

City of Beaumont

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

Case No. PW2022-0934
Receipt No. R01272891
Fee \$_3,484.43
Date Paid 10/5/2022

BOND EXONERATION APPLICATION

Bon	d Type: Performance Maintenance Fi	nal Monument Inspection Other:
1.	Contact's Name	Phone
2.	Contact's Address	City/State/Zip
5.	Contact's E-mail	
3.	Developer Name	Phone ude names of principal officers or partners)
4.	Developer Address	
5.	Description of Bonds (including Bond Number, and description of improvements	
6.	to the best of my knowledge the information	ND COMPLETENESS: I hereby certify that on in this application and all attached answers
	and exhibits are true, complete, and correct Archives Print Name and Sign – Contact/Applicant	
	Print Name and Sign – Contact/Applicant	Date
7.	employees and volunteers from and agains costs (including without limitation costs ar of or in connection with contractor's perfo	ch this Bond exoneration is requested, except
	Print Name and Sign – Contact/Applicant	4
	Print Name and Sign – Contact/Applicant	Date

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

Brilled	La company de la
Print Name and Sign – Contact/Applicant	Date

MAINTENANCE BOND

Bond No. 107736393

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and MPLD II Inland Empire 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_____, and identified as 4th Street Traffic Signal Improvements is hereby referred to and made a part hereof; and:

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

NOW, THEREFORE, we, the Principal and <u>Travelers Casualty and Surety Company of America</u> ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of <u>Twenty One Thousand Five Hundred and Thirty and 00/100</u> dollars (\$21,530.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on __March 21st ______, 2023.

PRINCIPAL:

MPLD II INLAND EMPIRE, LLC, a Delaware limited liability company

By: MPLD II REIT A, a Texas real estate investment trust, its sole member

ame: LANGE ALL

Title: Executive Managing Director

Date: 3-22.23

Address: 9330 Colonnade Boulevard, Suite 600

San Antonio, TX 78230-2239

SURETY:

Travelers Casualty and Surety Company of America, a Connecticut corporation

Name: Jeremy Polk

Title: Attorney-in-Fact

Address: 655 N Central Ave, Suite 1100, Glendale, CA 91203

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

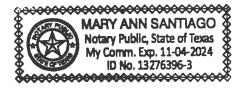
Acknowledgement Form

State of	Texas	,

)ss.:

County of Bexar

Notary Public



ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 3/2/2023 before me personally appeared <u>Jeremy Polk</u> whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal



Notary Signature

Matthew Stanton Erra Commission Expires March 9th, 2026



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeremy Polk

Of PHOENIX

Arizona

Their true and lawful Attorney(s) in Fact to sign execute and appoint processes and lawful Attorney(s) in Fact to sign execute and appoint processes.

PHOENIX

Arizona

, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Executive Vice President, any Executive Vice President, any Executive Vice President, any Executive Vice President, any Senior Vice President, any Executive Vice President, any Senior Vice Pres

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of March







2023



Kevin E. Hughes, Assistant Secretary



August 25, 2022

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

Request for Bond Exoneration for Traffic Signal at 4th Street/Potrero Blvd Re:

Dear Jeff,

Please see attached Bond Exoneration Application and all required documents for the work that we have completed to release Performance and Payment Bond #107366929 for our completed Traffic Signal at 4th Street/Potrero Blvd.

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

Sincerely,

Bruce McDonald

McDonald Property Group

Brududof

GENERAL NOTES:

- 1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
- 2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE. RESOLUTION OF CONDITIONAL APPROVAL. CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
- 3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
- 4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE. A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF \$1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
- 5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
- 6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
- 7. NO REVISIONS WILL BE MADE THE THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
- 8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
- 9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
- 10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- 11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
 - A. SUMMARY SHEET
 - C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
- 12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
- 13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
- 14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN. CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING. AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- 15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS. TITLE 8 CALIFORNIA ADMINISTRATIVE CODE. THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
- 16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- 17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUINICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
- 18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
- 19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
- 20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
- 21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
- 22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

CITY OF BEAUMONT (951) 769-8520 EASTERN MUNICIPAL WATER DISTRICT (951) 766-1810 (800) 422-4133 UNDERGROUND SERVICE ALERT SOUTHERN CALIFORNIA GAS COMPANY (800) 227-2600 SOUTHERN CALIFORNIA EDISON COMPANY (909) 928-8270 BEAUMONT-CHERRY VALLEY WATER DISTRICT (951) 845-9581 (800) 892-0123 TIME WARNER CABLE (760) 340-2225

COX COMMUNICATIONS (888) 423-3913 23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

GENERAL TRAFFIC SIGNAL NOTES:

- 1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF THE CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS (2018 RSP), CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014), AND THESE SPECIAL PROVISIONS FOR THIS PROJECT.
- 2. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, (800) 227-2600, AND ALL CONCERNED UTILITY COMPANIES AT LEAST TWO WORKING DAYS IN ADVANCE OF EXCAVATION. LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ALL DAMAGES OCCURRED DUE TO FAILURE TO LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. HAND DIG AS NEEDED OR AS DIRECTED BY THE ENGINEER UNTIL CLEAR OF OBSTRUCTIONS.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON CITY RIGHT-OF-WAY AFFECTED BY CONTRACTOR'S WORK. THE CONTRACTOR SHALL KEEP CITY RIGHT-OF-WAY CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES, METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS. THERE SHALL BE NO STOCKPILING OF CONSTRUCTION MATERIALS WITHIN THE CITY RIGHT-OF-WAY WITHOUT THE PERMISSION OF THE ENGINEER.
- 4. ANY EXISTING IMPROVEMENTS DAMAGED SHALL BE REMOVED AND REPLACED AS APPROVED BY THE CITY ENGINEER. PAVEMENT RESTORATIONS SHALL BE PER CITY OF BEAUMONT STANDARDS.
- 5. SEE CALTRANS STANDARD PLAN ES-1A, ES-1B, AND ES-1C FOR SYMBOLS AND ABBREVIATION LEGENDS.
- 6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC SIGNAL EQUIPMENT, SIGNS, AND STRIPING IN ACCORDANCE WITH THE PLANS AND SPECIAL PROVISIONS. ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE UNLESS OTHERWISE NOTED.
- 7. CONTROLLER CABINET AND SERVICE CABINET SHALL BE PLACED AT A MINIMUM OF 15 FEET APART.
- 8. ELECTRICAL CONDUIT SHALL BE PLACED AT A MINIMUM OF 2 FEET FROM TELEPHONE CONDUIT.
- 9. ALL PULL BOXES SIZE SHALL BE NO. 6 UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER. PULL BOXES IN UNIMPROVED AREAS NOT PROTECTED BY CURB AND GUTTER SHALL BE TRAFFIC BEARING TYPE. MAXIMUM SPACING BETWEEN PULL BOXES SHALL BE 200 FEET.
- 10. ALL CONDUITS SHALL BE 2-INCH TYPE 3 SCHEDULE 80 PVC UNLESS OTHERWISE NOTED. ALL CONDUITS PLACED UNDER PAVING SHALL BE INSTALLED WITHOUT OPEN CUTTING.
- 11. DETECTOR LOOPS SHALL BE CENTERED WITHIN THE DRIVING LANE UNLESS OTHERWISE NOTED. STRIPING LAYOUT (CAT-TRACKING) SHALL BE APPROVED BY THE CITY PRIOR TO DETECTOR LOOP INSTALLATION. ALL LOOP DETECTOR CONFIGURATIONS SHALL BE TYPE "E" PER STANDARD PLAN ES-5B. ALL CURB TERMINATIONS SHALL BE TYPE "A" PER STANDARD PLAN ES-5D. DETECTOR LOOP WIRES SHALL BE TESTED AND APPROVED PRIOR TO FILLING SAWCUTS.
- 12. ALL CABLES AND CONDUCTORS SHALL BE CONTINUOUS WITH A MINIMUM OF 6 FEET OF SLACK INSIDE EACH PULL BOX UNLESS OTHERWISE NOTED. 20 FEET OF SIGNAL INTERCONNECT CABLE SLACK SHALL BE PROVIDED INSIDE THE CONTROLLER CABINET.
- 13. TRAFFIC SIGNAL INTERCONNECT CABLE (SIC) SHALL BE 6-PAIR, AWG #20 CABLE UNLESS OTHERWISE NOTED. TRAFFIC SIGNAL INTERCONNECT CONDUIT SHALL HAVE A MINIMUM FACTORY CONDUIT BEND RADIUS OF 36 INCH.
- 14. ALL COMBINATION PEDESTRIAN AND VEHICLE SIGNAL INDICATIONS INCLUDING PV HEADS SHALL UTILIZE LIGHT EMITTING DIODE (L.E.D.) TECHNOLOGY. PEDESTRIAN SIGNAL HEADS SHALL BE THE COUNTDOWN TYPE.
- 15. THE CONTRACTOR SHALL POT-HOLE BEFORE TRAFFIC SIGNAL POLES ARE ORDERED.
- 16. TEMPORARY TRAFFIC CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER PRIOR TO START ANY WORK.
- 17. THE CONTRACTOR IS REQUIRED TO SUBMIT TO THE ENGINEER "AS-BUILT" PRINTS PRIOR TO THE CITY'S ACCEPTING THE INSTALLATIONS. THE PRINTS SHALL INDICATE IN RED ALL DEVIATIONS FROM THE CONTRACT PLANS, SUCH AS LOCATION OF POLES, PULL BOXES AND RUNS, DEPTHS OF CONDUIT, NUMBER OF CONDUCTORS AND OTHER APPURTENANT WORK FOR FUTURE REFERENCE.
- 18. THE CONTRACTOR SHALL ALSO FURNISH CABINET INVENTORY SHEETS. THESE SHEETS SHALL INCLUDE SERIAL AND MODEL NUMBERS OF ALL EQUIPMENT CONTAINED IN THE CABINET.
- 19. THE CONTRACTOR SHALL CREATE THE INITIAL SIGNAL SETTINGS AND TIMINGS FOR THE PROPOSED TRAFFIC SIGNAL CONTROLLER OPERATION. A COPY OF THE TIMING SHEET SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVED PRIOR TO
- 20. ALL SALVAGED EQUIPMENT SHALL BE DELIVERED BY CONTRACTOR TO THE CITY OF BEAUMONT STORAGE YARD FACILITY AT 405 E 4TH STREET (SOUTHEAST CORNER OF 4TH AND G STREET). CONTRACTOR SHALL GIVE A 48-HOUR NOTICE TO THE CITY PRIOR TO ALL PICK-UP AND DELIVERY DATES.
- 21. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN A BUILDING PERMIT (REIMBURSABLE FEE) FOR TRAFFIC SIGNAL METER INSTALLATION. ONCE THE WORK IS APPROVED AND BEEN ISSUED A GREEN TAG. THE CONTRACTOR SHALL CONTACT THE CITY OF BEAUMONT ENGINEERING DEPARTMENT TO AUTHORIZE SOUTHERN CALIFORNIA EDISON TO ENERGIZE THE TRAFFIC SIGNAL AND SAFETY LIGHTING.
- 22. THE CONTRACTOR SHALL MAINTAIN PROPER ADA CLEARANCES AROUND ALL NEW POLES, CABINETS, OR ANY OTHER ABOVE-GROUND EQUIPMENT TO BE INSTALLED AS PART OF THIS PROJECT. ALL NEW POLES, CONDUIT, AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB ACCESS RAMPS OR FUTURE CURB ACCESS RAMPS LOCATIONS.

DECLARATION OF ENGINEER OF RECORD

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION. THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS. I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS. ERRORS OR OMISSIONS OF THE ENGINEER OR RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

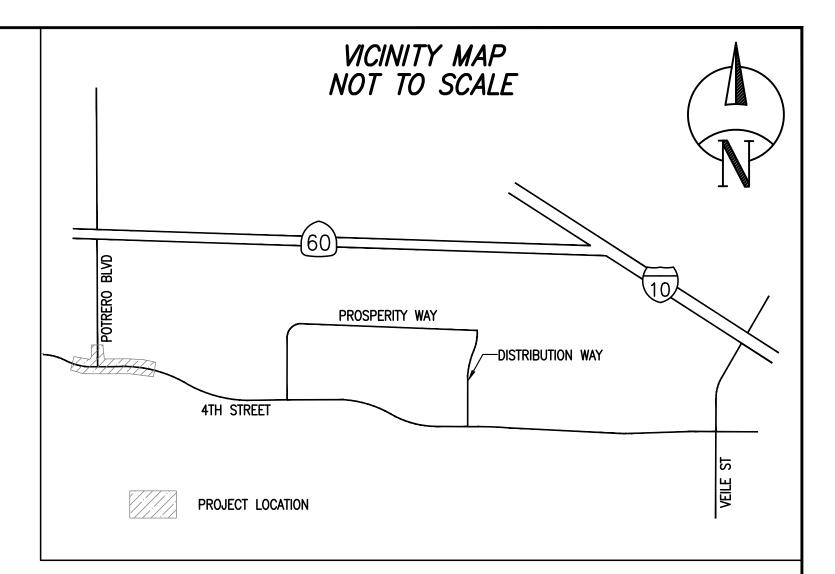
DATE

The Oalt

EXP. DATE: 6/30/2269467

OWNER INFORMATION:

LASSEN DEVELOPMENT PARTNERS, LLLP 1300 QUAIL STREET, SUITE 100 NEWPORT BEACH, CA 92660 PHONE: (949) 833-0222 FAX: (949) 833-1960



GENERAL SIGNING & STRIPING NOTES:

- TRAFFIC SIGNING AND STRIPING, LEGENDS AND DELINEATOR SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV. 1&2, THE 2018 STANDARD PLANS AND THE 2018 STANDARD SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. PAVEMENT LEGEND, ARROWS, MARKINGS, STRIPING, DELINEATION, AND SIGNS WITHIN THE CITY RIGHT-OF-WAY SHALL MATCH CITY STANDARDS AND STENCILS. THESE ITEMS WITHIN CALTRANS RIGHT-OF-WAY SHALL COMPLY WITH CALTRANS STANDARDS.
- 2. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT LEGENDS AND MARKING SHALL MATCH CITY STENCILS.
- ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY OF BEAUMONT ENGINEERS.
- 4. UPON FINAL ROLLING OF NEW PAVEMENT LINES SHALL BE CAT TRACKED TO THE SATISFACTION OF THE CITY ENGINEER AND CALTRANS, CAT TRACKING SHALL BE MAINTAINED UNTIL STRIPING WORK BEGINS.
- 5. FIRST STRIPING COAT SHALL BE APPLIED WITHIN 24 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
- 6. NEW SIGN POST SHALL BE GALVANIZED STEEL, EASY ERECT BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL,
- UNLESS OTHERWISE NOTED. SIGN SHALL BE MOUNTED ON STREET LIGHT POLES WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
- 7. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
- 8. ALL LANE WIDTHS SHALL BE MEASURED FROM THE CENTERLINE OF THE STRIPING TO CURB OR EDGE OF PAVEMENT
- 9. ALL NEW STRIPING AND PAVEMENT MARKINGS MUST BE THERMOPLASTIC.

DESCRIPTION SHEET NO. TITLE SHEET

TRAFFIC SIGNAL PLAN FOR POTRERO BOULEVARD AT 4TH STREET

SIGNING AND STRIPING PLAN FOR 4TH STREET STA. 52+00 TO STA. 69+00

SIGNING AND STRIPING SYMBOL LEGEND:

= EXISTING STRIPING & MARKINGS TO REMAIN. = EXISTING STRIPING & MARKINGS TO BE REMOVED.

= PROPOSED STRIPING & MARKINGS.

= EXISTING SIGN AND POST.

= EXISTING SIGN AND POST TO BE REMOVED OR RELOCATED. = PROPOSED SIGN AND POST.

----- = EXISTING CURB. = PROPOSED CURB.

•—□ = EXISTING STREET LIGHT.

TRAFFIC SIGNAL SYMBOL LEGEND:

= PROPOSED TYPE E LOOP

= PROPOSED BIKE LOOP

= EXISTING CONDUIT ---- = EXISTING CONDUIT TO BE ABANDONED

= PROPOSED CONDUIT

= EXISTING PULLBOX

= EXISTING PULLBOX TO BE REMOVED

□ = PROPOSED PULLBOX

= VEHICLE SIGNAL HEAD (WITH BACKPLATE)

= VEHICLE SIGNAL HEAD CONSISTING OF RED. YELLOW AND GREEN LEFT ARROW SECTIONS

→ = OPTICAL DETECTOR FOR THE EMERGENCY VEHICLE DETECTION

= INTERNALLY ILLUMINATED STREET NAME SIGN (I.I.S.N.S.)

= MAST ARM MOUNTED SIGN = LUMINAIRE

= PEDESTRIAN SIGNAL HEAD

= CONTROLLER ASSEMBLY WITH BATTERY BACKUP SYSTEM

= SERVICE EQUIPMENT ENCLOSURE

= STANDARD POLE WITH SIGNAL MAST ARM, ATTACHED VEHICLE SIGNAL HEADS, LUMINAIRE, AND INTERNALLY ILLUMINATED STREET NAME SIGN

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S):

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS RESPONSIBLE FOR THE PROTECTION OF AND ANY DAMAGE TO THESE LINES OR STRUCTURES.

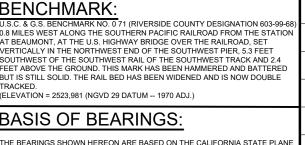
THE ESTIMATED QUANTITIES HEREON ARE ONLY FOR THE PURPOSE OF OBTAINING THE NECESSARY PERMITS, AND DOES NOT GUARANTEE THE ACCURACY OF THE ESTIMATED QUANTITIES. THE CONTRACTOR SHALL PERFORM HIS OWN QUANTITY TAKE OFF BEFORE SUBMITTING A BID FOR ANY PORTION OF THE IMPROVEMENTS COVERED BY THESE PLANS. THE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

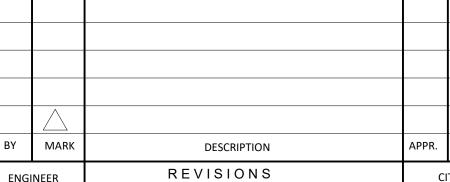
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE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

Beaumont, CA 922



TH PUBLISHED ON THE CSRC DATA SHEETS, BEING N 86°04'01.17163" E (20







THOMAS IOSEPH WHEAT

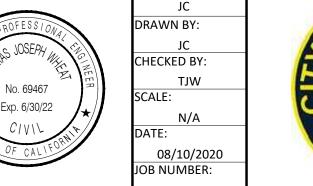
R.C.E. No. 69467 EXPIRE: 6/30/22

SIGNATURE:

TJW ENGINEERING, INC. SEAL Traffic Engineering & Transportation Planning Consultants Wenture, Suite 225, Irvine, CA 92618 t: (949) 878-3509 f: (949) 878-3593 www.tjwengineering.com

No. 69467 Exp. 6/30/22 08/19/2020

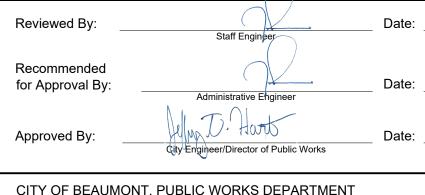
DATE:



08/19/2020







Date: 08/27/2020 Date: 08/27/2020 09/22/20

TEL: (951) 769-8520 FAX: (951) 769-8

TITLE SHEET TRAFFIC SIGNAL & SIGNING AND STRIPING PLANS

POTRERO BLVD AT 4TH STREET

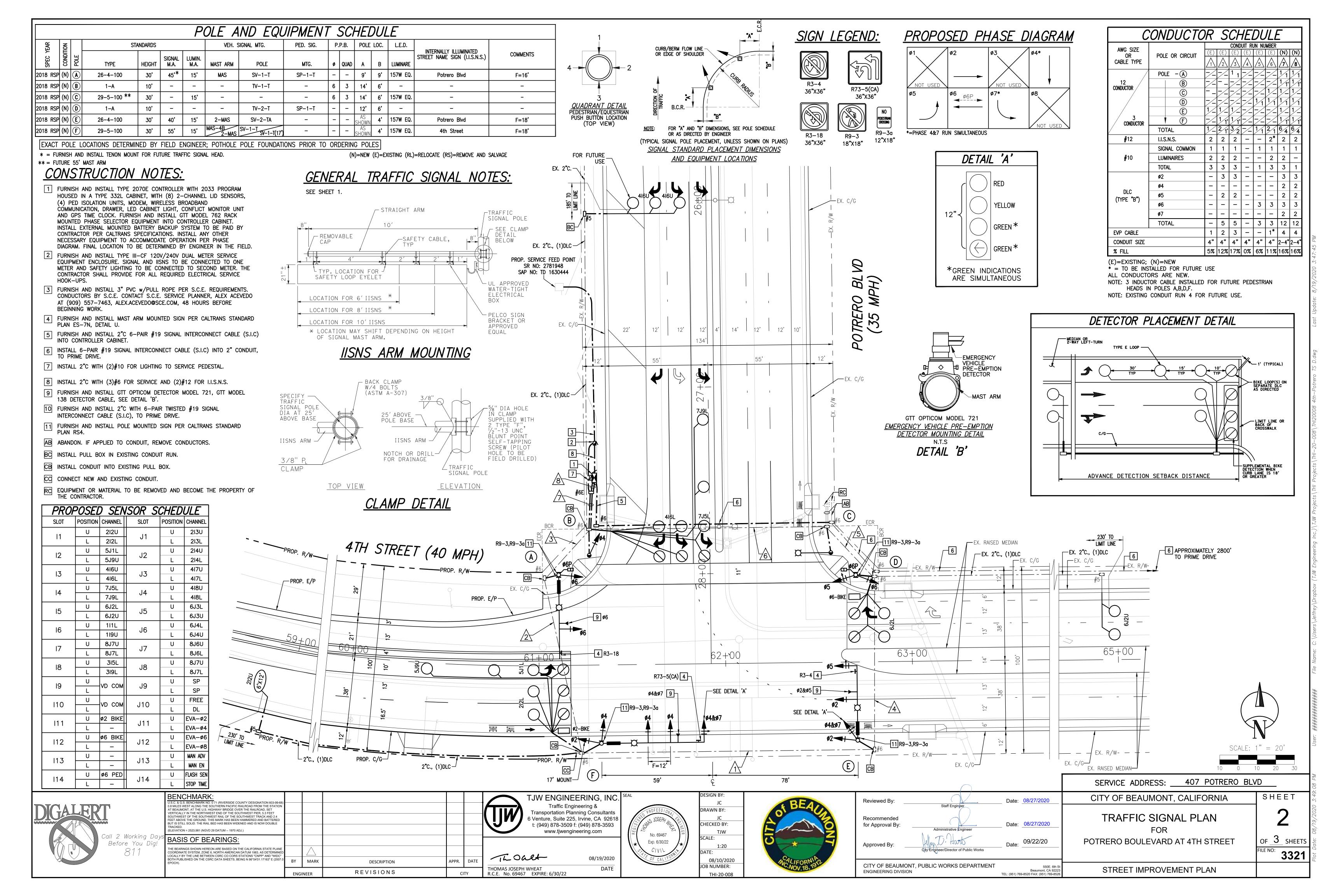
STREET IMPROVEMENT PLAN

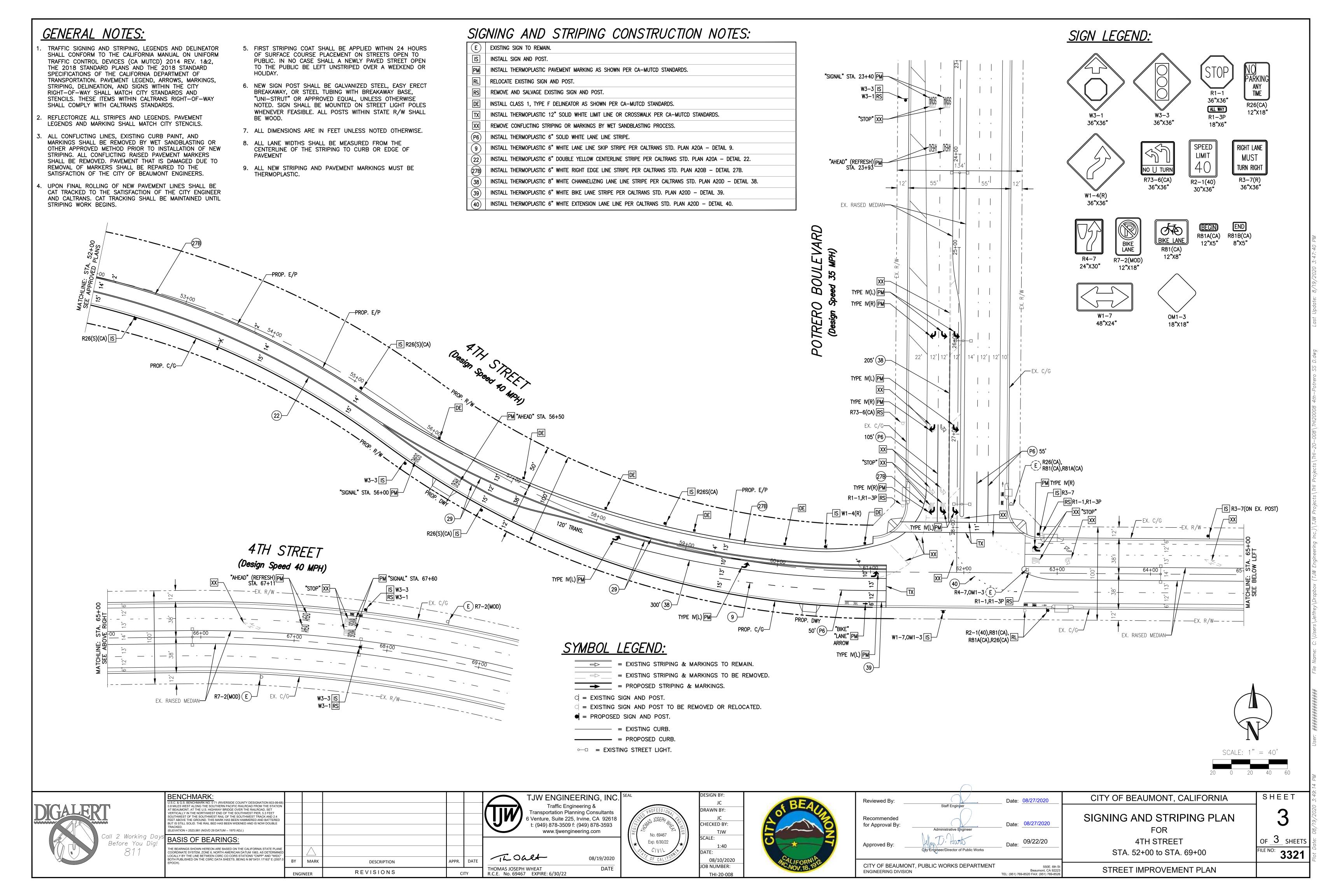
CITY OF BEAUMONT, CALIFORNIA

OF 3 SHEETS

SHEET

FILE NO: **3321**





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

(Tract Map/Parcel Map/Plot Plan No. PP2018-0134) for Traffic Signal Improvements

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and MPLD II INLAND EMPIRE, LLC, a Delaware limited liability company ("DEVELOPER").

RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 36426, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

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

- 1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.
- 2. <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. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- 4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- General Liability and Worker's Compensation Insurance. The DEVELOPER shall, 6. before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's

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

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

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

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. Security for One-Year Warranty Period, DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done. furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement. DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified. CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period. City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

- 14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.
- 15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.
- 16. <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:/ //

Date

DEVELOPER:

MPLD II INLAND EMPIRE, LLC,

a Delaware limited liability company

By: MPLD II REIT A,

a Texas real estate investment trust,

its sole member

By:

Name:

DAVID BUCK

Title:___

Executive Managing Director

Date:

Address: 9330 Colonnade Boulevard, Suite 600, San Antonio, TX 78230-2239

Bond No. 107366929

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and MPLD II INLAND EMPIRE, LLC, a Delaware limited liability company (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _______, 20___, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36426 (Traffic Signal Improvements), 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 Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Two Hundred Fifteen Thousand Three Hundred dollars (\$215,300.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 11, 2021 .

PRINCIPAL:

MPLD II INLAND EMPIRE, LLC, a Delaware limited liability company

By: MPLD II REIT A, a Texas real estate investment trust, its sole member

By:

Name:

Title:

David BUCK

Title:

Executive Managing Director

Date:

Address: 9330 Colonnade Boulevard, Suite 600, San Antonio, TX 78230-2239

SURETY:

Travelers Casualty and Surety Company of America, a Connecticut corporation

Name: Jeremy Polk

Title: Attorney-in-Fact

2375 E Camelback Rd, Suite 250

Address: Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

Acknowledgement Form

State of Texas	
)ss.
County of Bexar)

On the _______ day of ______ in the year _______ in the year _______, before me, the undersigned notary public, personally appeared ________ mersonally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Mary Dan Notary Pu

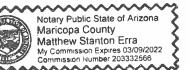
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 1/11/202\ before me personally appeared <u>Jeremy Polk</u> whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature

Matthew Stanton Erra Commission Expires March 9th, 2022



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeremy Polk of PHOENIX

Arizona , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

By: Pohert I Paney Settler Vice President

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

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th

day of January

2021







MARIE COM

Har F. Huyen Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Bond No. 107366929

EXHIBIT "B" PAYMENT BOND

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of **Two Hundred Fifteen Thousand Three Hundred dollars (\$ 215,300.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 11, 2021 .

PRINCIPAL:

MPLD II INLAND EMPIRE, LLC,

a Delaware limited liability company

By: MPLD II REIT A, a Texas real estate investment trust, its sole member

By: Name: DAVID BUCK
Title: Executive Managing Director
Date:

Address: 9330 Colonnade Boulevard, Suite 600, San Antonio, TX 78230-2239

SURETY:

Travelers Casualty and Surety Company of America, a Connecticut corporation

Name: ______Polk _____

Title: Attorney-in-Fact

2375 E Camelback Rd, Suite 250

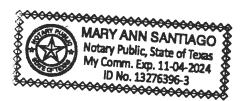
Address: Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

Acknowledgement Form

State of Texas)
)ss.
County of Rexar)

On the 12 day of Jonuary in the year 2021, before me, the undersigned notary public, personally appeared David Buck , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



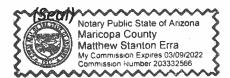
May a 8 ____ Notary Public

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 1/11/2024 before me personally appeared <u>Jeremy Polk</u> whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.



Notary Signature

Matthew Stanton Erra Commission Expires March 9th, 2022



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeremy Polk of PHOENIX

Arizona , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

By: Pohert I Paney Setter Vice President

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

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreautt, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th

day of January

2021







Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Altorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: DATE:	4th Street / Potrero Blvd - Traffic Signal & Signing and Striping August 19, 2020
PP, CUP NO.:	BY: Jeffrey Chinchilla GERSSION
IMPROVEMENTS	FAITHFUL PERFORMANCE 100% LABOR & MATERIALS SECURITY 100% Construction Costs)
Streets/Drainage Sewer Total Warranty Retension (22.5%) Street/Drainage Plan Check Fees = Sewer Plan Check Fees = Street Inspection Fees = Sewer Inspection Fees =	\$ 215,300.00 \$ 215,300.00 \$ 48,442.50 \$ 500.00 \$ - \$ APPROVED AS SUBMITTED
Construction items and their quantities as show	calculations of improvement Bonding costs on on attached sheets are accurate for the improvements required attical extensions using City's unit costs are accurate for on costs.
	al 20% for recordation prior to having signed plans al 20% for recordation prior to having signed plans 19-Aug-20 Date PROFESS/ONAL PROFES
Thomas J. Wheat Name typed or printed FORM \$ UNIT COSTS REVISED 096	Civil Engineer's Stamp
	ASE READ INSTRUCTIONS BELOW***** ent plans, Unit costs to be as provided on "City of Beaumont

- 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.

		STREET IMPROVEMENTS				
QTY.	UNIT	UNIT ITEM		UNIT COST		OUNT
		Roadway Excavation				
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(262,230 sf)	\$	15.00	\$	-
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =				
	C.Y. (c or f)	(a.) Excavate and Fill	\$	0.40	\$	-
	C.Y. (f - c)	(b.) Excavate and Export	\$	1.10	\$	-
		(c.) Import and Fill	\$	2.80	\$	-
		If balance, provide (a.) only, either cut or fill				
Y.		If export, provide (a.) & (b.), $a = fill$, $b = cut - fill$				1 0
		If import, provide (a.) & (c.), a = cut, c= fill - cut				
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual				
		costs to assure that work will be corrected to				
		eliminate hazardous conditions.)				
	L.S.	Erosion Control	\$	30,000.00	\$	-
	S.F.	Remove A.C. Pavement	\$	1.00	\$	-
	L.F.	Remove Terrace Drain	\$	4.00	\$	
	L.F.	Remove A.C. Dike	\$	3.00	\$	-
	S.F.	Remove Sidewalk	\$	3.00	\$	-
	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$	2.00	\$	-
	EA	Remove CMP Riser	\$	400.00	\$	
					\$	-
					\$	-
					\$	-
					\$	_
					\$	-
					\$	-
		* *			\$	-
					\$	-
					\$	_

		STREET IMPROVEMENTS (Cont	'd.)			
QTY.	UNIT	ITEM	ហ	VIT COST	AN	40UNT
	L.F.	Remove Chain Link Fence	\$	2.50	\$	_
	EA.	Remove Barricade	\$	200.00	\$	-
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ 0.38') Aggregate Base Class II	\$	90.00	\$	
	C.Y.	(Street SF @ 0.83', Access Dwy SF @ 0.5')	\$	50.00	\$	_
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF)	\$	600.00	\$	_
	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	\$	0.50	\$	-
	L.F.	Curb and Gutter (Wedge Curb)	\$	8.00	\$	-
	L.F.	Curb and Gutter (Type A-6)	\$	10.00	\$	-
	L.F.	Curb and Gutter (Type A-8)	\$	12.00	\$	_
	L.F.	Type "C" Curb	\$	10.00	\$	-
	L.F.	Type "D" Curb	\$	15.00	\$	_
	L.F.	A.C. Dike (6") (incl. material & labor)	\$	8.00	\$	_
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$	10.00	\$	_
	S.F.	P.C.C. Cross Gutter and Spandrels	\$	10.00	\$	_
	S.F.	P.C.C. Sidewalk	\$	6.00	\$	-
	SF	P.C.C. Commercial Drive Approach Std. 207A	\$	8.00	\$	-
	EA.	Handicapped Access Ramp	\$	1,500.00	\$	_
	SF	P.C.C. Access Drive Approach Std. 207	\$	10.00	\$	_
	S.F.	Cold Plane & Overlay Exist, A.C. Paving	\$	4.00	\$	_
1	L.S.	Signing and Striping	\$	8,500.00	\$	8,500
					\$	<u></u>
					\$	-

		STREET IMPROVEMENTS (Cont'd)			
QTY,	UNIT	IT ITEM	U	NIT COST	AMOUNT	
	EA.	Street Name Sign	\$	250.00	\$	
	~	Delineators-per Caltrans Std. A73C,	_	40.00	6	
	EA.	Class 1, Type F Object Markers - Modified Type F	\$	40.00	\$	-
	EA.	Delineators, Riverside County	\$	40.00	\$	-
	L.F.	Barricades	\$	28.00	\$	-
		Utility Trench, one side (Edison, Telephone, Cable)				
	L.F.	(Total length of streets)	\$	10.00	\$	-
	L.F.	Chain Link Fence (6')	\$	12.00	\$	-
	L.F.	Remove Fence	\$	4.00	\$	
	EA.	Remove Power Pole	\$	1,200.00	\$	
	EA.	Street Lights (including conduit)	\$	5,000.00	\$	_
	EA.	Street Trees (15 gallon)	\$	150.00	\$	-
	L.S.	Landscape and Irrigation	\$	-	\$	-
	EA.	Concrete Bulkhead	\$	200.00	\$	-
	C.Y.	Structural Reinforced Concrete	\$	400.00	\$	•••
	EA.	Slope Anchors for Pipes	\$	300.00	\$	4
***************************************	L.F.	Cut Off Wall	\$	5.50	\$	
	EA.	A.C. Overside Drain	\$	500.00	\$	-
	EA.	Under Sidewalk Drain	\$	1,800.00	\$	-
	S.F.	Terrace Drains and Down Drains	\$	7.00	\$	
	S.F.	Interceptor Drains	\$	7.00	\$	-
1	E.A.	New Traffic Signal	\$	180,000.00	\$	180,000
	EA.	#5 Pull Box	\$	600.00	\$	-
	E.A.	#6 Pull Box	\$	700.00	\$	_
	E.A.	#6E Pull Box	\$	800.00	\$	-
200	L.F.	2" Conduit (SCH 80 PVC)	\$	30.00	\$	6,000
50	L.F.	4" Conduit (SCH 80 PVC)	\$	65.00	\$	3,250
	L.S.	Broadband Radio Interconnect	\$	50,000.00	\$	-
2,925	L.F.	Signal Interconnect Wire (Conduit Existing)	\$	6.00	\$	17,550
					\$	-
					\$	<u> </u>

		STREET IMPROVEMENTS (Co	ont'd.)			
QTY.	UNIT	UNIT ITEM	UNIT COST		AMOUNT	
	C.Y.	Rip Rap (1/4 Ton) Method B	\$	35.00	\$	
	C.Y.	Rip Rap (1/2 Ton) Method B	\$	40.00	\$	
	C.Y.	Rip Rap (1 Ton) Method B	\$	45.00	\$	-
	C.Y.	Rip Rap (2 Ton) Method B	\$	50.00	\$	_
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$	45.00	\$	H
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$	55.00	\$	-
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$	60.00	\$	-
,	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$	65.00	\$	_
	L.F.	18" R.C.P.	\$	60.00	\$	-
	L.F.	24" R.C.P.	\$	70.00	\$	-
	L.F.	30" R.C.P.	\$	80.00	\$	
	L.F.	36" R.C.P.	\$	90.00	\$	_
	L.F.	42" R.C.P.	\$	100.00	\$	
	L.F.	48 " RCP	\$	110.00	\$	-
	L.F.	54" RCP	\$	135.00	\$	
	L.F.	60" RCP	\$	160.00	\$	
	L.F.	72" RCP	\$	200.00	\$	_
	EA.	30" CMP Riser	\$	1,000.00	\$	-
					\$	-
	EA.	H.D.P.E. Clean Out	\$	400.00	\$	
	EA.	Drain Basin	\$	400.00	\$	
	EA.	Curb Outlet	\$	3,000.00	\$	-
	EA.	Fossil Filters	\$	500.00	\$	_
 	EA.	18" C.M.P. Wye	\$	500.00	\$	-
	EA.	Riprap Headwall	\$	1,000.00	\$	-
	EA.	Concrete Collar	\$	250.00	\$	-
	EA.	Outlet Structure	\$	10,000.00	\$	_
	C.Y.	Non Grouted Rip Rap (12" Dia) Method B	\$	35.00	\$	_
	L.F.	30" H.D.P.E.	\$	60.00	\$	
	L.F.	36" H.D.P.E.	\$	70.00	\$	-
	L.F.	42" H.D.P.E.	\$	85.00	\$	2
	L.F.	48" H.D.P.E.	\$	100.00	\$	-
					\$	

		STREET IMPROVEMENTS (Cont'd	.)			
QTY.	UNIT	ITEM	U.	NIT COST	AN	AOUNT
	L.F.	60" C.S.P.	\$	115.00	\$	
	EA.	Catch Basin W = 4'	\$	1,700.00	\$	-
	EA.	Catch Basin W = 7'	\$	3,000.00	\$	-
	EA.	Catch Basin W = 10'	\$	4,000.00	\$	-
	EA.	Catch Basin W = 14'	\$	5,500.00	\$	4
	EA.	Catch Basin W = 21'	\$	9,000.00	\$	-
	EA.	Type IX Inlet	\$	2,500.00	\$	-
	EA.	Type X Inlet	\$	2,500.00	\$	
	EA.	Junction Structure No. 1	\$	3,000.00	\$	-
	EA.	Junction Structure No. 2	\$	2,500.00	\$	-
	EA.	Junction Structure No. 6	\$	3,700.00	\$	
	EA.	Transition Structure No. 1	\$	2,000.00	\$	_
	EA.	Transition Structure No. 3	\$	2,700.00	\$	-
	EA.	Manhole No. 1	\$	2,700.00	\$	-
	EA.	Manhole No. 2	\$	3,300.00	\$	-
	EA.	Manhole No. 3	\$	2,700.00	\$	-
	EA.	Manhole No. 4	\$	5,000.00	\$	
	EA.	Adjust Water Valve (if no water plan)	\$	150.00	\$	-
	EA.	Adjust MH to grade (if no sewer plan)	\$	400.00	\$	-
	EA.	Concrete Headwall Structure CALTRANS	\$	6,000.00	\$	
		Remove & Dispose of Interferring 30" Storm Drain				
	L.S.	and 36" Riser	\$	500.00	\$	-
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$	10,000.00	\$	-
	L.F.	and Concrete Bulkhead	\$	25.00	\$	-
	EA.	Concrete Headwall Structure (Line A, B, C & G)	\$	3,500.00	\$	
	EA.	Remove Existing Headwall	\$	1,000.00	\$	
	L.F.	Remove 18" storm drain pipe	\$	20.00	\$	_
	EA.	Pipe Anchors S.P.P.W.C. 221-2	\$	500.00	\$	
	EA.	Drainage Block	\$	500.00	\$	-
	EA.	Concrete Inlet Structure	\$	3,500.00	\$	-
	EA.	Concrete Bulkhead	\$	700.00	\$	-

PROJECT: 4th Street / Potrero Blvd - Traffic Signal & Signing and Striping DATE: 19-Aug-20 STREET IMPROVEMENTS (Cont'd.) UNIT COST QTY. UNIT ITEM **AMOUNT** \$ 2,500.00 \$ Water Quality Structure EA. \$ 11,000.00 LS Concrete Inlet Apron \$ 27,000.00 LS Emergency Spillway \$ 8,500.00 84" Storm Drain Grate LS \$ \$ 3' Wide V-Gutter (945 LF) 4.00 SF \$ \$ \$ \$ \$ \$ Subtotal: A. Subtotal B. Contingency (15%)

C.

Streets/Drainage Total (A + B)