City of Beaumont



550 E. 6th Street Beaumont, CA 92223 (951) 769-8520 www.beaumontca.gov Case No. PW2023-1087
Receipt No. R01365359
Fee \$3,915.00
Date Paid 11/30/2023

BOND EXONERATION APPLICATION

Bono	d Type: 🗷 Performan	ce Maintenance Final Monu	ment Inspection Other:				
1.	Contact's Name A	tact's Name Audrey M Inskeep Phone 619 823-5654					
2.	Contact's Address PO Box 12409, El Cajon, CA 92022						
_			City/State/Zip				
5.	Contact's E-mail	udrey@oppmanagement.net					
3.		Beaumont Sundance, LLC	Phone 619 823-5654				
	(If corporation or part	nership application must include names	of principal officers or partners)				
4.	Developer Addres	s 1059 Tierra Del Rey, Suite L, Chula	Vista, CA 91910				
	-		City/St/Zip				
5.		Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):					
		R 4423702 PAYMENT AND PERINGS AVE AND PATRIOT W					
6.	to the best of my k		IPLETENESS: I hereby certify that application and all attached answers				
	RON LISTER	Kon lister	11/27/2023				
	Print Name and Si	gn — Contacto Applicant	Date				
7.	employees and vo costs (including w of or in connection comply with any of	lunteers from and against any and ithout limitation costs and fees of a with contractor's performance or	ond exoneration is requested, except				
	RON LISTER	Kon Lister	11/27/2023				
	Print Name and Si	gn – 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.

	DocuSigned by:	
RON LISTER	Ron lister	11/27/2023
Print Name and	Sign – Contact/Applicant	Date



Punch List

Project Name: Beaumont Sundance LLC (Patriot Way & Highland Springs Ave.) **Tract No.**

Perfor	rmance	PW 2023-1087	Bond No. 4423702	Traffic Signal Imp.
Inspected By: Alex Stanko			Page: 1	Date: December 12, 2023
Item No.	C	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	Provide updated	as-builts.	Alex Stanko 12/13/2023	Alex Stanko 12/13/2023
2	_	accordance with timing by of timing card in box.	Alex Stanko 08/01/2024	Alex Stanko 08/01/2024
3	Main Driveway S needs to be repa	ignal Box frame (Detail B) ired (Sheet 2).	Alex Stanko 08/01/2024	Alex Stanko 08/01/2024
4	Thermoplastic St Driveway (Sheet	riping is failing at Main 3).	Alex Stanko 10-25-24	Alex Stanko 10-25-24
5	Traffic signal lids (Sheets 2 & 4).	on pull boxes are cracked	Alex Stanko 08/01/2024	Alex Stanko 08/01/2024
6	Verify all lights a	re working correctly.	Alex Stanko 08/01/2024	Alex Stanko 08/01/2024
7	Place bags over I functional yet.	ights that are not	Alex Stanko 08/01/2024	Alex Stanko 08/01/2024
		INCH LIST 08-01-2024*** INCH LIST 10-25-2024***		

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and BEAUMONT SUNDANCE, LLC (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated ________, and identified as CORPORATE CENTER TRAFFIC SIGNAL IMPROVEMENTS is hereby referred to and made a part hereof; and:

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

NOW, THEREFORE, we, the Principal and SURETEC INSURANCE COMPANY("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of THOUSAND ONE HUNDRED AND 00/100 dollars (\$22,100.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

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

[signatures on following page]

SIGNED AND SEALED THIS 6TH DAY OF	DECEMBER , 20 24 .
(Seal)	(Seal)
SURETEC INSURANCE COMPANY SURETY By:	BEAUMONT SUNDANCE, LLC PRINCIPAL By:
(Name) JOHN G. MALONEY	(Name) BENJAMIN SHLOMI
(Title) ATTORNEY-IN-FACT	(Title) MANAGER
(Address) 3111 CAMINO DEL RIO NORTH, SUITE 900 SAN DIEGO, CA 92108	(Address) 1059 TIERRA DEL REY, SUITE L CHULA VISTA, CA 91910

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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verifies only the identity of the individual who signed the document ness, accuracy, or validity of that document.
)
}
SANDRA FIGUEROA, NOTARY PUBLIC
Here Insert Name and Title of the Officer
JOHN G. MALONEY
Name(s) of Signer(s)
lence to be the person(s) whose name(s) is/ are subscribed that he/ she/they executed the same in his/ her/their ignature(s) on the instrument the person(s), or the entity d the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Signature of Notary Public
PTIONAL
an deter alteration of the document or his form to an unintended document.
Number of Pages:
Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian of Conservator Other: Signer is Representing:

POA #: 510868

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Helen Maloney, Mark D. latarola, John Maloney, Sandra Figueroa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June , A.D. 2024 .



SURETEC INSURANCE COMPANY

Michael C. Keimig, President

State of Texas County of Harris

SS:

On this 20th day of June , A.D. 2024 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed, Notary Public My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6TH

of DECEMBER

2024 , A.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510868 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CIVIL CODE § 1189

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 Los Angeles

On <u>January 13, 2025</u> before me, <u>Muthiah Nachiappan</u>, <u>Notary Public</u>, personally appeared <u>Benjamin Shlomi</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



WITNESS my hand and official seal.

Signature/

Muthian Nachiappan, Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

	on of Attached Document be of Document:	Maintenance Bond		
Date Docu	ment Signed:	01/13/2025	Number of Pages:	Two (2) Pages
Signer(s)	Other Than Named Above:	N/A		
Capacity(i Signer's N	les) Claimed by Signer ame:	Benjamin Shlomi		
	Individual Corporate Officer – Title(s): Partner – Limited General Attorney in Fact Trustee Guardian or Conservator Other:	Manager		RIGHT THUMBPRINT OF
Signer Is F	Representing:	Beaumont Sundance, LLC		



November 8, 2023

Jan Harriman
Beaumont Sundance, LLC
38 Cormorant Circle
Newport Beach, California 92660
JFMcK@aol.com

Re: Change of Responsible Party Statement - Engineer of Record Traffic Signal Plans at Highland Avenue & Main Driveway

Sundance Corporate Center Beaumont, CA

Dear Jan:

Per our discussion, please see Change of Responsible Party Statement below for distribution to the appropriate party at the City of Beaumont, California.

Change of Responsible Party Statement

Michael Baker International, Inc. as the new engineer of record shall assume the responsibility for asbuilts to documents prepared by the previous engineer of record. Michael Baker International as the new engineer of record shall assume all responsibility for any subsequent work on this project under the project permit within our review, including any exceptions noted by the original engineer.

Please contact me if any additional information is required.

Sincerely,

Joanne Tyler, PE, PLS, QSD

Michael Baker International, Inc.

City of Beaumont PW 2018-0276

TRAFFIC SIGNAL COST ESTIMATE

Table 1

Date:

February 21, 2019

Location:

Highland Springs at Commercial

Drive

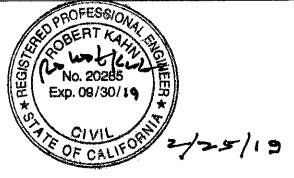
Rv.

Job Number: 2467-18-01

RK Engineering Group, Inc.

Prepared for:

Ву:	RK Engineering Group, Inc.	Prepared for:					
Item No.	Description	Oty,	Unit	Unit Cost	Item Cost		
2	Controller w/ Cabinet (Type 2070E)	1	Ea.	\$11,900.00	\$11,900		
7	Install Controller/Cabinet	1	Ea.	\$1,320.00	\$1,320		
11	Detector Rack And Power	1	Ea.	\$1,600.00	\$1,600		
13	Elect. Service Meter (Type III)	1	Ea,	\$2,640.00	\$2,640		
15	Type 1A Pole (10'h)	4	Ea.	\$774.00	\$3,096		
18	Type 17 Pole (30'h) - 20' Mast Arm	1	Ea.	\$5,200,00	\$5,200		
25	Type 26 Pole (30'h) - 40' Mast Arm	2	Ea.	\$7,400.00	\$14,800		
37	Foundation (Controller)	1	Ea.	\$1,400.00	\$1,400		
38	Foundation (Service Meter)	1	Ea.	\$800.00	\$800		
39	Foundation, 24" x 3'd (No Re-bar) <type 1a=""></type>	4	Ea.	\$600.00	\$2,400		
42	Foundation, 36" x 7'd (Re-bar) <type 17,18-27(c3)=""></type>	4	Ea.	\$1,500.00	\$6,000		
46	Signal Head,12"Ø 3-section LED	8	Ea.	\$1,000.00	\$8,000		
48	Signal Head,12"Ø 5-section LED	8	Ea.	\$1,500.00	\$12,000		
50	LED Module, Signal (Arrow: R,Y or G)	8	Ea.	\$250,00	\$2,000		
51	LED Module, Signal (Ball: R,Y or G)	8	Ea.	\$320.00	\$2,560		
52	Ped Signal Head, LED	8	Ea.	\$1,200.00	\$9,600		
54	Ped Push Button (P.P.B.), ADA Compliant	.8	Ea.	\$200.00	\$1,600		
55	Illuminated Street Name Sign (I.1.S.N.S.)	4	Ea.	\$1,300.00	\$5,200		
56	Luminaires	4	Ea.	\$1,200.00	\$4,800		
58 ,	Pull Box #5	6	Ea.	\$700.00	\$4,200		
59	Pull Box #6	8	Ea.	\$750.00	\$6,000		
60	Puli Box #6E	1	Ea.	\$800.00	\$800		
66	2" Condult (Jacked)	170	LF	\$30.00	\$5,100		
70	3" Conduit (Jacked)	151	LF	\$43.50	\$6,569		
74	4" Conduit (Jacked)	150	LF	\$60.00	\$9,000		
83	Video Detection System (Iteris)	1	LS	\$36,960,00	\$36,960		
85	Opticom Cable	335	LF	\$2.64	\$884		
86	Opticom Detector	4	Ea.	\$660.00	\$2,640		
92	Signal Interconnect Cable (S.I.C.), 12-Pair #22	900	LF	\$2.44	\$2,198		
95	S.I.C., Radio Spread Spectrum (ant.,cable,receiver & install)	1	LS	\$4,620.00	\$4,620		
128	Furnish & Install Caltrans Approved Battery Backup System	1	LS	\$6,600.00	\$6,600		
137	Furnish & Install Mast Arm Mounted Sign	7	Ea.	\$240.00	\$1,680		
			-	SUBTOTAL -	\$184,167 ⁻		
		Con	tingencies	20.00%	\$36,833		
				TOTAL	\$221,000		



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

(Tract Map/Parcel Map/Plot Plan No.

THIS	SECUR	ITY	AGREEM	ENT	is	made	by	and	betwe	een	CITY	OF	BEAU	MONI
("CITY")	and	BEA	AUMONT	SUN	ID.	ANCE,	L	LC,	a	CA	LIFO	RNIA	LIM	INTED
LIABILITY	compa	ıny (ʻ	'DEVELO	PER").									

RECITALS

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

AGREEMENT

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

- 1. <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. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form 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.
- General Liability and Worker's Compensation Insurance. The DEVELOPER 6. 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. 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. <u>Indemnification.</u> 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. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. <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.

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

CITY OF BEAUMON

By

Mayor

Poto

BEAUMONT SUNDANCE, LLC, a CA limited

liability company

By

Solomon Levy

Date: 03/11/2019

Title: MANAGING MEMBER - -

Address: PO BOX 12409

EL CAJON, CA 92022

3

BOND NO.: 4423702

PREMIUM: \$4,920.00
Basic Gov (Sales Force) # PWADIS-0276

File # 3257

THE TERM OF THIS BOND IS TWO (2) YEARS

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of BEAUMONT SUNDANCE, LLC (hereinafter Agreement To Provide Security For Improvements dated, 20, whereby Principal agree public improvements itemized and described on Tract May which is hereby incorporated herein and made a part here	designated as "Principal") have entered into For Tract Map Or Parcel Map Or Plot Plan, ses to install and complete certain designated Map, Parcel Map or Plot Plan No. 35789,					
WHEREAS, Principal is required under the term faithful performance of said agreement.	ns of the said agreement to furnish a bond for the					
NOW, THEREFORE, we, the Principal and SURETEC INSURANCE COMPANY, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of TWO HUNDRED TWENTY ONE THOUSAND AND 00/100 dollars (\$ 221,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.						
The condition of this obligation is such that if the 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 WHEREOF, this instrument has above named, onMARCH 6, 20_19	been duly executed by the Principal and Surety					
PRINCIPAL:	SURETY:					
BEAUMONT SUNDANCE, LLC By	By Man O. Adarola					
Title SOLOMON LEVY, MANAGING MEMBER	Title MARK D. IATAROLA, ATTORNEY-IN-FACT					

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 SAN DIEGO before me, LENASA DESHON SCOTT, NOTARY PUBLIC 3/6/2019 Here Insert Name and Title of the Officer MARK D. IATAROLA personally appeared _____ Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. LENASA DESHON SCOTT I certify under PENALTY OF PERJURY under the COMM. # 2237173 laws of the State of California that the foregoing SAN DIEGO COUNTY paragraph is true and correct. NOTARY PUBLIC-CALIFORNIAZ MY COMMISSION EXPIRES WITNESS my hand and official seal. APRIL 07, 2022 Signature, Place Notary Seal and/or Stamp Above - 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: _____ Number of Pages: ____ Document Date: _ Signer(s) Other Than Named Above: ___ Capacity(ies) Claimed by Signer(s) Signer's Name: MARK D. IATAROLA Signer's Name: □ Corporate Officer – Title(s): ___ ☐ Corporate Officer — Title(s): ___ □ Partner - □ Limited □ General □ Partner – □ Limited □ General Attorney in Fact □ Individual □ Individual 🛛 Attorney in Fact ☐ Guardian of Conservator ☐ Guardian of Conservator ☐ Trustee □ Trustee

□ Other: □

Signer is Representing: ___

Signer is Representing: ____

□ Other: □

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Helen Maloney, Mark D. latarola, John G. Maloney, Sandra Figueroa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April,

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to e hereto affixed this 9th day of July , A.D. 2018 .

State of Texas County of Harris

, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

> XENIA CHAVEZ Notary Public, State of Texas \$ Comm. Expires 09-10-2020 Notary ID 129117659

Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

day of

2019, A.D.

Any instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

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 San Diego

On MARCH 12,2019		h Conway, Notary Public name and title of the officer)
subscribed to the within instrument	atisfactory evidence to be and acknowledged to m s), and that by(his/her/the	be the person(s) whose name(s)(is)a) e that the same in e that the same in eir signature(s) on the instrument the acted, executed the instrument.
I certify under PENALTY OF PERJU paragraph is true and correct.	JRY under the laws of t	ne State of California that the foregoing
WITNESS my hand and official sea	l. -////	JOSEPH CONWAY Notary Public - California
Signature	(Seal)	San Diego County Commission # 2263535 My Comm. Expires Nov 16, 2022

BOND NO.: 4423702

PREMIUM: INCLUDED IN PERFORMANCE BOND

THE TERM OF THIS BOND IS TWO (2) YEARS

EXHIBIT "B"

PAYMENT BOND

	ity of Beaumont, State of California, and or designated as "the Principal") have entered into
Agreement To Provide Security For Improvements	For Tract Map Or Parcel Map Or Plot Plan, grees to install and complete certain designated of Map, Parcel Map or Plot Plan No. 35789,
WHEREAS, under the terms of the said agreement the performance of the work, to file a good and sufficisecure the claims to which reference is made in Section California.	
NOW, THEREFORE, the Principal and the upon bound unto the City of Beaumont and all contractors, persons employed in the performance of the said agreement the Civil Code in the sum of TWO HUNDRED TWENTY ONE materials furnished or labor thereon of any kind, or for Act with respect to this work or labor, that the Surety was amount hereinabove set forth, and also in case suit is breace amount thereof, costs and reasonable expenses incurred by the City in successfully enforcing this obligate taxed as costs and to be included in the judgment there	ment and referred to at Section 8000, et seq., of THOUSAND AND 00/100 dollars (\$_221,000.00_), for amounts due under the Unemployment Insurance will pay the same in an amount not exceeding the ought upon this bond, will pay, in addition to the and fees, including reasonable attorney's fees, ation, to be awarded and fixed by the court, and to
It is hereby expressly stipulated and agreed that persons, companies, and corporations entitled to file c Code, so as to give a right of action to them or their assignment.	this bond shall inure to the benefit of any and all laims under Section 8000, et seq., of the Civil gns in any suit brought upon this bond.
Should the condition of this bond be fully performed, otherwise it shall be and remain in full force and experience of the condition of this bond be fully performed.	ormed, then this obligation shall become null and ffect.
The Surety hereby stipulates and agrees that no to the terms of the agreement or the specifications accordingations on this bond, and it does hereby waive not addition.	change, extension of time, alteration, or addition mpanying the same shall in any manner affect its tice of any such change, extension, alteration, or
IN WITNESS WHEREOF, this instrument has above named, onMARCH 6, 20 _19	been duly executed by the Principal and Surety
PRINCIPAL:	SURETY:
BEAUMONT SUNDANCE, LLC	SURETEC INSURANCE COMPANY
By 200	By Mar O. Salarolo
Title SOLOMON LEVY, MANAGING MEMBER	Title MARK D. IATAROLA, ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 3/6/2019 before me, LENASA DESHON SCOTT, NOTARY PUBLIC

Date Here Insert Name and Title of the Officer

MARK D. IATAROLA

Name(s) of Signer(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTI	ONAL
Completing this information can of fraudulent reattachment of this to	deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	
Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: MARK D. IATAROLA □ Corporate Officer – Title(s): □ □ Partner – □ Limited □ General □ Individual	Signer's Name: Corporate Officer — Title(s): Partner — □ Limited □ General Individual □ Attorney in Fact □ Trustee □ Guardian of Conservator □ Other:

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Helen Maloney, Mark D. latarola, John G. Maloney, Sandra Figueroa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April,

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to e hereto affixed this 9th day of July , A.D. 2018 .

John Knox Jr., CB

State of Texas County of Harris SS:

On this 9th day of July, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

> XENIA CHAVEZ Notary Public, State of Texas Comm. Expires 09-10-2020 Notary ID 129117659

Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this

6TH day of

2019, A.D.

Any instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

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 San Diego

On MARCH 12 ,2019 before	ore me, Joseph Conway, Notary Public
	(insert name and title of the officer)
	actory evidence to be the person(s) whose name(s) is are
his/her/their authorized capacity(les), ar	acknowledged to me that (he) she/they executed the same in that by his/her/their signature(s) on the instrument the hisch the personic acted, executed the instrument.
I certify under PENALTY OF PERJURY paragraph is true and correct.	under the laws of the State of California that the foregoing
WITNESS my hand and official seal.	JOSEPH CONWAY
Signature	(Seal) Notary Public - California San Diego County Commission # 2263535 My Comm. Expires Nov. 16, 2022

TRAFFIC SIGNAL AND SIGNING AND STRIPING PLANS FOR HIGHLAND SPRINGS AVENUE AT MAIN DRIVEWAY

being used whenever message length permits.

illuminated street name signs.

submitted to the Engineer for approval prior to fabrication.

Q. EMERGENCY VEHICLE PRE-EMPTION:

P. INTERNALLY ILLUMINATED STREET NAME SIGNS:

Internally Illuminated Street Name Signs (I.I.S.N.S.) shall be double-faced Edge-Lit L.E.D.

Sign legends shall be translucent white on blue with 12-inch upper case and 9-inch lower

case letters. Minimum copy size for the legend shall be Series C with Series D or E

Details of color, style, borders and spacing shall conform to the standard established by

"Periods" shall not be used on abbreviations. Full—size layouts for each legend shall be

The sign fixture shall be designed and constructed to prevent deformation or failure when subjected to 100 mph wind loads, as set forth in the AASHTO publication, Standard Specifications for Structural Supports of Highway Signs, Luminaries, and Traffic Signals, and amendments thereto. The sign panels shall not deform or warp under a 100 mph wind loading. A certificate of Compliance conforming to the provisions in Section 6–1.07,

The signs shall be attached to a 10-foot arm extending from shaft of the pole above and parallel to the signal most arm. Each 10-foot arm shall have 3 mounting tabs

welded to it. The tabs shall be spaced to allow installation of either an eight foot or

ten foot sign. A set bolt shall be used to assure the mast arm will not change position

The mounting assembly shall be designed and constructed to prevent failure when subjected to 100 mph wind loads, as set forth in the ASHTO publication, Standard Specifications for Structural Supports of Highway Signs, Luminaries, and Traffic Signals, and amendments

The pre-emption system shall be able to identify certain designated vehicles as high priority (emergency types such as fire, police, etc.) and low priority (transit types) via a transmitted optical signal and process for activation of the appropriate phase green or hold a displayed phase green. Pre-set codes in the systems processor (phase selector) shall recognize each vehicle's priority and its class (fire, bus, etc.). The system shall operate on a first come, first served basis except that high priority vehicles shall take precedence over low priority vehicles.

A complete intersection vehicle pre-emption system shall be installed at the intersections as indicated on the contract plan(s) and shall consist of optical detectors (signal receivers) mounted on the indicated signal pole's mast arm (the exact position to be determined in the field); an encoded phase selector within the controller cabinet to activate the phase green; and all cabinet and field wiring to provide an operating system.

The optical detector shall be housed in a weather proof high impact non-corrosive fabricated material; mounting hardware shall also be non-corrosive. Said detector shall incorporate a built—in terminal strip for wire connections.

The optical detector shall have an adjustable responsive range up to 2,500 feet from a discrete optical light source; said discrete light source shall be identified for the proper

pre—emption. Operating ambient temperature range shall be —30C to +60C. To achieve optimum operation, the appropriate detector to receive the required optical inputs and electrical outputs (to phase selector) shall be as recommended by the manufacturer.

The phase selector unit provided shall be for either the Model 170E controller or a N.E.M.A. controller as indicated on the plan(s). Installation shall not cause cabinet modification or disrupt normal traffic signal operation unless a valid transmittal is received from an optical detector. The phase selector shall be a two channel device and provide the following functions and features:

High priority signals shall override low priority signals in the same channel or from channel to channel.

All valid signals shall be logged and stored in non-volatile memory; data shall be maintained when power is removed. The following information shall be stored:

(f) Final greens at end of call

h) Tirne call ended (real time)

) Duration of final greens displayed

(i) If vehicle passed through intersection

- Only one priority control output (phase green) shall be active at a time.

- A port (RS 232 interface) for remote communication via modern.

MODEL 2070E CONTROLLER ASSEMBLIES:

The controller unit, Model 2070E, and its cabinet, Model 332L, shall be in

accordance with the provisions of Section No. 86 "Signals, Lighting and Electrical Systems" of the latest edition of the State of California Standard Specifications

Furnishing and installing the required controller assemblies shall be in accordance

All Model 2070E controllers supplied shall have dual Asynchronous Communications

Interface Adaptor (ACIA) capability. Dual ACIA's shall be integral to the controller

with the current edition of the State of California Standard Plans, Standard

Specifications, the construction plans and the special provisions and these

unit. Horizontal printed—circuit board controllers will not be accepted.

Certificates of Compliance, shall be submitted by the manufacturer with each lot of internally

SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS FOR TRAFFIC SIGNAL PROJECTS

A. DESCRIPTION:

All new installations and modifications to traffic signals and highway lighting shall conform to the provisions in Section 86, "Signals and Lighting," of the State of California Department of Transportation (CalTrans) Standard Specifications and Standard Plans (latest version), the latest CA-MUTCD (California Manual on Uniform Traffic Control Devices), County of Riverside Ordinace 461 and these Special Provisions. Traffic signal work is to be performed at the following location:

HIGHLAND SPRINGS AVENUE AT COMMERCIAL DRIVE

B. EQUIPMENT LIST AND DRAWINGS:

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing so that when the cabinet door is fully open, the drawing is oriented with

The Contractor shall furnish a maintenance manual for all controller units, auxiliary equipment and vehicle detector sensor units, control units and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following items:

- (a) Specifications
 (b) Design characteristics
 (c) General operation theory
- Function of all controls
- Troubleshooting procedure (diagnostic routine) Block circuit diagram
- Geographical layout of components
- Schematic diagrams List of replaceable component parts with stock numbers

The Contractor is required to submit to the Engineer "as—built" prints prior to the City's accepting the installations. The prints shall indicate in red all deviations from the contract plans, such as location of poles, pull boxes and runs, depths of conduit, number of conductors and other appurtenant work for future reference.

The Contractor shall also furnish cabinet inventory sheets. These sheets shall include serial and model numbers of all equipment contained in the cabinet.

The Contractor shall create the initial signal settings and timings for the proposed traffic signal controller operation. A copy of the timing sheet shall be submitted to the City Engineer for approval prior to installation.

C. FOUNDATIONS:

Portland cement concrete shall contain not less than 470 pounds of cement per cubic yard, except concrete for reinforced pile foundations, which shall contain not less than 564 pounds

D. STANDARDS, STEEL PEDESTALS AND POSTS:

Where the Standard Plans refer to the side tenon detail at the end of the signal mast arms the applicable tip tenon detail may be substituted.

The traffic signal poles shall not be installed prior to the installation of the traffic signal

The signs and sign mounting hardware as shown on Detail "U" of Standard Plan ES-7N shall be installed at the locations shown on the plans.

E. CONDUIT:

Metallic type conduit shall not be used.

Conduits shall be Type 3, Schedule 80 Polyvinyl Chloride (PVC).

Conduits shall be installed via jacking or drilling per Section 86-2.05C, "Installation," of the Standard Specifications.

After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound. All conduit shall be 2", unless otherwise noted.

F. PULL BOXES:

Recesses for suspension of ballast's will not be required.

Plastic type pull boxes may be used.

All pull boxes shall be #5, unless otherwise noted.

Pull boxes installed in unimproved area shall be marked with a Type L marker and be

G. LUMINARIES:

Luminaries shall be L.E.D. with type—III distribution and with a dual Type V photoelectric control assembly shall be located within the Service Cabinet.

H. L.E.D. DRIVER:

L.E.D. driver for luminaries shall be mounted within luminaries housing.

DAYS BEFORE

YOU DIG

I-800-227-2600

I. CONDUCTORS AND WIRING:

Splices shall be insulated by "Method B."

BONDING AND GROUTING:

Grounding jumper shall be attached by a 3/16 inch or larger brass bott in the signal standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation

Equipment grounding conductors will not be required in conduit containing loop lead—in cables only.

The twelfth paragraph in Section 86-2.11, "Service," of the Standard Specifications is amended to read:

"The Contractor will arrange with the serving utility to complete service connections for both temporary and permanent installations. The Contractor shall pay all costs and fees required by the utility. The City will provide Contractor with address for service cabinet."

Conduit runs between service locations and electrical circuits shall not be placed until the service locations have been verified by the serving utility.

The Contractor shall contact Southern California Edison (SCE) with sufficient time prior to the installation of signal service conduit runs or for the requirement of the new signal service — the exact location and depth required for stub—out from existing power poles, underground vaults, manholes or pull boxes shall be confirmed.

L. VEHICLE SIGNAL FACES AND SIGNAL HEADS:

All lamps for traffic signal units shall be furnished by the Contractor and must conform to the latest Callrans signal lamp specifications.

Lenses shall be Light Emitting Diode (LED), unless otherwise noted.

Signal section housings shall be metal type.

All vehicle indications shall be 12" diameter and shall have back plates, unless

M. PEDESTRIAN SIGNALS:

Pedestrian Signal Mounting Assemblies and Pedestrian Signal Housings shall be made from the same manufacturer and the section assemblies shall be uniform in appearance and alignment. Pedestrian signals shall be provided with a polycarbonate egg crate or Pedestrian signals shall be equipped with light emitting diode countdown pedestrian module.

N. DETECTION:

VIDEO DETECTION

ITERIS VersiCam video detection camera shall be used per this project. Detection camera shall be installed on most arm

O. BATTERY BACK-UP SYSTEM:

The Battery Back-Up System BBS to be installed shall be consistent with the Riverside County specifications for battery back-up systems, dated February 26, 2008.

This specification establishes the minimum requirements for a complete emergency battery back—up system (BBS) for use with Light Emitting Diode (LED) Traffic Signal Modules. The BBS shall include but, not be limited to the following: inverter/charger, power transfer relay, batteries, a separate manually operated non—electronic bypass switch (See Figure 1 — BBS Block Diagram) and all necessary hardware and interconnect wiring. The BBS shall provide reliable emergency power to a traffic signal system (Vehicle and Pedestrian Traffic) in the event of a power failure or interruption.

The BBS shall be capable of providing power for full run—time operation for an "LED—only" intersection (all colors: red, yellow, green and pedestrian heads) or flashing mode operation for an intersection using Red LED's.

The BBS shall be designed for outdoor applications, in accordance with the Transportation Electrical Equipment Specifications (TEES), dated August 16, 2002, Chapter 1, Section 8

The BBS shall be listed on the Caltrans Acceptable Brands List (ABL).

The BBS for traffic signal shall have been installed and operational for a period of one year at an intersection in the United States.

Unless specified otherwise, the Battery Backup system Batteries shall be external to the controller cabinet, as specified under Section 2.3 "External Battery Cabinet Option" herein.

DECLARATION OF ENGINEER OF RECORD

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

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

LICENSE No. R.C.E. 20285 EXP. 09-30-2019

NOTICE TO CONTRACTORS

PURSUANT TO ASSEMBLY BILL 3019, NO EXCAVATION PERMIT IS VALID UNLESS THE FOLLOWING IS PERFORMED:

 UNDERGROUND SERVICE ALERT HAS BEEN CONTACTED AND HAS PROVIDED INQUIRY I.D.# 2. THE UNDERSIGNED AGREES TO CONTACT AND OBTAIN AN INQUIRY I.D.# FROM UNDERGROUND SERVICE ALERT (800) 227-2600 AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

POLE RELOCATION TO AVOID CULVERT CONFLICTIONS. SEE POLE & EQUIPMENT S-BUILT POLE LOCATIONS ON SHEET 5 DESIGNED BY:

No. 20285 Exp. 9/30/19 CIVIL

4000 Westerly Place, Suite 280 Newport Beach, CA 92660 P: 949.474.0809 F: 949.474.0902

permanently attached. The non-slip laminate SHALL NOT be attached with silicon adhesive. Each Type 2070 controller assembly consisting of a Model 2070E controller unit shall be furnished with completely wired Model 332L Controller cabinet, Model 222 inductive loop detector sensor units, Model 242 isolators, and Model 210 ECL or equivalent conflict monitor. Conflict monitor shall be capable of monitoring green, amber and red indications. 6A 1220 Baud Internal Modem, Model 204 flasher, units, and other equipment required to provide a complete control system shall be furnished. The Model 332 cabinet shall incorporate a Power Distribution Assembly No. 2 (PDA2L)

The complete control system, including the Model 332L cabinet, shall conform to current State of

The cabinet features shall include push-buttons for manual actuation of all vehicular and pedestrian

phases. The buttons shall be rack-mounted. The cabinet shall also be provided with a fluorescent

An aluminum shelf with integral compartment shall be provided as the next unit installed below the 2070E Local Controller, on all 332L Cabinets. The storage compartment shall have telescoping

California, Business and Transportation Agency, Department of Transportation, "Transportation Electrical Equipment Specifications" (TES) and "Traffic Signal Control Equipment Specifications"

The above referenced document is available from the State of California, Department of

lamp for interior lighting and a pull out drawer assembly. Door lock shall be Corbin No. 2.

drawer guides for full extension. The compartment top shall have a non-slip plastic laminate

(TSCES), including issued addenda.

Transportation, Sacramento, for a fee.

A twelve position interconnect terminal strip shall be provided for termination of the interconnect

power distribution assembly. Program 2033 software shall be furnished and installed in each

One C2P modern interconnect harness with a six foot cable shall be wired to the interconnect terminal strip. (Local intersection controller to interconnect terminal strip). In the cabinet in which the Field Master is installed, an additional C2P modern interconnect harness

with a six foot cable shall be wired to the interconnect terminal strip (Field Master controller to

interconnect terminal strip). An additional Model 400 modern shall be furnished for the Field Master oad switch switching circuits shall each be contained in a replacement module (cube type) sealed. in epoxy and rated at 15 amperes load (25 amperes triac). Pin 11 on all load switch sockets shall

be wired to AC. Output indicators shall be installed on all load switches. All load switch sockets shall have individual wire terminals; printed circuit boards will not be allowed.

The switching circuit for the flasher unit shall be contained in a replacement module (cube type) sealed in epoxy. The unit shall be rated for 15 amperes load (25 amperes triac).

The Model 332L cabinet shall be equipped with a thermostatically controlled electric fan with ball or roller bearings. A capacity rating of at least 100 cubic feet per minute is required.

Cabinet finish (interior and exterior) shall be anodic coating.

Two (2) complete manuals and four (4) complete cabinet wiring diagrams for each furnished controller assembly shall be supplied in accordance with the above referenced April of 1978 Specifications. The cabinet wiring diagram shall include a reduced schematic drawing (aox. 5.5"x5.5") of the project intersection, which shall include the following, information, at a minimum: 1. Basic intersection geometry, including marked lanes and crosswalks, north arrow and

Traffic signal heads with phase designations.
 Pedestrian signal heads with phase designations.
 Loop detectors with input file designations.

The Model 2070E controller and controller cabinet shall be manufactured and furnished by the same manufacturer, and shall form a complete functional controller system capable of providing the traffic signal operation specified. All traffic control equipment to be furnished shall be currently acceptable to CALTRANS. Laboratory, Sacramento, CA, and shall currently be listed on the Department of Transportation Quality Production List (QPL).

The supplier shall perform operational and functional testing of the supplied controller assemblies and additional supplied equipment in accordance with the specifications of the State of California

Said tests shall be performed in accordance with current State of California Department of Transportation guidelines; and a Certificate of Compliance shall be issued for each successfully tested controller assembly and additional supplied equipment.

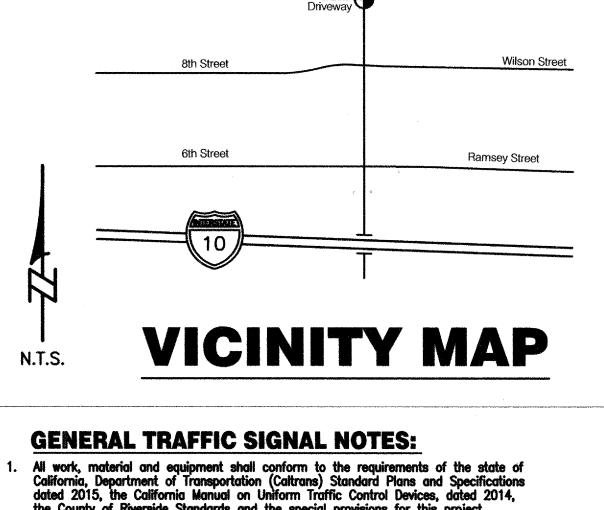
The requirement for the operational and functional testing of the equipment shall be considered as included in the lump sum price paid for traffic signal and lighting, and no additional compensation shall be allowed therefore.

Furnishing, transporting, installing and wiring of traffic signal controller assemblies, including labor, equipment, materials and incidentals, shall be considered as included in the lump sum price paid for traffic signal and lighting, and no additional compensation shall be allowed therefore,

R.C.E. NO. 59286

CITY OF BANNING

CITY OF BEAUMONT



Starlight Avenue

the County of Riverside Standards and the special provisions for this project.

Any utility shown on this plan are correct and accurate to the extent of available records and knowledge. However, the contractor is required to take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. Phone underground service alert at (800) 227-2600, a minimum of two working days prior to the start of any excavation.

3. The engineer shall approve the exact location of all equipment placement in the field prior to installation. Contractor shall pothole conflicting utilities as directed by the engineer.

4. The Contractor shall obtain all necessary permits and notify all utility companies minimum of 48 hours prior to the start of construction. All vehicle indications shall be 12" diameter with metal louvered backplates, glass

reflectors and glass lenses, unless otherwise shown. Signal section housings shall be metal. All vehicle indications (Red, Yellow and Green) shall utilize light emitting

All conduit shall be 2" Type 3 schedule 80 PVC, unless otherwise noted. Schedule 40 conduit shall not be used, except for utility service. All conduit under paving shall be installed without open cutting.

7. All pull boxes shall be #5, unless otherwise shown, and shall have a maximum spacing of 500' between pull boxes.

8. Pedestrian indication shall be of the countdown type and utilize light emitting diode (LED) modules. Pedestrian push buttons shall be type 'B' with international symbol plate and

9. Service equipment enclosure shall be separated from the controller by a minimum of 15 feet, and separated from all utility poles by a minimum of 10 feet, unless otherwise directed by the engineer.

10. Type V photoelectric control contractor and test switch assembly shall be installed in the service cabinet. Photoelectric control contractors shall be 60 AMP mercury for

luminaries, and 30 AMP mercury for street name signs. 11. Each new conductor in each new pull box shall be identified as detailed in the conductor schedule with a permanent band in pull boxes and near the end of each conductor where conductors are terminated, permanent identification bands shall be embossed aluminum foil

type with pressure sensitive oil resistant backing. 12. All spares shall terminate at the signal terminal compartments and in the controller cabinet Spares shall be taped on one end and shall be continuous.

13. The Contractor shall furnish and install conductors and cables as needed to provide the intended signal operation, including video detector cables and signal lighting service wires

14. Contractor shall obtain a street right—of—way permit prior to start of work and notify the City of Beaumont and City of Banning field Engineering 48 hours in advance of the work.

15. All salvaged equipment shall be delivered by the contractor, to the City of Begumont maintenance yard; contractor shall give a 48 hour notice to the city prior to all pickup and delivery dates.

16. Splicing of the conductors is not allowed.

INDEX OF SHEETS

TITLE SHEET AND SPECIAL PROVISIONS TRAFFIC SIGNAL AND SIGNING AND STRIPING PLANS HIGHLAND SPRINGS AVENUE AND MAIN DRIVEWAY INTERIM TRAFFIC SIGNAL MODIFICATION PLAN HIGHLAND SPRINGS AVENUE AND MAIN DRIVEWAY INTERIM SIGNING AND STRIPING MODIFICATION PLAN

HIGHLAND SPRINGS AVENUE AND MAIN DRIVEWAY

ULTIMATE TRAFFIC SIGNAL MODIFICATION PLAN

HIGHLAND SPRINGS AVENUE AND MAIN DRIVEWAY

SHEET NO. CITY OF BEAUMONT TITLE SHEET AND SPECIAL PROVISIONS TRAFFIC SIGNAL/SIGNING & STRIPING HIGHLAND SPRINGS AVENUE AND MAIN DRIVEWAY

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NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN **ENCROACHMENT PERMIT AND/OR A** GRADING PERMIT HAS BEEN ISSUED.

A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

ON SHEET 2 AND 4. 08/15/18 08/15/18 CHECKED BY: ECOMMENDED BY: DATE NO. REVISION DESCRIPTION APPR. DATE

a) Class
b) Code
:) Priority
) Direction

e) Call duration

- A test switch for each channel.

and these Special Provisions.

equipment specifications.

- A pilot light and call status indicator lights

Company WALLEN R.C.E. No. 20285 Date: 7 17 19

REVIEWED BY:

ENGINEER OF WORK:

JOANNE S. TYLER

EXP. 08/26/24

REVIEWED BY:

SCALE:

11/8/23

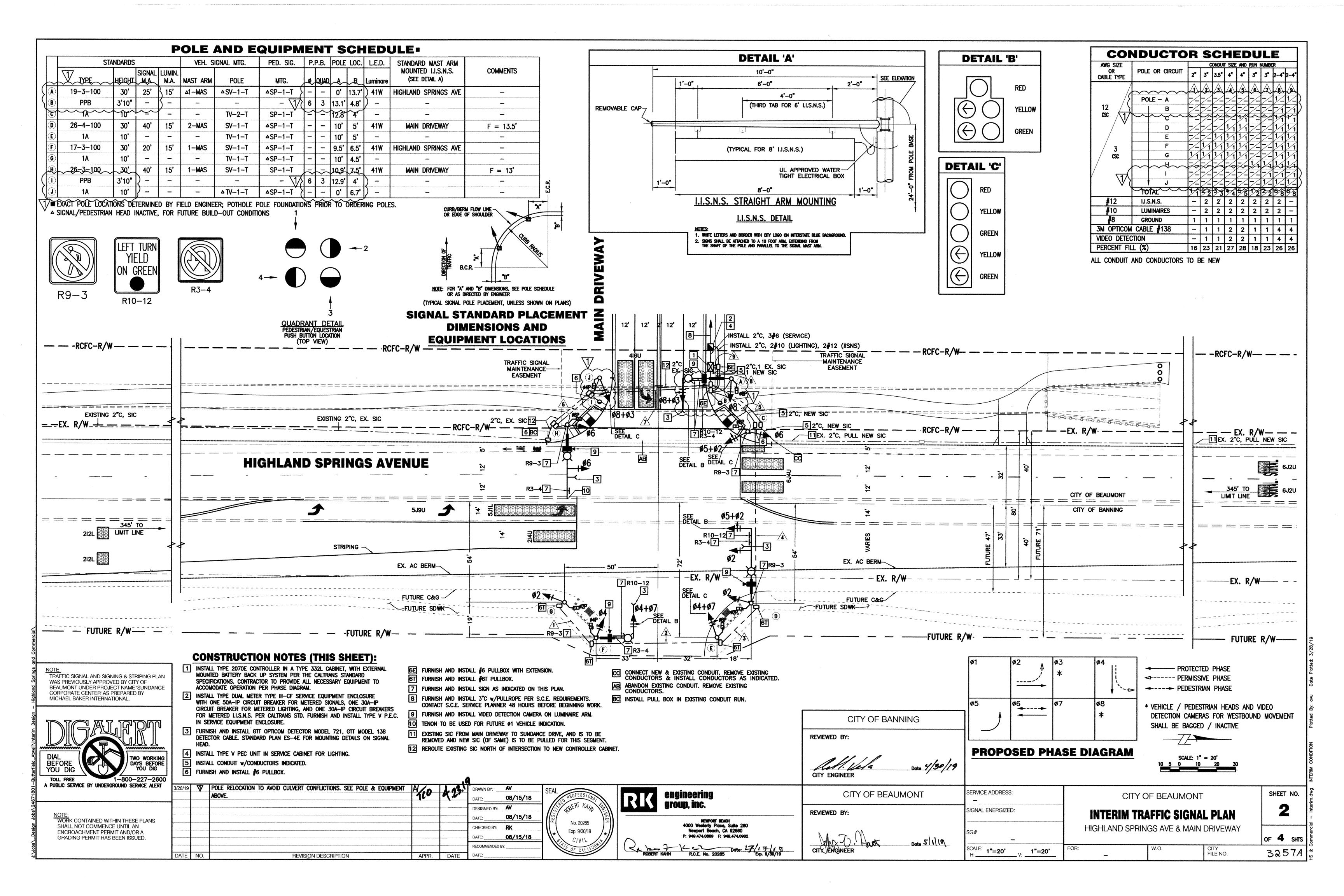
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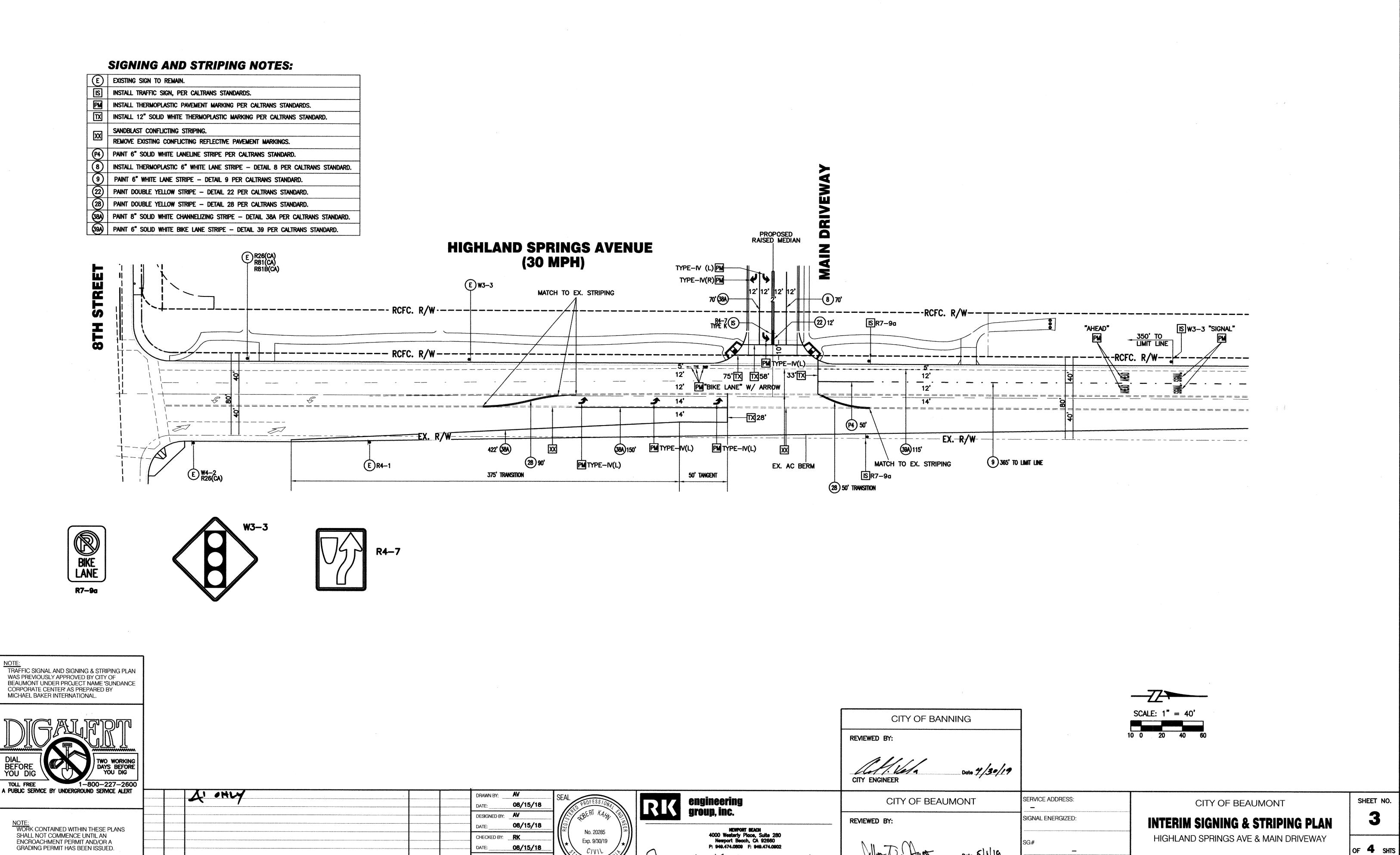
SERVICE ADDRESS:

SIGNAL ENERGIZED:

OF CAL'

FILE NO.





CITY FILE NO.

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1"=40"

RECOMMENDED BY:

DATE:

APPR. DATE

DATE NO.

REVISION DESCRIPTION

