> </u>	· -				_	\$_	
	<u> </u>					\$	<u>-</u>
			Sı	ubtot	al:	\$	-
A.	Subtotal					\$	636,127
B.	Contingen	ncy (15%)				\$	95,419.02
C.	Streets/Dra	ainage Total (A + B)			_	\$_	731,546

PROJECT	: 	Tract 27971-2 Street, Storm Drain, and Sewer	-	DATE:		9-Feb-17
		SEWER IMPROVEMENTS				
Show qua	intities on th	nis sheet only if project has a sewer plan. If no water pla	an, the	n show appli	cabl	e
QTY.	UNIT	street improvements.	<del></del>		_	
Q11.	L.F.	ITEM		NIT COST	_	AMOUNT
_	L.F.	4" V.C.P. (45 Lots @ 25' Avg. Length & 5' for cleanout)	\$	15.00	\$	
	L.F.	4" P.V.C. Force Main & Fittings 8" V.C.P.	\$	26.00	\$	
	L.F.	10" V.C.P.	\$	30.00	\$	
	L.F.	12" V.C.P.	\$	35.00	\$	-
-	L.F.	15" V.C.P.	\$	40.00	\$	
15	EA.	Standard or Terminus Manholes	\$	50.00	\$	-
- 15	EA.	Drop Manholes	\$	2,500.00	\$	37,500
	EA.	Cleanouts	\$	4,000.00	\$_	
	EA.	Sewer Y's	\$	500.00	\$	-
	EA.	Chimneys	\$	30.00	\$	
15	EA.	Adjust M.H. to grade	\$	400.00	\$	7.500
	L.F.	Concrete Encasement	\$ \$	500.00	\$	7,500
	EA.	4" P.V.C. Misc. Fittings	\$ \$	35.00	\$	<u> </u>
	L.F.	Sewer Pipe Sleeving	\$	120.00 45.00	\$ \$	
	EA.	Sewer Lift Station	Φ	45.00	\$	<u>-</u>
33	EA.	Backflow prevention device	\$	400.00	\$ \$	12 200
1,750	L.F.	4" P.V.C Sewer Lateral	\$	17.00	\$	13,200
3,600	L.F.	8" P.V.C.	\$	35.00	<u>-</u> \$	29,75 <b>0</b> 126,00 <b>0</b>
1	E.A.	8" P.V.C. Misc. Fittings and Plugs	\$	200.00	<u> </u>	200
2	EA.	Remove 8" Plug	<u>\$</u>	200.00	\$	400
			Ψ	200.00	<u>\$</u>	
 А.	Subtotal					
Λ.	OUDIOISI			-	\$	<u>21</u> 4,550
B.	Contingen	cy (15% x A)		_	\$	32,183
C.	Sewer Tota			_	\$_	246,733
*******	******	****************	*****	_ *********	****	*******



### **Punch List**

Project Name: PW7021-0755

Project Number:TR
Tract 27471-2

Inspect	ed By:	Page: 1 of 1	Date:
	Sergio BriBerio		12/4/21
Item No.	Sergio Bristino  Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	No corrections for		
,	No corrections for Bond exoneration Pursozza	0755	
i			
Y			
	]		
			v