

City of Beaumont

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

Case No. PW2023-0985
Receipt No. R01302684
Fee \$ 3,484.43
Date Paid 2/28/2023

BOND EXONERATION APPLICATION

Bon	d Type: ⊠Performance □Maintenance □ Final Monur	nent Inspection Other:
1.	Contact's Name Rick Rush	Phone (951) 539-5294
2.	Contact's Address 1250 Corona Pointe Court Suite 600	Corona, CA 92879
5.	Contact's E-mail_rick.rush@tripointehomes.com	City/State/Zip
3.	Developer Name Tripointe Homes (If corporation or partnership application must include names of	Phone (951) 428-4410 principal officers or partners)
4.	Developer Address 1250 Corona Pointe Court Suite 600	Corona, CA 92879
		City/St/Zip
5.	Description of Bonds (including Bond Number, Tract number, and description of improvements covered): Street & Storm Drain Bond Bond Number 30012045 Replaced, now Bond Number	
	Tract 31470-4	
6.	CERTIFICATION OF ACCURACY AND COMP to the best of my knowledge the information in this ap and exhibits are true, complete, and correct.	
	Rick Rush Rick Re	ush 02/23/2023
	Print Name and Sign – Contact/Applicant	Date
7.	Contractor shall indemnify, defend, and hold harmless employees and volunteers from and against any and al costs (including without limitation costs and fees of lit of or in connection with contractor's performance of v comply with any of its obligations for which this Bond for such loss or damage which was caused by the activ	I liability, loss, damage, expense, igation) of every nature arising out work hereunder or its failure to I exoneration is requested, except
	Rick Rush Rick Rush	02/23/2023
	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.

Rick Rush	Rick Rush	02/23/2023
Print Name and Sign – Cont	act/Applicant	Date



Punch List

Project Name: Tri-Pointe Sundance North **Tract No.** 31470-4

Streets/Storm Drain PW 2023-0985		Bond No. 30012045 New: PB03010409856	Performance	
Inspected By: Alex Stanko		Page: 1	Date: 03-24-2023	
Item No.	D	escription	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	Provide as-builts		Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
2	Provide Street Pl	ans with proper street	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
3	R&R Sidewalk in streets per RIVC	multiple areas on all O Std. No. 401.	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
4	R&R Curb/ Gutte streets per RIVC	r in multiple areas on all O Std. No. 200.	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
5	,	Cross-Gutters/ Spandrels ons per RIVCO Std. No.	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
6		eal with Type II on all	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
7	_	eetlight at 35 Village own on Sheet SL-2.	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
8	Cut curb drains for around opening.	ush with curb & seal	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
9	Install RPMs at e	ach fire hydrant location.	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
10		astic White limit line per upplement, FIG. 3B-103	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
11	,	TOP" Pavement Marking TCD, FIG 3B-23(CA).	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024



Punch List

Project Name: Tri-Pointe Sundance North **Tract No.** 31470-4

Streets/Storm Drain PW 2023-0985		Bond No. 30012045	Performance	
Inspected By: Alex Stanko		Page: 2	Date: 03-24-2023	
Item No.	ı	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
12	is less than 18" f	d at Sky Vista Wy. & Capri from face of curb, needs to further from curb. nitted because Streets will	Alex Stanko 02-13-2024	Alex Stanko 02-13-2024
	be " <u>Private</u> ."	iitted because Streets wiii		

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a muni	cipal corporation, and Tri Pointe Homes IE-SD, Inc.
(hereinafter "Principal"), have entered into an agree	ment by which Principal agrees to install and complete
certain designated public improvements and to guar	antee and warrant the work for the period of one year
following its completion and acceptance, which said	d agreement, dated February 13, 2024, and
identified as Tract 31470-4 (PA 30) is here	by referred to and made a part hereof; and:
WHEREAS, Principal is required under the terms o	f 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.
Philade	Iphia Indemnity Insurance Company
	("Surety") admitted and duly
authorized to transact business under the laws of the	
bound unto the City of Beaumont as obligee, in the	penal sum ofdollars
(\$ 14,423.30) lawful money of the United States, for	or the payment of which sum well and truly to be
made, we bind ourselves, our heirs, successors, exec	cutors, and administrators, jointly and severally, firmly
by these presents. **Fourteen Thousand Four Hundre	ed Twenty-Three and 30/100**

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 THIS26th DAY OF	April 20 24 .
1927 (Seal)	(Seal)
Philadelphia Indemnity Insurance Company SURETY By: McKelle Haas	PRINCIPAL By:
(Name) Michelle Haase	(Name) Matt Sauls
(Title) Attorney-in-Fact	(Title) SVP of Business Operations
(Address) 800 E. Colorado Blvd., 6th Floor	(Address) 1250 Corona Pointe Court, Suite 600
Pasadena, CA 91101	Corona, CA 92879

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 Californ County of	nia Riverside)			
On04/29/20	24	before me,	Edelmira (insert	Gonzales / I	Notary Public le of the officer)	
personally appe	eared Matt Sau	ıls				
who proved to r subscribed to th his/her/their aut	me on the basis of ne within instrume horized capacity(i e entity upon beha	f satisfactory e nt and acknow ies), and that b	rledged to n by his/her/th	ne that he/sheir signature	e/they executed (s) on the instrur	the same in ment the
I certify under P paragraph is tru	PENALTY OF PER le and correct.	RJURY under t	the laws of t	the State of C	California that the	foregoing
WITNESS my h	and and official se	eal.		HS01	EDELMIRA GONZ NOTARY PUBLIC - CA COMMISSION # 2 RIVERSIDE COL My Comm. Exp. Octob	ALIFORNIA 466323 JNTY
Signature Ed	elmires Gi	Monde	(Seal)	>		******

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Orange	_, }
On before me,	Janina Monroe, Notary Public
personally appeared	Michelle Haase .
who proved to me on the basis of satis name(s) is/are subscribed to the within ke/she/they executed the same in kis/h	factory evidence to be the person(e) whose instrument and acknowledged to me that her/their authorized capacity(ies), and that by nent the person(s), or the entity upon behalf of he instrument.
I certify under PENALTY OF PERJUR'the foregoing paragraph is true and co	Y under the laws of the State of California that prect.
WITNESS my hand and official seal.	JANINA MONROE Notary Public - California Orange County Commission # 2406696 My Comm. Expires Jun 25, 2026
Notary Public Signature (N	Notary Public Seal)
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	Date of notarization must be the date that the signer(s) personally appeared which
Number of Pages Document Date	must also be the same date the acknowledgment is completed. 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 notarization.
CAPACITY CLAIMED BY THE SIGNER Individual (s)	Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/shc/they, is /ere) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, MARTHA BARRERAS AND RACHEL A. MULLEN OF LOCKTON COMPANIES, LLC, its true and lawful Attorney-infact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Oommonwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394

Member, Pennsylvania Association of Notaries

Notary Public:

Vanessa mcKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

APR 26 2024

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this ______ day of ______



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

RECORDING REQUESTED BY: CITY CLERK	
WHEN RECORDED RETURN TO: City Clerk	
City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
Deadinont, OA 92223	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT SUBDIVISION IMPROVEMENT AGREEMENT TRACT or PARCEL NO. 31470~~

DATE OF AGREEMENT: February 13, 2024				
to as "Subdivider").		Corporation (hereinafter referred		
residen , and	tial lots, Tentative Tract/Parcel 31470, originally approved on: March 14	originally approved on ("Tract/Parcel" or		
FINAL TRACT/PARCEL MAP 31470-4 APPROVED ON March 14, 2019 RECORDED ON March 14, 2019 AS INSTRUMENT NUMBER 2019-0086362 ("Final Tract Map/Final Parcel Map").				
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").				
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$\frac{144,233.00}{(\text{see Exhibit "B"})} EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$\frac{1}{(\text{see Exhibit "B"})} EST. TOTAL COST OF MONUMENTATION: \$\frac{1}{(\text{see Exhibit "B"})}		MONUMENTATION: \$		
BOND NUMBERS: PB03010409856				
LETTER OF CREDIT NUMBERS:				
FINANCIAL INSTITUTION:				

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Tri Pointe Homes IE-SD, Inc., a California Corporation (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

- A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").
- B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.
- D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.
- E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.
- F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract/Parcel intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

- (a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.
- (b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.
- (c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.
- (d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.
- (e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all rights-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.
- (f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

- (a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:
 - (i) one Hundred Four Thousand Two Hundred Thirty Three and 00/100 DOLLARS (\$XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and
 - (ii) One Hundred Four Thousand Two Hundred Thirty Three and 00/100 DOLLARS (\$XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and
 - and 00/100 DOLLARS (\$ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.
 - ___and 00/100 Dollars (\$X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.
- (b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or

referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

- (c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.
- (d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

- (a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.
- (b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.
- 4. <u>Modification of Drainage Plan.</u> Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the Page 5 of 19

drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

- (a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.
- (b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:
 - (i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.
 - For Improvements not requiring dedication to or acceptance by the a public (ii) agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.
- (c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

- (a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.
 - (i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two hundred percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.
 - (ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.
 - (iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.
- (b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.
- (c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

- (d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:
 - (i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and
 - (ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and
 - (iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.
- (e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities.

Subdivider shall replace or repair or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. <u>Permits.</u> Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the

Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

- (b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.
- (c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.
- (d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.
- (e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the

Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

- (f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.
- (g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.
- (h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

- (a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.
- (b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.
- (c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole

discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

- **12.** <u>Subdivider Not Agent of City.</u> Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
- 13. <u>Injury to Improvement Work; Risk of Loss.</u> Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.
- 14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.
- 15. <u>Subdivider's Obligation to Warn Public During Construction.</u> Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.
- 16. <u>Vesting of Ownership.</u> Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. <u>Indemnity/Hold Harmless.</u>

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with

Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

- (b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.
- Subdivider's obligation to indemnify, hold harmless and defend City shall extend to (c) injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. Sale or Disposition of Subdivision; Assignment.

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed

assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

- Any proposed Successor must demonstrate to the City its ability to perform and (b) complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.
- **19. Time of the Essence.** Time is of the essence in this Agreement.

20. <u>Time for Completion of Improvements; Extensions</u>.

- (a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.
- (b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.
- (c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and

which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

- (d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.
- 21. <u>Notice.</u> All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont

550 E. 6th Street Beaumont, CA 92223

Attn: City Manager

With a Copy to: John Pinkney, Esq.

SBEMP

1800 East Tahquitz Canyon Way

Palm Springs, CA 92262

Notice to Subdivider:

- **22.** <u>Severability.</u> The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.
- 23. <u>Captions.</u> The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

- (a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:
 - (i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.
 - (ii) <u>Commercial Vehicle/Automotive Liability</u> policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.
 - (iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.
 - (1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.
 - (2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.
- (b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an Page 15 of 19

admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

- (c) <u>Deductibles</u>. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.
- (d) <u>Certificates and Endorsements Verification</u>. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

- (i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:
 - (1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.
 - (2) <u>Primary Insurance</u>. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

- (3) <u>Waiver of Subrogation</u>. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.
- (ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.
- (f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.
- (g) <u>Commencement of Work.</u> Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.
- (h) <u>Higher Limits</u>. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 25. <u>Attorneys' Fees</u>. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.
- **26.** <u>Incorporation of Recitals</u>. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.
- **27.** Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.
- 28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts

 Page 17 of 19

of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

- (a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.
- (b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.
- (c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.
- **30.** Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider: Tri Pointe Homes IE-SD, Inc	City: CITY OF BEAUMONT
California Corporation Signature:	a Municipal Corporation
	Signature: City Manager
	ATTEST:
	City Clerk
	APPROVED AS TO FORM:
	John Pinkney, City Attorney
	APPROVED AS TO CONTENT:
	Robert Vestal, Director Of Engineering/ Public Works

ACKNOWLEDGMENT

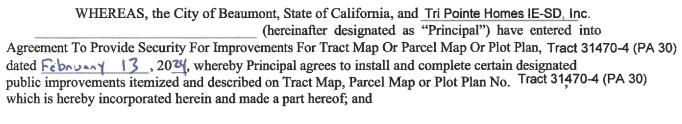
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Riverside)					
On 02/13/2024 before me, Edel	mira Gonzales / Notary Public nsert name and title of the officer)				
personally appearedMatt Sauls					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY under the law paragraph is true and correct.	s of the State of California that the foregoing				
WITNESS my hand and official seal.	EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2466323 RIVERSIDE COUNTY My Comm. Exp. October 12, 2027				
Signature Edelmine Romallo (S	Seal)				

Bond No. PB03010409856 Premium: \$541 / Annually

PW #: File #:

PERFORMANCE BOND



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 Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of *** dollars (\$ 144,233.00 _____) 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.

One Hundred Forty-Four Thousand Two Hundred Thirty-Three and no/100 Dollars

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 the 12th of February, 20 24.

1927 (Seal)	(Seal)
Philadelphia Indemnity Insurance Company	Tri Pointe Homes IE-SD, Inc.
By: Michelle Haase	By: PRINCIPAL
Name: Michelle Haase	Name: Matt Sauls
Title:Attorney-in-Fact	Title: SVP Business Operations
Address: 800 E. Colorado Blvd., 6th Floor	By:
Pasadena, CA 91101	Name:
	Title:
	Address: 1250 Corona Pointe Court, Suite 600
	Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State	of California		}	
Coun	ty ofOran	ge	}	
On _	FEB 1 2 2024	_before me, _	Janina Monroe, Notary Public	
perso	nally appeared		Michelle Haase	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/axx subscribed to the within instrument and acknowledged to me that kx/she/kxxx executed the same in kis/her/kxxir authorized capacity(ixxx), and that by kvis/her/kxxix signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
	ify under PENALTY (pregoing paragraph is		under the laws of the State of California that rect.	
WITA	JESS my hand and o	official seal.	JANINA MONROE Notary Public - California Orange County Commission # 2406696 My Comm. Expires JL- 25, 2026	
Notary	Public/Signature	(No	stary Public Seal)	
ADDI	TIONAL OPTIONAL	INFORMATI	ON INSTRUCTIONS FOR COMPLETING THIS FORM	
	TIONAL OPTIONAL PTION OF THE ATTACHED I		ON INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.	
DESCRI			This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents 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. • State and County information must be the State and County where the document	
DESCRI (Title or de	PTION OF THE ATTACHED I	DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents 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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which	
(Title or de	PTION OF THE ATTACHED I	DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgens 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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 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	
(Title or de	PTION OF THE ATTACHED I	nued)	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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 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 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.	
(Title or de Number	PTION OF THE ATTACHED I escription of attached document) escription of attached document continuous programment Date PACITY CLAIMED BY THE Individual (s)	nued)	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents 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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 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 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /ere) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.	
(Title or de Number	PTION OF THE ATTACHED I escription of attached document) escription of attached document continuous programment Date PACITY CLAIMED BY THE	nued)	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents 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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 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 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /ere) or circling the correct forms. Failure to correctly indicate this	
(Title or de Number	PTION OF THE ATTACHED IT escription of attached document) escription of attached document continuous programment Date PACITY CLAIMED BY THE Individual (s) Corporate Officer (Title)	nued)	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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 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 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-scal if a sufficient area permits, otherwise complete a different acknowledgment form.	
(Title or de Number o	PTION OF THE ATTACHED IT escription of attached document) escription of attached document control of Pages Document Date PACITY CLAIMED BY THE Individual (s) Corporate Officer (Title) Partner(s)	nued)	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents 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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 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 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they., is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk.	
(Title or de Number of CAF	PTION OF THE ATTACHED I	nued)	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents 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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 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 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-scal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of	
(Title or de Number o	PTION OF THE ATTACHED IT escription of attached document) escription of attached document control of Pages Document Date PACITY CLAIMED BY THE Individual (s) Corporate Officer (Title) Partner(s)	nued)	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents 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. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. 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 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they. is fare) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-scal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this	

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, MARTHA BARRERAS AND RACHEL A. MULLEN OF LOCKTON COMPANIES, LLC, its true and lawful Attorney-infact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly swom said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394

Member, Pennsylvania Association of Notaries

Notary Public:

Vanessa mcKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

_day of ______ **FEB 1 2 2U24**



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

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

State of California County of	
On 02/13/2024 before me, Edelmira Gonzales / Nota (insert name and title of	ry Public the officer)
personally appearedMatt Sauls	
who proved to me on the basis of satisfactory evidence to be the person(s) a subscribed to the within instrument and acknowledged to me that he/she/their his/her/their authorized capacity(ies), and that by his/her/their signature(s) of person(s), or the entity upon behalf of which the person(s) acted, executed to	ey executed the same in n the instrument the
I certify under PENALTY OF PERJURY under the laws of the State of California paragraph is true and correct.	rnia that the foregoing
WITNESS my hand and official seal.	DELMIRA GONZALES RY PUBLIC - CALIFORNIA MMISSION # 2466323 RIVERSIDE COUNTY nm. Exp. October 12, 2027
Signature Edelmine Gongally (Seal)	***************************************

PAYMENT BOND

	WHEREAS, the City	Council of the City of Beaumont, State of California, and
Tri P	ointe Homes IE-SD, Inc.	(hereafter designated as "the Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, Tract 31470-4 (PA 30		
dated February 13, 2024, whereby Principal agrees to install and complete certain designated		
public improvements which is hereby incorporated herein and made a part hereof; and		

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in 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 *** dollars (\$ ***), 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.

One Hundred Forty-Four Thousand Two Hundred Thirty-Three and no/100 Dollars (\$144,233.00)

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 the $\underline{12th}$ of $\underline{February}$, $20\underline{24}$.

927 (Seal)	(Seal)
Philadelphia Indemnity Insurance Company	
By: Michelle Haase	By: PRINCIPAL
Name: Michelle Haase	Name: Matt Sans
Title: Attorney-in-Fact	Title: SVP Business Operations
Address: 800 E. Colorado Blvd., 6th Floor	Ву:
Pasadena, CA 91101	Name:
	Title:
	Address: 1250 Corona Pointe Court, Suite 600
	Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Orange	}
OnFEB 1 2 2024 before me,	Janina Monroe, Notary Public
personally appearedwho proved to me on the basis of satisf name(s) is/axx subscribed to the within ke/she/they executed the same in kis/h	Michelle Haase actory evidence to be the person(s) whose instrument and acknowledged to me that er/thetr authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
the foregoing paragraph is true and cor	' under the laws of the State of California that rect. JANINA MONROE Notary Public - California
WITNESS my hand and official seal.	Orange County Commission # 2406696 My Comm. Expires Jun 25, 2026
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMATI	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. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Out of precipiting must be the data that the signer(s) present the product of the signer (s) present th
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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
CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer ☐ (Title) ☐ Partner(s) ☑ Attorney-in-Fact	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this
☐ Trustee(s) ☐ Other	acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a comparate officer indicate the title (i.e. CEO, CEO, Secretory)

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

2015 Version www Notary Classes core 800-873-9865

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, MARTHA BARRERAS AND RACHEL A. MULLEN OF LOCKTON COMPANIES, LLC, its true and lawful Attorney-infact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, he it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

Ioh Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394

Member, Pennsylvan a Association of Notaries

Notary Public:

Vanessa mcKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this ______ day of ____



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

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

State of California County of Riverside)	
On02/13/2024	before me,	Edelmira Gonzales / Notary Public (insert name and title of the officer)
personally appeared Matt Sauls		(insert name and title of the officer)
who proved to me on the basis of subscribed to the within instrument his/her/their authorized capacity(ies	atisfactory evand acknowles), and that b	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same ir y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJU paragraph is true and correct.	URY under th	he laws of the State of California that the foregoing
WITNESS my hand and official sea	ıl.	EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2466323 RIVERSIDE COUNTY

My Comm. Exp. October 12, 2027

Signature Edelmire Pronzelly (Seal)

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET

PROJECT NAME:	Tract 31470-4, (PA 30) Street & Storm Drain Improvements					
DATE:		30-May-17				
PP, CUP NO.:			BY:	Marl	k Swanson	
IMPROVEMENTS	FAITI	HFUL PERFORM	ANCE	100%	, f = 4.6.6 , 6.6.6	
	LABC	OR & MATERIALS	S SECURITY	100%		
	Con	struction Costs)				
Streets/Drainage	\$	1,088,252.25	\$144,233.00			
Sewer	\$	#				
Total	\$	1,988,252.25	\$144,233.00			
Warranty Retension (22.5%)	\$	447,356.76	\$32,453.00			
Street/Drainage Plan Check Fees =	\$	34,578.30				
Sewer Plan Check Fees =	\$	-				
Street Inspection Fees	\$	51,867.45				
Sewer Inspection Fees =	\$	-				

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 include additional 20% for recordation prior to having signed plans Solution CIVI Mark Swanson Name typed or printed Civil Engineer's Civil Engineer's	450 V CHEER *
Name types of printes	o turip

FORM \$ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

- 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.

PROJECT: Tract 31470-4, (PA 30) Street & Sto rmDrain Improvements DATE: 5/30/2017

	т	STREET IMPROVEMENTS			_	
QTY.	UNIT	ITEM	U	NIT COST	AM	10UNT
		Roadway Excavation				
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(x 235,306) 2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =	\$	15.00	\$	
	C.Y. (c or f)	(a.) Excavate and Fill	\$	0.40	\$	-
		(b.) Excavate and Export	\$	1.10	\$	-
		(c.) Import and Fill	\$	2.80	\$	444
		If balance, provide (a.) only, either cut or fill				***************************************
		If export, provide (a.) & (b.), a = fill, b = cut - fill				
		If import, provide (a.) & (c.), a = cut, c= fill - cut				
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual				
		costs to assure that work will be corrected to				
		eliminate hazardous conditions.)				
	S.F.	Grinding A.C. in place	\$	1.00	\$	-
	S.F.	Remove A.C. Pavement	\$	1.00	\$	-
	L.F.	Remove Curb and Gutter	\$	6.00	\$	
	L.F.	Remove A.C. Dike	\$	3.00	\$	-
	S.F.	Remove Sidewalk	\$	3.00	\$	-
96	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$	2.00	\$	19
	S.F.	Cold Plane A.C. Pavement	\$	1.00	\$	
	E.A.	Relocate Mailbox	\$	250.00	\$	
	L.F.	Proto II Block Wall	\$	40.00	\$	_
					\$	_
					\$	
					\$	_
					\$	_
					\$	_

PROJECT: Tract 31470-4, (PA 30) Street & Storm Drain Improvements DATE: 5/30/2017

		STREET IMPROVEMENTS (Cont'd.)			
QTY.	UNIT	ITEM	U	NIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$	2.50	\$ <u>-</u>
	EA.	Remove Barricade	\$	200.00	\$ -
4,913	TON	Asphalt Concrete - 144 lbs/cu. Ft. (235,306 SF @ 0.29 Ft.)	s	90.00	\$ 442,170
4,358	C.Y.	Aggregate Base Class II (235,306 SF @ 0.50 Ft.)	\$	50.00	\$ 217,900
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF) apply at 0.05 + 0.03 = 0.08 gal/SY	\$	600.00	\$
	S.F	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.)	\$	1.00	\$ -
	L.F.	Curb and Gutter (Wedge Curb)	\$	8.00	\$
16,127	L.F.	Curb and Gutter (Type A-6)	\$	10.00	\$ 161,270
	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	\$ -
4,800	S.F.	P.C.C. Cross Gutter and Spandrels	\$	10.00	\$ 48,000
83,860	S.F.	P.C.C. Sidewalk	\$	6.00	\$ 503,160
	S.F.	P.C.C. Drive Approach	\$	8.00	\$ _
22	EA.	Handicapped Access Ramp	\$	1,500.00	\$ 33,000
23,436	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$	8.00	\$ 187,488
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$	4.00	\$ -
					\$ -
					\$ -
					\$,

PROJECT: _____Tract 31470-4, (PA 30) Street & Storm Drain Improvements _____ DATE: ____5/30/2017

		STREET IMPROVEMENTS (Cont'd	.)			
QTY.	UNIT	ITEM	U	NIT COST	A	MOUNT
13	EA.	Street Name Sign	\$	275.00	\$	3,575
	<u></u>	Delineators-per Caltrans Std. A73C,	Τ.			
	EA.	Class 1, Type F Object Markers - Modified Type F	\$	45.00	\$	
	EA.	Delineators, Riverside County	\$	60.00	\$	-
	L.F.	Barricades	\$	28.00	\$	•
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$	10.00	\$	_
	L.F.	Chain Link Fence (6')	\$	12.00	\$	_
	L.F.	Remove Fence	\$	4.00	\$	_
	EA.	Relocate Power Pole	\$	10,000.00	\$	_
	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	\$	-
	L.F.	Cut Off Wall (Std. 2')	\$	5.50	\$	-
	EA.	A.C. Overside Drain	\$	500.00	\$	-
	EA.	Under Sidewalk Drain Std. 309	\$	2,000.00	\$	÷
	EA.	Flat Outlet Drainage Structure Std. 303	\$	500.00	\$	-
	EA.	Curb Outlet Drainage Structure Std. 308	\$	500.00	\$	-
	S.F.	Terrace Drains and Down Drains	\$	6.50	\$	•
	S.F.	Interceptor Drains	\$	6.50	\$	-
10	EA.	"STOP" Pavement Marking	\$	200.00	\$	2,000
160	L.F.	Limit Line	\$	2.00	\$	320
10	EA.	R1 "STOP SIGN"	\$	250.00	\$	2,500
	EA.	W53 "NOT A THROUGH STREET"	\$	250.00	\$	-
96	L.F.	Remove Existing Barricade	\$	20.00	\$	1,920
					\$	
					\$	
					\$	
					\$	us.
					\$	

PROJECT: _____Tract 31470-4, (PA 30) Street & Storm Drain Improvements _____ DATE: _____5/30/2017

		STREET IMPROVEMENTS (C	Cont'd.)		_	
QTY.	UNIT	ITEM	1	UNIT COST		AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$	40.00	\$	-
	C,Y.	Rip Rap (1/2 Ton) Method B	\$	45.00	\$	
	C.Y.	Rip Rap (1 Ton) Method B	\$	50.00	\$	<u>-</u>
	C.Y.	Rip Rap (2 Ton) Method B	\$	55.00	\$	
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$	60.00	\$	_
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$	67.00	\$	
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$	75.00	\$	
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$	80.00	\$	
40	L.F.	18" R.C.P.	\$	60.00	\$	2,40
601	L.F.	24" R.C.P.	\$	70.00	\$	42,0
305	L.F.	30" R.C.P.	\$	80.00	\$	24,40
	L.F.	36" Ř.Č.P.	\$	90.00	\$	_
	L.F.	42" R.C.P.	\$	100.00	\$	_
	L.F.	48 " RCP	\$	110.00	\$	_
	L.F.	54" RCP	s	135.00	\$	-
	L.F.	60" RCP	\$	160.00	\$	_
	L.F.	72" RCP	\$	200.00	\$	
	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	\$	
1	EA.	Concrete Collar	\$	250.00	\$	25
	EA.	Outlet Structure	\$	10,000.00	\$	144
					\$	_
					\$	_
					\$	-

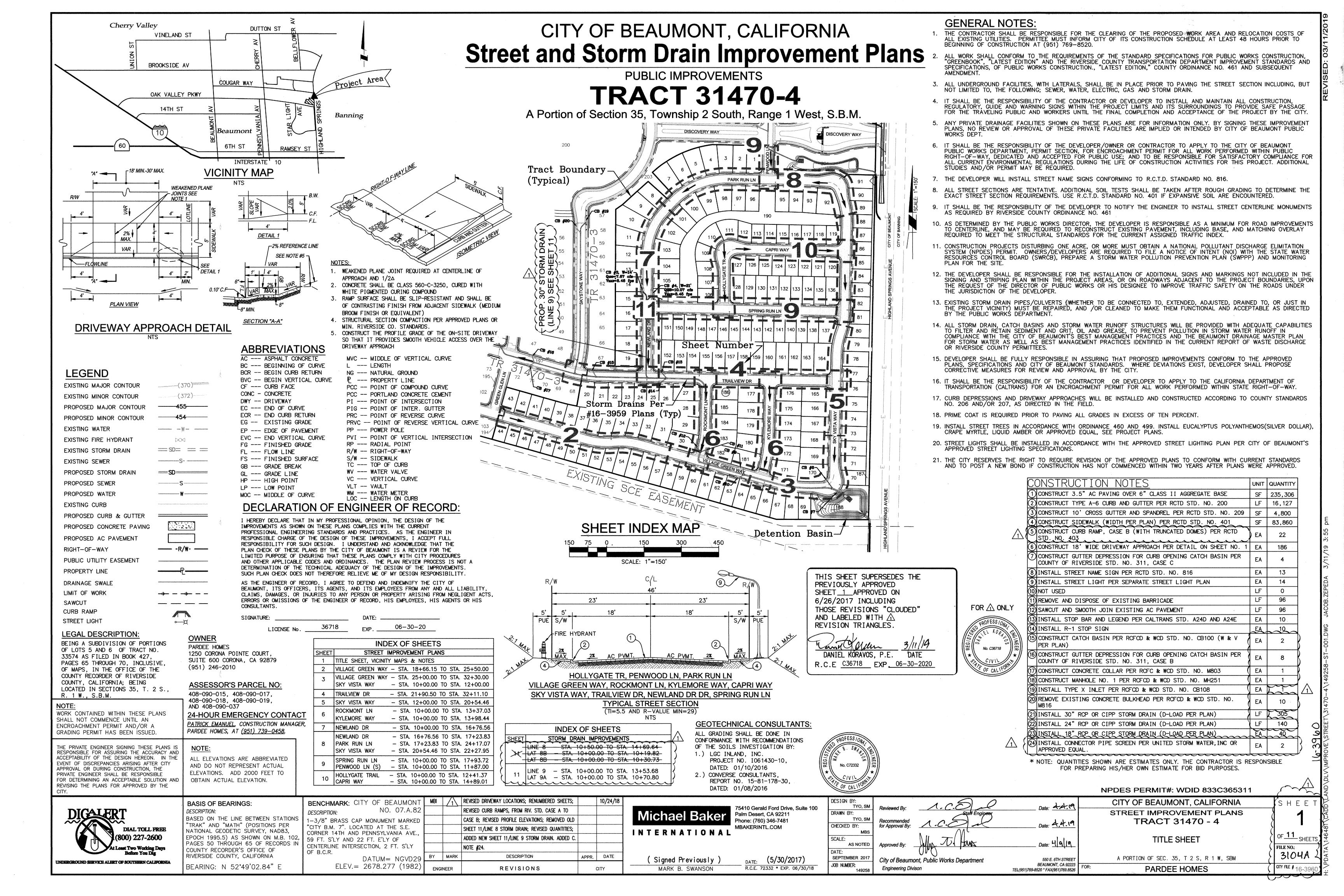
PROJECT: _____Tract 31470-4, (PA 30) Street & Storm Drain Improvements _____ DATE: ____5/30/2017

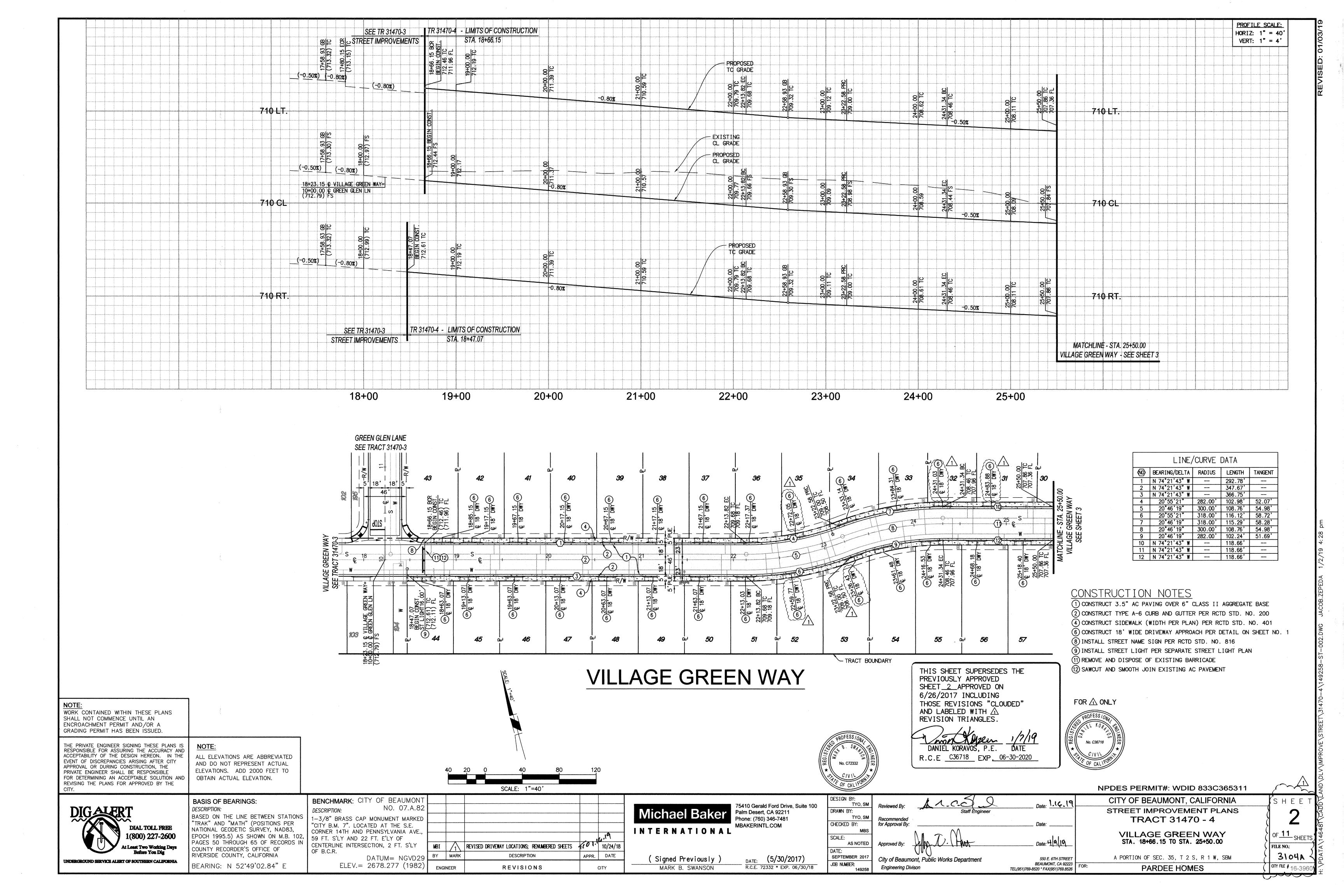
		STREET IMPROVEMENTS (Cont'o		Γ.	
QTY.	UNIT	ITEM	 NIT COST		MOUNT
	L.F.	60" C.S.P.	\$ 115.00	\$	-
	EA.	Catch Basin W = 4'	\$ 1,700.00	\$	
	EA.	Catch Basin W = 7'	\$ 3,000.00	\$	-
	EA.	Catch Basin W = 10'	\$ 4,000.00	\$	
3	EA.	Catch Basin W = 14'	\$ 5,500.00	\$	16,50
1	EA.	Catch Basin W = 21'	\$ 9,000.00	\$	9,00
	EÁ.	Type IX Inlet	\$ 2,500.00	\$	
1	EA.	Type X Inlet	\$ 2,500.00	\$	2,50
	EA.	Junction Structure No. 1	\$ 3,000.00	\$	
	EA.	Junction Structure No. 2 & 4	\$ 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	\$	_
3	EA.	Manhole No. 1	\$ 2,700.00	\$	8,10
	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.	Headwall	\$ 5,000.00	\$	_
	L.S.	Remove & Dispose of Interferring 30" Storm Drain			
		and 36" Riser	\$ 500.00	\$	-
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$	_
11	EA.	Remove Concrete Bulkhead	\$ 200.00	\$	2,200
	EA.	Outlet Structure (Line A & B)	\$	\$	-
	EA.	Remove Existing Headwall	\$ 1,000.00	\$	_
10	EA.	Local Depression per RCTD Std 311 Case B	\$ 1,200.00	\$	12,000
4	EA.	Local Depression per RCTD Std 311 Case C	\$ 1,500.00	\$	6,00
			-,- 0000	\$.,,,,,
				\$	
				\$	

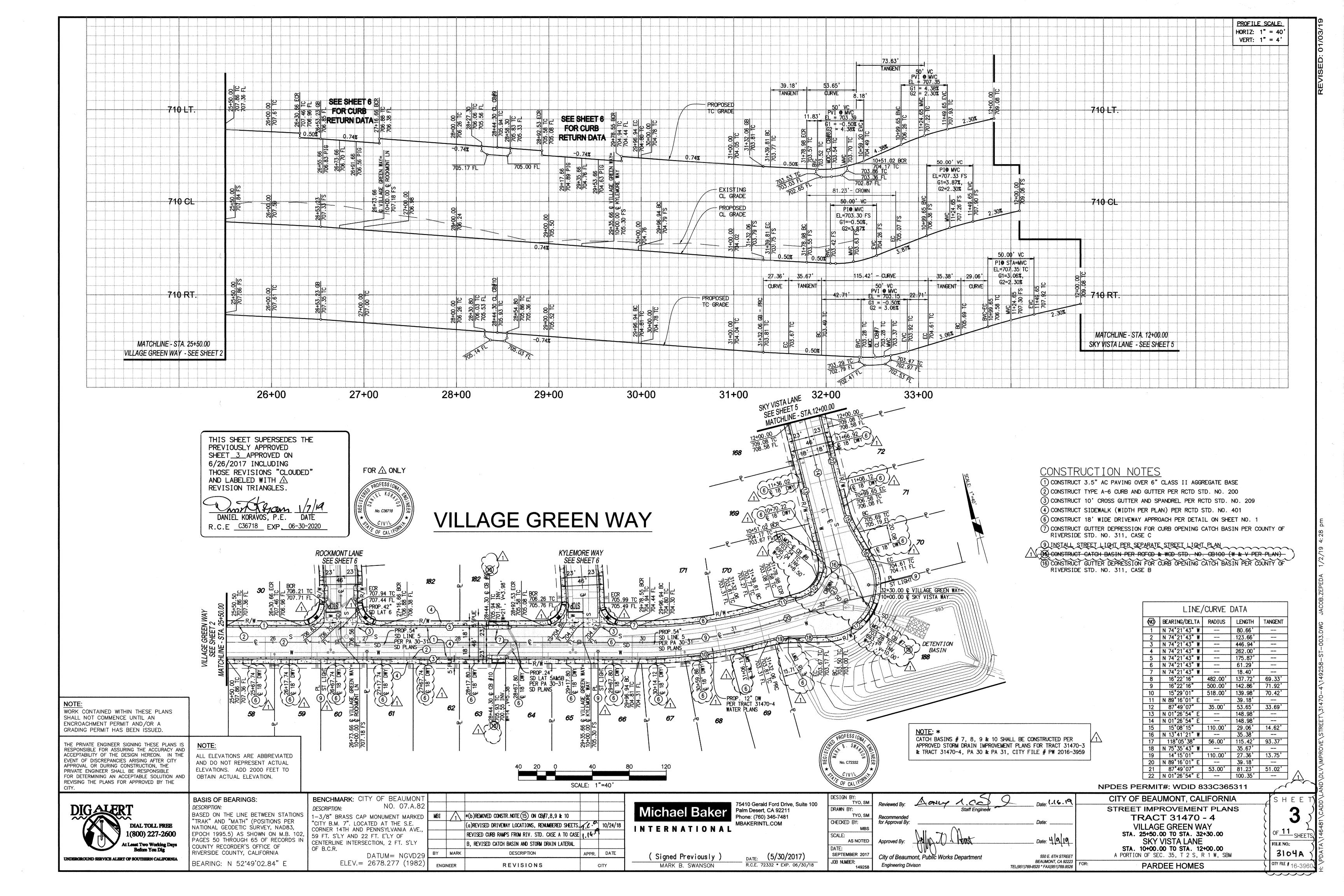
PROJECT: Tract 31470-4, (PA 30) Street & Storm Drain Improvements	DATE:	5/30/2017
---	-------	-----------

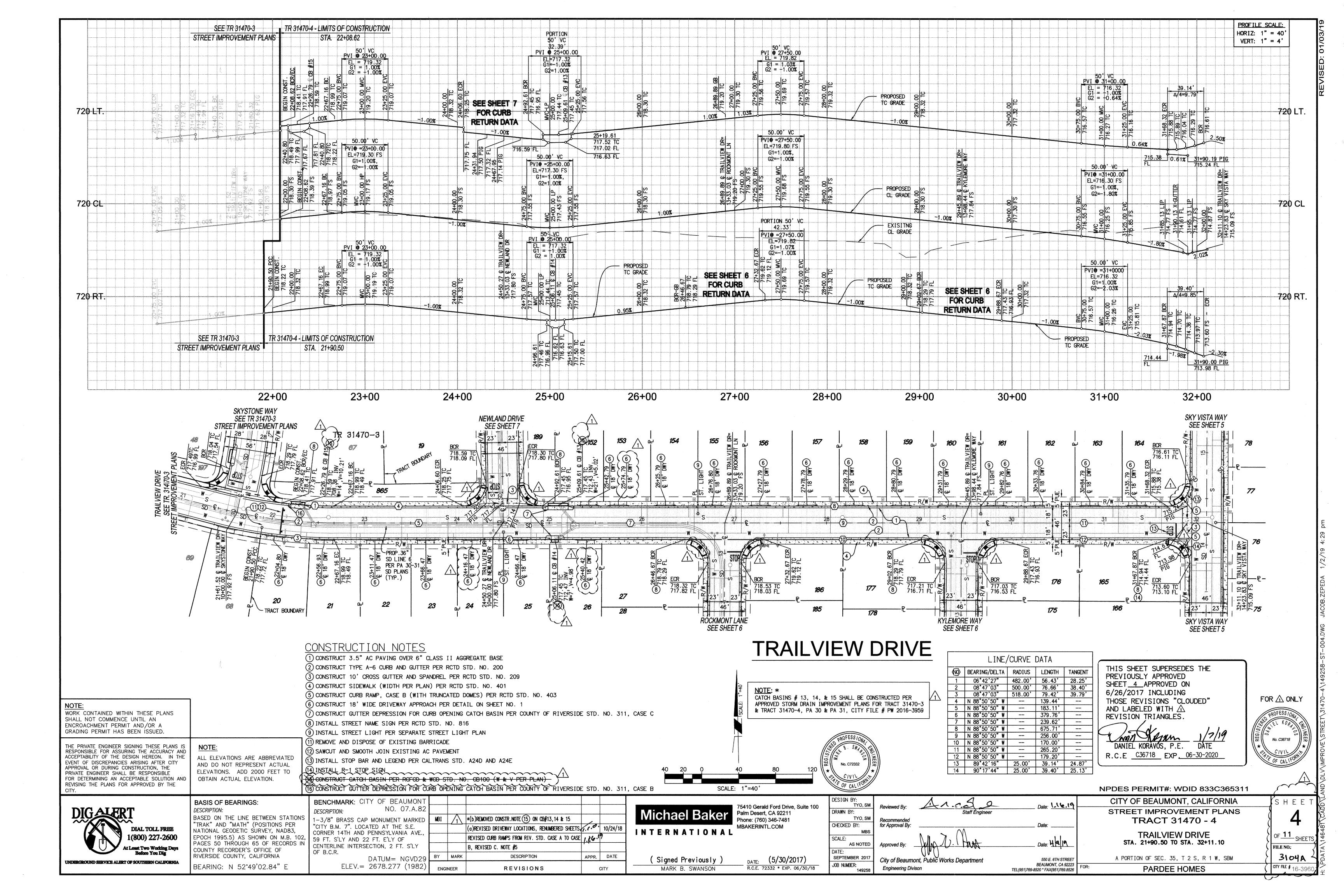
Ir-					
		STREET IMPROVEMENTS (Cont'd.)			
QTY.	UNIT	ITEM	τ	NIT COST	AMOUNT
	EA.	Water Quality Structure	\$	2,500.00	\$ -
	LS	Concrete Inlet Apron	\$	11,000.00	\$ **
	LS	Emergency Spillway	\$	27,000.00	\$ -
	LS	84" Storm Drain Grate	\$	8,500.00	\$ -
	SF	3' Wide V-Gutter	\$	4.00	\$ -
	LS	Signal & Lighting	\$	100,000.00	\$ -
					\$
					\$ _
					\$ -
					\$ 70-
			Subt	otal:	\$ 46
A.	Subtotal			\$125,420	\$ 1,728,915
B.	Continger	cy (15%)		\$18,813	\$ 259,337

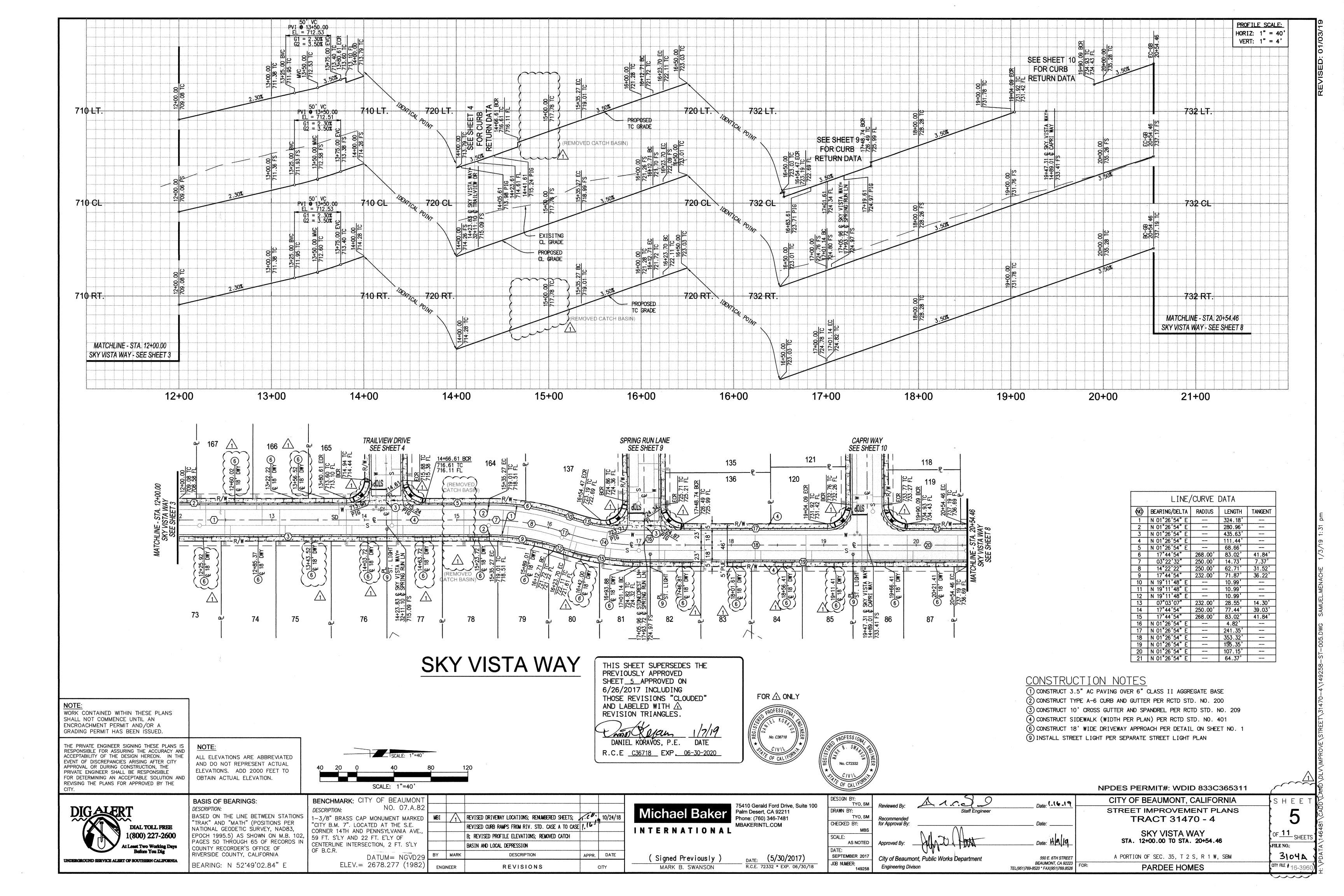
C.	Streets/Drainage Total (A + B)	\$144,233	\$ 1,988,252
		all and to change the edge of the object of the edge of the edge of the edge of	

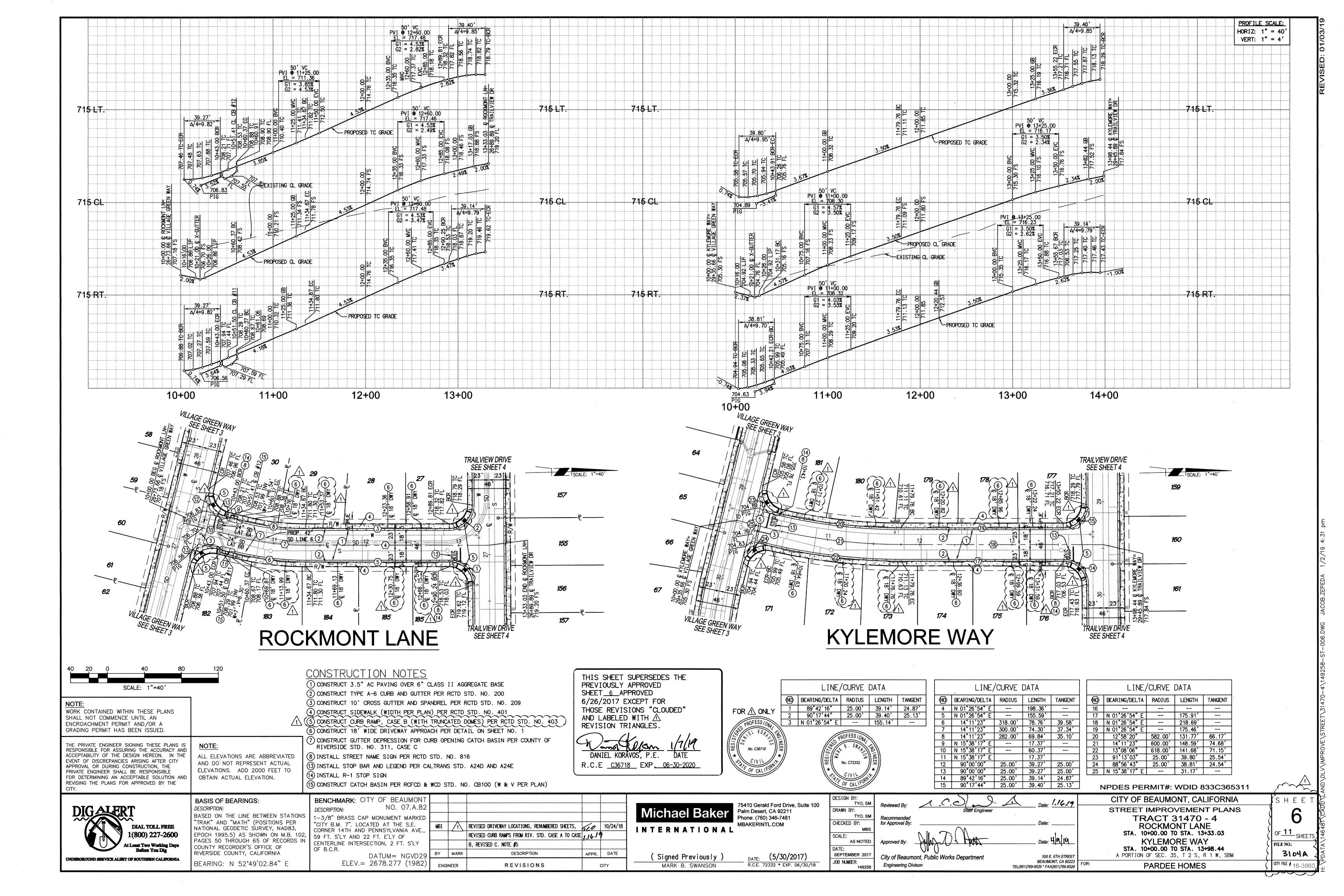


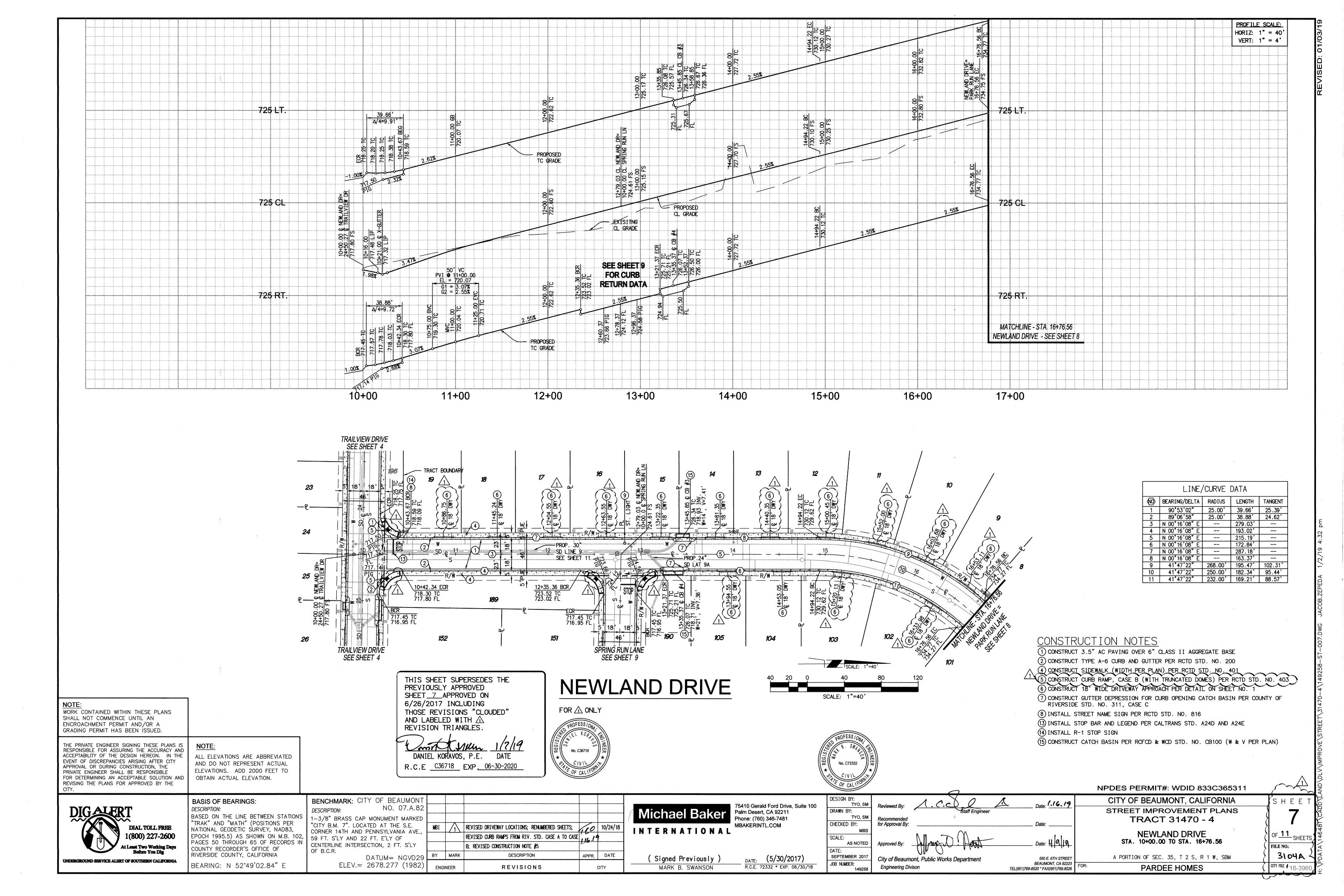


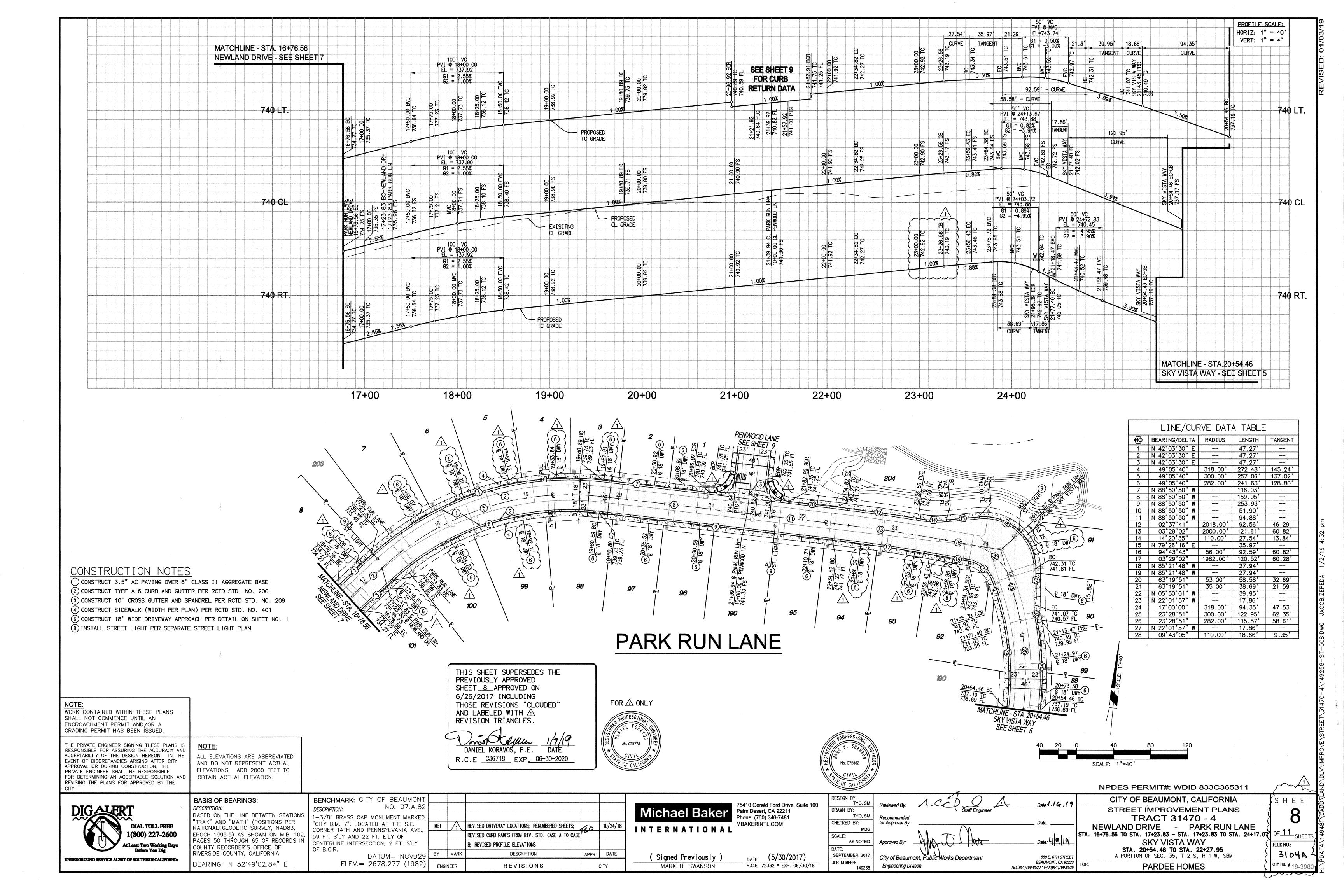


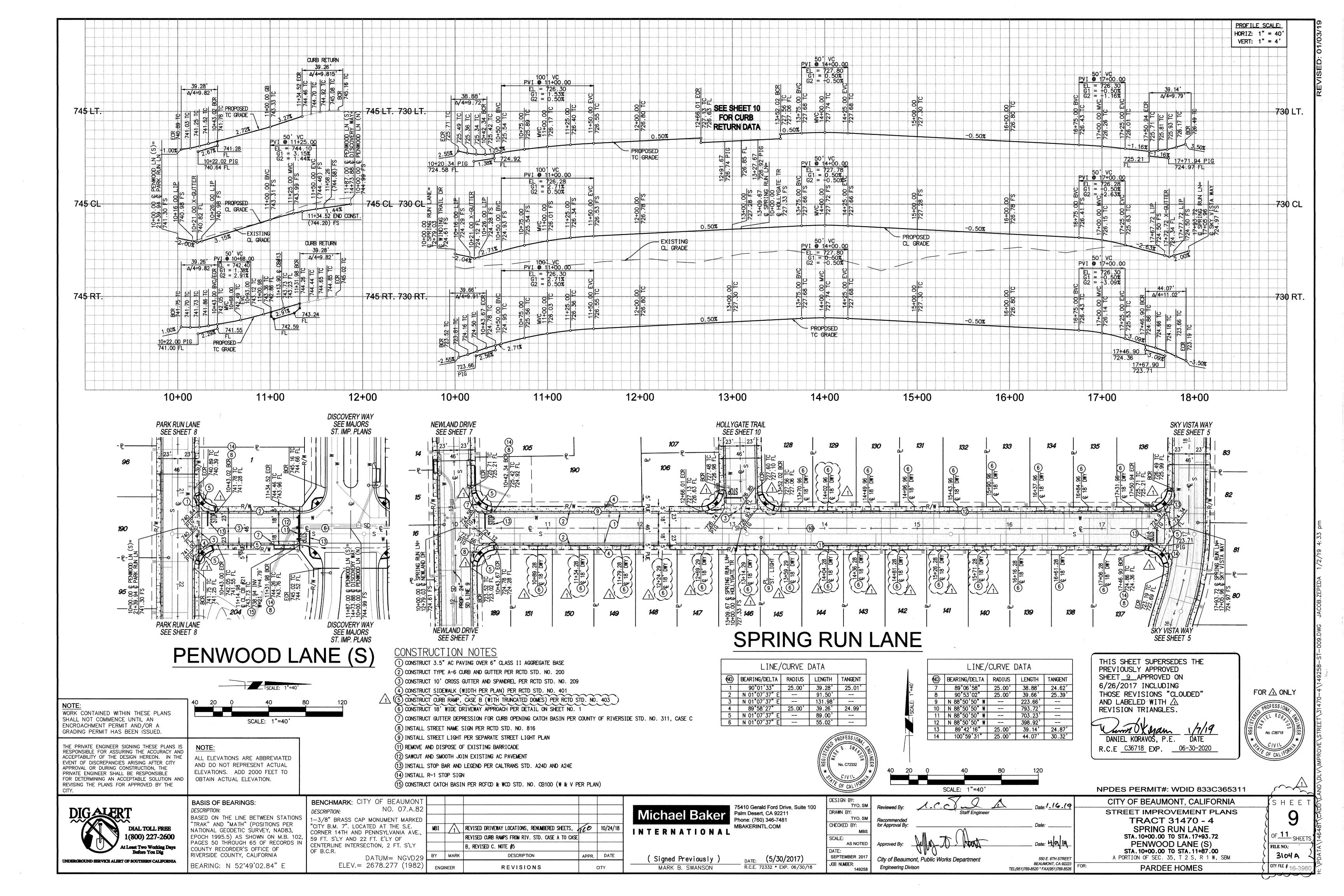


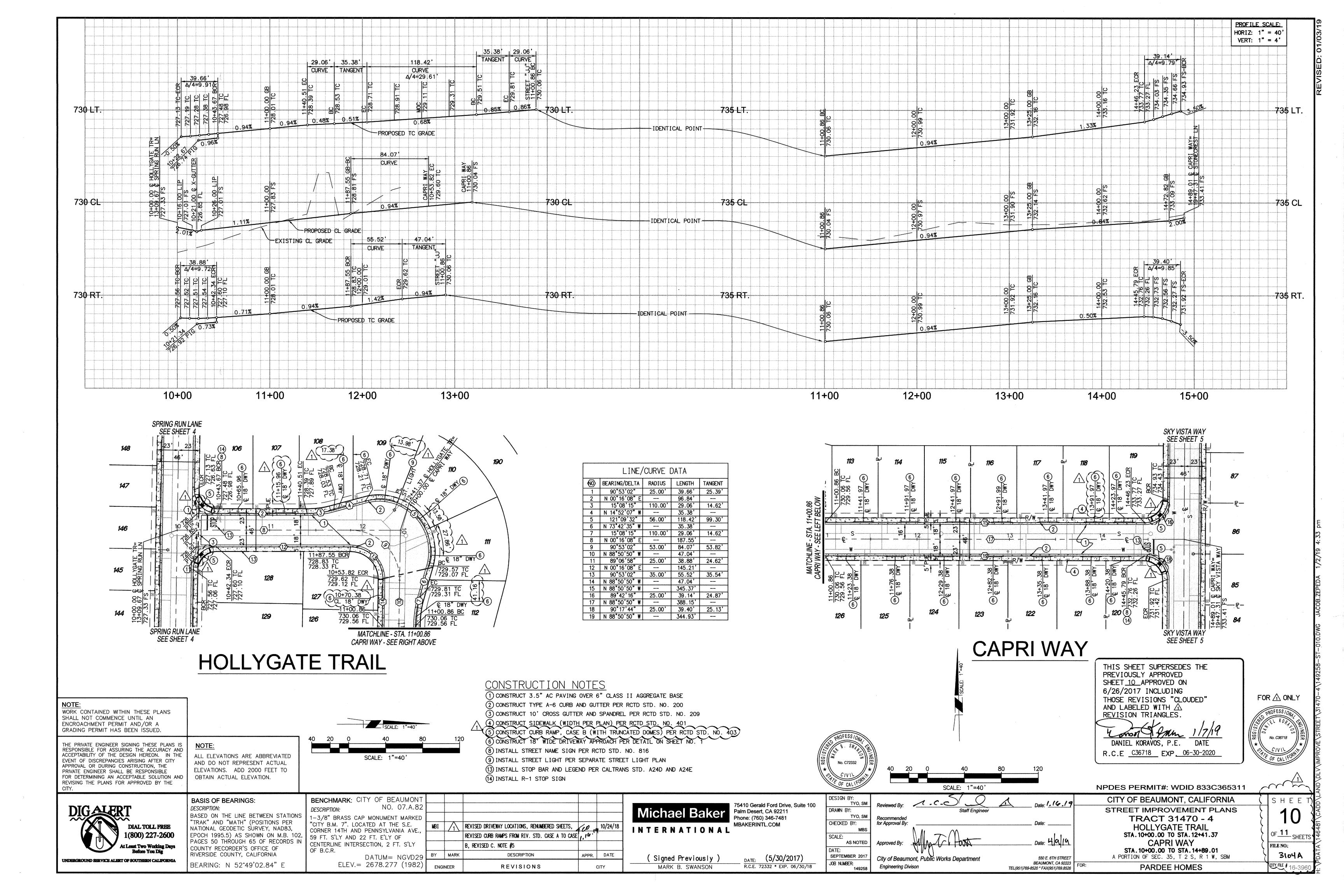


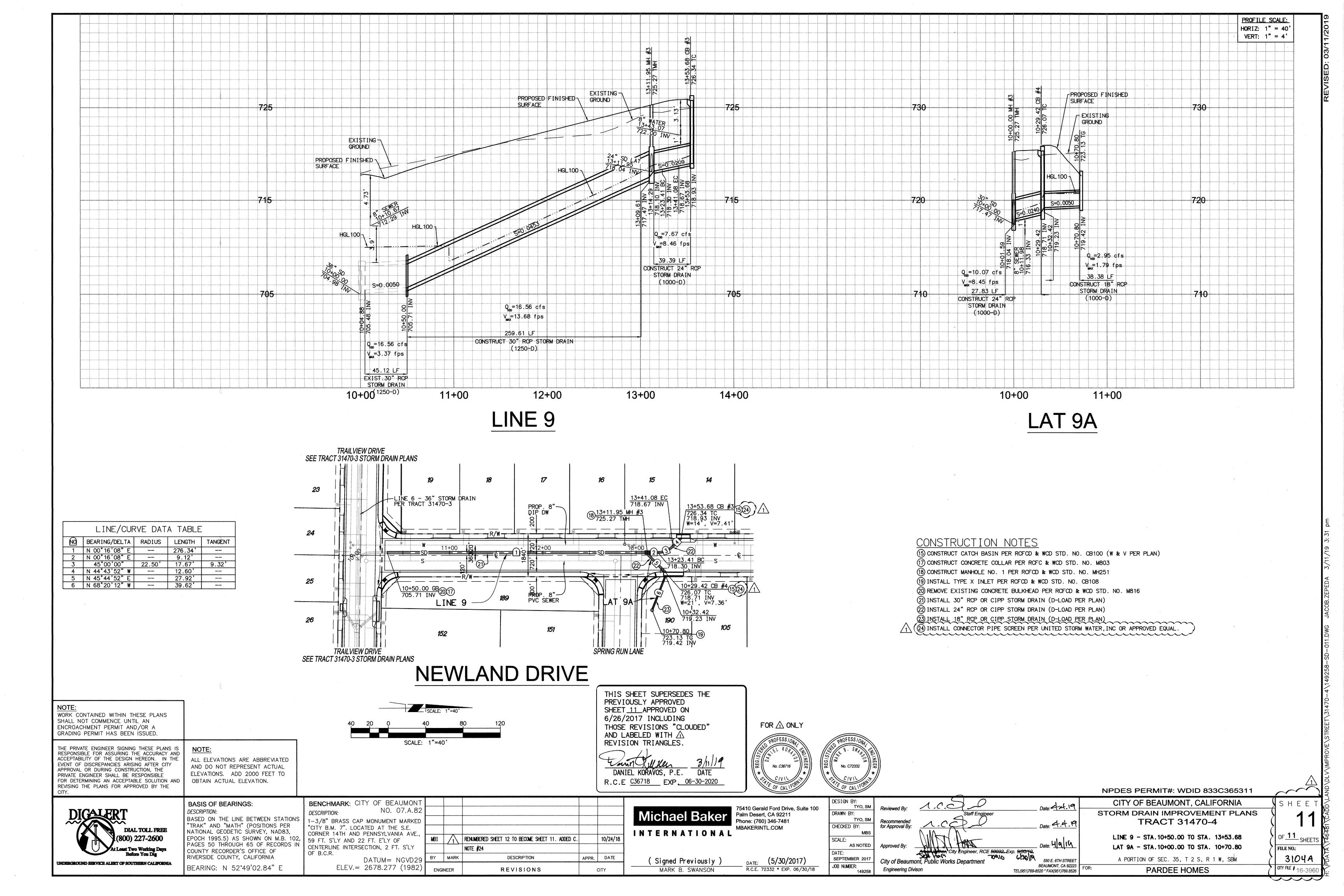


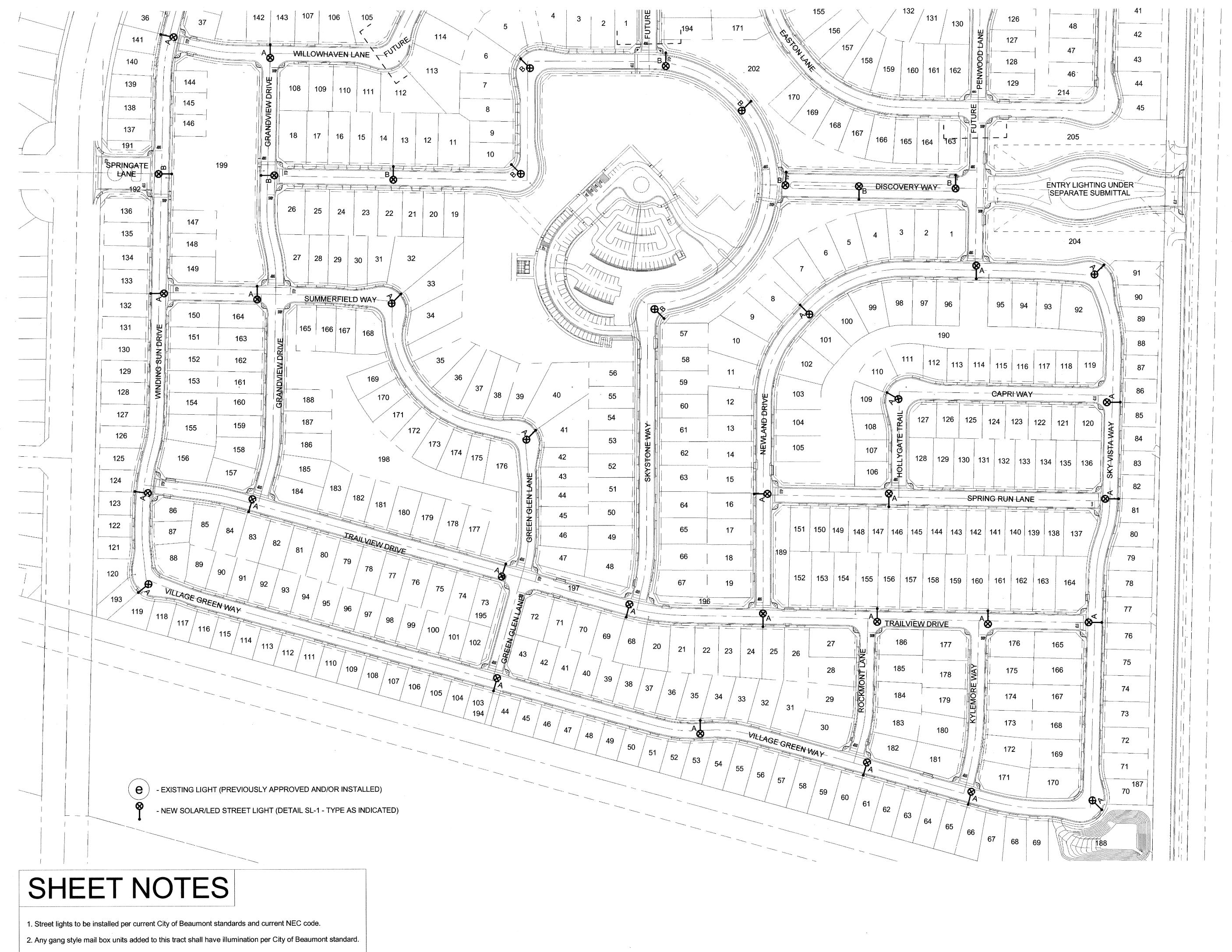




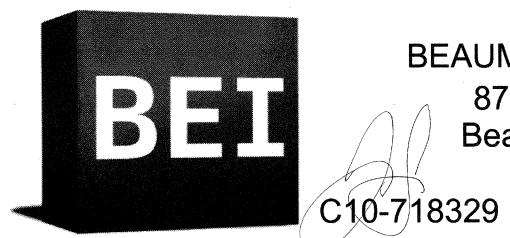








- 3. Street lights to be inspected per City of Beaumont requirements, coordinate work with inspector far enough in advance to avoid delays.
- 4. Arrow indicates direction that streel light arm is oriented.
- 5. All work relating to the assembly or attachment of the light fixture, batteries, solar panel, and all electrical connections/wiring shall be performed by a certified journeyman electrician.



BEAUMONT ELECTRIC INC 877 W. 4th St Ste A Beaumont, CA 92223 951.845.8972 SBE - WBE - DBE

ESIGNED BY:	j.love	Plan Approved By: 1 - C. Staff Engineer	Date <u>3</u> . 20.18
RAWN BY:	j.love		Date 3.20.18
HECKED BY:	j.love	Engineer	
CALE:	1/8" = 1'-0"	Approved By:	Date 3.28.18
ATE:		City of Beaumont Public Works Department Engineering Division	

CITY OF BEAUMONT, CALIFORNIA PARDEE HOMES 31470

Street Light Layout

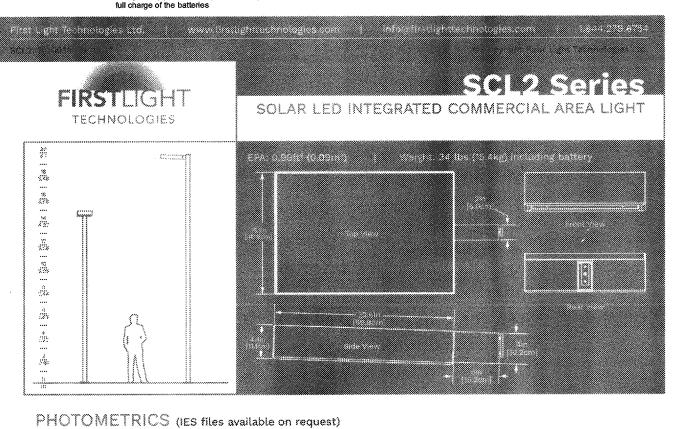
SHEET SL-2

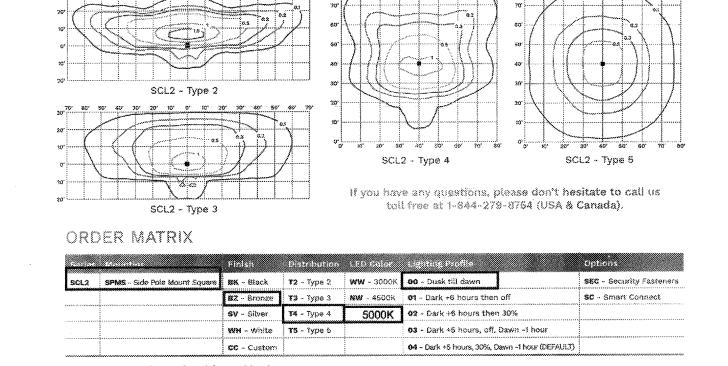
2 OF 2 SHEETS

FILE: 3174

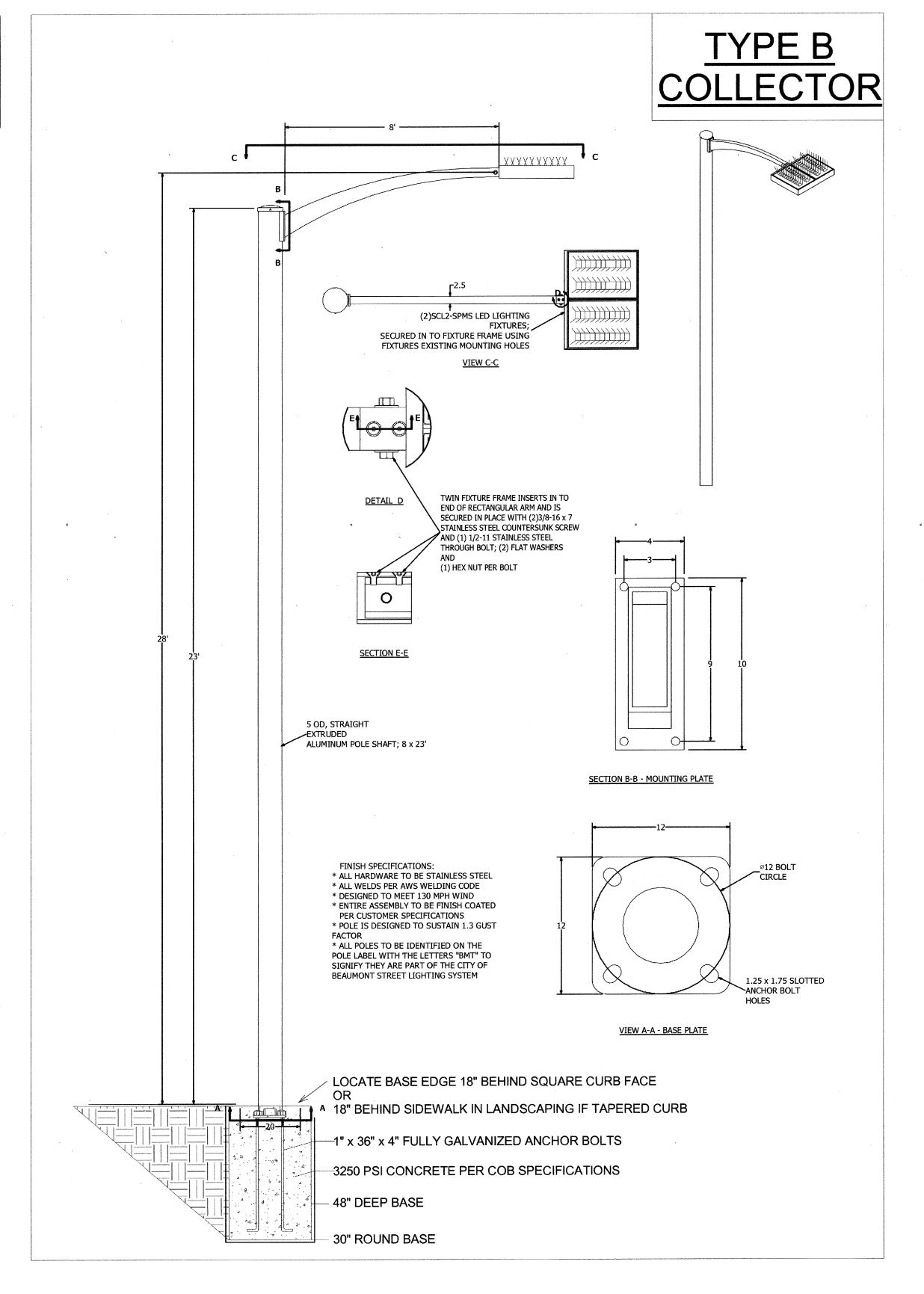


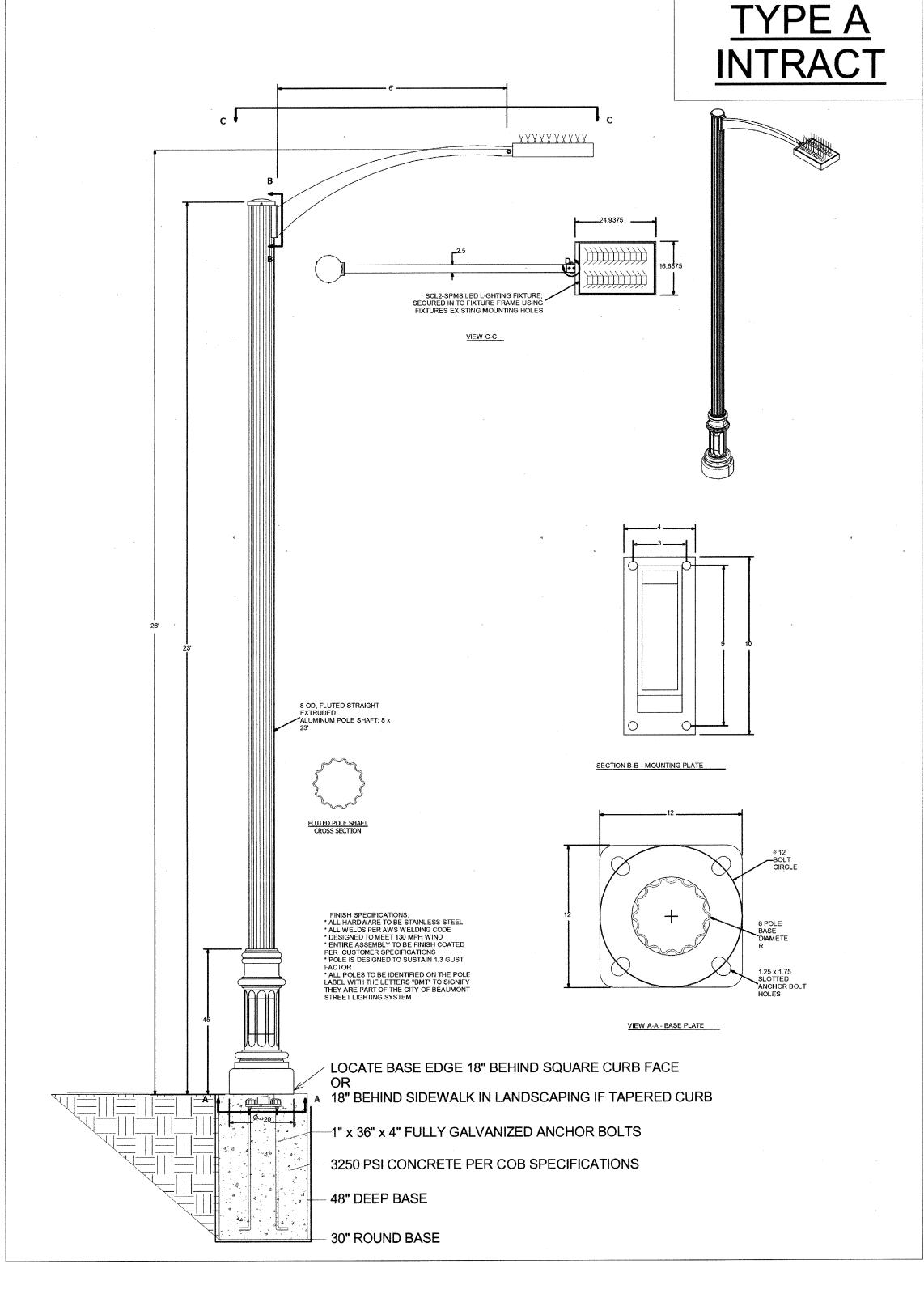
tients to predictively adapt to their surroundings providing a level of lightens performance and reliability unevaluable in other setablishing products.				
	Designed In	itial Lumen Output "Type A" = 2057 Lumens.		
_ SPECIFICATIONS	Designed In	itial Lumen Output "Type B" = 4169 Lumens.		
High-efficiency mono-crystalline cells inconspicuously integrated into the top of luminairs Used for day/night detection (no photoceli required)	LEDs and Optics:	100,000 hour L70 lifetime Warm (3000K) and neutral (4500K) white color temperatures available High efficiency Type 2, 3, 4 and 5, full cut-off optics Typical lumen output from 1800 to 2200 lumens		
High-efficiency, temperature compensated Maximum Power Point Tracking (MPPT) Micro-controller based technology Includes high-efficiency LED driver Multiyear data logging Integrated into iuminaire housing	idealunicai Construction	Extruded and formed, low copper aluminum enclosure, and mounting arm Stainless fasteners with security fastener option Architectural grade, super durable, TGIC powder cost Four standard colors with custom colors available		
Designed to automatically and adaptively manage lighting performance based on environmental conditions and lighting requirements Patent Pending	Factory Set Lighting Profiles:	On at dusk, off at dawn On at dusk, off after 6 hours On at dusk, off after 6 hours till dawn On at dusk, off after 5 hours, on 1 hour before dawn On at dusk, dim to 30% after 5 hours, on 1 hour before dawn		
High performance Lithium (LiFePO _a) Exceptional 8 - 10 year life cycle High temperature toterance Contained within luminaire housing Designed for easy battery changes when required Battery and controller designed to provide full light for (5) calendar days with a single	Wireless Controls	Sluctooth Low Energy Interface with IOS and Android app Provide configuration and control of lighting profiles Adjustment over dusk and dawn thresholds Motion sensing capabilities to optimise performance based on usage		





LIGHT SCHEDULE					
QTY	TYPE	INITIAL LUMENS			
28	A	2057			
11	В	4169			
·					

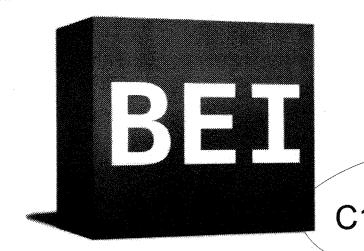




1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCEHDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951)769-8520. 2. ALL WORK SHALL CONFORM TO THE REQUIREMENTES OF THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT. 3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN. 4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WINTHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. 5. IT SHALL BE THE RESPONSIBITILITY OF THE DEPVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR ENCROACHMENT PERMEIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT OF WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRIONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED. 6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE PUBLIC WORKS DEPARTMENT OR INSPECTOR TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER. 7. DEVELOPER SHALL BE FULLY RESONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE 8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERMFORMED WITHIN STATE RIGHT OF WAY.

9. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS. 10. STREET LIGHTING INSTALLATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 1000 AS APPLICABLE.

11. STREET LIGHT LOCATION SHALL BE IN CONFORMACE WITH APPROVED STREET IMPROVEMENT PLAN FOR THIS TRACT.



STREET LIGHT GENERAL NOTES:

Specifications subject to change without notice

Special services and second of the control of

BEAUMONT ELECTRIC INC 877 W. 4th St Ste A Beaumont, CA 92223 951.845.8972 SBE - WBE - DBE C10-718329

DESIGNED BY:	j.love	Plan Approved By:
DRAWN BY:	j.love	Recommended for Ap
CHECKED BY:	j.love	
SCALE:	As indicated	Approved By:
DATE:	2/21/2018 12:22:53 PM	City of Beaumont Pub Engineering Division

lan Approved By: 1.0. Staff Engineer	Date 3. 70 . 18
ecommended for Approval By: Engineer	Date 3, 20, 18
pproved By:	Date 3.28.18
ity of Beaumont Public Works Department	

CITY OF BEAUMONT, CALIFORNIA SHEET PARDEE HOMES 31470 Street Light Plan

1 OF 2 SHEETS FILE: 3174