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CITY OF COACHELLA, CALIFORNIA

By: ____

City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT NO. 31978 & 31978-1

between CITY OF COACHELLA

a California municipal corporation

and PULTE HOME COMPANY, LLC

a Michigan Limited Liability Company

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS TRACT MAP NO. 31978 & 31978-1

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this _____ day of _____, ____ by and between the City of Coachella, a California municipal corporation ("City") and Pulte Home Company, LLC. a company with its principal office located at 27-401 Los Altos, Suite 400, Mission Viejo, CA 92691, ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. On October 11, 2019, Developer submitted to City an application for approval of a tentative parcel/tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The tentative tract map was prepared on behalf of Developer by MSA Consulting, Inc., and is identified in City records as Tract Map No. 31978 and Tract No. 31978-1("Tract No. 31978").

B. Developer's application for a tentative parcel/tract map for Tract No. 31978 was deemed complete on September 15, 2004. On October 13, 2004, the Coachella City Council conditionally approved Developer's application for a tentative parcel/tract map for Tract No. 31978.

C. Developer has not completed all of the work or made all of the public improvements required by Title 16 of the Coachella Municipal Code, the Subdivision Map Act (Government Code sections 66410 <u>et seq</u>.) ("Map Act"), the conditions of approval for Tract No. 31978, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Section Coachella Municipal Code section 12.20.040 and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 31978.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Tract No. 31978.

III. TERMS.

1.0 <u>Effectiveness</u>. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Riverside; (c) the City Council of the City ("City Council") approves the final map for Tract No. 31978; and (d) Developer records the final map for Tract No.

31978 in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Tract No. 31978.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract No. 31978, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract Map No. 319783 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall occur in two phases, identified as Tract map No. 31978 and Tract map No. 31978-1 in Exhibit B. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be directly associated with the Public Improvements and performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 <u>Prior Partial Construction of Public Improvements</u>. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 <u>Permits; Notices; Utility Statements</u>. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 <u>Pre-approval of Plans and Specifications</u>. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 <u>Quality of Work; Compliance With Laws and Codes</u>. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other

requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 <u>Standard of Performance</u>. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals of whatever nature that are legally required to throughout the term of this Agreement.

2.6 <u>Alterations to Improvements</u>. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 <u>Construction Schedule</u>. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public

Improvements within four (4) years of the date on which the City makes a written request to Developer to commence construction of such Public Improvements.

4.1 <u>Extensions</u>. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 <u>et seq</u>. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 <u>Accrual of Limitations Period</u>. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 <u>Grading</u>. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 31978 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 <u>Utilities</u>. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 31978 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 <u>Fees and Charges</u>. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 31978.

8.0 <u>City Inspection of Public Improvements</u>. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 <u>Default; Notice; Remedies</u>.

9.1 <u>Notice</u>. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

Failure to Remedy; City Action. If the work required to remedy the noticed 9.2 default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 <u>Other Remedies</u>. No action by City pursuant to Section 9.0 <u>et seq</u>. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise it rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 <u>Administrative Costs</u>. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable

attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

Acceptance of Improvements; As-Built or Record Drawings. If the Public 11.0 Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Tract No. 31978 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 <u>Security</u>; <u>Surety Bonds</u>. Prior to execution of this Agreement, Developer shall provide City with security in the form of surety bonds, irrevocable letter of credit, cashier's check, or other form of security acceptable to the City, in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of

the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

Subdivision Improvement Bond. To guarantee the faithful performance of 13.1 the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 8.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful subdivision improvement bond or other Security acceptable to the City in the amount of Three million, four hundred three thousand, eight hundred sixty four dollars and fifty nine cents (\$ **3,403,864.59).** This amount comprises the total Public Improvement Security for both Tract No 31978 and Tract No 31978-1, which sum shall be not less than one hundred percent (100%) of the The City Council may, in its sole and absolute discretion and upon Estimated Costs. recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31978, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 31978.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond, or other Security acceptable to the City, in the amount of Developer shall provide City a faithful subdivision improvement bond or other Security acceptable to the City in the amount of One Million seven hundred one thousand nine hundred thirty-two dollars and thirty cents (\$\$1,701,932.30). This amount comprises the total Public Improvement Security for both Tract No 31978 and Tract No 31978-1, which sum shall be not less than one hundred percent (50%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 <u>Additional Requirements</u>. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 <u>Evidence and Incorporation of Security</u>. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 <u>Monument Security</u>. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Parcel/Tract No. 31978 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Five Thousand Dollars (\$5,000.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Parcel/Tract No. 31978.

15.0 <u>Lien</u>. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 <u>et seq</u>. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 <u>et seq</u>. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16.1 <u>Public Works Determination</u>. Developer has been alerted to the requirements of California Labor Code section 1770 <u>et seq</u>., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 <u>Insurance</u>.

17.1 <u>Types; Amounts</u>. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 <u>General Liability</u>. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 <u>Business Automobile Liability</u>. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 <u>Workers' Compensation</u>. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 <u>Professional Liability</u>. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 <u>Deductibles</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 <u>Additional Insured; Separation of Insureds</u>. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 <u>Primary Insurance; Waiver of Subrogation</u>. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 <u>Certificates</u>; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 <u>Term; Cancellation Notice</u>. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 <u>Insurer Rating</u>. Unless approved in writing by City, all Required Insurance shall placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 <u>Signs and Advertising</u>. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 <u>Relationship Between the Parties</u>. The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 31978, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 <u>General Provisions</u>.

20.1 <u>Authority to Enter Agreement</u>. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

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

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

20.4 <u>Notices</u>. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY OF COACHELLA

53990 Enterprise Way Coachella, CA 92236 Attn: City Engineer

DEVELOPER:

Pulte Home Company, LLC 27-401 Los Altos, Suite 400 Mission Viejo, CA 92691 Attention: Sohail Bokhari, Director of Land Planning and Entitlement

With copy to:

N/A

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

20.6 <u>Waiver</u>. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements.

20.7 <u>Assignment or Transfer of Agreement</u>. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 <u>Binding Effect</u>. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

20.11 <u>Consent to Jurisdiction and Venue</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 <u>Attorneys' Fees and Costs</u>. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement

or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 <u>Counterparts</u>. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

Pulte Home Company, LLC, a Michigan limited liability company,

By: Pulte Home Company, LLC. a Michigan limited liability company,

By: ______ Sohail Bokhari, Director or Land Planning and Entitlement

CITY OF COACHELLA

By:

(signature) <u>Gabriel Martin</u> (print name) City Manager City of Coachella

ATTEST:

By:

(signature)

(print name) City Clerk City of Coachella NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

ACKNOWLEDGMENT						
CAPACITY CLAIMED BY SIGNER:						
~ Individual(s)						
~ Corporate						
Officer(s)						
\sim Partner(s)						
~ Attorney-in-Fact						
\sim Trustee(s)						
~ Subscribing Witness						
~ Guardian/Conservator						
~ Other						
SIGNER IS REPRESENTING:						
NAME OF PERSON(S) OR ENTITY(IES)						
STATE OF CALIFORNIA	}					
	J					
	}					
COUNTY OF	}					
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appeared			-		\sim person	nally known
to me OR \sim proved to me on the	basis of s	atisfacto	ry avidance to		-	•
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same in his/her/their authorized	d capacit	v(ies). a	and that by hi	is/her/their	r signatur	e(s) on the
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instrument the person(s), or the	entity up	on bena	un or which the	e person(s	s) acteu, e	xeculeu ine
instrument.						

WITNESS my hand and official seal.

Signature of Notary

CAPACITY CLAIMED BY SIGNER:						
~ Individual(s)						
~ Corporate						
Officer(s)						
\sim Partner(s)						
~ Attorney-in-Fact						
~ Trustee(s)						
~ Subscribing Witness						
~ Guardian/Conservator						
~ Other						
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)						
STATE OF CALIFORNIA	}					
	J					
	}					
COUNTY OF	}					
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to me OR \sim proved to me on the	basis of sa	tisfacto	orv evidence to	be the per	rson(s) wh	ose name(s)
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same in his/her/their authorized	d capacity	(ies), a	and that by hi	s/her/thei	r signatur	e(s) on the
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instrument.						

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A: (APN: 768-430-002 AND 768-430-015)

PARCELS 2 AND 3, OF AMENDED PARCEL MAP 14227, IN THE CITY OF COACHELLA, COUNTY OFRIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 99, PAGES 43 AND 44 OF PARCELMAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN TRACT 31978-2, AS SHOWN ON MAPFILED IN BOOK 404 PAGES 85 THROUGH 89, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN: 768-430-017)

THE NORTH 30 ACRES OF LOT 10 OF COACHELLA LAND AND WATER COMPANY'S SUBDIVISION OFSECTION 7, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 4 PAGE 53 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION LYING WEST OF THE EAST LINE OF PARCEL MAP NO. 14227, AS SHOWN ON MAP FILED IN BOOK 68 PAGE 32 OF PARCEL MAPS RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND AS AMENDED BY PARCEL MAP FILED IN BOOK 99, PAGES 43 AND 44 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF COACHELLA, BY DEED RECORDED FEBRUARY 19, 2002, AS INSTRUMENT NO. 2002-085556, OF OFFICIAL RECORDS;

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN TRACT 31978-2, AS SHOWN ON MAP FILED IN BOOK 404 PAGES 85 THROUGH 89, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL C: (APN'S: 768-430-022 AND 768-430-023)

PARCELS 1 AND 4, OF AMENDED PARCEL MAP 14227, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 99,

PAGES 43 AND 44 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN TRACT 31978-2, AS SHOWN ON MAP FILED IN BOOK 404 PAGES 85 THROUGH 89, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF COACHELLA AS SHOWN ON A DOCUMENT REORDED JUNE 6, 2012 AS INSTRUMENT NO. 2012-0259538 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 31978 AND 31978-1

ENGINEER'S OPINION OF PROBABLE COSTS "EXHIBIT 1"

Prepared for: Pulte Homes 27101 Puerta Real, Suite 300 Mission Viejo, CA 92691

Tract Map No. 31978

Project Location:

South of Avenue 53 between Frederick Street and Calle Empalme in the City of Coachella

March 30, 2022

MSA JOB #2662



Page 1 of 13

DESCRIPTION	COST

OFF-SITE DEMOLITION AND STREET	
SUBTOTAL	\$961,210.00
15% CONTINGENCY	\$144,181.50
TOTAL	\$1,105,391.50

OFF-SITE SIGNING AND STRIPING	
SUBTOTAL	\$27,040.00
15% CONTINGENCY	\$4,056.00
TOTAL	\$31,096.00

ON-SITE STREET AND STORM DRAIN	
SUBTOTAL	\$875,209.25
15% CONTINGENCY	\$131,281.39
TOTAL	\$1,006,490.64

WATER	
SUBTOTAL	\$702,220.00
15% CONTINGENCY	\$105,333.00
TOTAL	\$807,553.00

SEWER	
SUBTOTAL	\$264,420.00
15% CONTINGENCY	\$39,663.00
TOTAL	\$304,083.00

LANDSCAPE	
SUBTOTAL	\$129,783.00
15% CONTINGENCY	\$19,467.45
TOTAL	\$149,250.45

TOTAL ALL IMPROVEMENTS	\$3,403,864.59

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\$3,403,864.59

\$1,701,932.30

MATERIALS BOND

Page 2 of 13

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST		
OFF-SITE DEMOLITION AND STREET IMPROVEMENTS						
Install 4" A.C. Pavement Over 11" Class II						
Aggregate Base	SF	95,943	\$4.00	\$383,772.00		
Construct Type "B" (8") Curb and Gutter						
Per City of Coachella Standard Drawing						
No. S-8.	LF	2,254	\$16.00	\$36,064.00		
Construct Type "A" (6") Curb and Gutter						
Per City of Coachella Standard Drawing						
No. S-7.	LF	1,020	\$12.00	\$12,240.00		
Construct Standard Cross Gutters and						
Spandrels Per City of Coachella						
Standard Drawing No. S-14.	SF	2,021	\$8.00	\$16,168.00		
Construct Driveway per City of						
Coachella Standard Drawing No. S-19.1.	SF	1,483	\$5.00	\$7,415.00		
Construct Sidewalk Per City of						
Coachella Standard Drawing No. S-25.1.	SF	20,318	\$4.00	\$81,272.00		
Construct ADA Compatible Acess Ramp		20,310	\$4.00	301,272.00		
Per City of Coachella Standard Drawing						
No. S-26.	EA	4	\$500.00	\$2,000.00		
Install Stop Bar, Sign Post, Stop Sign						
and Street Name Sign Per Detail on						
Sheet 2 and City of Coachella Standard						
Drawing No. S-27.	EA	5	\$500.00	\$2,500.00		
Install Street Light Der City of Coashalle						
Install Street Light Per City of Coachella		6	dr. 000.00	# / F 000 00		
Standard Drawing No. L-1 and L-2.	EA	9	\$5,000.00	\$45,000.00		
Adjust Sewer Manhole/Cleanout To						
Grade Per City of Coachella Standards						
and Specifications. See Separate Sewer						
Plan.	EA	6	\$200.00	\$1,200.00		

Page 3 of 13

TOTAL \$1,105,391.50					
15% CONTINGENCY				\$144,181.50	
SUBTOTAL OF OFF-SITE STREET IMPROVEMENTS \$961,210.00					
Lights	LF	3,500	\$30.00	\$105,000.00	
for Power Supply to Proposed Street					
Install Underground Electrical Conduit					
Appropriate Time Prior to New Striping Per Sheet No. 14.	LF	2,225	\$1.00	\$2,225.00	
Marking by Wet Sandblasting at the					
Remove Existing Striping or Pavement					
Remove or Relocate Existing Sign.	EA	ı	\$200.00	\$200.00	
Barrier Curb or A.C. Curb.	LF	3,406	\$10.00	\$34,060.00	
Remove Existing Curb and Gutter,		4000			
Remove Existing Concrete.	SF	2,732	\$5.00	\$13,660.00	
Remove Existing A.C. Pavement.	SF	32,989	\$5.00	\$164,945.00	
Sawcut Existing Pavement or Concrete.	LF	4,548	\$3.00	\$13,644.00	
Protect in Place.	N/A				
S-31.	LF	2,940	\$10.00	\$29,400.00	
0.15' With A.C. Pavement Overlay Per City of Coachella Standard Drawing No.					
Cold Plane Existing A.C. Pavement at					
Per Detail on Sheet No. 2.	ΕA	1	\$500.00	\$500.00	
Construct Caltrans Curb Ramp "Case C"		3			
Sheet No. 2.	LF	3,315	\$3.00	\$9,945.00	
Overlay and Smooth Join Per Detail on					
Wide at 0.15' With A.C. Pavement					

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OFF-SITE SIGNING AND STRIPING				
Paint Dual 6" White Bike Lane Line Per				
Caltrans Revised 2018 Standard Plan				
A20D Detail 39 and 6" White Diagonal				
Stripe at 40' O.C.	LF	2,300	\$2.00	\$4,600.00
DET 32 - Two-Way Left-Turn Lane				
"CAMUTCD Detail 32".	LF	1,230	\$2.00	\$2,460.00
DET 39 - Bike Lane Line "CAMUTCD		9		
Detail 39".	LF	625	\$2.00	\$1,250.00
DET 39A - Bike Lane Intersection Line	2			
"CAMUTCD Detail 39A".	LF	800	\$2.00	\$1,600.00
Paint 4" Lane Line Per Caltrans 2018		p)		
Standard Plan A20A Detail 12.	LF	2,050	\$1.00	\$2,050.00
Apply 12" White Limit Line or Chevron		95		
Line (Thermoplastic) Per Caltrans				
Revised 2018 Standard Plan A24G.	LF	624	\$3.00	\$1,872.00
Paint 100 LF of 4" Solid White Line.	LF	300	\$1.00	\$300.00
DET 22 - No Passing Zone - Two				
Direction "CAMUTCD Detail 22".	LF	1,230	\$2.00	\$2,460.00
DET 27B - Right Edge Line For Divided				
Highway "CAMUTCD Detail 27B".	LF	1,124	\$2.00	\$2,248.00
Install Sign Post Per City of Coachella				
Standard Drawing No. S-27 and Sign As			//	
Shown.	EA	1	\$200.00	\$200.00
W3-1 (30"x30").	EA	1	\$200.00	\$200.00
Apply Thermoplastic Traffic Markings As				
Shown.	EA	39	\$100.00	\$3,900.00
Bike Lane Arrow Per Caltrans Standard				
Plan A24A.	EA	7	\$100.00	\$700.00
"LANE" Per Caltrans Standard Plan				
A24D.	ΕA	7	\$100.00	\$700.00

Page 5 of 13

TOTAL				\$31,096.00
15% CONTINGENCY				\$4,056.00
SUBTOTAL OF OFF-SITE SIGNING AND	STRIPI	NG IMPROVE	EMENTS	\$27,040.00
A24A.	EA	3	\$100.00	\$300.00
Type VI Arrow Per Caltrans Standard				
"STOP" Per Caltrans Standard Plan A24D.	EA	4	\$100.00	\$400.00
A24D.	EA	4	\$100.00	\$400.00
"AHEAD" Per Caltrans Standard Plan		,	¢100.00	¢ (00 00
Bike Lane Symbol With Person Per Caltrans Standard Plan A24C.	EA	7	\$100.00	\$700.00
"BIKE" Per Caltrans Standard Plan A24D.	EA	7	\$100.00	\$700.00

nstall 3" A.C. Pavement Over 7.5" Class II Aggregate Base. Construct 5" Wedge Curb Per City of Coachella Standard Drawing No. S-10. Construct Curb Transition, 6" Wedge Curb to 6" Curb and Gutter, Length=10'. Construct Standard Cross Gutters and Spandrels Per City of Coachella Standard Drawing No. S-14.	SF LF EA SF	117,469 6,564 20	\$3.25 \$10.00 \$80.00	\$381,774.25 \$65,640.00
Construct 5" Wedge Curb Per City of Coachella Standard Drawing No. S-10. Construct Curb Transition, 6" Wedge Curb to 6" Curb and Gutter, Length=10'. Construct Standard Cross Gutters and Spandrels Per City of Coachella Standard Drawing No. S-14.	LF EA	6,564	\$10.00	\$65,640.00
Coachella Standard Drawing No. S-10. Construct Curb Transition, 6" Wedge Curb to 6" Curb and Gutter, Length=10'. Construct Standard Cross Gutters and Spandrels Per City of Coachella Standard Drawing No. S-14.	EA			
Construct Curb Transition, 6" Wedge Curb to 6" Curb and Gutter, Length=10'. Construct Standard Cross Gutters and Spandrels Per City of Coachella Standard Drawing No. S-14.	EA			
Curb to 6" Curb and Gutter, Length=10'. Construct Standard Cross Gutters and Spandrels Per City of Coachella Standard Drawing No. S-14.	2012/000/11/00	20	\$80.00	¢1 600 00
Construct Standard Cross Gutters and Spandrels Per City of Coachella Standard Drawing No. S-14.	2012/000/11/00	20	\$80.00	C1 COO OO
Spandrels Per City of Coachella Standard Drawing No. S-14.	SF			\$1,600.00
Standard Drawing No. S-14.	SF			
	SF	1000		470300.00
Construct Sidewalk Per City of	i	4,766	\$8.00	\$38,128.00
Coachella Standard Drawing No. S-25.1.	SF	36,373	\$4.00	\$145,492.00
Construct ADA Compatible Access				
Ramp Per City of Coachella Standard	10000	98	MARCENER, MICH.	10 10 000000 Million
Drawing No. S-26.	EA	8	\$500.00	\$4,000.00
Construct Curb Inlet Catch Basin &				
Sutter Depression Per County of				
Riverside Standard Drawing No. 300 &			~	
311 (Case C).	EA	3	\$5,000.00	\$15,000.00
nstall Stop Bar, Sign Post, Stop Sign				
and Street Name Sign Per Detail on				
Sheet 2 and City of Coachella Standard	-			
Drawing No. S-27.	EA	4	\$500.00	\$2,000.00
nstall Street Light Per City of Coachella				
Standard Drawing No. L-1 and L-2.	EA	12	\$5,000.00	\$60,000.00
nstall Blue Retroreflective Pavement		0		
Marker.	EA	8	\$100.00	\$800.00
Construct Speed Hump with Signage		15		
and Striping per City of Coachella				
Exhibits 1 and 2 on Sheet 17.	EA	5	\$3,000.00	\$15,000.00
Adjust Water Valve To Grade Per City of				
Coachella Standards and Specifications.				
See Separate Water Plan.	EA	20	\$200.00	\$4,000.00

Page 7 of 13

TOTAL \$1,006,				
15% CONTINGENCY				\$131,281.39
SUBTOTAL OF ON-SITE STREET AND STOR	M DRA	IN IMPROVEN	IENTS	\$875,209.25
Lights	LF	3,500	\$30.00	\$105,000.00
for Power Supply to Proposed Street				
Install Underground Electrical Conduit				
Install 60" Diameter Manhole Per City of Coachella Standard Drawing No. D-3.	EA	2	\$6,500.00	\$13,000.00
			\$2,000.00	φ2,000.00
Install 36" x 45~ HDPE Bend.	FA	1	\$2,000.00	\$2,000.00
Typical Trench Section on Sheet No. 11.	LF	140	\$110.00	\$15,400.00
Install 36" HDPE Storm Drain. See HDPE				
Install 18" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet No. 11.	LF	45	\$75.00	\$3,375.00
Adjust Sewer Manhole/Cleanout To Grade Per City of Coachella Standards and Specifications. See Separate Sewer Plan.	EA	15	\$200.00	\$3,000.00

WATER	_			
Furnish and Install 8" Class 200 C-900 PVC Water Main. See Trench Section				
CWA Standard Drawing No. W-5.	LF	3,652	\$85.00	\$310,420.00
Furnish and Install 8" DI Tee with				
Restrained Joints or Thrust Block Per				
Detail on Sheet 2.	ΕA	4	\$1,200.00	\$4,800.00
Furnish and Install 8" DI Gate Valve.	EA	12	\$1,500.00	\$18,000.00
Furnish and Install 8" x 6" DI Reducer.	EA	2	\$800.00	\$1,600.00
Furnish and Install 8" x 11 1/4~ DI Bend with Restrained Joints Per Detail on				
Sheet 2.	EA	2	\$800.00	\$1,600.00
Furnish and Install 8" x 22 1/2~ DI Bend				
with Restrained Joints Per Detail on	10.000	8.9		
Sheet 2.	EA	2	\$800.00	\$1,600.00
Furnish and Install 8" x 45~ DI Bend				
with Restrained Joints Per Detail on	1000000	76-1700		
Sheet 2.	EA	14	\$800.00	\$11,200.00
Furnish and Install 1" Water Service for				
3/4" Meter Per CWA Standard Drawing				
No. W-8.	EA	97	\$1,000.00	\$97,000.00
Furnish and Install 2" Blow-Off				
Assembly Per City of Coachella	100000-1	200		
Standard Drawing W-2.	EA	2	\$1,500.00	\$3,000.00
Hydrant Assembly Including Gate Valve				
and Tee Per CWA Standard Drawing				
No. W-4.	EA	8	\$6,500.00	\$52,000.00
Contractor to Verify Existing 8" PVC				
Water Main Elevation and Connect To				
Existing 8" DI Water Main Under Direct				to 000 00
CWA Inspection.	EA	1	\$2,000.00	\$2,000.00

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TOTAL				\$807,553.00
15% CONTINGENCY				\$105,333.00
SUBTOTAL OF WATER IMPROVEMENTS	5			\$702,220.00
Sewer Lateral Crossing 10' Each Way. See Casing Detail on Sheet 2.	EA	12	\$15,000.00	\$180,000.00
3/8" Thick Steel Casing Centered on				
Existing 4" Blow-Off Assembly and Connect to Existing 8" DI Water Main Under Direct CWA Inspection.	EA	3	\$1,500.00	\$4,500.00
Furnish and Install 1" Water Service for 3/4" Meter for Irrigation, Per CWA Standard Drawing No. W-8.	EA	1	\$1,000.00	\$1,000.00
Contractor to Sawcut, Remove and Dispose of Existing Pavement, Curb, and Landscaping (Width as Necessary). Surface Restoration and Trench Repair To Be Per City of Coachella Encroachment Permit Requirements and Standard Drawing No. S-30. Pavement, Curb, and Landscaping To Match Existing.	LF	135	\$100.00	\$13,500.00

SEWER				
Furnish and Install 8" SDR 35 ASTM				
D3034 PVC Sewer Main per City of				
Coachella Standard Drawing No. D-4.	LF	3,496	\$45.00	\$157,320.00
Furnish and Install 4" SDR 35 ASTM				
D3034 PVC Sewer Lateral per City of				
Coachella Standard Drawing No. D-11.	ΕA	91	\$400.00	\$36,400.00
Furnish and Install 48" Inside Diameter		3		
Sewer Manhole per City of Coachella				
Standard Drawing No. D-2.	EA	15	\$4,000.00	\$60,000.00
Furnish and Install 6" Sewer Cleanout				
per City of Coachella Standard Drawing				
No. D-1.	EA	2	\$1,500.00	\$3,000.00
Contractor To Remove Existing 8"				
Plug/Cap and Connect to Existing 8"				
PVC Sewer Stub Under Direct CWA				
Inspection.	ΕA	2	\$500.00	\$1,000.00
Contractor to Sawcut, Remove and	9	5		
Dispose of Existing Pavement, Curb,				
and Landscaping (Width as Necessary).				
Surface Restoration and Trench Repair				
To Be Per City of Coachella				
Encroachment Permit Requirements				
and Standard Drawing No. S-30.				
Pavement, Curb, and Landscaping To				
Match Existing.	LF	17	\$100.00	\$1,700.00
Furnish and Install 4" SDR 35 ASTM				
D3034 PVC Sewer Lateral per City of				
Coachella Standard Drawing No. D-11,				
Modified per Detail on Sheet 2.	EA	5	\$400.00	\$2,000.00
Existing 6" Sewer Cleanout and				
Connect to Existing 8" PVC Sewer Main				
Under Direct CWA Inspection.	EA	2	\$1,500.00	\$3,000.00
SUBTOTAL OF SEWER IMPROVEMENTS				\$264,420.00
15% CONTINGENCY				\$39,663.00

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IRRIGATION:				
Drip	SF	16,800	\$1.15	\$19,320.00
Commercial Controller with Solar - 24	ЭГ	10,000	۵۱،IS	\$19,520.00
Station Plastic Pedestal	EA	1	¢1 coo oo	61 600 00
Station Plastic Pedestal	EA		\$1,600.00	\$1,600.00
Water Meter and Backflow Preventer -				
Commercial 3/4" CVWD (No Surcharge)	EA	1	\$4,240.00	\$4,240.00
SUBTOTAL OF IRRIGATION				\$25,160.00
PLANTING:				
	LF	180	\$7.60	\$1,368.00
Root Barrier - 18" Deep Palms	LF	160	\$7.60	\$1,300.00
Hybrid Palms (California/Mexican)	DTE	36	\$75.00	\$2,700.00
24" Box Mediterranean Fan Palms	BTF EA	8	\$400.00	
Cactus/Succulents	EA	0	\$400.00	\$3,200.00
Small Accents		149	¢00.00	¢17 (10 0)
	EA	930827830	\$90.00	\$13,410.00
Large Accents	EA	46	\$150.00	\$6,900.00
Agaves - 5-15 Gallon (Rodney Murphy's	- •	0	¢100.00	¢000.00
Century Plant)	EA	9	\$100.00	\$900.00
Canopy Trees		10	4000.00	<i></i>
24" Box Trees	EA	18	\$260.00	\$4,680.00
Shrubs/Vines/Groundcover	=	100		
5 Gallon Shrubs	EA	179	\$25.00	\$4,475.00
15 Gallon Vines	EA	67	\$100.00	\$6,700.00
Rock				
Boulders (Not to Exceed 5' Diam.,			±222.00	
Average of 4' Diam.)	EA	8	\$280.00	\$2,240.00
3/4" Gravel	SF	16,800	\$2.50	\$42,000.00
Other			· · · ·	
Maintenance - 90 Days After				
Completion (If Maintained By				
Contractor)			Lump Sum	\$1,350.00

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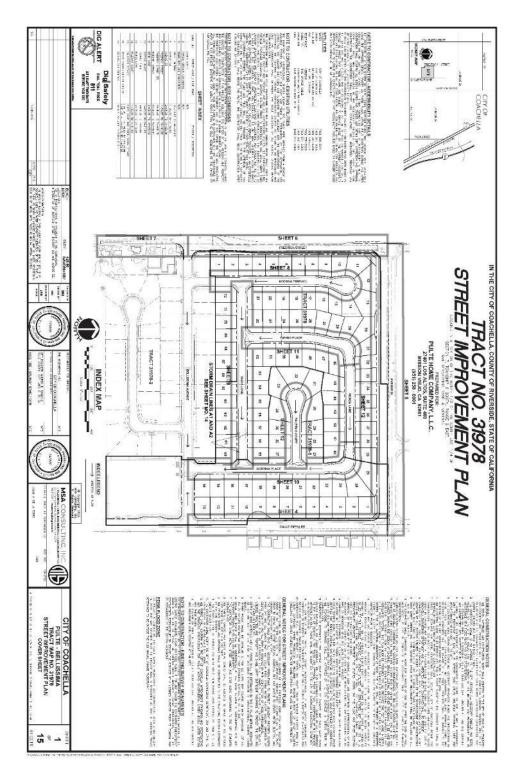
LIGHTING:	- 1		1	
Electric Pedestal/Connection/Controller	EA	٦	\$4,500.00	\$4,500.00
Electrical Distribution (Per Fixture)	EA	24	\$125.00	\$3,000.00
Uplights (Mounted on the Ground)	EA	24	\$300.00	\$7,200.00
SUBTOTAL OF LIGHTING				\$14,700.00
SUBTOTAL, PROJECT				\$129,783.00
15% CONTINGENCY				\$19,467.45
TOTAL				\$149,250.45

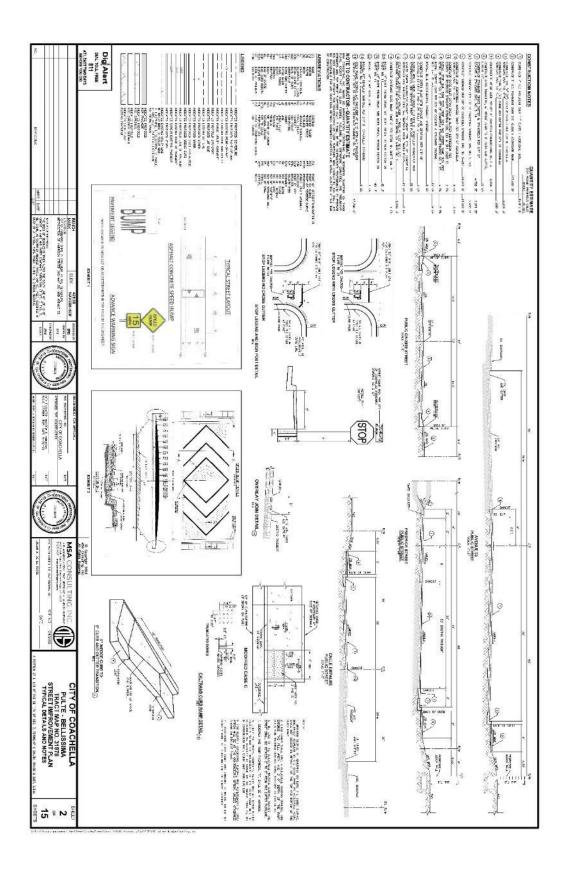
Assumptions:

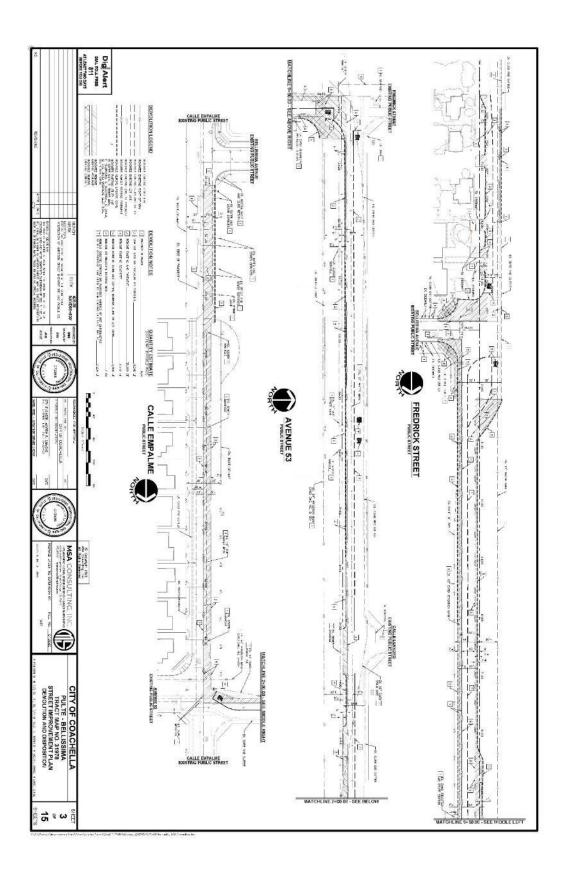
- 1. These quantities are based on Tract Map No. 31978 Street, Storm Drain, and Signing and Striping Plan completed on 3/23/22, Water and Sewer Plans completed on 2/24/22, and Conceptual Landscape Plan completed on 3/23/22.
- 2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
- 3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

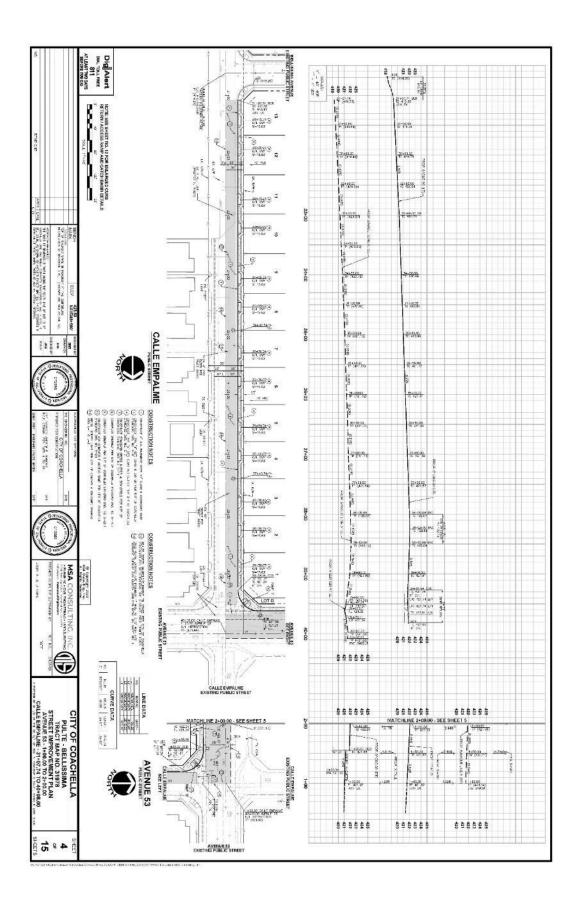
EXHIBIT 2

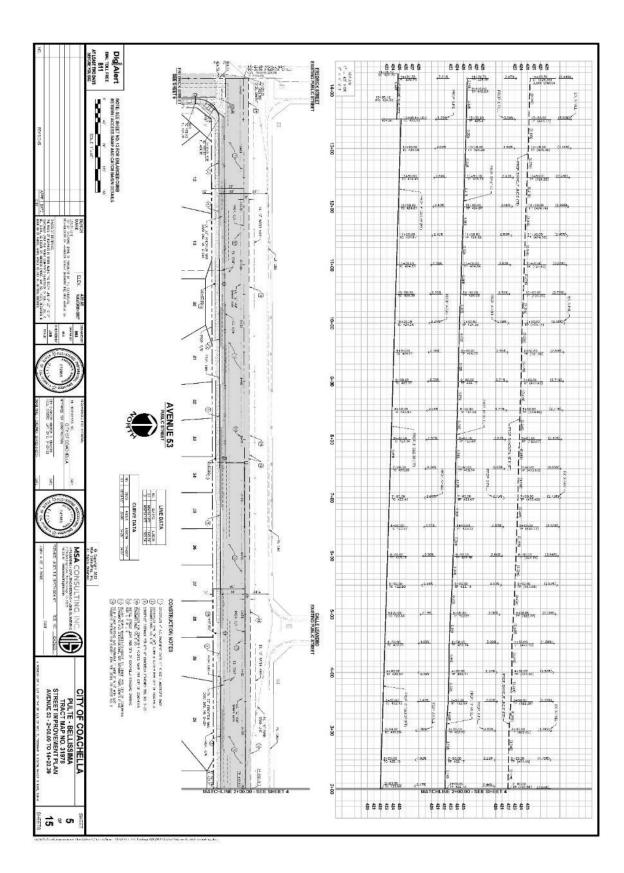
STREET AND UTILITY IMPROVEMENT PLANS

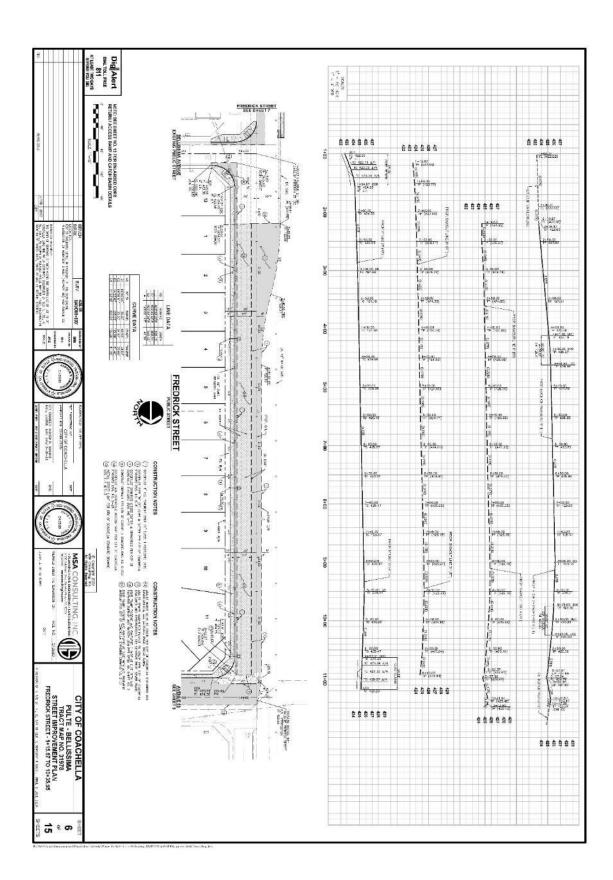


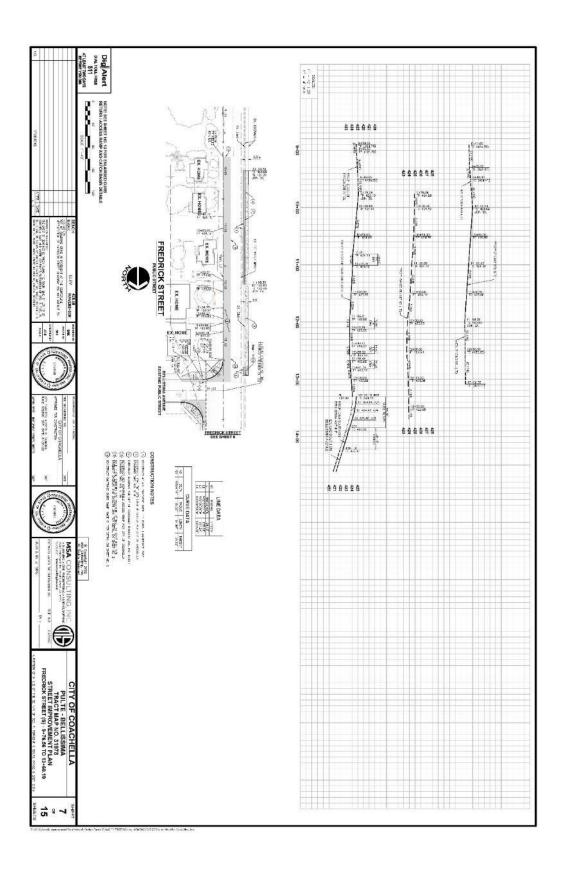


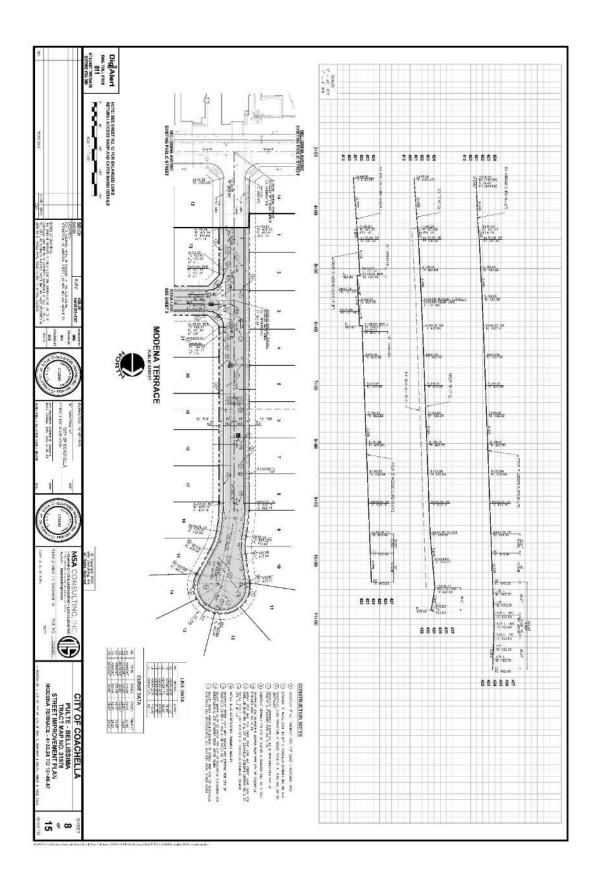


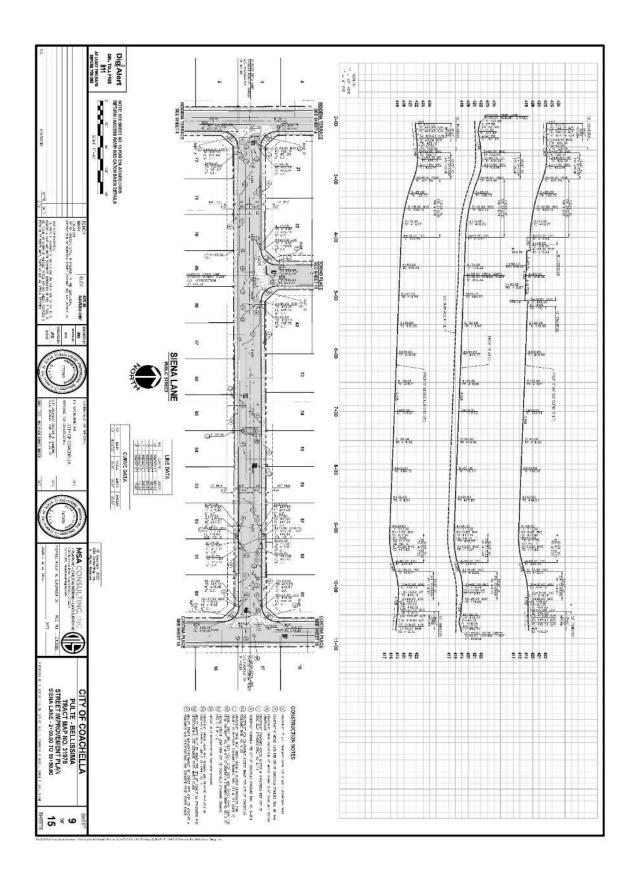


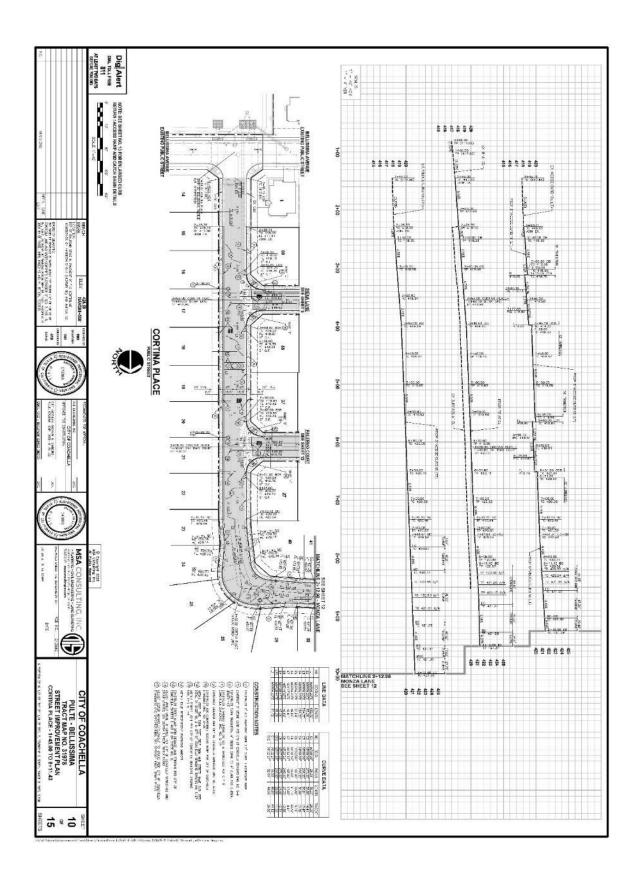


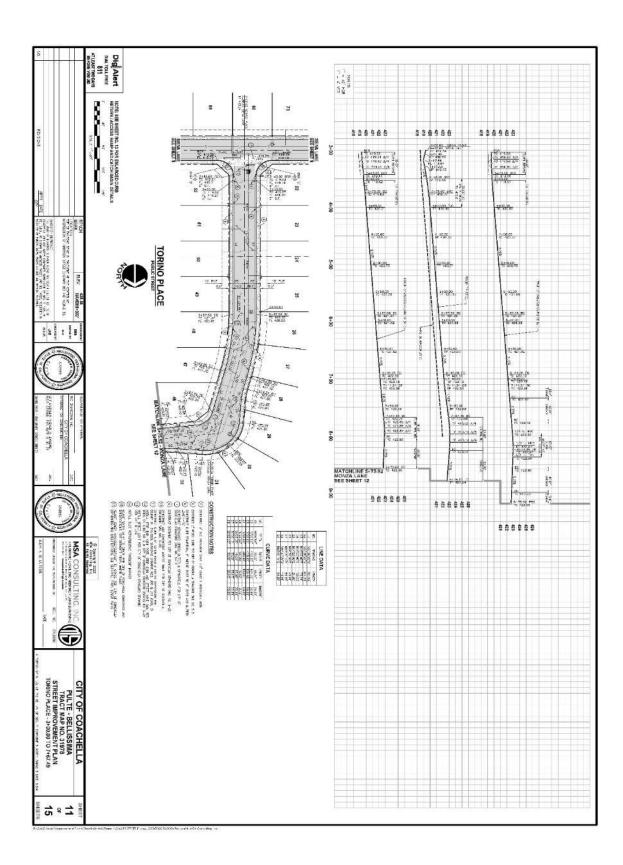


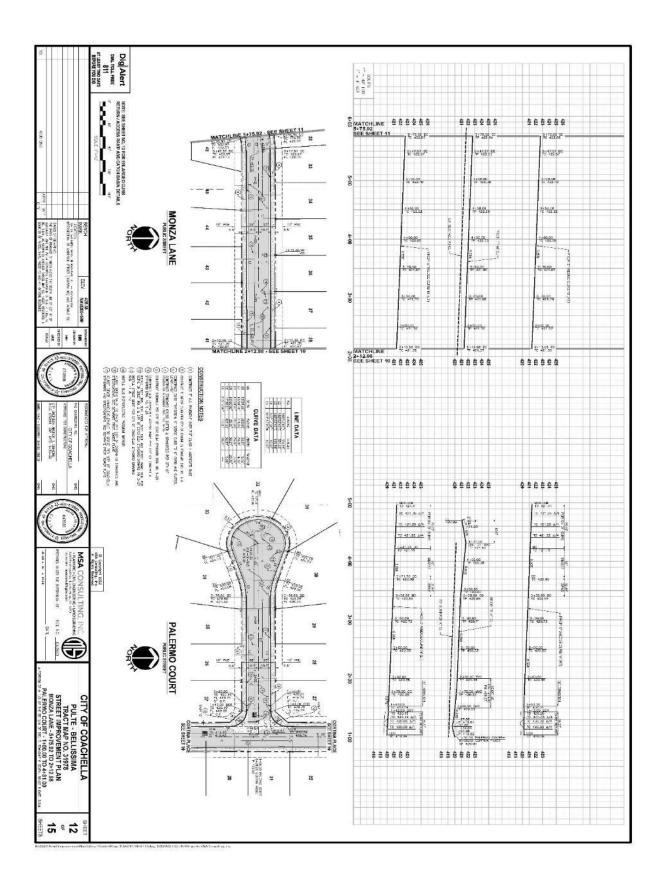


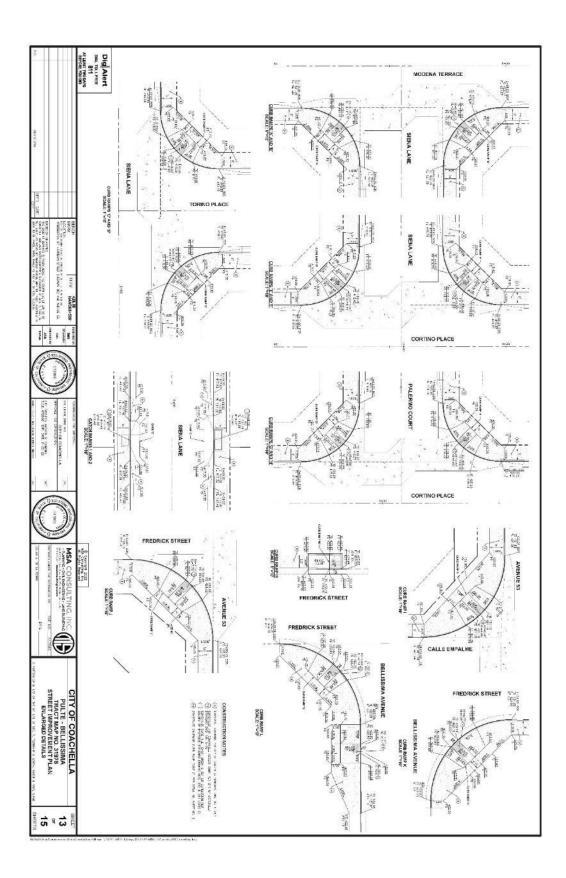


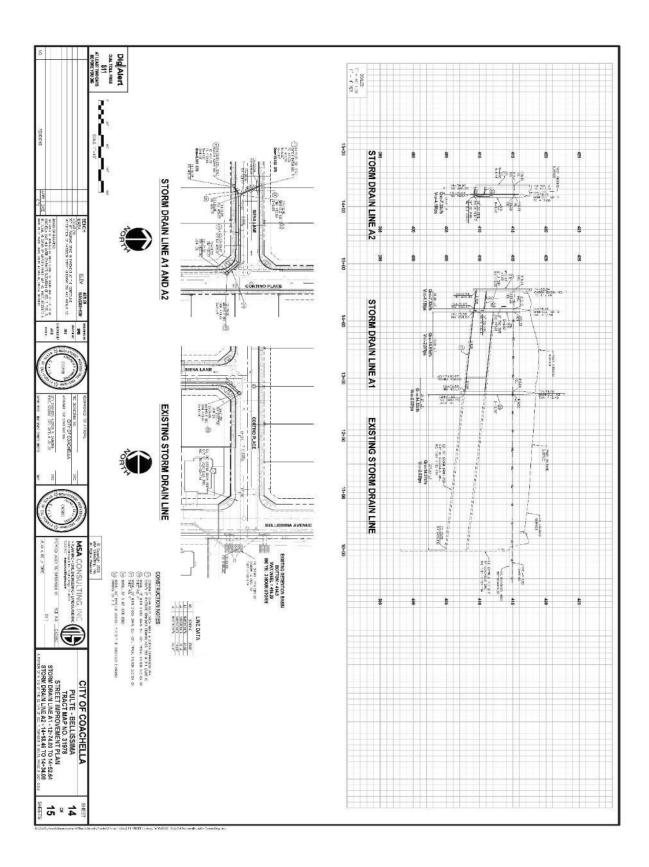


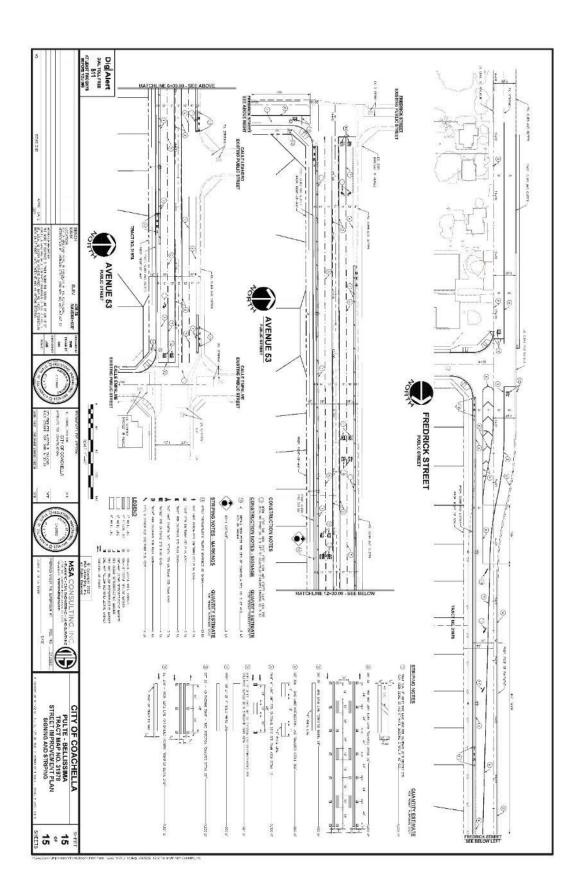


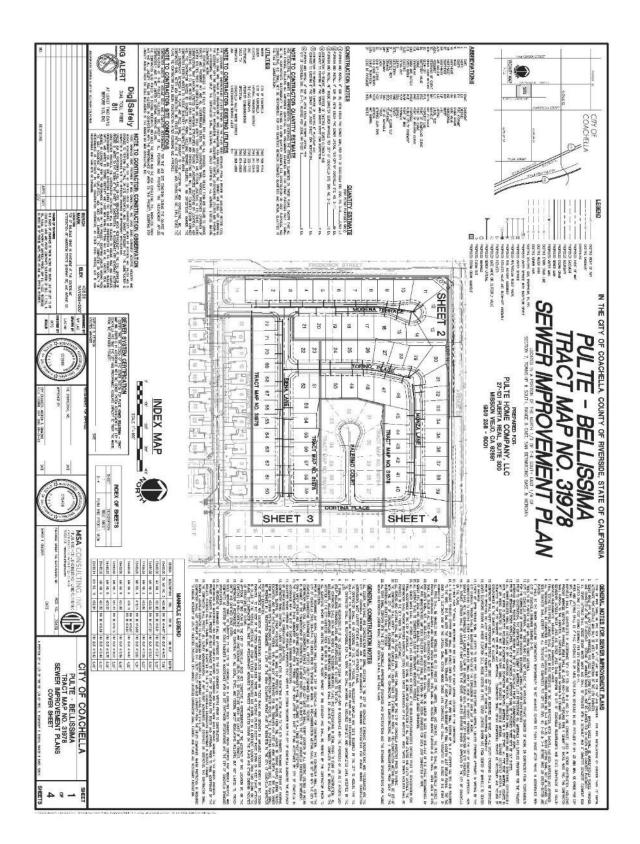


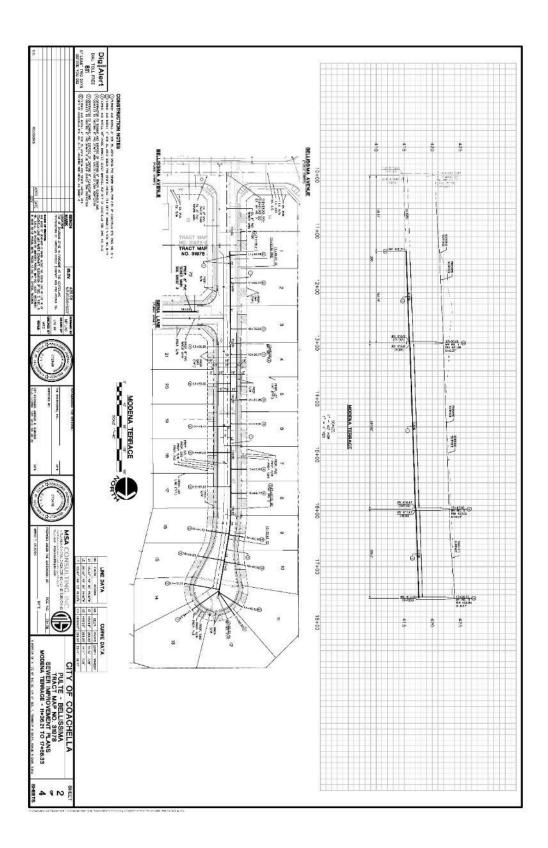


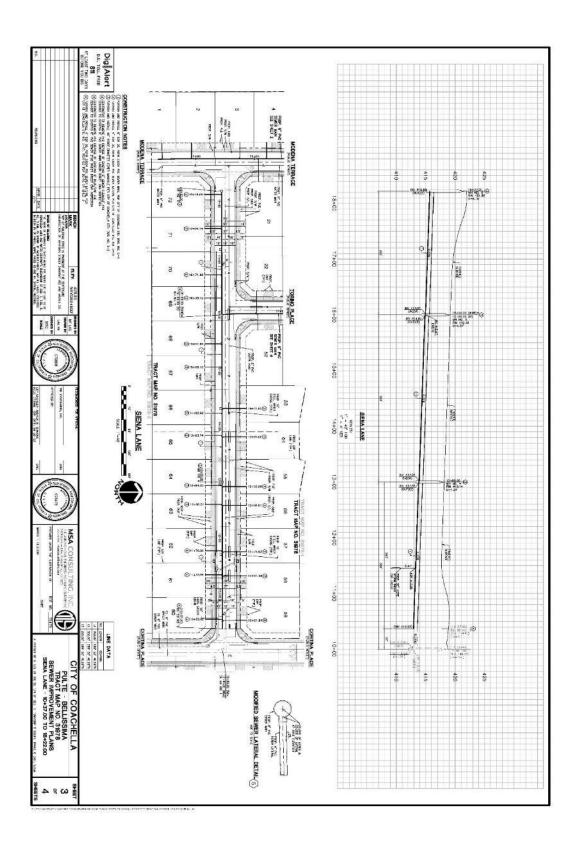


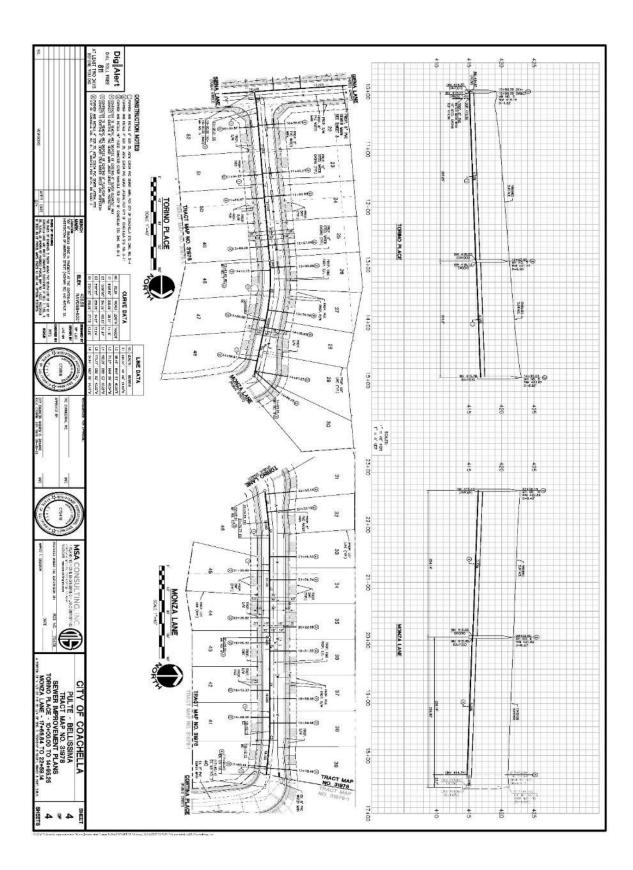


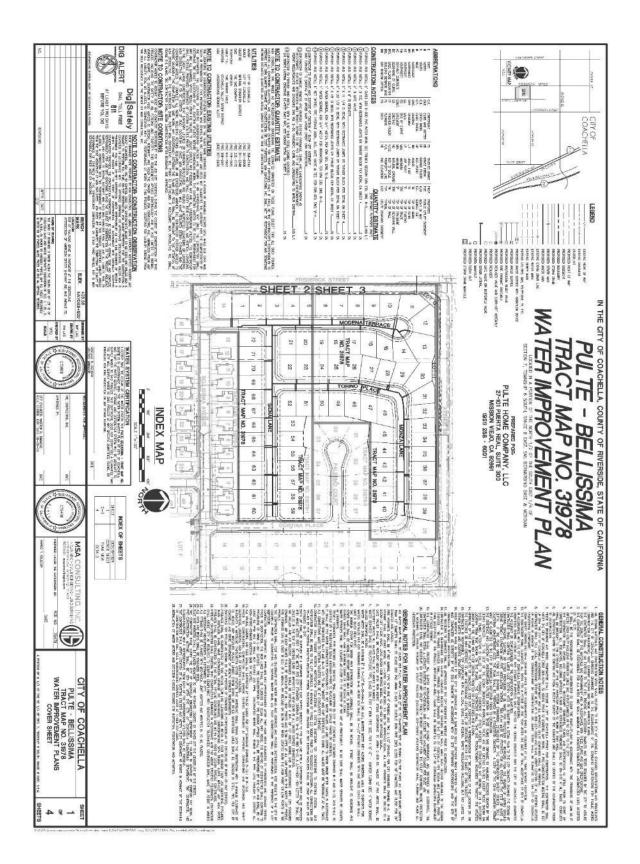


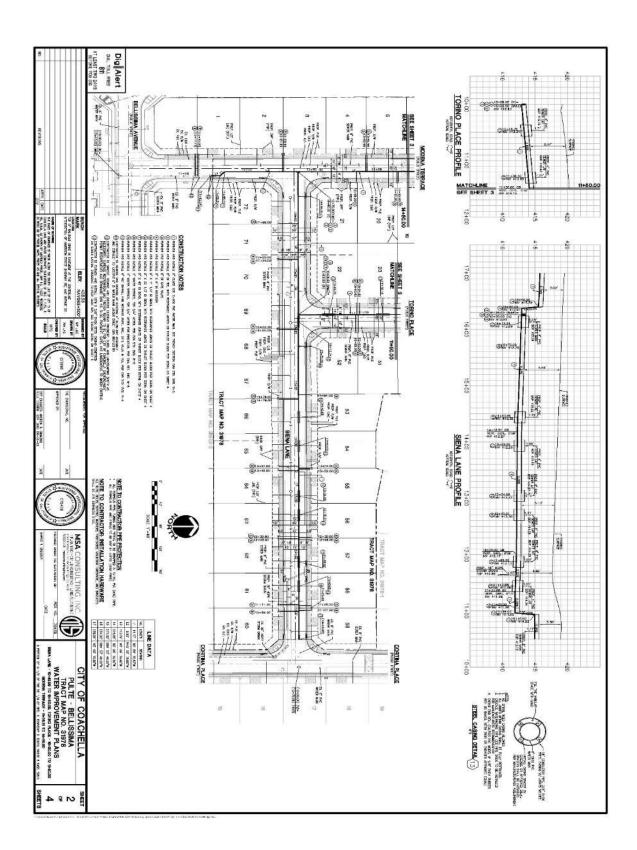


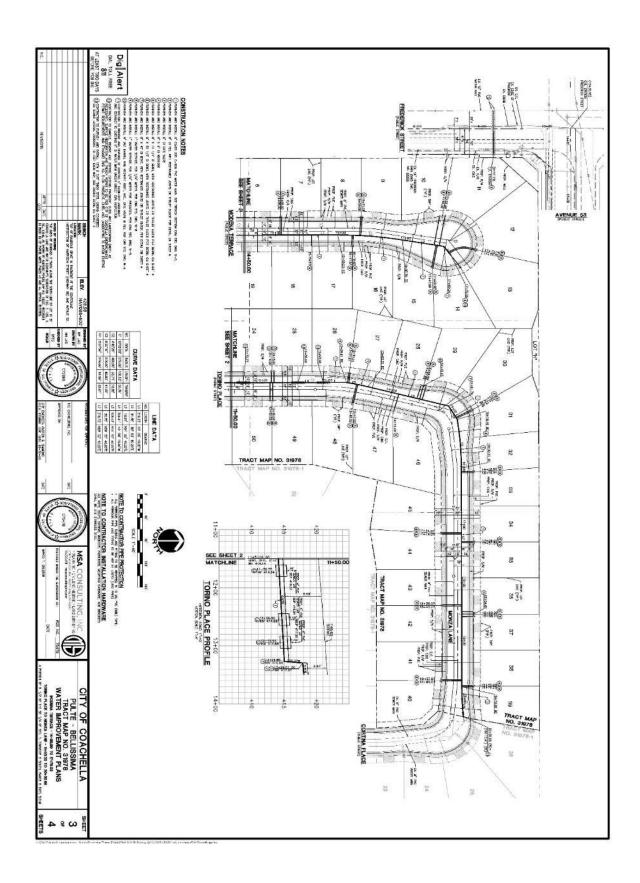


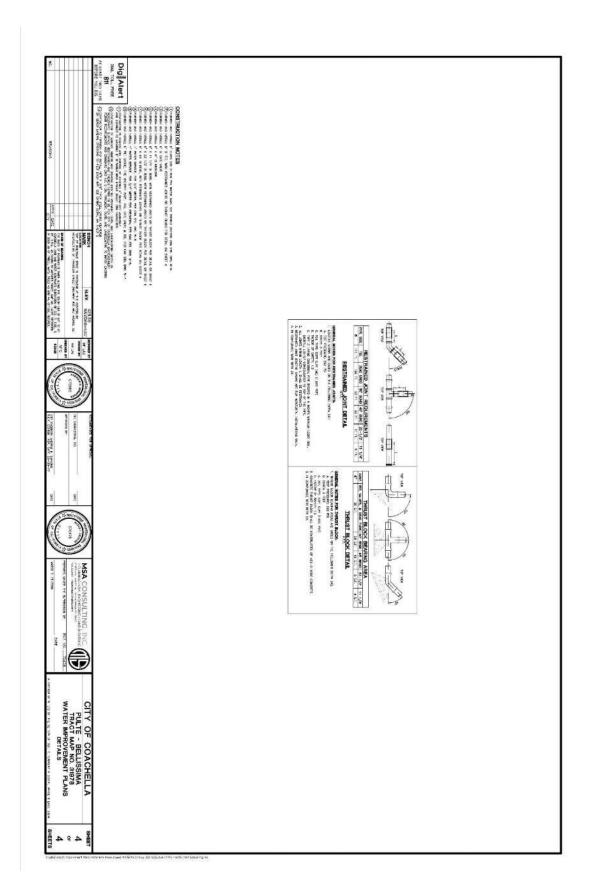


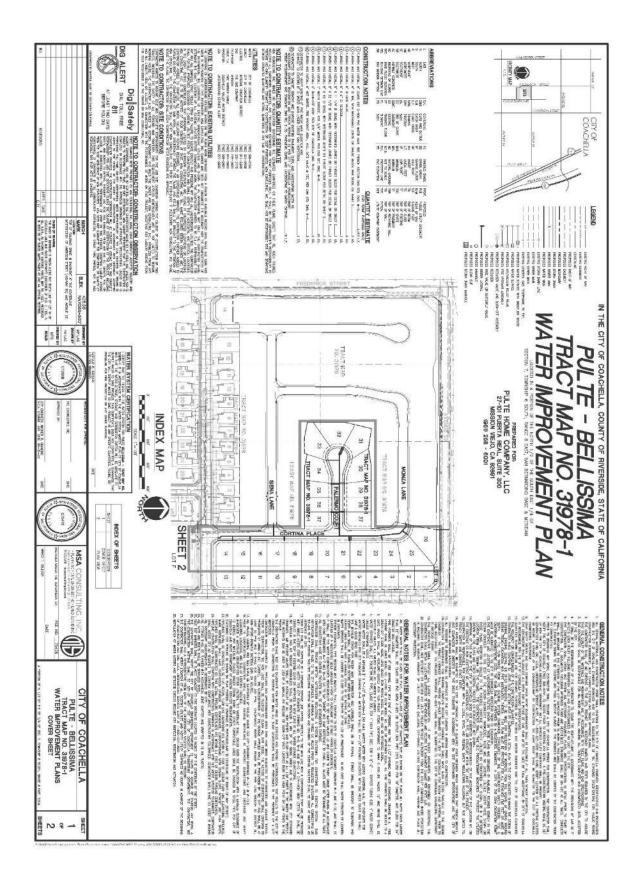


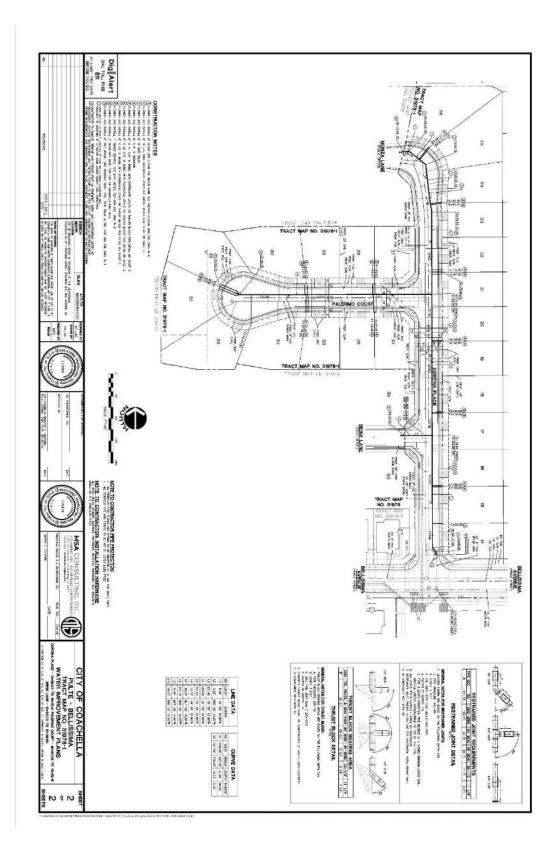


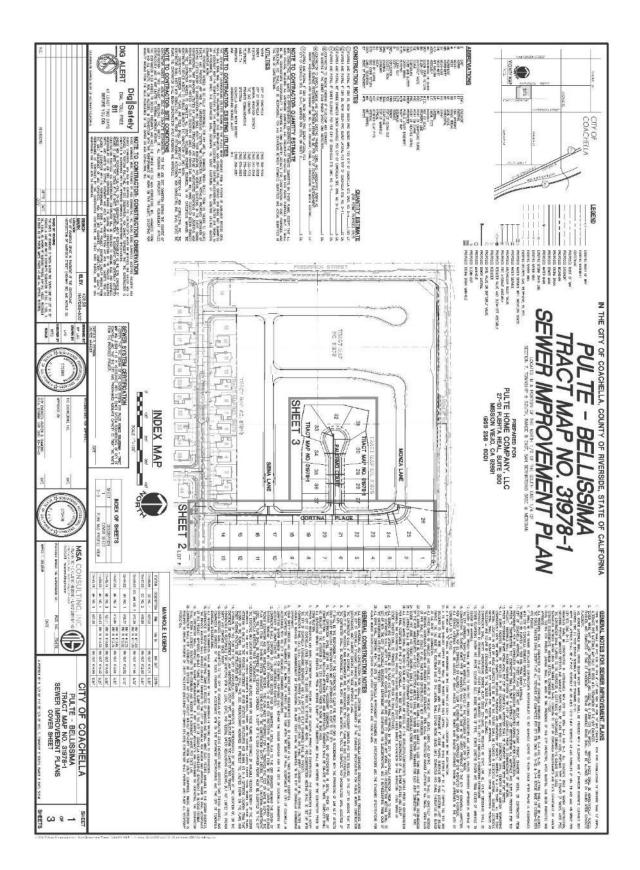


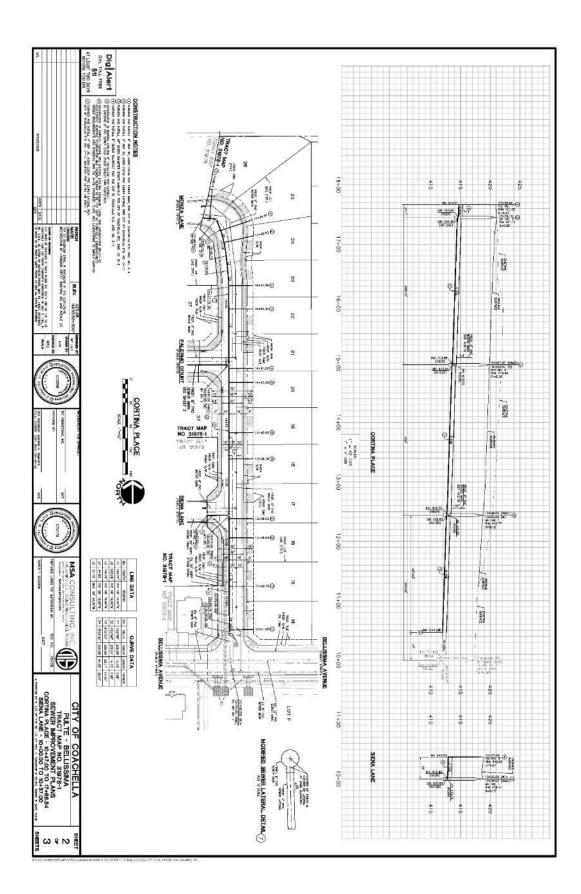












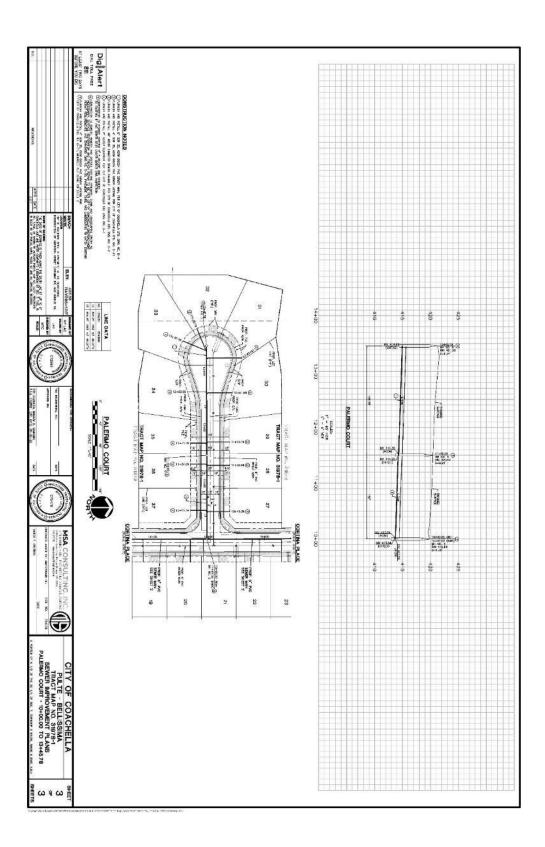


EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 31978 AND 31978-1

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

SUBDIVISION IMPROVEMENT BOND – Faithful Performance	
(Bond #)	
PRINCIPAL AMOUNT: \$_3,403,864.59	
Surety:	_
Attorney-in-fact:	_
Address:	_
Tel:	
SUBDIVISION IMPROVEMENT BOND – Labor (Bond #)	r and Material
PRINCIPAL AMOUNT: \$_1,701,,932.30_	
Surety:	
Attorney-in-fact:	
Address:	
Tel:	
CASH MONUMENT SECURITY: \$5,000.00	
Amount deposited per Cash Receipt No.	

BOND NO. _____ INITIAL PREMIUM: **\$3,403,864.59**____ SUBJECT TO RENEWAL

BOND NO. _____ INITIAL PREMIUM: **\$1.701,932.20__** SUBJECT TO RENEWAL