

# City of Beaumont

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

# BOND EXONERATION APPLICATION

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

Contact's Name	Phone
Contact's Address	
Contact's E-mail	City/State/Zip
Developer Name	Phone e names of principal officers or partners)
Developer Address	
	City/St/Zip
1 0	
	Contact's Address Contact's E-mail

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

Rick Rush

Print Name and Sign - Contact/Applicant

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

Rick Rush

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

Print Name and Sign - Contact/Applicant

Date



# **Punch List**

# Project Name: Sewer Improvements (Locals) Performance Bond

Tract No. 31469-9

	PW2023-1001	Bond No. 929635966			
Inspect	ed By: Jason Craghead	Page: 1 of 1	Date: 5/4/2023 Updated on 2/1/24, 5/7/24		
ltem No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)		
1	Provide as built plans	Jason Craghead 5/7/24	Jason Craghead 5/7/24		
2	MH #12 on Venus Drive, Large obstruction inside Downstream Outlet of MH. Needs cleaning immediately	Jason Craghead 1/17/24	Jason Craghead 2/1/24		

### MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and Tri Pointe Homes IE-SD, Inc. fka: Pardee (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete Homes certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated June 30, 2016 , and is hereby referred to and made a part hereof; and: identified as Sundance Tract 31469-9

#### PA 39 - Sewer Improvements

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

The Continental Insurance Company ("Surety") admitted and duly NOW, THEREFORE, we, the Principal and authorized to transact business under the laws of the State of California as surety, are held and firmly dollars \*\* bound unto the City of Beaumont as obligee, in the penal sum of (\$ 24,239.70) 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. \*\*Twenty-Four Thousand Two Hundred Thirty-Nine and 70/100\*\*

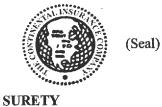
The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and 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]



The Continental Insurance Company

(Seal)

PRINCIPAL Tri Pointe Homes IE-SØ, Inc. fka: Pardee Homes By:

(Name) Matt Sauls

(Title)

(Name)

**Michelle Haase** 

By:

Attorney-in-Fact

(Title) SVP of Business Operations

(Address)

2 Park Plaza, Suite 400

Irvine, CA 92614

949-399-4971

(Address)

1250 Corona Point Court, Suite 600

Corona, CA 92879

92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BY 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 }

MAY 1 0 2024 \_\_\_\_\_\_ before me, \_\_\_\_\_\_ Janina Monroe, Notary Public On

personally appeared

(Here insert name and title of the officer)

Michelle Haase

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 ke/she/they executed the same in kis/her/their authorized capacity(ies); and that by tois (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 laws of the State of California that the foregoing paragraph is true and correct.

WITN	NESS my hand and official seal.	JANINA MONROE Notary Public - California Orange County Commission # 2406696 My Comm. Expires Jur 25, 2026
Notary	Public Signature	(Notary Public Seal)
ADD	TIONAL OPTIONAL INFORM	ATION INSTRUCTIONS FOR COMPLETING THIS FORM
	PTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or de	escription of attached document)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which</li> </ul>
(Title or de	escription of attached document continued)	<ul> <li>Date of notarization must be the date that the signer(s) personany appeared which must also be the same date the acknowledgment is completed.</li> </ul>
Number	of Pages Document Date	<ul> <li>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).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>
CAF	PACITY CLAIMED BY THE SIGNER	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.</li> </ul>
	Individual (s)	he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
Ö	Corporate Officer	<ul> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> </ul>
-	(Title)	<ul> <li>Signature of the notary public must match the signature on file with the office of</li> </ul>
	Partner(s)	the county clerk.
	Attorney-in-Fact	Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
	Trustee(s)	Indicate title or type of attached document, number of pages and date.
015 V014	Other	<ul> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> <li>Securely attach this document to the signed document with a staple.</li> </ul>

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

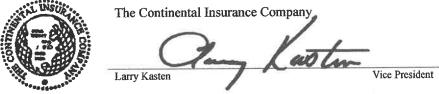
of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.



State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

#### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this and affixed the seal of the said insurance company this 10th day of May, 2024. certificate are still in force. In testimony whereof I have hereuntc



The Continental Insurance Company

Assistant Secretary

Authorizing By-Laws and Resolutions

Paula Kolsrud

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ACKNOWL	EDGMENT
A notary public or other officer completing this certificate verifies only the identity of the indiv who signed the document to which this certific attached, and not the truthfulness, accuracy, validity of that document.	idual cate is
State of California County ofRiverside	
On	Edelmira Gonzales / Notary Public (insert name and title of the officer)
subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under t paragraph is true and correct.	he laws of the State of California that the foregoing
WITNESS my hand and official seal.	EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2496323 RIVERSIDE COUNTY
Signature Edelmine Gomale	(Seal)

,

3

Rev. 02/25/2015Basic Gov (Sales Force) # <u>10-3409</u> File # <u>3046</u>

# AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN (Tract Map/Parcel Map/Plot-Plan No. 31469-9)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and <u>Pardee Homes</u>, a <u>California</u> company ("DEVELOPER").

### RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel-Map/Plot Plan # 31469-9 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and Sewer Improvements

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

#### AGREEMENT

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

1. <u>Provision of Improvements.</u> DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. <u>Inspection by the CITY</u>. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. <u>Compliance with Plans and Specifications</u>. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. <u>Security for Performance</u>. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit** "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. <u>Comprehensive Commercial General and Automobile Liability Insurance</u>. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. <u>Procedure for Release of Performance Bond Security</u>. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

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

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. <u>Procedure for Release of Payment Bond Security.</u> Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. <u>Security for One-Year Warranty Period</u>. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. <u>Authority to Execute</u>. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. <u>No Assignment.</u> The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. <u>Attorneys' Fees.</u> In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. <u>Execution in Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

۰.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

# CITY OF BEAUMONT

By \_\_\_\_

Mayor

Date

**DEVELOPER** - Chambers Tet June 30,2016 Date

Title: VP Community Development

Address: 1250 Corona Pointe Court

Suite 600 Corona, CA 92879

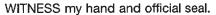
#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 June 30, 2016	before me,	Ana E. Chavez Perez, Notary Public	,
Date		Here Insert Name and Title of the Officer	
personally appeared		Jeff Chambers	
		Name(s) of Signer(s)	

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/skx subscribed to the within instrument and acknowledged to me that he/sobs/thosy executed the same in his/bes/thosy authorized capacity(kes), and that by his/tree/theorem 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 laws of the State of California that the foregoing paragraph is true and correct.



ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2107702 TG: RIVERSIDE COUNTY My Comm. Exp. April 19, 2019

Signature Signature of Notary Public

Place Notary Seal Above

OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

# Description of Attached Document

Number of Pages:		
Signer's Name:		
Corporate Officer – Title(s):		
ner – 🗆 Limited 🛛 General		
vidual 🛛 Attorney in Fact		
tee		
er:		
Is Representing:		
16		

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Basic Gov (Sales Force) #

Bond Number: 929635966

Premium: \$970.00

### EXHIBIT "A"

#### PERFORMANCE BOND

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

The condition of this obligation is such that if the 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.

IN WITNESS	S WHEREOF, thi	s instrument h	as been	duly	executed	by th	e Principal	and	Surety
above named, on	June 29th	, 2016							

PRINCIPAL:

SURETY:

	Parc	lee Home	S	
~	TAICI			
	11 ha	l		_
3-4	1010			

The Continental Insurance Company Bv

Title Jeff Chambers VP Community Development Title

Janina Monroe, Attorney-In-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT						
A notary public or other officer completing this identity of the individual who signed the docur is attached, and not the truthfulness, accuracy,	nent to which this certificate					
State of California	}					
County of <u>Orange</u> On <u>JUN 2 9 2016</u> before me, _						
who proved to me on the basis of satisfa name(s) is/axe subscribed to the within it he/she/they executed the same in his/he his/her/their signature(s) on the instrume which the person(s) acted, executed the	Janina Monroe actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of instrument.					
the foregoing paragraph is true and corr WITNESS my hand and official seal. <u>Buannebergy</u> Notary Public Signature (No	rect. BRIANNE DAVIS Commission No. 2017152 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Comm. Expires APRIL 1, 2017					
ADDITIONAL OPTIONAL INFORMATI DESCRIPTION OF THE ATTACHED DOCUMENT 929635966 - Paver Houmes	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. 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) (Title or description of attached document continued) Number of Pages Document Date	<ul> <li>State and County information must be the State and County where the document signet(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>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).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> </ul>					
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other 2015 Version www.NotaryClasses.com 800-873-9865	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/shc/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> </ul>					

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

#### Janina Monroe, Tom Mc Call, Paul Boucher, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2015.

The Continental Insurance Company

**Vice** President Paul

State of South Dakota, County of Minnehaha, ss:

On this 5th day of March, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



Notary Public J. Mohr

#### CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this day of



Form F6850-4/2012

The Continental Insurance Company

D. Bult

Assistant Secretary



#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

#### CIVIL CODE § 1189

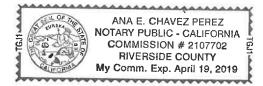
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)	
County of Riverside	)	
On June 30, 2016	before me,Ana E. Chavez Perez, Notary Public	_,
Date	Here Insert Name and Title of the Officer	
personally appeared	Jeff Chambers	
	Name(s) of Signer(s)	

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/sixed subscribed to the within instrument and acknowledged to me that he/sobe/they executed the same in his/ben/thexit authorized capacity(tess), and that by his/Hee/thexit 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 laws of the State of California that the foregoing paragraph is true and correct.





Signature

Place Notary Seal Above

#### OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

# **Description of Attached Document**

Title or Type of	Document:				
Document Date:					
Signer(s) Other	Than Named Above:				
Capacity(ies) C	laimed by Signer(s)				
Signer's Name:		Signer's Name:	Signer's Name:		
Corporate Officer - Title(s):		Corporate Officer — Title(s):			
□ Partner — □	Limited   General	🗆 Partner – 🛛	Limited 🗌 General		
🗆 Individual	Attorney in Fact	🗆 Individual	Attorney in Fact		
Trustee     Guardian or Conservator		🗆 Trustee	Guardian or Conservator		
Other:		Other:			
Signer Is Representing:		Signer Is Representing:			

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#### EXHIBIT "B"

#### PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated \_\_\_\_\_\_, 20\_\_\_, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.31469-9<sup>\*</sup>, which is hereby incorporated herein and made a part hereof; and \*Sundance PA39 Sewer Improvements

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 Section 8000, et seq., 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 Section 8000, et seq., of the Civil Code in the sum of <u>Two Hundred Forty Two Thousand Three\*\*</u> dollars (\$<u>242.397.00</u>), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on June 29th , 20 16 .

PRINCIPAL:

SURETY:

Pardee Homes	The Continental Insurance Company
By allow	By a A
Title Jeff Chambers, VP Community i	Development Title Janina Monroe, Attorney-In-Fact

<u>-</u> -	- PURPOSE OF ACKNOWLEDGMENT
A notary public or other officer completing this identity of the individual who signed the docur is attached, and not the truthfulness, accuracy,	nent to which this certificate
State of California	}
name(s) is/are subscribed to the within i ke/she/they executed the same in kis/he	Brianne Davis, Notary Public (Here Insert name and the of the officer) Janina Monroe actory evidence to be the person(s) whose nstrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of
the foregoing paragraph is true and con WITNESS my hand and official seal.	under the laws of the State of California that rect. BRIANNE DAVIS Commission No. 2017152 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Comm. Expires APRIL 1, 2017
ADDITIONAL OPTIONAL INFORMATION DESCRIPTION OF THE ATTACHED DOCUMENT <u>929635966 - Pavae</u> Houses (Title or description of attached document) (Title or description of attached document continued) Number of Pages Document Date <u>6/29/16</u>	<ul> <li>INSTRUCTIONS FOR COMPLETING THIS FORM</li> <li>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.</li> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>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).</li> </ul>
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.

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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#### Janina Monroe, Tom Mc Call, Paul Boucher, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2015.

The Continental Insurance Company

Paul Vice President

State of South Dakota, County of Minnehaha, ss:

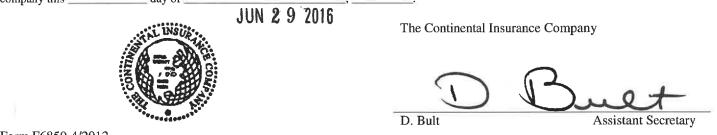
On this 5th day of March, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



J. Mohr Notary Public

### CERTIFICATE

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Form F6850-4/2012

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

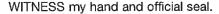
#### CIVIL CODE § 1189

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State of California	)	
County of <b>Riverside</b>	)	
On _June 30, 2016	before me,Ana E. Chavez Perez, Notary Public	_,
Date	Here Insert Name and Title of the Officer	
personally appeared	Jeff Chambers	
	Name(s) of Signer(s)	

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/six subscribed to the within instrument and acknowledged to me that he/sobe//they executed the same in his/ben//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 laws of the State of California that the foregoing paragraph is true and correct.



ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2107702 **RIVERSIDE COUNTY** My Comm. Exp. April 19, 2019

Place Notary Seal Above

# OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### **Description of Attached Document**

Title or Type of Document:			
Document Date:			Number of Pages:
Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s)			
Signer's Name:			·
Corporate Officer - Title(s):		Corporate O	fficer — Title(s):
Partner – Limited General		🗆 Partner – 🛛	🗆 Limited 🛛 General
□ Individual □ Attorney in Fact		🗀 Individual	Attorney in Fact
Trustee     Guardian or Cons	servator	Trustee	Guardian or Conservator
Other:		Other:	
Signer Is Representing:		Signer Is Repr	esenting:

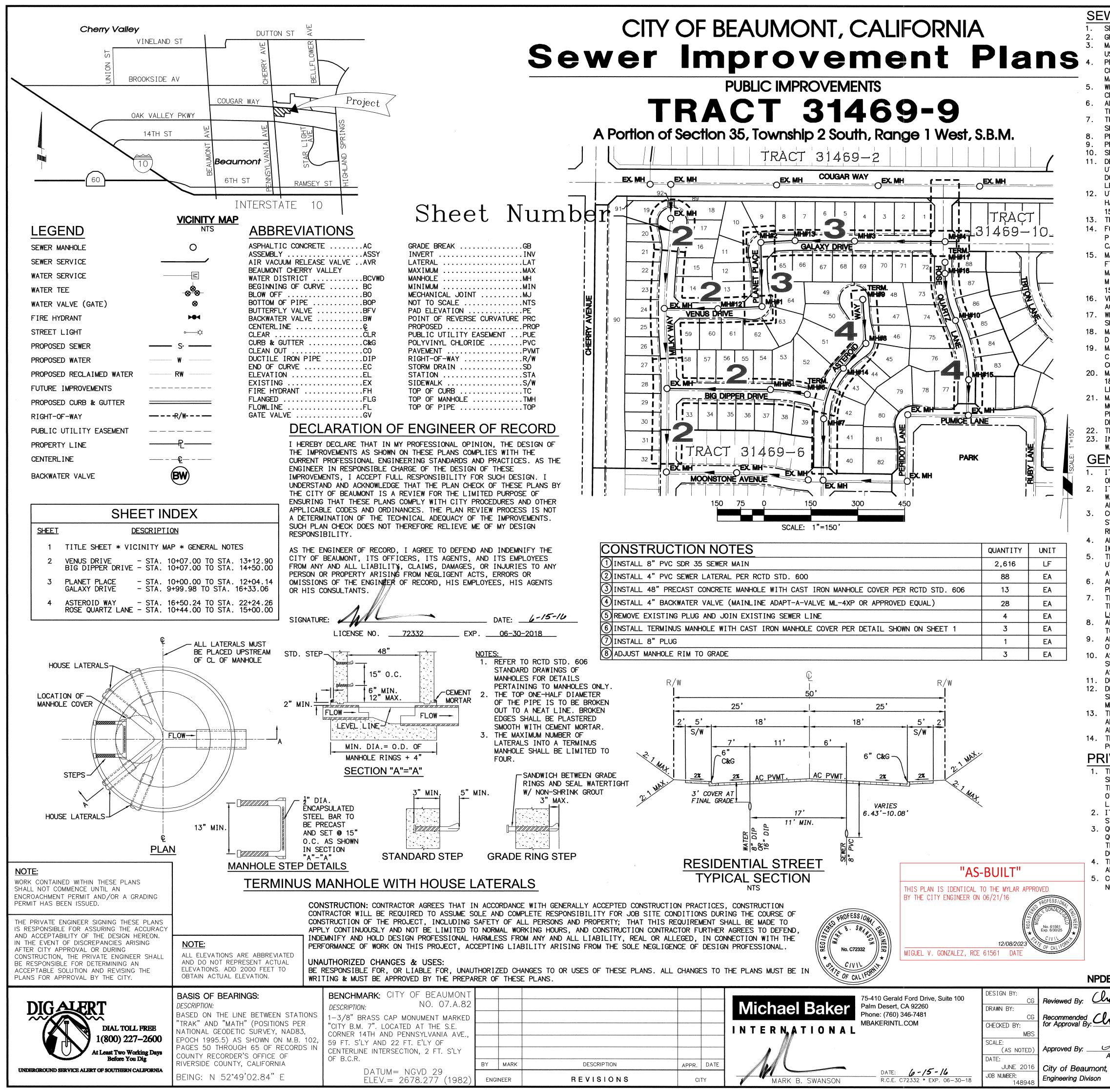
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# Approved cost est. 16-3409

# CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT CONSTRUCTION COST WORKSHEET

PROJECT NAME:	Sundance North - Tract 31469-9 (PA39) Sewer Improvements
DATE:	15-Jun-16
PP, CUP NO.:	BY: Mark Swanson, Michael Baker Intl.
IMPROVEMENTS	FAITHFUL PERFORMANCE 100% LABOR & MATERIALS SECURITY 100%
	Construction Costs)
Streets/Drainage	<u>\$</u>
Sewer	\$ 242,397.00
Total	<b>\$</b> 242,397.00
Warranty Retension (22.5%)	\$ 54,539.33 PAID CHK# 2731878
Street/Drainage Plan Check Fees =	\$ - 2
Sewer Plan Check Fees =	\$ 5,269.50 - \$5,933.40 => \$ 663.90(-)
Street Inspection Fees =	\$
Sewer Inspection Fees =	\$ 8,431.20
/	\$ 8,431.20 \$ 8,431.20 \$ 7767.30
/	70999014,1520.31060
DESIGN ENGINEE	RS CALCULATIONS OF IMPROVEMENT BONDING COSTS
~ · · · · //	6/28/11
Construction items and their quantities as s	shown on attached sheets are accurate for the improvements required
to construct the above project and the math	nematical extensions using City's unit costs are accurate for
determining bonding plan check and inspe	ction costs.
Above amounts do I include addi	shown on attached sheets are accurate for the improvements required mematical extensions using City's unit costs are accurate for ection costs. itional 20% for recordation prior to having signed plans itional 20% for recordation prior to having signed plans
	itional 20% for recordation prior to having signed plans
Above amounts do not x include addi	itional 20% for recordation prior to having signed plans
in include add	itional 20% for recordation prior to having signed plans
MI	> (0-15-110
Engineer's Signature	Date CIVIL OPIT
	Date CIVIL OF CALIFORN
Mark Swanson	OF CHE
Name typed or printed	Civil Engineer's Stamp
FORM \$ UNIT COSTS REVISED	09/06
*****	PLEASE READ INSTRUCTIONS BELOW*****
<ol> <li>Quantities to be taken from improv Improvement Requirement Worksh</li> </ol>	ement plans, Unit costs to be as provided on "City of Beaumont
-	
<ol><li>Show Bond Amounts to the nearest</li></ol>	t \$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.



# SEWER NOTES

SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).

MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 606. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.

WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT

THEIR PROJECTIONS TO THE MANHOLE CENTERLINE. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.

PROVIDE BACKWATER VALVES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.

PROVIDE APPROPRIATE MARKING TAPE AT TOP OF PIPE CENTERLINE ON TOP OF PIPE BEDDING SEWER LATERALS PER RCTD STD. 600, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.

DEVELOPER SHALL HAVE GEOTECHNICAL/SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS PLACED ONSITE.

12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, RCTD STD. 818 AND LATEST GREEN BOOK SECTION 306. CRUSHED ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.-1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.

TRENCHING AND EXCAVATION PER 29 CFR 1926.651 AND 1926.652 OR COMPARABLE OSHA-APPROVED STATE PLAN REQUIREMENTS.
 FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED. OTHERWISE PROVIDE A SOILS REPORT/SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.

15. MAXIMUM VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10 FT/S AT DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2 FT/S AT DESIGN FLOW (MAX. DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.0850, 12"-0.0660, 15"-0.0500, 18"-0.0370, 21"-0.0300, 24"-0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES-0.0200, MAIN LINES: 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0.0012, 24"-0.0010.

VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLED WATER LINE SHALL BE IN ACCORDANCE WITH CALIFORNIA HEALTH DEPARTMENT.

17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.

MANHOLES OF DEPTH MORE THAN 15 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM OF 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER RCTD STD. 606 WITH A MANHOLE FRAMES AND COVERS PER RCTD STD. 608.
 MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING STATE FROM FINISH STREET GRADE AND SHALL BE COATED WITH AN APPROVED POLYURETHANE

COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLE OR SURFACE IRREGULARITIES. 20. MANHOLE SPACING - THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET. THE MAXIMUM MANHOLE SPACING IS 200 FEET.

LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET. 21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD. DRAWING 603 FOR VCP PIPE AND MODIFIED TO PVC PIPE. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.

22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4. 23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING OF

23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

# **GENERAL NOTES**

. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY. . IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND

WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION

SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.

ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.

TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. PRELIMINARY OR FINAL SOIL REPORT NO. <u>1061446-10</u>, DATED <u>MAY 8, 2007</u>, PREPARED BY <u>LGC INLAND, INC</u>. SHALL BE AVAILABLE UPON REQUEST.

 ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NO LIMITED TO, THE FOLLOWING: SEWER, WATER, GAS, ELECTRIC, STORM DRAINS AND COMMUNICATION LINES.
 ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.

 ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. 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 SECTION #37, #39, AND #94 OF THE STATE STANDARD SPECIFICATION.
 DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.

12. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS. WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURE FOR REVIEW AND APPROVAL BY THE CITY.

THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
 THE CITY RESERVES THE RIGHTS TO REQUIRED 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 PLAN WERE APPROVED.

# PRIVATE ENGINEERS NOTICE TO CONTRACTOR

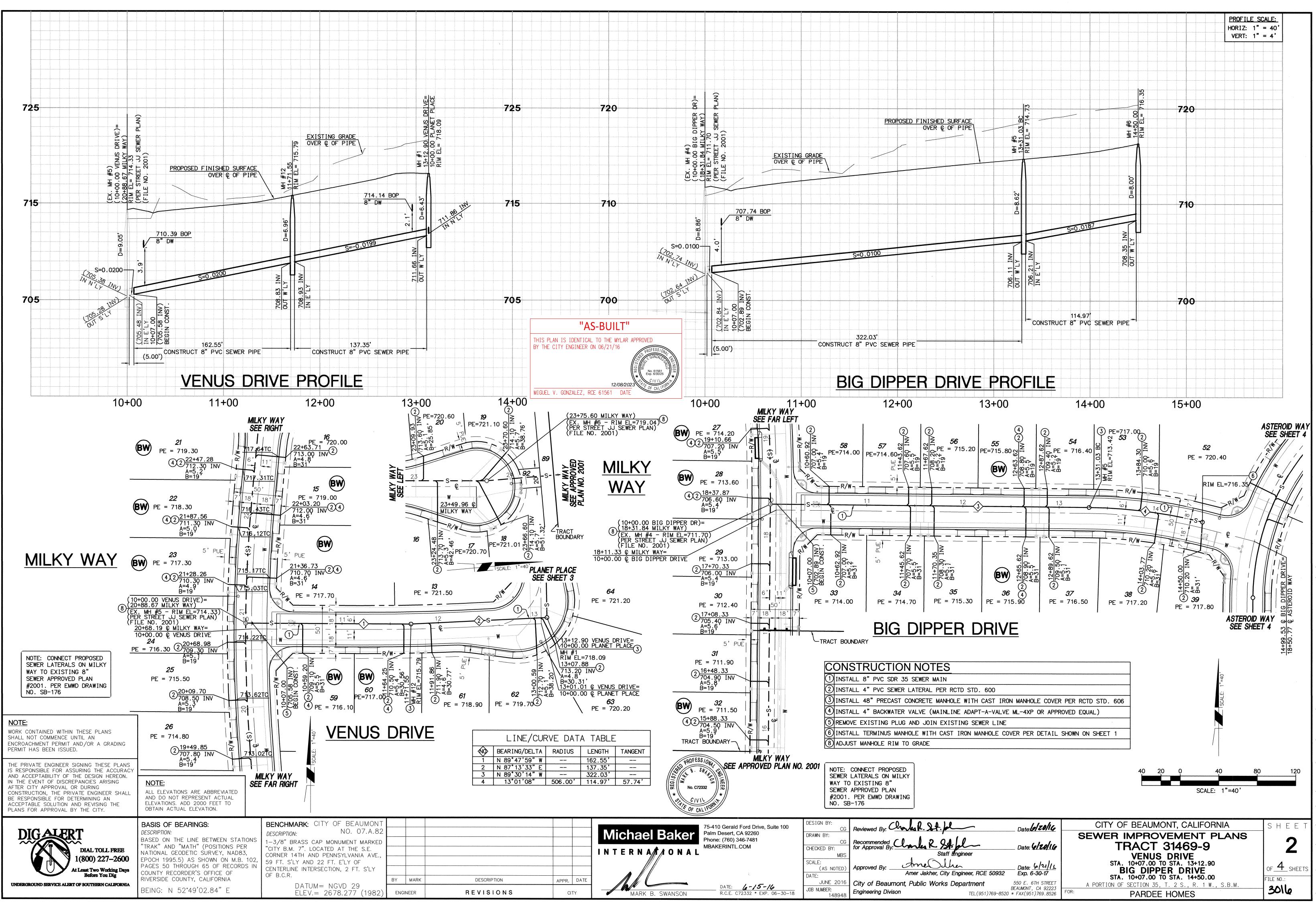
 THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
 IT SHALL BE THE CONTRACTORS DESPONSIBILITY TO NOTIES THE OWNER OF ALL LITELITIES OF STRUCTURES CONCEPNED RECORD

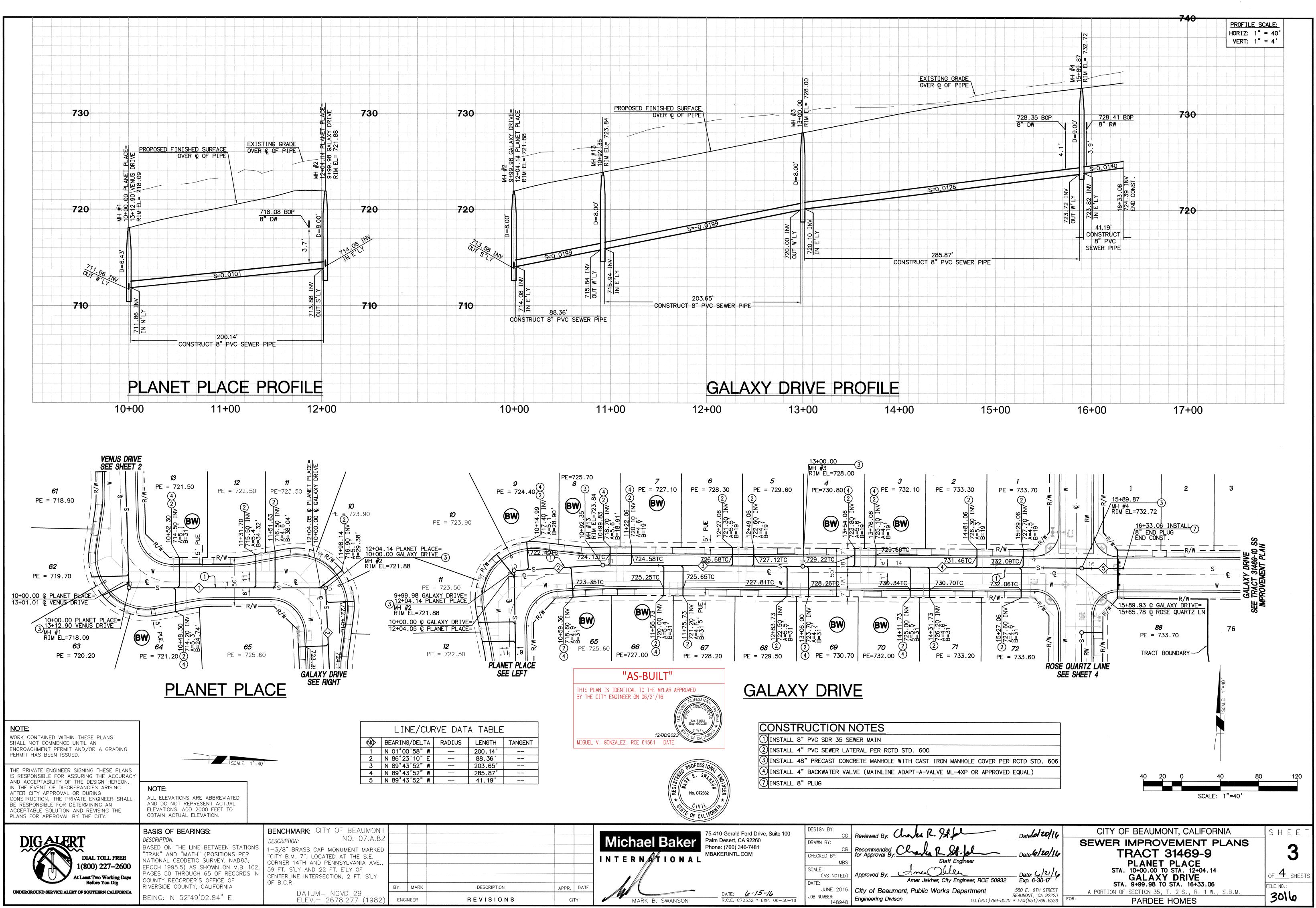
 IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
 QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL

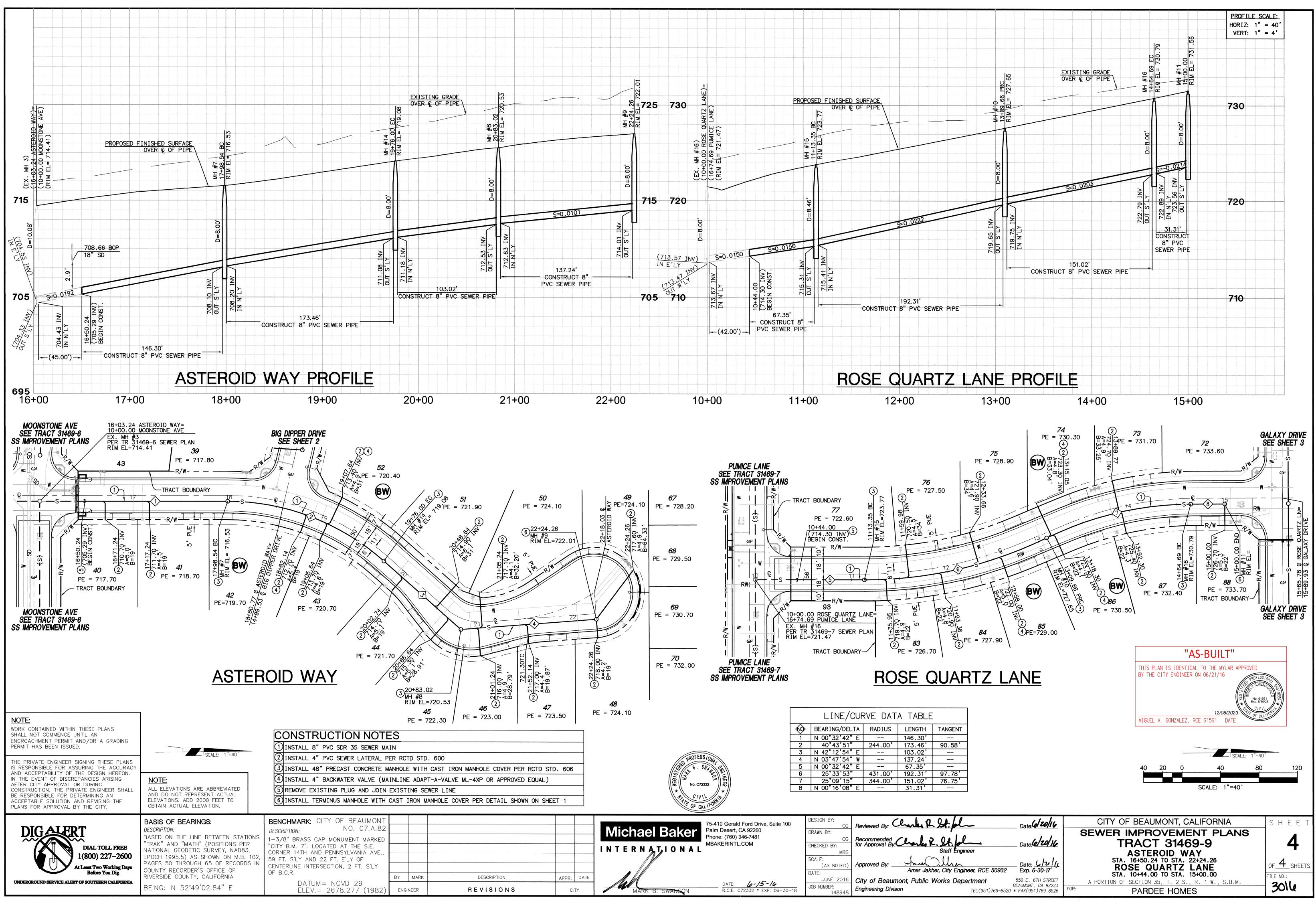
QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, 4. THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR

APPROVAL BY THE CITY. 5. CONTRACTOR TO VERIFY TIE-IN FLOW LINES AND/OR INVERT ELEVATIONS PRIOR TO BEGINNING OF ANY CONSTRUCTION AND SHALL NOTIFY OWNER/ENGINEER OF ANY DISCREPANCIES.

S PERMIT#: WDID 833C365;	SYSTE REMO NOTE TRENO ALLO	CONSTRUCTION TO BE PLUGGED UNTIL SEW EM IS APPROVED FOR SERVICE. PLUG TO B VED IN PRESENCE OF PUBLIC WORKS INSPE	E CTOR. 9 NOT UBMITTED
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nles R. St. bl		CITY OF BEAUMONT, CALIFORNIA	SHEET
ales R. Stiple Staff Engineer	Date: 6/20/14	SEWER IMPROVEMENT PLANS TRACT 31469-9	1
mer Jakher, City Engineer, RCE 50932	_ Date: <u>4 2   1よ</u> Exp. 6-30-17	TITLE SHEET * VICINITY MAP * GENERAL NOTES	OF_4_SHEETS
Public Works Department	550 E. 6TH STREET	A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.	FILE NO.:
-	BEAUMONT, CA 92223 * FAX(951)769.8526	FOR: PARDEE HOMES	3016







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