

# City of Beaumont

550 E. 6<sup>th</sup> Street Beaumont, CA 92223 (951) 769-8520 www.ci.beaumont.ca.us Case No. PW2023-1073 Receipt No. R01358262 Fee \$ 3,915.00 Date Paid 10/19/2023

# BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other:\_\_\_\_\_

Contact's Name Rick Rush	Phone (951) 539-5294			
Contact's Address 1250 Corona Pointe Court Suite 600	Corona, CA 92879			
	City/State/Zip			
Contact's E-mail_rick.rush@tripointehomes.com				
Developer Name TriPointe Homes	Phone (951) 539-5294			
(If corporation or partnership application must include names of principal officers or partners)				
Developer Address Same As Above				
1	City/St/Zip			
Description of Bonds (including Bond Number, Tract	Map/Application number, Lot			
number, and description of improvements covered):	1 11			
Bond #0216989-M				
Sewer Improvements (Locals) Maintenance Bond				

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rick Rush	Rick Rush	10/11/2023	
Print Name and	Sign – Contact/Applicant	Date	

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Rick Rush **Rick Rush** 

Print Name and Sign – Contact/Applicant

File # 3198 (Sundance) Tract 37426

10/11/2023 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.

Rick Rush Rick Rush

Print Name and Sign – Contact/Applicant

10/11/2023

Date



# **Punch List**

# Project Name: Sundance Blue Orchid & Bluebell

### Tract No. 37426

Maint	enance	<b>PW</b> 2023-1073	<b>Bond No.</b> 0216989-M	Sewer
Inspect	ed By: Alex Stank	0	Page: 1	Date: 10-26-2023
ltem No.		Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	Provide updated set of as-builts.		Alex Stanko 11/08/2023	Alex Stanko 11/08/2023

#### MAINTENANCE BOND

Tri Pointe Homes IE-SD, Inc.

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and formerly known as Pardee Homes (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 July 20, 2018, and identified as Sundance PA 13 Tract 37426 is hereby referred to and made a part hereof; and: Sewer Improvements

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

NOW, THEREFORE, we, the Principal and <u>Berkley Insurance Company</u> ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of <u>\*\*\*\*</u> dollars (<u>\$15,465.78</u>) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents. \*\*\*Fifteen Thousand Four Hundred Sixty-Five and 78/100\*\*\*

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

As a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

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

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

[signatures on following page]

# SIGNED AND SEALED THIS <u>13th</u> DAY OF July 2022.



(Seal)

SURETY Berkley Insurance Company

330 By:

Michelle Haase, Attorney-in-Fact

(Seal)

Tri Pointe Homes IE-SD, Inc., formerly known as Pardee Homes PRINCIPAL

By

1250 Corona Pointe Court, Suite 600

Michael C. Taylor, Division President

(Name)

(Address)

(Title)

(Address)

Corona, CA 92879

(Name)

4 Hutton Centre Drive, Suite 640

Santa Ana, CA 92707

By:

Not Applicable

(Name)

(Title)

(Address)

# ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

California All-Purpose Certificate of Acknowledgment A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.						
State of California						
	S.S.					
County of Riverside	)					
On July 18, 2022 before me, Ana E. Cha	vez Perez, Notary Public					
Name of Notary Public, Title						
personally appeared Michael C. Taylor						
P4	ame of Signer (1)					
Name of Signer (2) who proved to me on the basis of satisfactory eviden	ce to be the person(s) whose name(s)					
is/are subscribed to the within instrument and acknow the same in his/her/their authorized capacity(ies), an instrument the person(s), or the entity upon behalf of instrument.	d that by his/her/their signature(s) on the					
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.						
WITNESS my hand and official seat WITNESS my hand and official seat Signature of Notary Public Signature of Notary Public						
Although the information in this section is not required by law, it coul this acknowledgment to an unauthorized document and may prove u	d prevent fraudulent removal and reattachment of					
Description of Attached Document	Additional Information					
he preceding Certificate of Acknowledgment is attached to a	Method of Signer Identification					
locument titled/for the purpose of	Proved to me on the basis of satisfactory evidence:					
	form(s) of identification icredible witness(es)					
ontaining pages, and dated	Notarial event is detailed in notary journal on:					
	Page # Entry #					
The signer(s) capacity or authority is/are as:     Fage # Entry #       Individual(s)     Notary contact:						
Attorney-in-fact						
Corporate Officer(s) Other						
Title(s)	Additional Signer Signer(s) Thumbprints(s)					
Corporate Officer(s) Title(s) Guardian/Conservator Partner - Limited/General Trustee(s) Other:	Additional Signer Signer(s) Thumbprints(s)					
Title(s)						

© 2009-2015 Notary Learning Center - All Rights Reserved You can purchase copies of this form from our web site at www.TheNotarysStore.com

ALL- PURPOSE						
CERTIFICATEC	OF ACKNOWLEDGMENT					
A notary public or other officer completing thi identity of the individual who signed the docu is attached, and not the truthfulness, accuracy,	ment to which this certificate					
,,						
State of California	}					
County of Orange	}					
On	Janina Monroe, Notary Public					
personally appeared	Michelle Haase					
who proved to me on the basis of satisf name(s) is/are subscribed to the within ke/she/they executed the same in kis/he	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(iss), and that by ent the person(s), or the entity upon behalf of e instrument.					
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.						
Notary Public Signature (No	Hary Public Seal)					
ADDITIONAL OPTIONAL INFORMATI	ON INSTRUCTIONS FOR COMPLETING THIS FORM					
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.					
(Title or description of attached document) <ul> <li>State and County information must be the State and County where the docum signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>						
<ul> <li>Date of notarization must be the date that the signer(s) personally appeared w must also be the same date the acknowledgment is completed.</li> </ul>						
Number of Pages Document Date         • The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).           • Print the name(s) of document signer(s) who personally appear at the time of the name						
CAPACITY CLAIMED BY THE SIGNER	notarization. <ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.</li> </ul>					
Individual (s)	he/shc/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.					
Corporate Officer	<ul> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a</li> </ul>					
(Title)	sufficient area permits, otherwise complete a different acknowledgment form. • Signature of the notary public must match the signature on file with the office of					
Partner(s)     Attorney-in-Fact	the county clerk.					
Trustee(s)	Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.					
Other	<ul> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> </ul>					

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

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

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: <u>BSGInquiry@berkleysurety.com</u>

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Su	rety Group
412 Moun	t Kemble Ave.
Suite 310N	1
Morristow	n, NJ 07960
Attention:	Surety Claims Department
Or	
Email:	BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

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

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Janina Monroe; Thomas G. McCall; Michelle Haase; Timothy J. Noonan; Martha Barreras; or Rachel A. Mullen of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Irvine CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

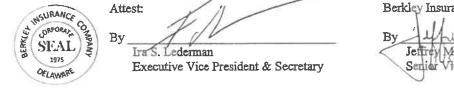
**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of \_\_\_\_\_\_, 2022\_.



) ss:

)

Berkley Insurance Company Jeffrey M. Hafter Vice President

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD

Sworn to before me, a Notary Public in the State of Connecticut, this <u>23rd</u> day of <u>May</u>, <u>2022</u>, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company. <u>MARIA C RUNDAKEN</u>

MARIA C RUNDBAKEN NOTARY PUBI IC CONNECTICUT MY COMMISSION EXPIRES APHIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

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

Jore inder my hand and seal of the Company, this	13th day of July 2022
SFAL	CALL
1919	VIII
OFLAWARE	Vincent P. Forte

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

PROJECT NAME:	Sundance - PA 13-Tract 37426 Sewer Improvements 11-Jul-18			
PP, CUP NO.:	BY	: Daniel Koravos, Michael Baker Intl		
IMPROVEMENTS	FAITHFUL PERFORMANCE LABOR & MATERIALS SECURIT	100% ГҮ 100%		
	Construction Costs)			
Streets/Drainage	\$ -			
Sewer	\$ 154,657.75			
Total	\$ 154,657.75			
Warranty Retension (22.5%)	\$ 34,797.99			
Street/Drainage Plan Check Fees =	\$ -			
Sewer Plan Check Fees =	\$ 4,034.55			
Street Inspection Fees =	\$ -			
Sewer Inspection Fees =	\$ 6,724.25			

### DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

Above amounts do

include additional 20% for recordation prior to having signed plans

Above amounts do not

x include additional 20% for recordation prior to having signed plans

7/12/18

Engineer's Signature

Daniel Koravos
Name typed or printed

FORM \$ UNIT COSTS REVISED 09/06

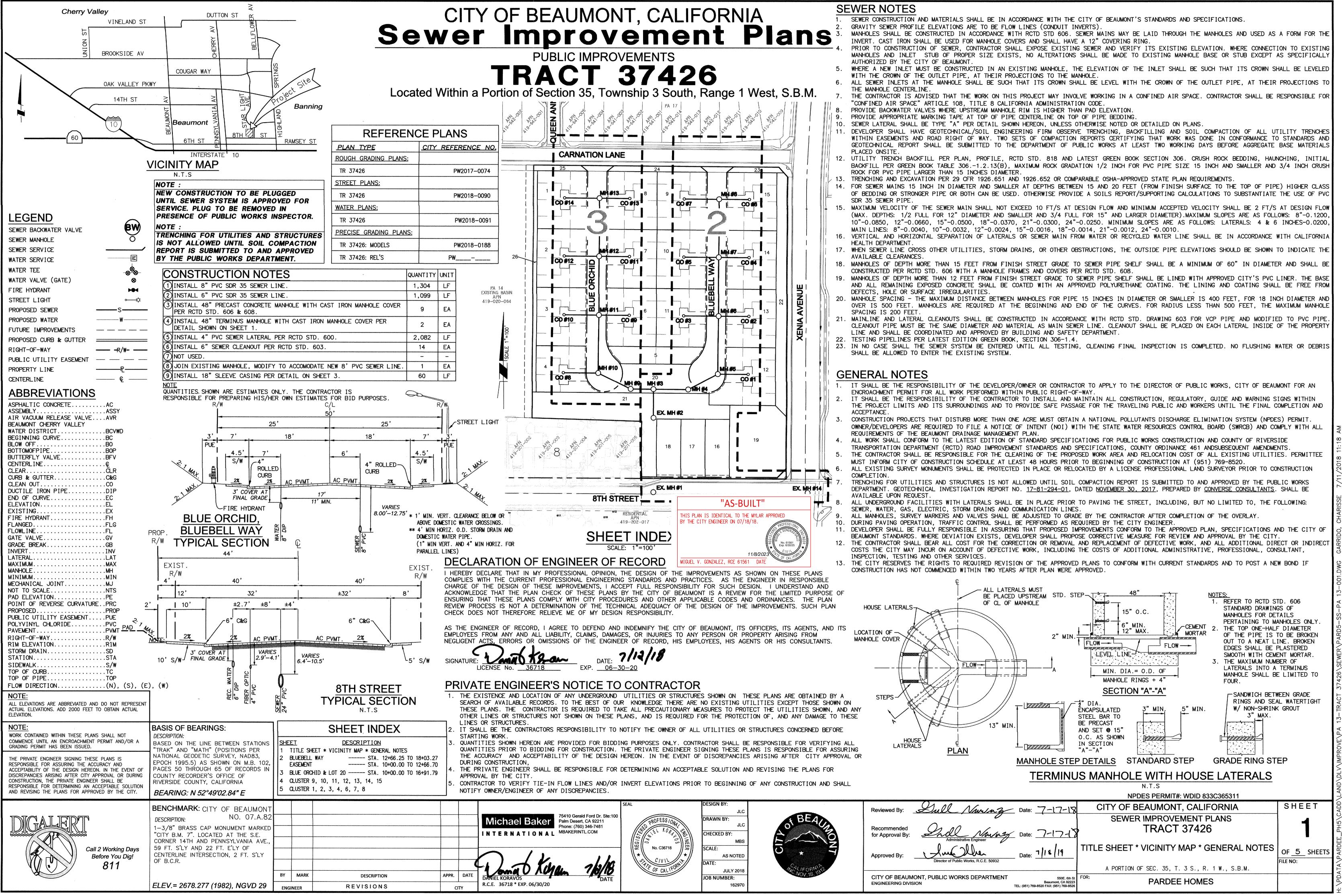
## \*\*\*\*\* PLEASE READ INSTRUCTIONS BELOW \*\*\*\*\*

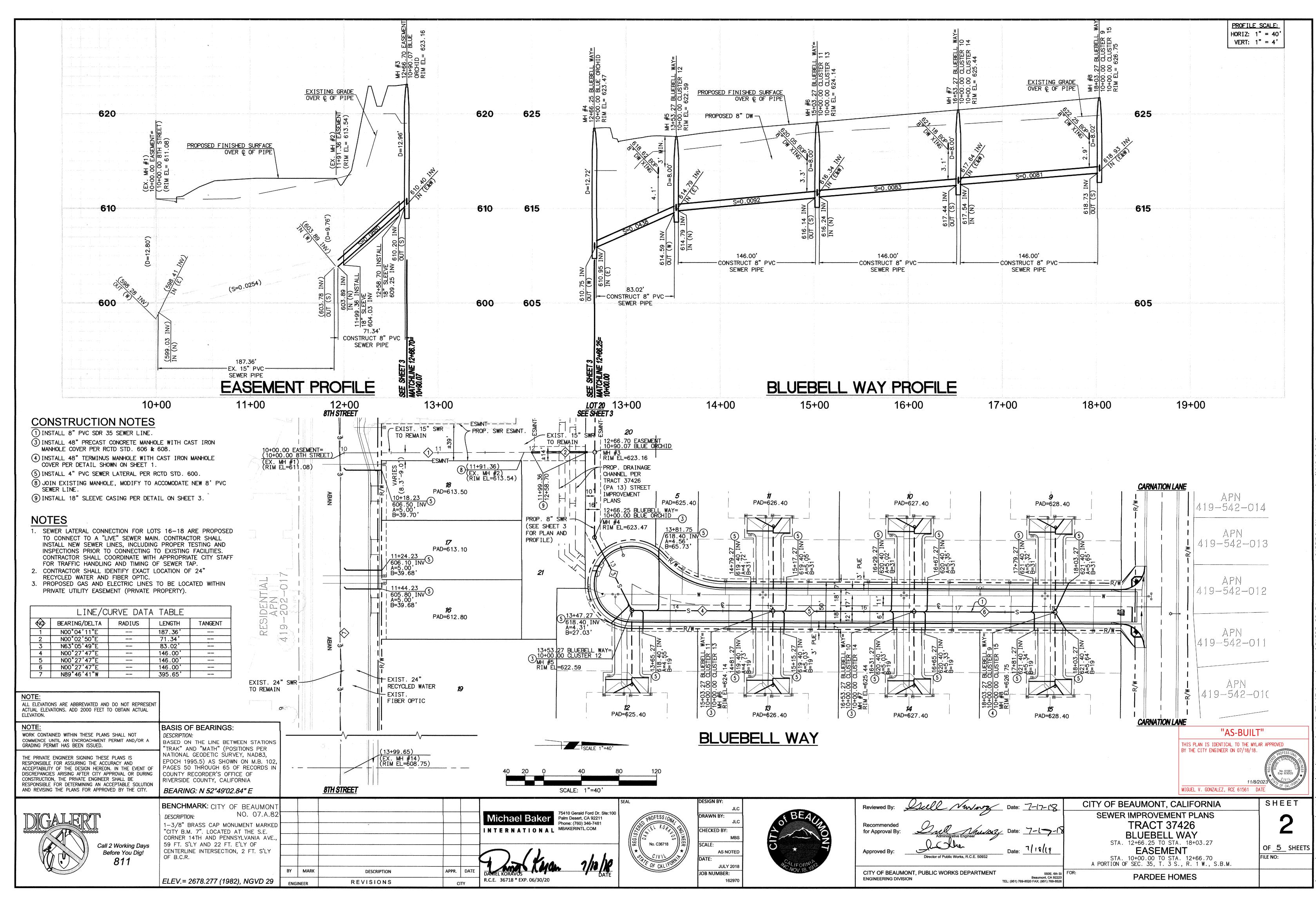
- 1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".
- 2. Show Bond Amounts to the nearest \$500.
- 3. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his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

RECIS

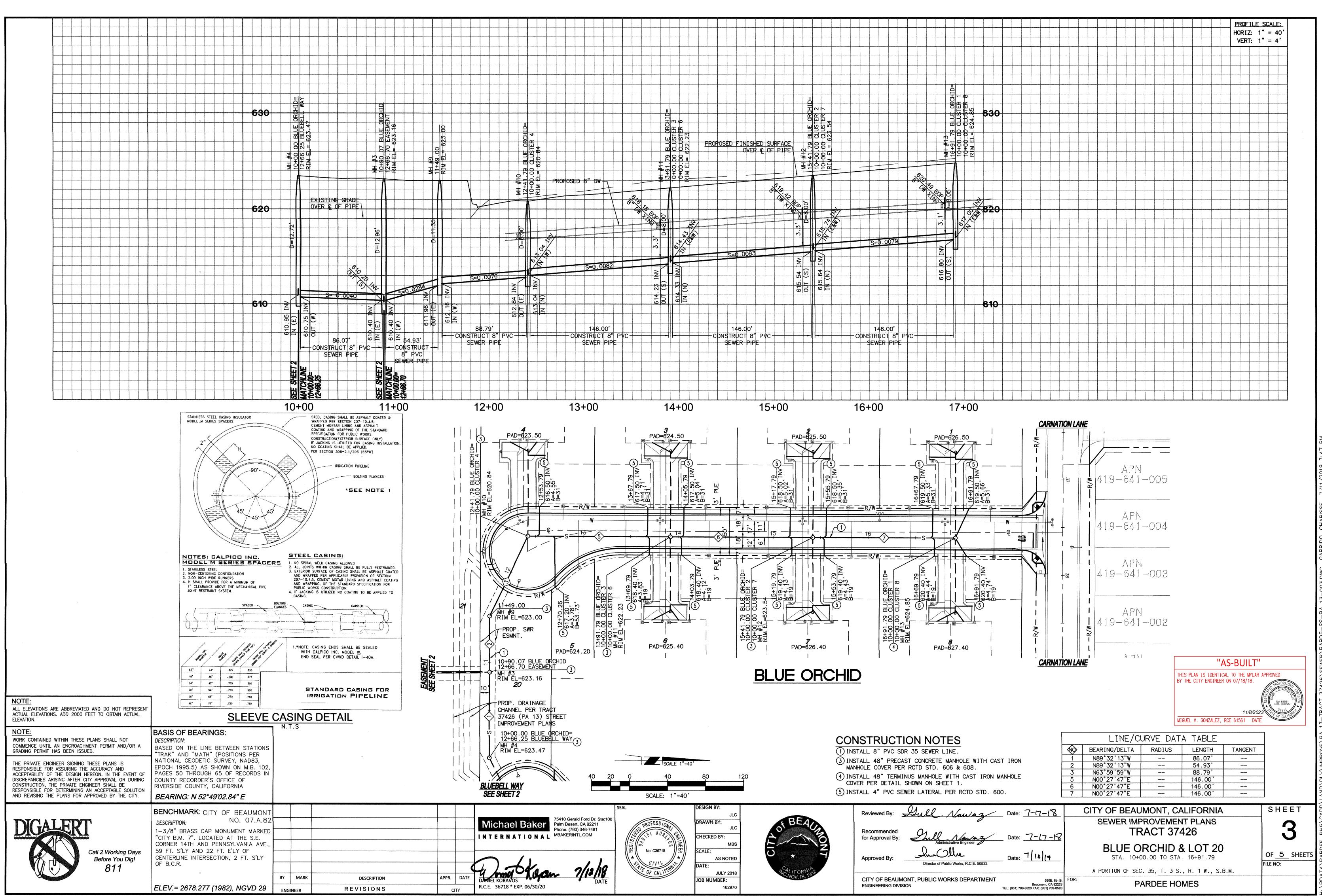
No. C3671

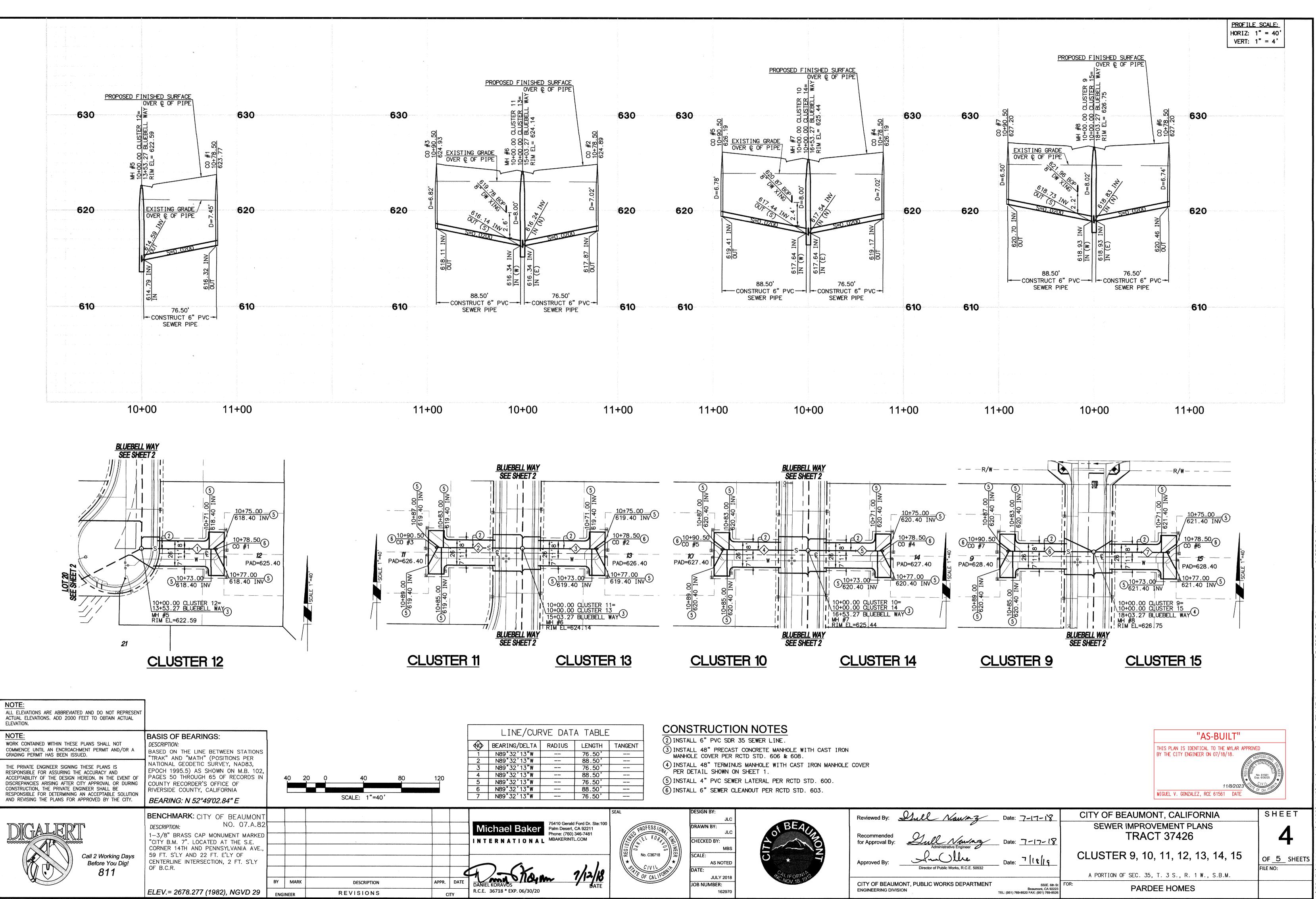
Civil Engineer's Stamp



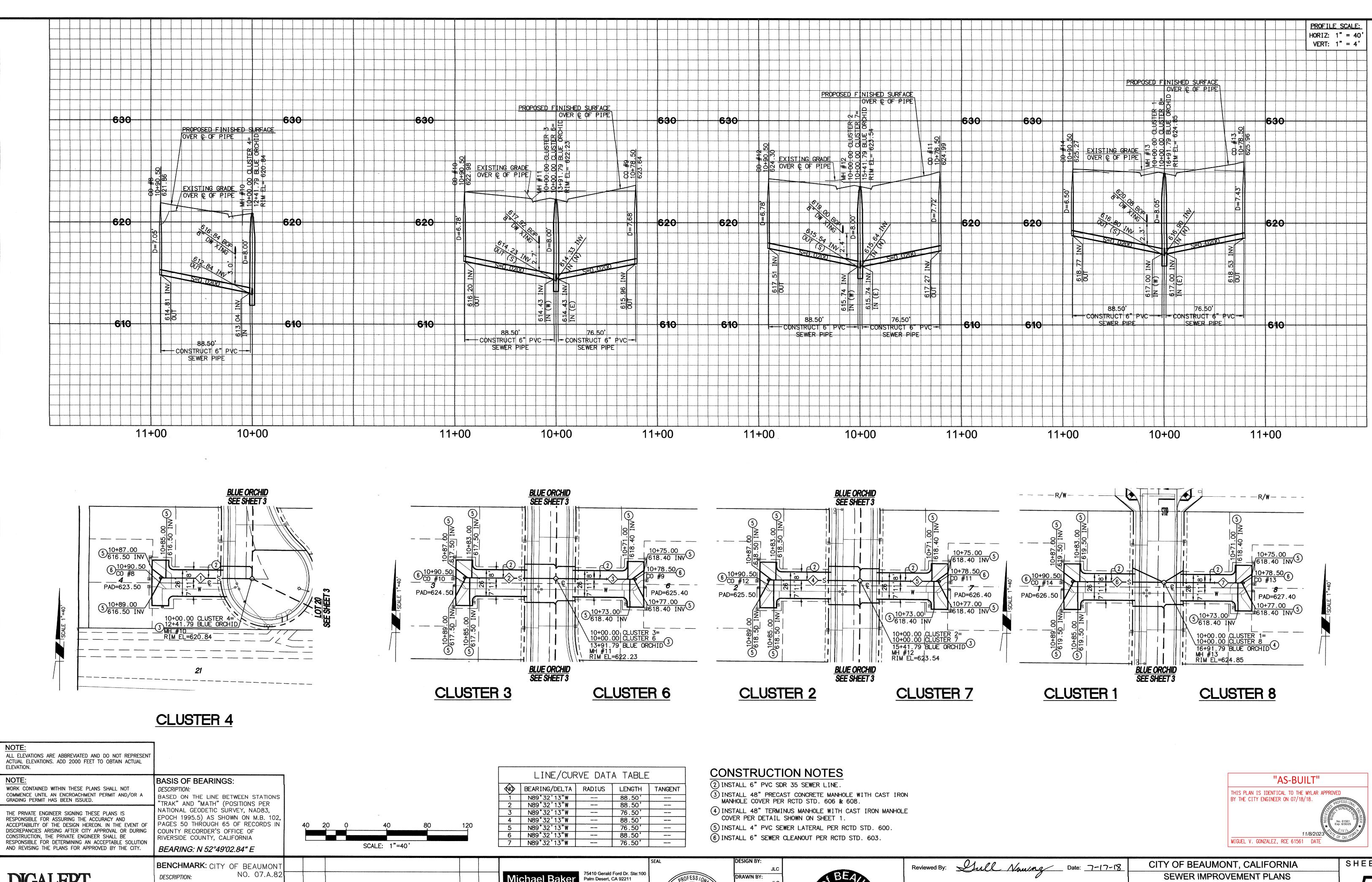


DATA\PARDEE\_PH5\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\SEWER\PARD5-SS-PA 13-002.DWG GARRIDO, CHARISSE 7/12/2018 2:26





	LINE/CURVE DATA TABLE					CONSTRUCTION NOTES		
	<b>₹</b> ₩	BEARING/DELTA	RADIUS	LENGTH	TANGENT	(2) INSTALL 6" PVC SDR 35 SEWER LINE.		
	1	N89°32'13"W		76.50'		(3) INSTALL 48" PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER RCTD STD. 606 & 608.		
	2	N89°32'13"W		88.50'		(4) INSTALL 48" TERMINUS MANHOLE WITH CAST IRON MANHOLE COVER		
	3	N89°32'13"W		76.50'				
20	4	N89°32'13"W		88.50'				
20 -	5	N89°32'13"W		76.50'		5 INSTALL 4" PVC SEWER LATERAL PER RCTD STD. 600.		
	6	N89°32'13"W		88.50'		(6) INSTALL 6" SEWER CLEANOUT PER RCTD STD. 603.		
-	7	N89°32'13"W		76.50'				
		ichael Baker	Palm Desert, Phone: (760)	346-7481	SEAL	DESIGN BY: JLC DRAWN BY: JLC JLC JLC DRAWN BY: JLC DRAWN BY: JLC		
				L.COM	* REG <i>ISTE</i>	CHECKED BY:     MBS       Mo. C36718     SCALE:       AS NOTED     As NOTED		



Call 2 Working Days Before You Dig! 811

BY MARK ELEV.= 2678.277 (1982), NGVD 29 ENGINEER

1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE.,

CENTERLINE INTERSECTION, 2 FT. S'LY

59 FT. S'LY AND 22 FT. E'LY OF

OF B.C.R.

DESCRIPTION

REVISIONS

88.50 <sup>°</sup> 76.50 <sup>°</sup> 610	610 - CONSTRUCT 6" PVC - I - CONSTRUCT SEWER PIPE SEWER F		6" PVC
88.50'         76.50'           CONSTRUCT 6" PVC         CONSTRUCT 6" PVC           SEWER PIPE         SEWER PIPE	SEWER FIFE SEWER F		
00         10+00         11+00	11+00 10+00	11+00 11+00	10+00 11+00
BLUE ORCHID SEE SHEET 3	$\begin{array}{c} \textbf{BLUE ORCHID}\\ \textbf{SEE SHEET 3}\\ \hline \\ \hline \\ \hline \\ \hline \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 $	W PAD=626.40 10+77.00 10+77.00	Image: Second state     Image: Second st
<u>BLUE ORCHID</u> SEE SHEET 3 JSTER 3 <u>CLUSTER 6</u>	SEE SHEET 3	LUSTER 7 CLUSTER 1	SEE SHEET 3 CLUSTER 8
LINE/CURVE DATA TABLE         Image: bearing/delta       RADIUS       LENGTH       TANGENT         1       N89°32'13"W        88.50'          2       N89°32'13"W        88.50'          3       N89°32'13"W        76.50'          4       N89°32'13"W        88.50'          5       N89°32'13"W        76.50'          6       N89°32'13"W        88.50'          7       N89°32'13"W        76.50'	<ul> <li>CONSTRUCTION NOTES</li> <li>1 INSTALL 6" PVC SDR 35 SEWER LINE.</li> <li>1 INSTALL 48" PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER RCTD STD. 606 &amp; 608.</li> <li>1 INSTALL 48" TERMINUS MANHOLE WITH CAST IRON MANHOLE COVER PER DETAIL SHOWN ON SHEET 1.</li> <li>1 INSTALL 4" PVC SEWER LATERAL PER RCTD STD. 600.</li> <li>1 INSTALL 6" SEWER CLEANOUT PER RCTD STD. 603.</li> </ul>		"AS-BUILT"         THIS PLAN IS IDENTICAL TO THE MYLAR APPROVED BY THE CITY ENGINEER ON 07/18/18.         Image: the city engineer on 07/18/18.
APPR. DATE CITY SEAL 75410 Gerald Ford Dr. Ste:100 Palm Desert, CA 92211 Phone: (760) 346-7481 MBAKERINTL.COM 7/13/19 DATE	DESIGN BY: JLC DRAWN BY: JLC CHECKED BY: MBS SCALE: AS NOTED DATE: JULY 2018 JOB NUMBER: 162970	Reviewed By:       Sull Nawing       Date:       7-17-18         Recommended       for Approval By:       Sull Nawing       Date:       7-17-18         Approved By:       Sull Nawing       Date:       7-17-18         Date:       Sull Nawing       Date:       7-17-18         Approved By:       Sull Nawing       Date:       7118[19         Director of Public Works, R.C.E. 50932       Date:       7118[19         CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT       S50E. 6th St         Beaumont, CA 92233       TEL: (951) 769-8520 FAX: (951) 769-8526	SEWER INFROVEMENT FLANS       5         TRACT 37426       5         CLUSTER 1, 2, 3, 4, 6, 7, 8       of 5_ sheets         A PORTION OF SEC. 35, T. 3 S., R. 1 W., S.B.M.       File NO:

