

THIS DEFERRED 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 Franklin Mechanical Systems, Inc, a corporation (hereinafter referred to as “Developer”). City and Developer are sometimes referred to hereinafter individually as a “Party”, and collectively as the “Parties”.

RECITALS

A. Developer is the developer of the Franklin Mechanical Warehouse Addition (Plot Plan 2019-0174) which is located in the City of Beaumont (“Project”).

B. On February 12, 2019, the Planning Commission approved Plot Plan 2019-0174 (“Plot Plan” or “Project”) for a 10,000 square-foot storage building and a 5,400 square-foot tenant building located at 185 W. Fourth Street. The Project was conditioned to construct street improvements along California Avenue, Fourth Street, and Walnut Avenue as provided in the Conditions of Approval, Section 2, items 46 - 57 (“Street Improvements”). The tenant who will occupy the 5,400 square-foot building must vacate their current facility and move their business immediately and as a result the City has agreed to allow deferral of the Street Improvements (“Deferred Improvements”) for up to one year from the date of issuing the Certificate of Occupancy for the Project subject to possible extension as provided herein.

C. In light of the anticipated delays in completing the Deferred Improvements, Developer desires to enter into this Agreement, whereby Developer promises to install and complete, at Developer's own expense, the Deferred Improvements within the time required by this Agreement.

D. An estimate of the cost for construction of the Deferred Improvements according to the draft plans (“Plans”) has been made and approved by Developer 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”.

NOW, THEREFORE, in consideration of the issuance of Building Permits and Certificates of Occupancy, Developer and City hereby agree as follows:

1. **Developer’s Obligation to Construct Improvements and Prerequisite to Issuance of Certificate of Occupancy.**

(a) In constructing and installing the Deferred Improvements, Developer shall comply with all of the requirements and conditions of approval of in the Plot Plan and related entitlements.

(b) Developer shall complete, at its own expense the Deferred Improvements, within twelve months of the date of the Certificate of Occupancy, unless a time extension is granted by the City Manager as authorized by Section 17 of this Agreement.

(c) If the Deferred Improvements are not completed as required by this Agreement, the City may implement the default procedures in this Agreement.

(d) Developer shall furnish all necessary labor and materials for completion of the Deferred Improvements in conformity with the Plans and City Standards.

2. Improvement Securities.

(a) Developer 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 the Deferred Improvements for the Project. 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 the Project constructed by Developer. 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) Eighty thousand and 00/100 DOLLARS (\$80,000.00) 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) Eighty thousand and 00/100 DOLLARS (\$80,000.00) 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

(iii) n/a 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 Developer to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(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) Developer 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 Developer 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 Developer 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 Deferred 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 Developer, shall not require Developer 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, Developer shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Deferred Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Developer shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for one hundred percent (100%) of the total estimated cost of the Deferred Improvements as changed, altered, or amended.

(b) Developer shall construct all Deferred Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date the Developer applies for building permits or other permits and licenses for the Deferred Improvements. The City reserves the right to modify the Standards applicable to the Project 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 except that Developer shall not be subject to the modified

Standards to the extent it has commenced construction of the street improvements in reliance on a City-issued building permit.

4. Inspections; Final Acceptance and Certification of Deferred Improvements.

(a) Developer shall at all times maintain proper facilities and safe access for inspection of the Deferred Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Deferred Improvements covered in this Agreement, the Developer 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 Deferred Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Deferred Improvements requiring acceptance by another public agency or utility have been completed in accordance with this Agreement, then the City Engineer shall request said agency or utility 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 utility or 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 Deferred Improvements shall not constitute a waiver of any defects by City.

(ii) For Deferred Improvements not requiring dedication to or acceptance by the a public agency (the "Private Deferred Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Developer's registered civil engineer stating that the Private Deferred Improvements have been completed in accordance with the approved Plans, City Standards and the Entitlements. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Developer's registered civil engineer) that the Private Deferred Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Entitlements, the City Engineer shall recommend certification of the completion of the Private Deferred 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) Developer shall bear all costs of inspection and certification of the Deferred Improvements.

5. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Deferred Improvements and Public Deferred 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 Deferred 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 Deferred Improvements progresses, upon written application thereof by the Developer; provided, however, that no such release shall be considered by City for an amount where the cost estimate of the remaining work exceeds twenty five percent (25%) 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 Developer 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 Deferred 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 Deferred Improvements and any other obligations imposed upon Developer 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 Deferred 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 Deferred Improvements and related work by the City Council.

(d) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

6. Injury to Deferred Improvements, Public Property or Public Utilities Facilities.

Developer 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. Developer 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.

7. Permits. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Deferred Improvements, give all necessary notices and pay all fees and taxes required by law.

8. Notice of Breach/Default of Developer.

(a) Default of Developer shall include, but not be limited to: (1) Developer's failure to timely complete construction of the Deferred Improvements; (2) Developer's unwarranted failure to timely cure any defect in the Deferred Improvements; (3) Developer's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action or termination of lease procedure against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Developer's failure to keep the Improvement Securities in full force and effect; (7) Developer's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Developer; (8) Developer's failure to maintain insurance; or (9) the failure of Developer or Developer'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 Developer specifying in reasonable detail the nature of the default. Developer 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, Developer shall have a reasonable period of time to cure the default so long as Developer 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, Developer 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 Developer's default upon Developer and where applicable Developer'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, Developer's surety shall have the duty to take over and complete the Deferred 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 Deferred Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Deferred Improvements, City may take over the work and prosecute the Deferred Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer'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 Deferred Improvements, such materials, appliances, plant and other property belonging to Developer 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 Developer'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 Developer. 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 Deferred Improvements, and therefore, City's damages for Developer's default shall be measured by the actual cost of completing the required Deferred Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Deferred Improvements in accordance with the Plans.

(f) Failure of Developer to comply with the terms of this Agreement, including but not limited to, construction of all the Deferred Improvements as set forth herein and as required by the Entitlements, shall constitute Developer'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. Developer agrees that the choice of remedy or remedies for Developer's default or breach shall be in the sole discretion of City.

(g) In the event that Developer fails to perform any obligation hereunder, Developer 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 Developer. 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.

9. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Deferred Improvements, Developer shall guarantee or warranty all the Deferred Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Deferred Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Developer fails to fulfill any of the requirements of this Agreement or the Plans, Developer 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 Developer fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Developer hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Developer and to Developer's surety, and Developer 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 Deferred Improvements which require repairs, replacements or remedial measures to be made before Developer can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to City the cost of such repairs.

10. Developer Not Agent of City. Neither Developer nor any of Developer's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

11. Injury to Improvement Work; Risk of Loss. Until such time as the Public Deferred Improvements are accepted by City, Developer shall be responsible for and bear the risk of loss to any of the Public Deferred Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Deferred 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 Deferred Improvements specified in this Agreement prior to the completion and acceptance of the Public Deferred Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Developer. Developer is responsible for and shall bear the risk of loss for all Private Deferred Improvements at all times.

12. 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 Developers for the apportionment of costs of water and sewer mains, or other Deferred Improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

13. Developer's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Deferred Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Deferred Improvements pursuant to Section 6(b)(ii), Developer shall give good and adequate warning to the public of each and every dangerous condition existent in said Deferred Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

14. Vesting of Ownership. Upon acceptance of the Public Deferred Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Deferred Improvements 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.

15. Indemnity/Hold Harmless.

(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 Developer, its agents, subcontractors or employees in the performance of this Agreement. Developer 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 Developer's operations, or any subcontractor's operations, to be performed under this Agreement for Developer'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 Developer 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) Developer'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 Deferred Improvements, or whether City or Developer has insurance or other indemnification covering any of these matters.

(c) Developer's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Deferred Improvements. City's acceptance and/or certification of the Deferred 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 Deferred Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Developer, 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 Deferred Improvements, Developer shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Developer shall not be responsible for routine maintenance. Developer acknowledges and agrees that Developer shall be responsible and liable for the design and construction of the Deferred 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 Deferred Improvements. Developer's Improvement Securities shall not be required to secure Developer's obligations under this Section 17.

16. Sale or Disposition of Project; Assignment.

(a) Developer acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Deferred Improvements required hereunder will not relieve Developer from the obligations set forth in this Agreement, and Developer 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 Developer sells or otherwise transfers the Property to any other person or entity prior to final completion of the Deferred Improvements, or wishes to assign this Agreement, Developer 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"). Developer shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Developer 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 Developer, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Developer in accordance with the provisions of such novation and release Developer of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Developer, Successor and City) shall relieve Developer of its obligations under any other Section of this Agreement for work or Deferred Improvements performed by Developer prior to the novation.

17. Time for Completion of Deferred Improvements; Extensions.

(a) Developer shall commence and diligently prosecute to completion construction of all the Deferred Improvements required by this Agreement. The City Manager may grant an extension of time for up to one period of one year as may be in the public interest upon the showing of the Developer of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 17(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 Developer'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 Developer to an extension. In addition, the time for completion of the Deferred Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Developer 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 Developer, provided that Developer 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, Developer shall use all reasonable efforts to remedy same and resume completion of the Deferred Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Deferred Improvements required by this Agreement, the City Manager may require Developer 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.

18. Notice. 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 Developer:	Franklin Mechanical Systems, Inc.

19. Severability. 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.

20. Captions. 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.

21. Insurance.

(a) Developer shall, at all times during the construction of the Deferred 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 Developer 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) Commercial Vehicle/Automotive Liability 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 Developer, 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 Developer'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, Developer 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 Developer.

(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, Developer shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Developer hereby indemnifies City for any damages or claims resulting from failure of either Developer or any contractor or 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 admitted insurer can be obtained by Developer, 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 Developer, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Developer 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, Developer shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Developer shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Developer 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 Developer 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 Developer; and with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Developer'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 Developer's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. 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 Developer (ten (10) days' notice for cancellation due to non-payment). Developer 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) Commencement of Work. Developer shall not commence work under this Agreement until Developer has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Developer and approved by City; nor shall Developer allow any contractor or subcontractor to commence work on the Deferred Improvements until

not less than the same insurance hereunder is required of the contractor or subcontractor and has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) **Higher Limits.** If Developer or a contractor or subcontractor 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 Developer, contractor or subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

22. Attorneys' Fees. 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.

23. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

24. 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.

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

26. 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, Developer 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.

27. 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 Developer. The undersigned, on behalf of Developer, binds Developer, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

[signatures on following page]

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

Developer:
Franklin Mechanical Systems, Inc.
A California corporation

City:
The City of Beaumont,
a Municipal Corporation

By: _____
President

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

John Pinkney, City Attorney

APPROVED AS TO CONTENT:

Robert Vestal, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
 Exhibit B Cost estimates

(Proper Notarization of Developer's Signature is required and shall be attached)

1632863.3

Exhibit A – Legal Description

Lots 1 through 6, inclusive, on block 133, as shown on the Amended Map of the Town of Beaumont, dated February 27, 1888, recorded in Map Book 6, pages 16 and 17, San Bernardino records.

Exhibit B – Cost Estimate

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: 185 W. 4TH STREET

DATE: 17-Jul-19

PP, CUP NO.: PP2019-0174

BY: JOSEPH E. BONADIMAN ASSOC.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%
	(of Estimated Construction Costs)	

Streets/Drainage	\$	65,246.40
Sewer	\$	-
Total	\$	65,246.40
Warranty Retention (22.5%)	\$	14,680.44

Street/Drainage Plan Check Fees = _____
 Sewer Plan Check Fees = _____
 Street Inspection Fees = _____
 Sewer Inspection Fees = _____



7/23/19
DATE

2nd PLAN CHECK

RETURN WITH NEXT SUBMITTAL

OK

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

[Signature] 17-Jul-19
 Engineer's Signature Date

JT STANTON
 Name typed or printed



Civil Engineer's Stamp

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".
- Show Bond Amounts to the nearest \$500.
- 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.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 185 W. 4TH STREET

DATE: 18-Jul-19

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
46	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ AC thickness Ft.)	\$ 90.00	\$ 4,140
	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	\$ 50.00	\$ -
	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	\$ -
11,981	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	\$ 11,981
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
373	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 3,730
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ -
1,101	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 6,606
	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ -
	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ -
307	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ 2,456
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 185 W. 4TH STREET

DATE: 18-Jul-19

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	\$ 275.00	\$ 5
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 45.00	\$ -
	EA.	Object Markers - Modified Type F 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	\$ -
1	EA.	Curb Outlet Drainage Structure Std. 308	\$ 500.00	\$ 500
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
	EA.	"STOP" Pavement Marking	\$ 200.00	\$ -
	L.F.	Limit Line	\$ 2.00	\$ -
	EA.	R1 "STOP SIGN"	\$ 250.00	\$ -
	EA.	W53 "NOT A THROUGH STREET"	\$ 250.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 185 W. 4TH STREET

DATE: 18-Jul-19

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	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	\$ -
	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	\$ -
129	L.F.	18" R.C.P.	\$ 60.00	\$ 7,740
	L.F.	24" R.C.P.	\$ 70.00	\$ -
	L.F.	30" R.C.P.	\$ 80.00	\$ -
	L.F.	36" R.C.P.	\$ 90.00	\$ -
	L.F.	42" R.C.P.	\$ 100.00	\$ -
	L.F.	48 " RCP	\$ 110.00	\$ -
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
	EA.	Concrete Collar	\$ 250.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 185 W. 4TH STREET

DATE: 18-Jul-19

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	\$ 115.00	\$ -
	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ -
	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ -
	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ -
	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ -
	EA.	Catch Basin W = 21'	\$ 9,000.00	\$ -
	EA.	Type IX Inlet	\$ 2,500.00	\$ -
	EA.	Type X Inlet	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 2	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure No. 1	\$ 2,000.00	\$ -
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 1	\$ 2,700.00	\$ -
	EA.	Manhole No. 2	\$ 3,300.00	\$ -
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 4	\$ 5,000.00	\$ -
	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ -
1	EA.	Headwall	\$ 5,000.00	\$ 5,000
	L.S.	Remove & Dispose of Interferring 30" Storm Drain and 36" Riser	\$ 500.00	\$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
	L.F.	Concrete Bulkhead	\$ 25.00	\$ -
	EA.	Outlet Structure (Line A & B)	\$ 5,000.00	\$ -
	EA.	Remove Existing Headwall	\$ 1,000.00	\$ -
	EA.	Local Depression per RCTD Std 311 Case B	\$ 1,200.00	\$ -
	EA.	Local Depression per RCTD Std 311 Case C	\$ 1,500.00	\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 185 W. 4TH STREET

DATE: 18-Jul-19

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT 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	\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

A. Subtotal \$ 56,736

B. Contingency (15%) \$ 8,510

C. Streets/Drainage Total (A + B) \$ 65,246

CITY OF BEAUMONT, CALIFORNIA IMPROVEMENT PLANS FOR WALNUT AVENUE, (PP2019-0174) 4TH STREET & CALIFORNIA AVENUE

GENERAL NOTES

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

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(866) 423-3913
- IN ACCORDANCE WITH THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
- QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
- THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

SHEET INDEX

TITLE SHEET	1
WALNUT ST & 4TH ST; PLAN & PROFILE	2
CALIFORNIA AVE; PLAN & PROFILE	3

PROPERTY OWNER(S):

VINCENT & KELLY FRANKLIN
37444 WILDWOOD VIEW DR.
YUCAIPA, CA 92223

BASIS OF BEARINGS

CENTERLINE OF WALNUT AVE, BEARING N00°01'00"W,
PER CR 10-1200

SITE ADDRESS

185 W. 4TH STREET
BEAUMONT CA, 92223

SOURCE OF TOPOGRAPHY:

GROUND SURVEY BY:

JOSEPH E. BONADIMAN & ASSOC.
234 NORTH ARROWHEAD AVE.
SAN BERNARDINO, CA 92408

WORK TO BE DONE

THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

- BEAUMONT MUNICIPAL CODE.
- FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461. FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES. SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES. ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
- THIS SET OF PLANS.
- RESOLUTION NO PP2019-0174, DATED 02-12-2019.
- SOILS REPORT AND RECOMMENDATIONS (OR GEOTECHNICAL PROJ. # 135021, DATED 01-14-19).

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: JOSEPH E. BONADIMAN & ASSOCIATES, INC.

ADDRESS: 234 NORTH ARROWHEAD AVENUE

CITY, ST.: SAN BERNARDINO, CA 92408

TELEPHONE: (909) 885-3806

BY: [Signature] DATE: 09-27-23

JAMES T. STANTON R.C.E. 70944

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 133 OF AMENDED MAP OF THE TOWN OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGES 16 AND 17, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

TOGETHER WITH THAT PORTION OF WALNUT AVENUE AND FOURTH STREET ADJOINING SAID LAND AS VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION NO. 1987-73, BY THE CITY OF COUNCIL OF THE CITY OF BEAUMONT RECORDED NOVEMBER 16, 1987 AS INSTRUMENT NO. 330035 OF OFFICIAL RECORDS.

APN: 417-124-020, 417-124-021, & 417-124-022

NOTE(S)

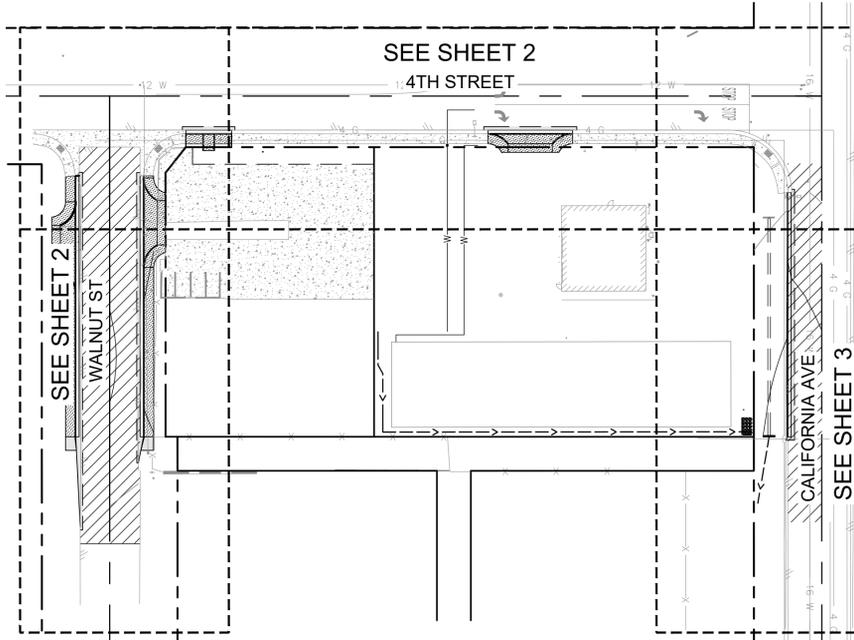
- APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
- TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
- THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
- SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

STREET NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
- 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.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN 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. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
- ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
- THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
- ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, THE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8171 OF THE BUSINESS & PROFESSIONS CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.
- ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
- PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
- CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT). OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
- 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 DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITEE # ON THE PLAN.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
- CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
- STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
- FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
- INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES.
- THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

NOTE(S):

ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS UNLESS NOTED OTHERWISE:
* REFERENCED STANDARD MANUAL
** EMMO SEWER STANDARD DRAWINGS
*** STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION



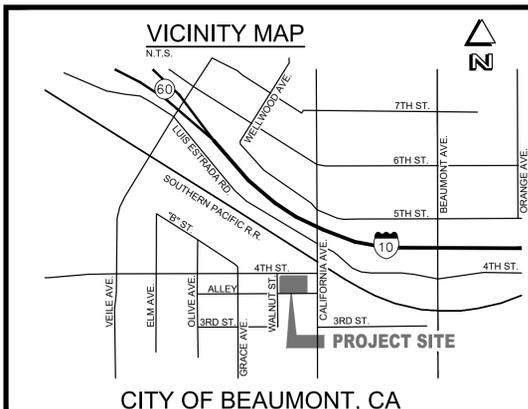
CONSTRUCTION NOTES:

QTY		
1	GRIND AND OVERLAY EXISTING PAVEMENT 2" MIN, ADJUST CROWN PER PLAN.	11,990 SF.
2	CONSTRUCT 6" CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. 200, TYPE A-6.	527 LF.
3	CONSTRUCT 6" SIDEWALK PER COUNTY OF RIVERSIDE STD. 401.	1,203 SF.
4	CONSTRUCT PARKWAY DRAIN PER APWA STD. 150, S = 6".	1 EA.
5	CONSTRUCT COMMERCIAL DRIVEWAY (WITH SIDEWALK AT CURB) PER COUNTY OF RIVERSIDE STD. 207A.	1,613 SF.
6	EXTEND EXISTING 18" RCP PIPE AND BACKFILL.	129 LF.
7	CONSTRUCT HEADWALL, PER CALTRANS STD. D89.	1 EA.
8	CONSTRUCT 4" THICK AC GRADE TRANSITION, 7.5% MAX SLOPE.	2 EA.

QUANTITIES LISTED REFLECT THE ENGINEER'S ESTIMATE OF MATERIALS THESE QUANTITIES ARE FOR ESTIMATING AND BONDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR COMPUTING HIS OWN QUANTITIES FOR CONTRACT PURPOSES.

LEGEND:

AC ASPHALTIC CONCRETE SURFACE	---	RIGHT OF WAY	[Symbol]	EXISTING CONCRETE SURFACE
BT BOTTOM OF TRENCH	---	PROPERTY LINE	[Symbol]	PROPOSED CONCRETE SURFACE
BVC BEGIN VERTICAL CURVE	---	CENTERLINE	[Symbol]	FILL MATERIAL
CL CENTER LINE	---	EXISTING BLOCK WALL	[Symbol]	PROPOSED AC PAVEMENT
EP EDGE OF PAVEMENT	---	FLOWLINE	[Symbol]	GRIND & OVERLAY
EVC END OF VERTICAL CURVE	---	FILL SLOPE	[Symbol]	
FF FINISH FLOOR	---	GRAVEL BAGS TO BE PLACED PER PLAN	[Symbol]	
FG FINISH GRADE	---	(1500)	[Symbol]	CONTOUR ELEVATION (FEET)
FL FLOWLINE	---	[Symbol]	[Symbol]	PARKING LOT LIGHTS
FS FINISHED SURFACE	---	[Symbol]	[Symbol]	TYP. TYPICAL
GB GRADE BREAK	---	[Symbol]	[Symbol]	WM WATER METER
GW GUY WIRE	---	[Symbol]	[Symbol]	PATH OF TRAVEL
INV INVERT OF PIPE	---	[Symbol]	[Symbol]	
MH MANHOLE	---	[Symbol]	[Symbol]	
NTS NOT TO SCALE	---	[Symbol]	[Symbol]	
PP POWER POLE	---	[Symbol]	[Symbol]	
TC TOP OF CURB	---	[Symbol]	[Symbol]	
TF TOP OF FOOTING	---	[Symbol]	[Symbol]	
TW TOP OF WALL	---	[Symbol]	[Symbol]	

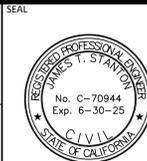


BENCHMARK: L1311
DESCRIPTION: IN BEAUMONT, AT THE JUNCTION OF CALIFORNIA AVE & 5TH PL., 94.8' OF THE AVE. E., 25.3' S OF THE CENTERLINE OF 5TH PL., 3.6' N OF A GUY WIRE, 2.6' S OF A POWER POLE, .6' EAST OF A WITNESS POST. .
ELEV. 2579.30' (NAVD 88)

BY	MARK	DESCRIPTION	APPR.	DATE
		REVISIONS		



JAMES T. STANTON
R.C.E. 70944 EXP. 6-30-25



DESIGN BY: JTS
DRAWN BY: JTS
CHECKED BY: JTS
SCALE: N/A
DATE: 09-27-23
JOB NUMBER: 184535

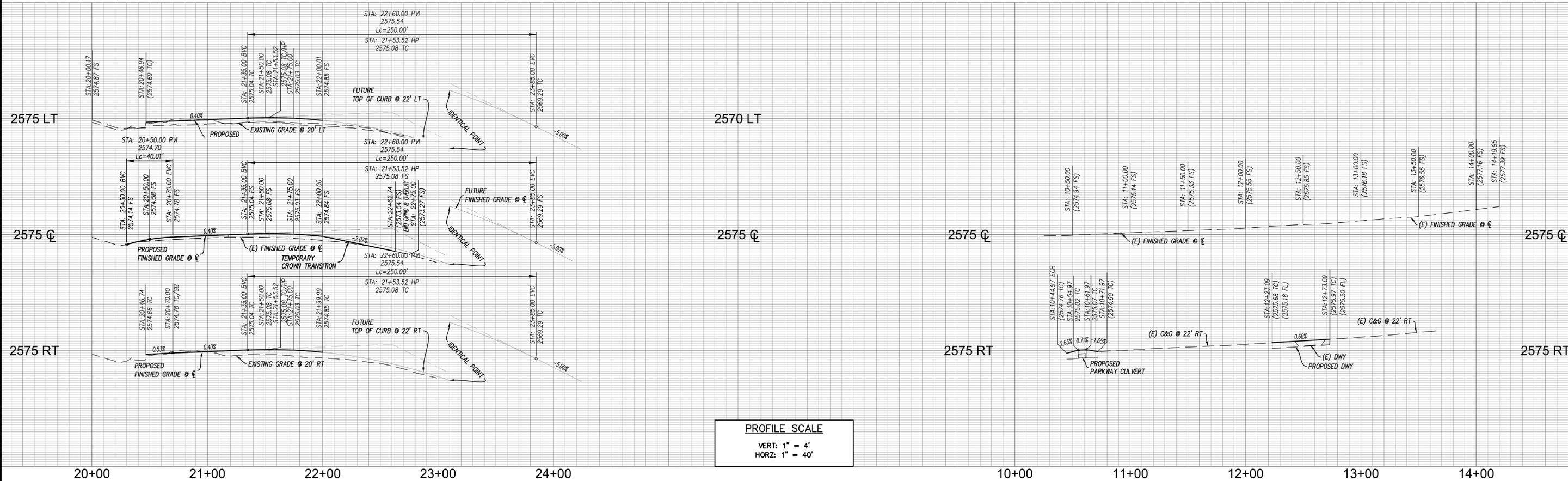


Reviewed By: [Signature] Date: 10/24/23
Staff Engineer
Recommended for Approval By: [Signature] Date: 10/24/23
Administrative Engineer
Approved By: [Signature] Date: 10/24/2023
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E, 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR:
WALNUT AVENUE,
4TH STREET
& CALIFORNIA AVENUE
TITLE SHEET

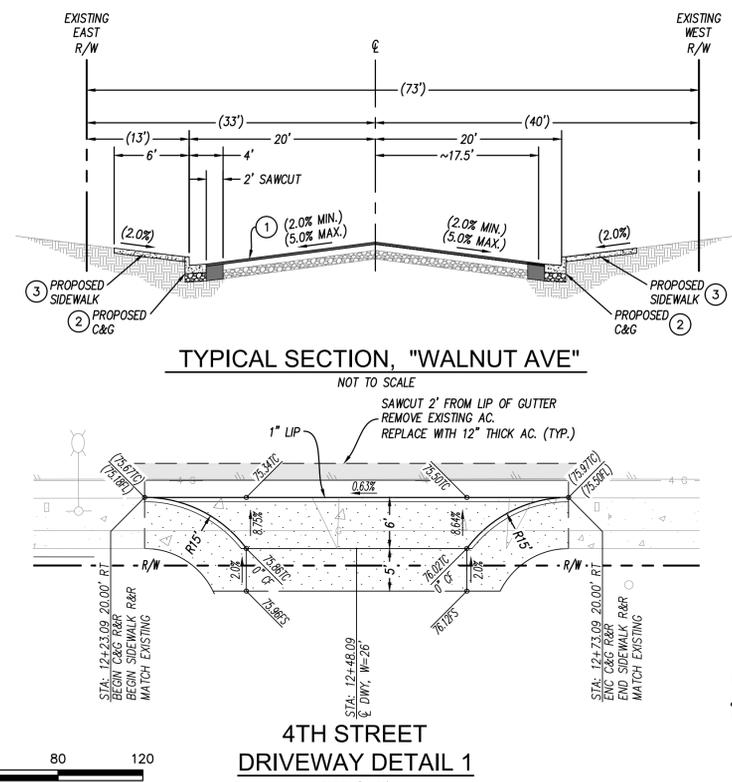
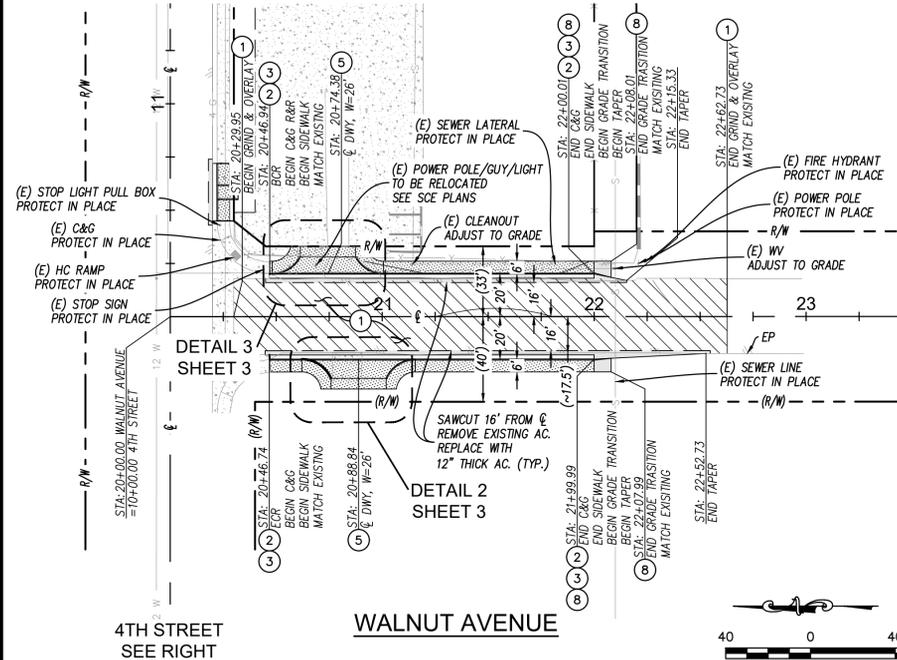
SHEET
1
OF 3 SHEETS
FILE NO.: 3335A



NOTE

WALNUT AVENUE DRIVEWAY DEFERRED.
LOCATION TO BE DETERMINED AT LATER DATE.

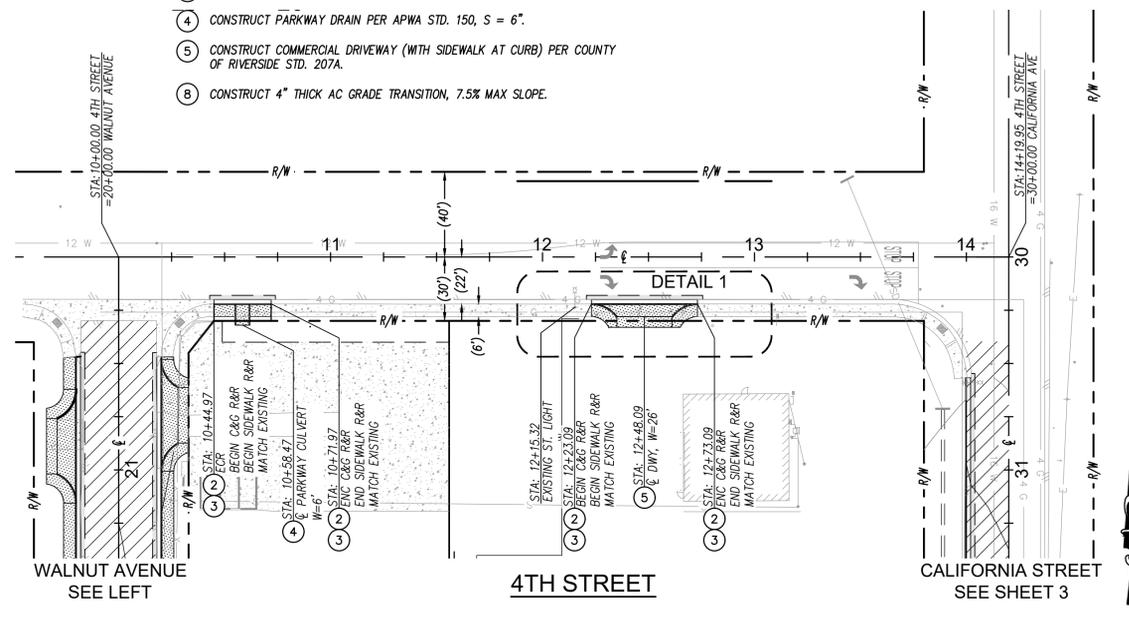
SEE RIGHT
4TH STREET



CONSTRUCTION NOTES:

- 1 GRIND AND OVERLAY EXISTING PAVEMENT 2" MIN. ADJUST CROWN PER PLAN.
- 2 CONSTRUCT 6" CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. 200, TYPE A-6.
- 3 CONSTRUCT 6" SIDEWALK PER COUNTY OF RIVERSIDE STD. 401.
- 4 CONSTRUCT PARKWAY DRAIN PER APWA STD. 150, S = 6".
- 5 CONSTRUCT COMMERCIAL DRIVEWAY (WITH SIDEWALK AT CURB) PER COUNTY OF RIVERSIDE STD. 207A.
- 6 CONSTRUCT 4" THICK AC GRADE TRANSITION, 7.5% MAX SLOPE.

SEE SHEET 3
CALIFORNIA STREET



BENCHMARK: L1311
DESCRIPTION: IN BEAUMONT, AT THE JUNCTION OF CALIFORNIA AVE & 5TH PL., 94.8' OF THE AVE. E., 25.3' S OF THE CENTERLINE OF 5TH PL., 3.6' N OF A GUY WIRE, 2.6' S OF A POWER POLE, .6' EAST OF A WITNESS POST.
ELEV. 2579.30' (NAVD 88)

BY	MARK	DESCRIPTION	APPR.	DATE
REVISIONS				

BENADIMAN
CIVIL ENGINEERS & ARCHITECTS
TEL: (909) 885-3000
6 E. 70944 EXP. 6-30-25

DATE: 10-10-23

DESIGN BY: JTS
DRAWN BY: JTS
CHECKED BY: JTS
SCALE: 1" = 40'
DATE: 09-27-23
JOB NUMBER: 184535



Reviewed By: [Signature] Date: 10/24/23
Recommended for Approval By: [Signature] Date: 10/24/23
Approved By: [Signature] Date: 10/24/2023
City Engineer/Director of Public Works

CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR:
WALNUT AVENUE & 4TH STREET
PLAN & PROFILE

SHEET
2
OF 3 SHEETS
FILE NO: 3335A

