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**CITY OF BEAUMONT**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**TRACT or PARCEL NO. 5570**

DATE OF AGREEMENT: <u>12-01-2022</u>		
NAME OF SUBDIVIDER: <u>High Sand Inc.</u> , a <u>CA Corporation</u> . (hereinafter referred to as "Subdivider").		
NAME/NUMBER OF DEVELOPMENT: _____ subdivision consisting of _____ residential lots, _____, originally approved on _____, and Tentative Tract/Parcel _____ ("Tract/Parcel" or "Tentative Tract/Parcel Map"), originally approved on: _____.		
FINAL TRACT/PARCEL MAP <u>5570</u> APPROVED ON <u>10-3-1973</u> RECORDED ON <u>10-9-1973</u> AS INSTRUMENT NUMBER <u>131938</u> ("Final Tract Map/Final Parcel Map").		
PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").		
EST. TOTAL COST OF PUBLIC IMPROVEMENTS: \$ <u>125,881.30</u> (see Exhibit "B")	EST. TOTAL COST OF PRIVATE IMPROVEMENTS: \$ _____ (see Exhibit "B")	EST. TOTAL COST OF MONUMENTATION: \$ _____ (see Exhibit "B")
BOND NUMBERS: <u>PA12523900006</u>		
LETTER OF CREDIT NUMBERS: _____		
FINANCIAL INSTITUTION: _____		

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and High Sands Inc., a CA Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

#### RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

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

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

1. **Subdivider's Obligation to Construct Improvements.**

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

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

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all rights-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. **Improvement Securities.**

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) \$125,881.30 and 00/100 DOLLARS (\$XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) \$125,881.30 and 00/100 DOLLARS (\$XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) \_\_\_\_\_ and 00/100 DOLLARS (\$ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) \_\_\_\_\_ and 00/100 Dollars (\$X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or

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

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

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

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

**4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the**

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

5. **Reserved.**

6. **Inspections: Final Acceptance and Certification of Improvements.**

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

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

**7. Release of Improvement Securities.**

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two hundred percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

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

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

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

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

**10. Notice of Breach/Default of Subdivider.**

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



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

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the

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

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

**11. Warranty.**

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole

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

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

**13. Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

**14. Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

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

**16. Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

**17. Indemnity/Hold Harmless.**

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

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

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

**18. Sale or Disposition of Subdivision; Assignment.**

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

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

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

19. **Time of the Essence.** Time is of the essence in this Agreement.

20. **Time for Completion of Improvements; Extensions.**

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and



**24. Insurance.**

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor or subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an

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

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.



(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**25. Attorneys' Fees.** In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

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

**27. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

**28. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts

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

**29. Runs with the Land; Recordation.**

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

**30. Authority of Executing Parties.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

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

Subdivider:

HIGH SAND INC  
A CALIFORNIA CORP.

City:

CITY OF BEAUMONT  
a Municipal Corporation

By: Ali Harb  
ALI HARB

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeff Hart, Director Of Engineering/  
Public Works

Attachments: Exhibit A  
Exhibit B

Legal description of Property  
Cost estimates

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Riverside


On 12/09/2022 before me, Elizabeth Perez, Notary Public,  
(Here insert name and title of the officer)

personally appeared Ali Harb

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 of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

Subdivision Improvement Agree  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

PW #: PW2022-0853  
File #: 3451

Bond Number: PA12523900006  
Effective Date: 12/01/2022

**PERFORMANCE BOND**

WHEREAS, the City of Beaumont, State of California, and High Sand, Inc  
(hereinafter designated as "Principal") have entered into  
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,  
dated August 19, 2022, whereby Principal agrees to install and complete certain designated  
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. ,  
which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company ,  
as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal  
sum of <sup>One Hundred Twenty-Five Thousand Eight Hundred</sup> Eighty-One and 30/100 dollars (\$ 125,881.30 ) 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, and well and truly  
keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof  
made as therein provided, on his or their part to be kept and performed at the time and in the manner therein  
specified, and in all respects according to their true intent and meaning, and shall indemnify and save  
harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become  
null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to  
the terms of the agreement or to the work to be performed thereunder or the specifications accompanying  
the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such  
change, extension of time, alteration or addition to the terms of the agreement or to the work or to the  
specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 15th of December, 2022.

(Seal)

(Seal)

**SURETY**

**PRINCIPAL**

By: Philadelphia Indemnity Insurance Company

By: High Sand, Inc

Name: *[Signature]*

Name: Ali B HARB

Title: Heather Boon, Attorney-in-Fact

Title: Pres. Inv

Address: 101 South Phillips Ave., Ste. 102

By: *[Signature]*

Sioux Falls, SD 57104

Name: N/A

Title: N/A

Address: 6783 Canyon Blvd Dr  
Riverside CA 92506

*Please see an attachment of removal of name*

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

# 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 1-3-2023 before me, Dipali J. Patel Notary  
Date Insert Name and Title of the officer

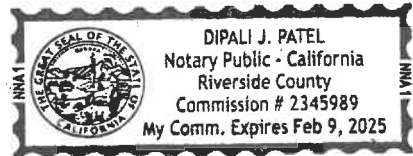
Public, personally appeared Ali B Herb

*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.

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: [Handwritten Signature]

----- OPTIONAL -----

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

Performance Bond  
"High Sand Inc."

**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)**

- Signers Name: \_\_\_\_\_
- Corporate Officer – Title(s) \_\_\_\_\_
  - Partner -  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

- Signers Name: \_\_\_\_\_
- Corporate Officer – Title(s) \_\_\_\_\_
  - Partner -  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Bond Number: PA12523900006

Effective Date: 12/01/2022

**PAYMENT BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, and High Sand, Inc (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August 19, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of \*\*\* dollars (\$ )\$125,881.30 for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. \*\*\* One Hundred Twenty-Five Thousand Eight Hundred Eighty-One and 30/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

*[signatures on following page]*



IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 15th of December, 20 22.

(Seal)


(Seal)

**SURETY**

**PRINCIPAL**

By: Philadelphia Indemnity Insurance Company

By: High Sand, Inc

Name: 

Name: Ah B HAEB

Title: Heather Boon, Attorney-in-Fact

Title: President

Address: 101 South Phillips Ave., Ste. 102

By: 

Sioux Falls, SD 57104

Name: N/A

Title: N/A

Address: 6783 Canyon Blvd

Riverside CA. 92506

*please see an attachment  
Acknowledged*

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

# 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 01.3.2023 before me, Dipali J. Patel Notary  
Date Insert Name and Title of the officer

Public, personally appeared Ali B. Herb

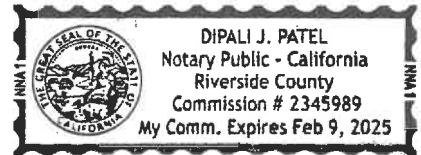
Ali B. Herb  
Name(s) of Signer(s)

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.

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: [Handwritten Signature]



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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: \_\_\_\_\_

"High Payment Bond Sand Inc"

Capacity(ies) Claimed by Signer(s)

Signers Name: \_\_\_\_\_

Corporate Officer – Title(s) \_\_\_\_\_

Partner -  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

Corporate Officer – Title(s) \_\_\_\_\_

Partner -  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**ACKNOWLEDGEMENT OF SURETY**

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 South Dakota

County of Minnehaha

On this 15<sup>th</sup> day of December, 2022, before me personally came \_\_\_\_\_  
Heather Boon to me known, who being by me duly sworn, deposes and says that he is the Attorney-in-Fact of Philadelphia Indemnity Insurance Company, the corporation described in and which executed the foregoing Agreement; that he knows the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed (her)(his) name thereto by like order.

Bucky Cwack  
(Signature of Notary Public)  
My Commission expires \_\_\_\_\_

My Commission Expires:  
August 3, 2028

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

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

**Power of Attorney**

PA12523900006

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Heather Boon its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

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

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

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

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

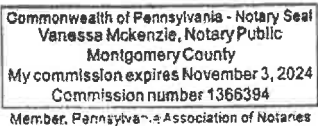


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

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

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of December, 2022

Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**



No further comments  
 NV5  
 09/06/2022

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
 CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Highland Springs Ave PW2022-0853  
 DATE: 19-Aug-22

PP, CUP NO.: --- BY: MTH2 Engineering, Inc.

---

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

---

Streets/Drainage	\$	125,881.30
Sewer	\$	-
Total	\$	125,881.30
Warranty Retention (10%)	\$	12,588.13


Street/Drainage Plan Check Fees = \_\_\_\_\_  
 Sewer Plan Check Fees = \_\_\_\_\_  
 Street Inspection Fees = \_\_\_\_\_  
 Sewer Inspection Fees = \_\_\_\_\_

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

Above amounts do  include additional 20% for recordation prior to having signed plans

Above amounts do not  include additional 20% for recordation prior to having signed plans

 19-Aug-22  
 Engineer's Signature Date



Marten L. Anderson  
 Name typed or printed

Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

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

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Highland Springs Ave PW2022-0853

DATE: 19-Aug-22

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(262,230 sf)	\$ 15.00	\$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) =                      Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	\$ 0.40	\$ -
	C.Y. (f - c)	(b.) Excavate and Export	\$ 1.10	\$ -
		(c.) Import and Fill	\$ 2.80	\$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
3,083	S.F.	Grinding A.C. in place	\$ 1.00	\$ 3,083
5,516	S.F.	Remove A.C. Pavement	\$ 1.00	\$ 5,516
259	L.F.	Remove Curb and Gutter	\$ 6.00	\$ 1,554
48	L.F.	Remove A.C. Dike	\$ 3.00	\$ 144
-	S.F.	Remove Sidewalk	\$ 3.00	\$ -
337	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$ 2.00	\$ 674
-	S.F.	Cold Plane A.C. Pavement	\$ 1.00	\$ -
-	E.A.	Relocate Mailbox	\$ 250.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Highland Springs Ave PW2022-0853

DATE: 19-Aug-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
419	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ AC thickness Ft.)	\$ 90.00	\$ 37,710
557	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	\$ 50.00	\$ 27,850
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF) apply at 0.05 + 0.03 = 0.08 gal/SY	\$ 600.00	\$ -
3,083	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 1.00	\$ 3,083
-	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
-	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ -
197	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ 2,364
-	L.F.	Type "C" Curb	\$ 10.00	\$ -
51	L.F.	Type "D" Curb	\$ 15.00	\$ 765
-	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
-	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
-	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ -
751	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 4,506
1,815	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 14,520
-	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ -
-	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ -
-	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Highland Springs Ave PW2022-0853

DATE: 19-Aug-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	EA.	Street Name Sign	\$ 275.00	\$ 5
-	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 45.00	\$ -
-	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 60.00	\$ -
-	L.F.	Barricades	\$ 28.00	\$ -
-	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ -
-	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
-	L.F.	Remove Fence	\$ 4.00	\$ -
-	EA.	Relocate Power Pole	\$ 10,000.00	\$ -
-	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ -
-	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
-	L.S.	Landscape and Irrigation	\$ -	\$ -
-	EA.	Concrete Bulkhead	\$ 200.00	\$ -
-	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
-	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
-	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
-	EA.	A.C. Overside Drain	\$ 500.00	\$ -
2	EA.	Under Sidewalk Drain Std. 309	\$ 2,000.00	\$ 4,000
-	EA.	Flat Outlet Drainage Structure Std. 303	\$ 500.00	\$ -
-	EA.	Curb Outlet Drainage Structure Std. 308	\$ 500.00	\$ -
-	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
-	S.F.	Interceptor Drains	\$ 6.50	\$ -
0	EA.	"STOP" Pavement Marking	\$ 200.00	\$ -
0	L.F.	Limit Line	\$ 2.00	\$ -
0	EA.	R1 "STOP SIGN"	\$ 250.00	\$ -
0	EA.	W53 "NOT A THROUGH STREET"	\$ 250.00	\$ -
332	L.F.	White Lane Line	\$ 4.00	\$ 1,328
332	L.F.	Yellow Median Line and Reflective Marker	\$ 5.00	\$ 1,660
				\$ -
				\$ -
				\$ -
				\$ -





CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Highland Springs Ave PW2022-0853

DATE: 19-Aug-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ -
-	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ -
-	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ -
-	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ -
-	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ -
-	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ -
-	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 75.00	\$ -
-	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
-	L.F.	18" R.C.P.	\$ 60.00	\$ -
-	L.F.	24" R.C.P.	\$ 70.00	\$ -
-	L.F.	30" R.C.P.	\$ 80.00	\$ -
-	L.F.	36" R.C.P.	\$ 90.00	\$ -
-	L.F.	42" R.C.P.	\$ 100.00	\$ -
-	L.F.	48 " RCP	\$ 110.00	\$ -
-	L.F.	54" RCP	\$ 135.00	\$ -
-	L.F.	60" RCP	\$ 160.00	\$ -
-	L.F.	72" RCP	\$ 200.00	\$ -
-	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
-	EA.	Drain Basin	\$ 400.00	\$ -
-	EA.	Curb Outlet	\$ 3,000.00	\$ -
-	EA.	Fossil Filters	\$ 500.00	\$ -
-	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
-	EA.	Riprap Headwall	\$ 1,000.00	\$ -
-	EA.	Concrete Collar	\$ 250.00	\$ -
-	EA.	Outlet Structure	\$ 10,000.00	\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Highland Springs Ave PW2022-0853

DATE: 19-Aug-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	L.F.	60" C.S.P.	\$ 115.00	\$ -
0	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ -
0	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ -
0	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ -
0	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ -
0	EA.	Catch Basin W = 21'	\$ 9,000.00	\$ -
0	EA.	Type IX Inlet	\$ 2,500.00	\$ -
0	EA.	Type X Inlet	\$ 2,500.00	\$ -
0	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
0	EA.	Junction Structure No. 2	\$ 2,500.00	\$ -
0	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
0	EA.	Transition Structure No. 1	\$ 2,000.00	\$ -
0	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
0	EA.	Manhole No. 1	\$ 2,700.00	\$ -
0	EA.	Manhole No. 2	\$ 3,300.00	\$ -
0	EA.	Manhole No. 3	\$ 2,700.00	\$ -
0	EA.	Manhole No. 4	\$ 5,000.00	\$ -
1	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ 150
1	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ 400
0	EA.	Headwall	\$ 5,000.00	\$ -
0	L.S.	Remove & Dispose of Interfering 30" Storm Drain and 36" Riser	\$ 500.00	\$ -
0	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
0	L.F.	Concrete Bulkhead	\$ 25.00	\$ -
0	EA.	Outlet Structure (Line A & B)	\$ 5,000.00	\$ -
0	EA.	Remove Existing Headwall	\$ 1,000.00	\$ -
0	EA.	Local Depression per RCTD Std 311 Case B	\$ 1,200.00	\$ -
0	EA.	Local Depression per RCTD Std 311 Case C	\$ 1,500.00	\$ -
1	EA.	Adjust Sewer Cleanout	\$ 150.00	\$ 150
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Highland Springs Ave PW2022-0853

DATE: 19-Aug-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	EA.	Water Quality Structure	\$ 2,500.00	\$ -
0	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
0	LS	Emergency Spillway	\$ 27,000.00	\$ -
0	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
0	SF	3' Wide V-Gutter	\$ 4.00	\$ -
0	LS	Signal & Lighting	\$ 100,000.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

A. Subtotal \$ 109,462

B. Contingency (15%) \$ 16,419

C. Streets/Drainage Total (A + B) \$ 125,881

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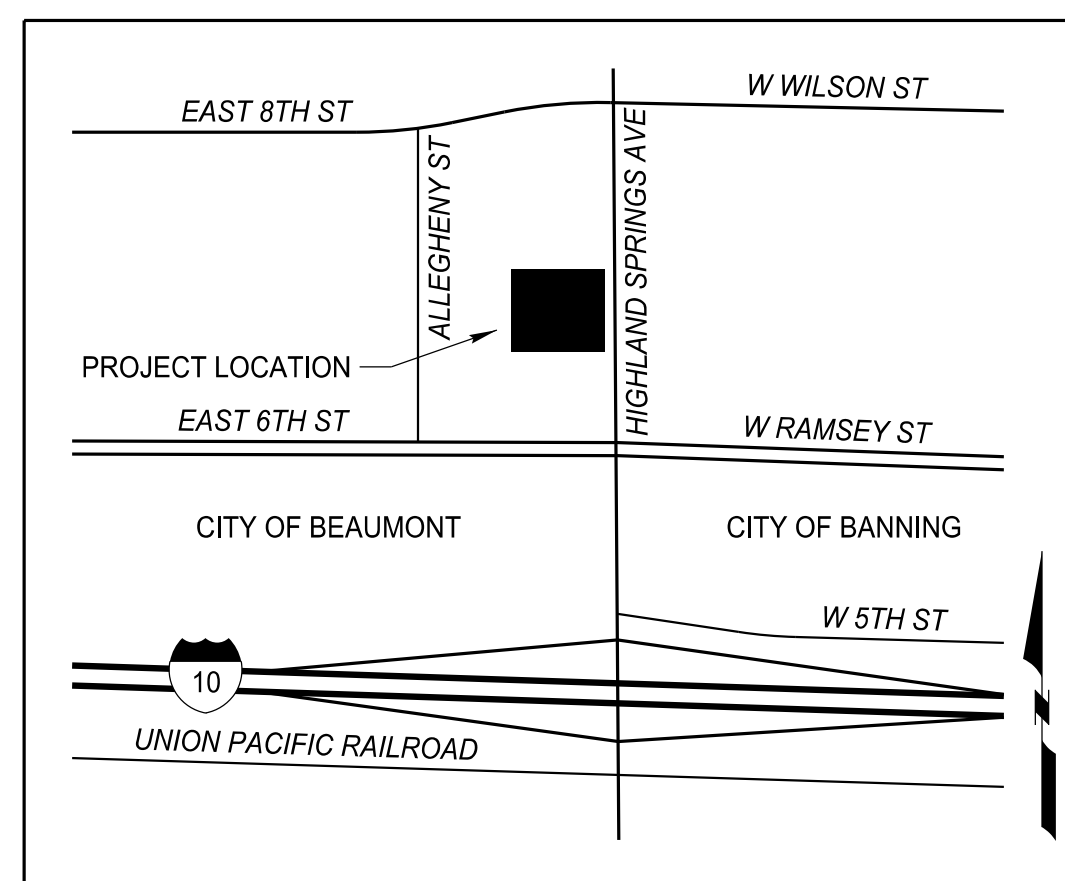
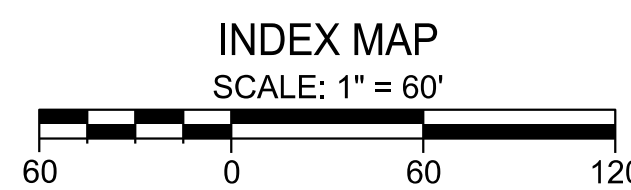
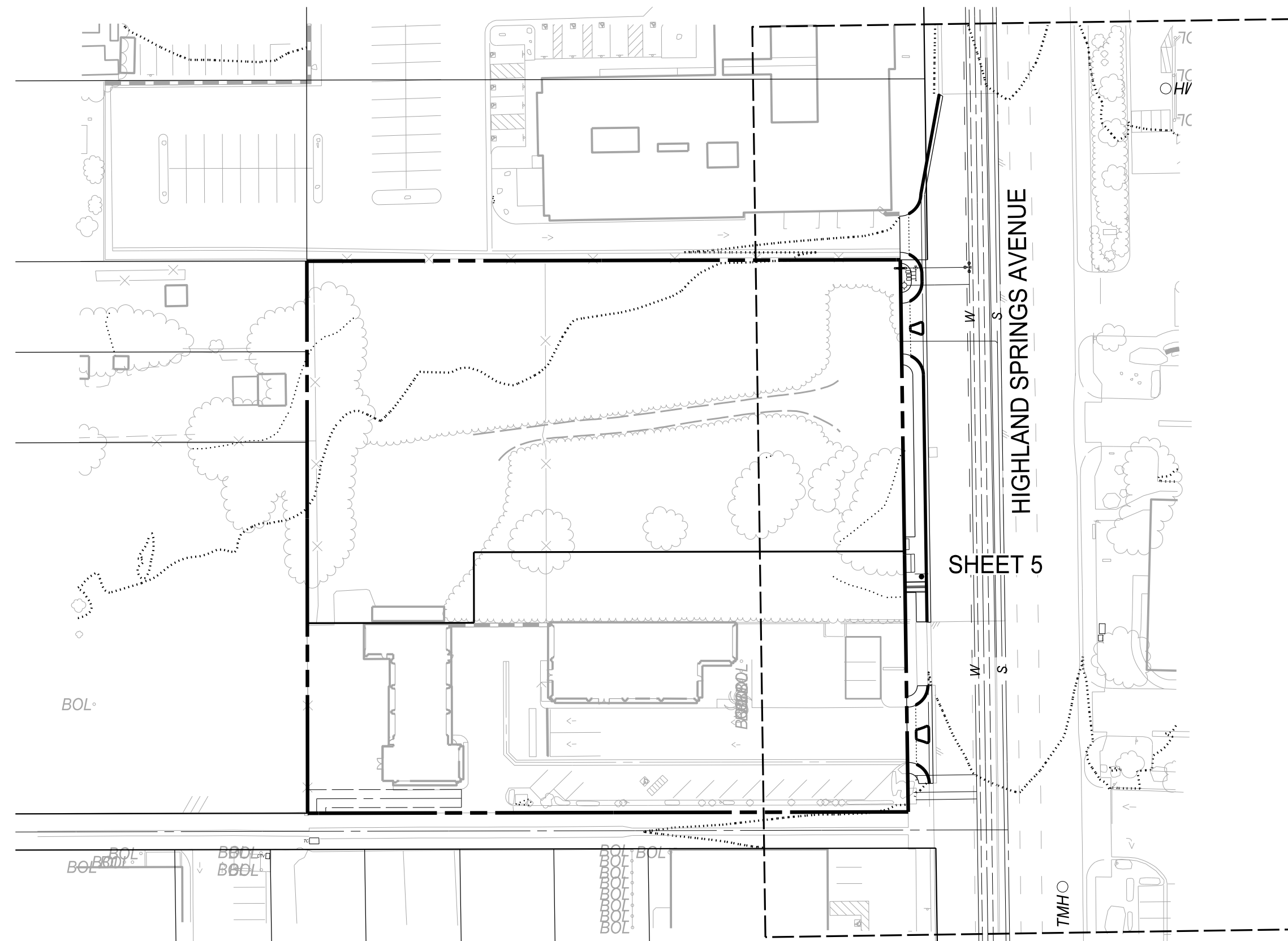
# IN THE CITY OF BEAUMONT

# STREET IMPROVEMENT PLAN

## HIGHLAND SPRINGS AVENUE

### GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
2. CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT 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. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C.&W.C.D.
4. CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
5. CONTRACTOR SHALL BE THE RESPONSIBILITY TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
7. CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
8. CONTRACTOR SHALL BE THE RESPONSIBLE TO OBTAIN AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT.
9. CONTRACTOR MUST NOTIFY THE CITY OF BEAUMONT AT (951) 769-8520 AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
10. CONTRACTOR MUST PROVIDE CONSTRUCTION SCHEDULE TO THE CITY OF BEAUMONT AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
11. CONTRACTOR MUST CALL UNDERGROUND SERVICE ALERT AT 811 AT LEAST 48 HOURS BEFORE EXCAVATION.
12. CONTRACTOR SHALL BE RESPONSIBLE TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITTEE NUMBER ON THE PLAN.
13. CONTRACTOR SHALL BE RESPONSIBLE TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
14. CONTRACTOR SHALL BE THE RESPONSIBILITY TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
16. CONTRACTOR SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
17. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
18. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
19. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
20. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
21. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
22. THE CONTRACTOR SHALL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
23. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
24. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
25. FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
26. CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.



### SHEET INDEX

SHEET 1	TITLE SHEET
SHEET 2	NOTES AND DETAILS SHEET
SHEET 3	SECTIONS SHEET
SHEET 4	DEMOLITION SHEET
SHEET 5	CONSTRUCTION SHEET

### DECLARATION OF RESPONSIBLE CHARGE

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

FIRM: MTH2 ENGINEERING, INC.  
 ADDRESS: 639 LAKEWOOD DRIVE  
 CITY, ST: RIVERSIDE, CA  
 TELEPHONE: (951) 850-2190  
 BY: *Marten L. Anderson* DATE: 28-OCT-2022  
 (MARTEN L. ANDERSON, RCE 51313)

### STANDARD DRAWINGS NOTE

ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS UNLESS NOTED OTHERWISE:  
 \* RCFC&WCD STANDARD MANUAL  
 \*\* EMWD SEWER STANDARD DRAWINGS  
 \*\*\* STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

### WORK TO BE DONE

THESE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THIS PLAN, THE CURRENT CITY OF BEAUMONT STANDARDS AND SPECIFICATIONS, THE 2021 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORK CONSTRUCTION ("GREENBOOK"), AND THE "SOIL REPORT FOR PAVEMENT DESIGN AND RECOMMENDATION, PROPOSED WIDENING OF HIGHLAND SPRINGS AVENUE AT 655 HIGHLAND SPRINGS AVENUE, BEAUMONT, CALIFORNIA" PREPARED BY GEOMAT TESTING LABORATORIES, INC. DATED MARCH 7, 2022.

### ENGINEER'S NOTES TO CONTRACTOR

1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY OMISSIONS OR DISCREPANCIES BETWEEN THIS ENGINEERING PLAN, OTHER CONSULTING PROFESSIONAL'S PLANS, SPECIFICATIONS, OR EXISTING CONDITIONS. SHOULD THERE BE AN OMISSION OR DISCREPANCY BETWEEN SAID PLANS AND SPECIFICATIONS, IT SHALL BE BROUGHT TO THE ENGINEER OF RECORD'S ATTENTION IN WRITING FOR CLARIFICATION PRIOR TO INSTALLATION OF SAID WORK.
2. ALL CONTRACTORS AND SUB-CONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THIS PLAN SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED.
3. ALL CONTRACTORS AND SUB-CONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR'S AND SUB-CONTRACTOR'S COMPLIANCE WITH SAID REGULATIONS AND ORDERS.
4. CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
5. THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THIS PLAN ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HERE ON, AND FOR ANY DAMAGE OR PROTECTION TO THESE LINES.
6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK.
7. ALL SYMBOLS AND ABBREVIATIONS SHOWN ON THIS PLAN ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. QUESTIONS REGARDING THE SAME, OR THEIR EXACT MEANING, SHALL BE DIRECTED TO THE ENGINEER OF RECORD.
8. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE. DO NOT SCALE PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT AND CONFIGURATION OF THE IMPROVEMENTS ON THE SITE.

### OWNER/APPLICANT/DEVELOPER

HIGH SAND, INC.  
 655 HIGHLAND SPRINGS AVENUE  
 BEAUMONT, CA 92223  
 CONTACT: ALI HARB  
 (951) 214-3333

### ENGINEER/CONTACT PERSON

THIS PLAN WAS PREPARED UNDER THE DIRECTION OF MARTEN L. ANDERSON, A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA.

*Marten L. Anderson* 28-OCT-2022 DATE  
 MARTEN L. ANDERSON  
 RCE 51313, EXPIRES 6-30-20  
 MTH2 ENGINEERING, INC.  
 639 LAKEWOOD DRIVE  
 RIVERSIDE, CA 92506  
 (951) 850-2190



### BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE CENTERLINE OF GLEN EYRIE AVENUE (HIGHLAND SPRINGS AVE) SHOWN AS N0°49'30"W PER MAP OF SCENIC VIEW SUBDIVISION UNIT NO. 1, FILED IN BOOK 19, PAGE 41 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

### BENCHMARK

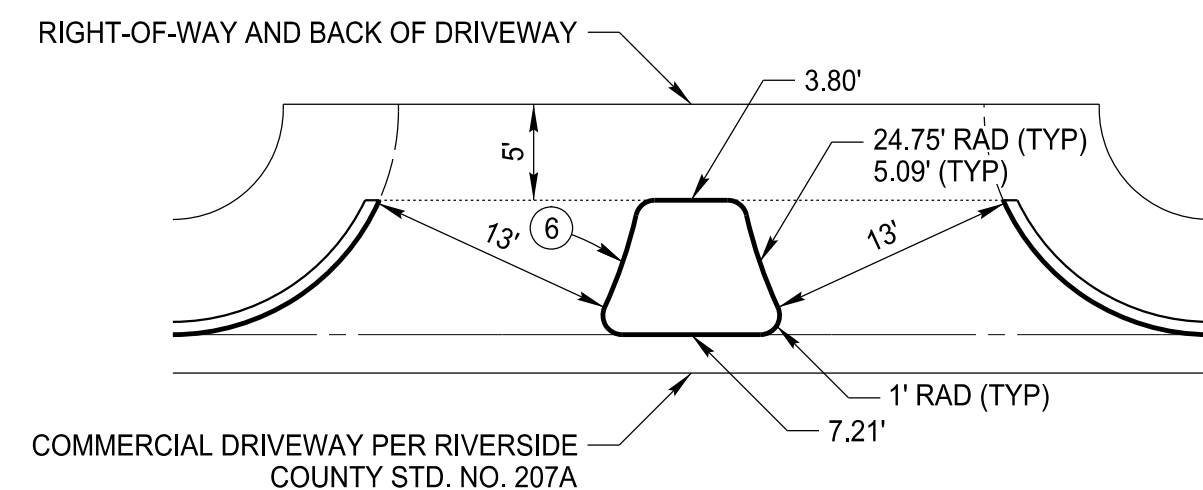
NGS BENCHMARK DESIGNATION 400 PID DX5401  
 IN BANNING, AT THE NORTHWEST BRIDGE ABUTMENT FOR SOUTHERN PACIFIC RAILROAD OVER HIGHLAND SPRINGS AVE, 60 FEET (18.3 M) WEST OF THE CENTERLINE OF HIGHLAND SPRINGS AVE, 20 FEET (6.1 M) NORTH OF THE NORTH RAIL OF RAILROAD, FOUND 3/4 INCH MWD STANDARD ALUMINUM DISK SET FLUSH IN CONCRETE BRIDGE ABUTMENT.

ELEVATION = 2573.37 FEET NAVD 88 DATUM  
 JANUARY 1993 ADJUSTMENT

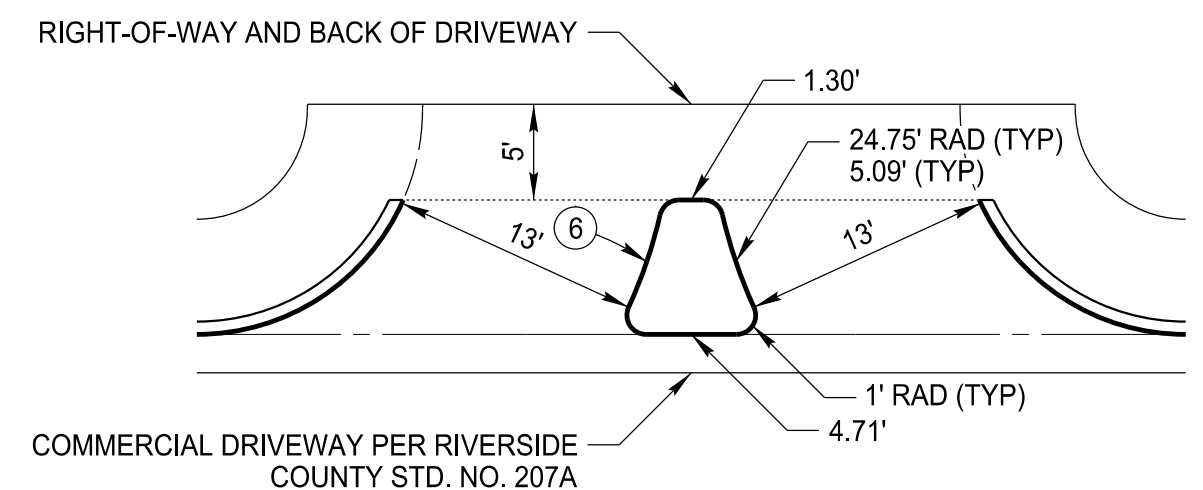
### CAUTION:

EXACT LOCATION OF EXISTING UNDERGROUND FACILITIES IS UNKNOWN. CONTRACTOR TO VERIFY IN FIELD PRIOR TO START OF CONSTRUCTION.

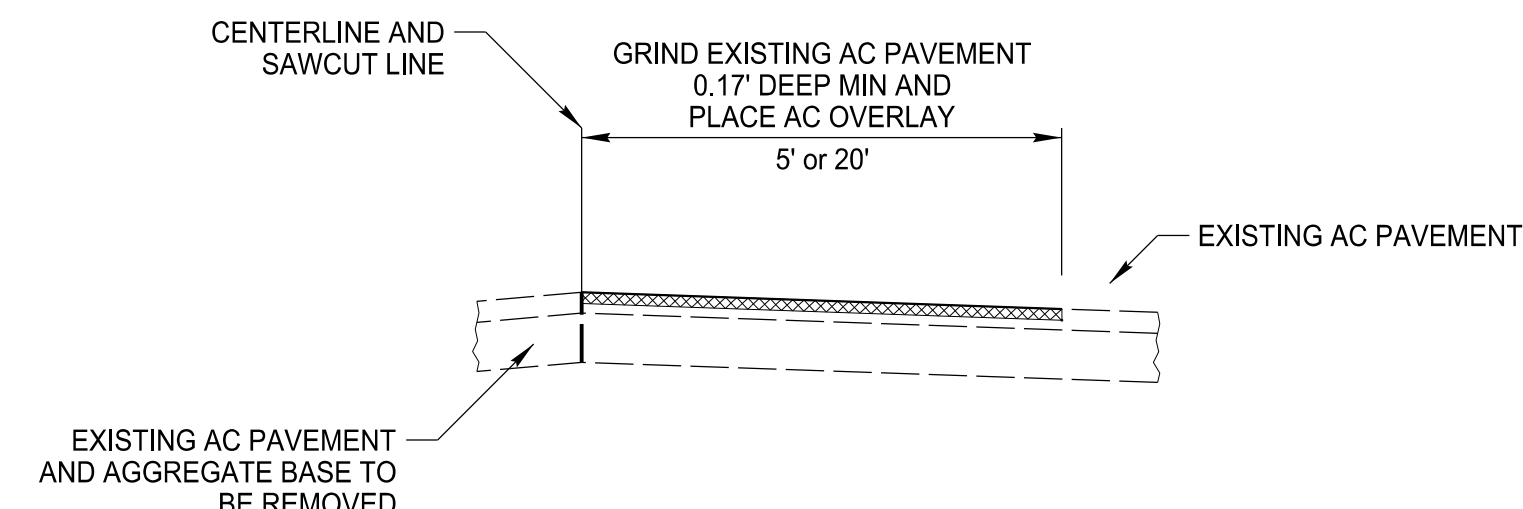
 <b>Know what's below. Call before you dig.</b> <small>Call at least 2 working days prior to excavating.</small>	BENCHMARK:  SEE ABOVE RIGHT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>BY</th> <th>MARK</th> <th>DESCRIPTION</th> <th>APPR.</th> <th>DATE</th> </tr> <tr> <td>ENGINEER</td> <td></td> <td>REVISIONS</td> <td></td> <td>CITY</td> </tr> </table>	BY	MARK	DESCRIPTION	APPR.	DATE	ENGINEER		REVISIONS		CITY	 <b>639 Lakewood Drive Riverside, CA 92506 (951) 850-2190</b> <small>www.mth2engineering.com civil • water resources • storm water urban design and planning</small>	 DESIGN BY: MTH2 DRAWN BY: MTH2 CHECKED BY: MTH2 SCALE: 1" = 60' DATE: MAR, 2022 JOB NUMBER: 2019_23	 Reviewed By: <i>[Signature]</i> Date: 11/2/2022 <small>Staff Engineer</small> Recommended for Approval By: <i>[Signature]</i> Date: 11/2/2022 <small>Administrative Engineer</small> Approved By: <i>[Signature]</i> Date: 11/07/2022 <small>City Engineer/Director of Public Works</small>	CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS FOR: <b>HIGHLAND SPRINGS AVENUE</b> WEST SIDE, 321' TO 678' NORTH OF EAST 6TH ST <b>TITLE SHEET</b>	S H E E T <b>1</b> OF 5 SHEETS FILE NO: 3451 PW2022-0853
BY	MARK	DESCRIPTION	APPR.	DATE													
ENGINEER		REVISIONS		CITY													



STATION 3+48.27



STATION 5+72.62



**LEGEND**

EXISTING BUILDING	.....
EXISTING CONTOUR MAJOR	..... 100
EXISTING CONTOUR MINOR	..... 99
EXISTING CURB	.....
EXISTING EDGE OF AC PAVING	.....
EXISTING EDGE OF PCC PAVING	.....
EXISTING FLOWLINE	.....
EXISTING FENCE-CHAINLINK	.....
EXISTING ELECTRIC METER	EM
EXISTING ELECTRIC MANHOLE	EMH
EXISTING ELECTRIC BOX	EL
EXISTING ELECTRIC VAULT	EVLT
EXISTING FIRE HYDRANT	.....
EXISTING GAS METER	GM
EXISTING GAS VALVE	GV
EXISTING IRRIGATION BOX	IJB
EXISTING IRRIGATION VALVE	IRV
EXISTING POWER POLE	.....
EXISTING SEWER CLEANOUT	SCO
EXISTING SEWER MANHOLE	SMH
EXISTING SIGN	.....
EXISTING STREET LIGHT	.....
EXISTING WATER VALVE	WV
EXISTING WATER METER	WM
EXISTING TREE	T
EXISTING COMMUNICATION	E
EXISTING ELECTRIC	G
EXISTING NATURAL GAS	S
EXISTING SEWER	W
EXISTING WATER	.....
PROPOSED CONTOUR MAJOR	..... 100
PROPOSED CONTOUR MINOR	..... 99
PROPOSED CURB	.....
PROPOSED EDGE OF AC PAVING	.....
PROPOSED EDGE OF PCC PAVING	.....
PROPOSED FLOWLINE	.....
PROPOSED FIRE HYDRANT	.....
PROPOSED STREET LIGHT	.....
PROPOSED DEMOLITION LIMITS	.....
PROPOSED AC PAVEMENT	.....
PROPOSED GRND AND OVERLAY LIMITS	.....

**ABBREVIATIONS**

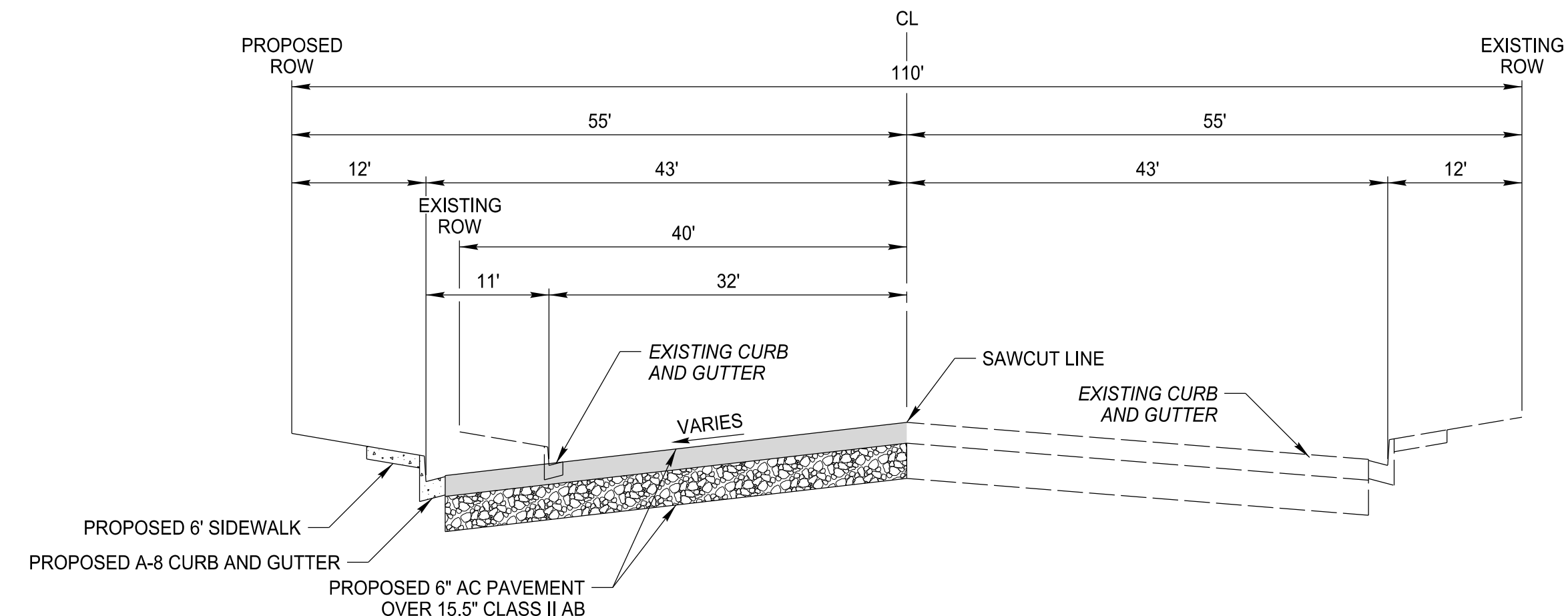
AC	ASPHALT CONCRETE
ACP	ASBESTOS CEMENT PIPE
BCR	BEGIN CURB RETURN
BCVWD	BEAUMONT-CHERRY VALLEY WATER DISTRICT
CF	CURB FACE
CL	CENTERLINE
DWG	DRAWING
ECR	END CURB RETURN
EG	EDGE OF GUTTER
FG	FINISHED GRADE
FL	FLOWLINE
FS	FINISHED SURFACE
GB	GRADE BREAK
HP	HIGH POINT
HT	HEIGHT
IE	INVERT ELEVATION
LP	LOW POINT
MAX	MAXIMUM
MIN	MINIMUM
NO	NUMBER
PCC	PORTLAND CEMENT CONCRETE
PL	PROPERTY LINE
ROW	RIGHT-OF-WAY
SCE	SOUTHERN CALIFORNIA EDISON
STD	STANDARD
TD	TOP OF DIKE
TC	TOP OF CURB
TYP	TYPICAL
VCP	VITRIFIED CLAY PIPE

1  
2 **MEDIAN AT DRIVEWAY LAYOUT DETAIL**  
NOT TO SCALE

2 **GRIND AND OVERLAY DETAIL**  
NOT TO SCALE

**CONSTRUCTION NOTES AND QUANTITY ESTIMATE**

- 1) PROTECT IN PLACE AS NOTED 1 LS
- 2) SAWCUT AS NOTED 1 LS
- 3) REMOVE AS NOTED 1 LS
- 4) CONSTRUCT UNDER SIDEWALK DRAIN CAST IN PLACE PER RIVERSIDE COUNTY STD. NO. 309, MODIFIED TO 24" OPENING WIDTH 2 EA
- 5) CONSTRUCT TYPE A-8 CURB PER RIVERSIDE COUNTY STD. NO. 201 197 LF
- 6) CONSTRUCT 6" TYPE D CURB AT DRIVEWAY MEDIAN PER RIVERSIDE COUNTY STD. NO. 204, SEE DETAIL 1 ON SHEET 2 FOR LAYOUT 51 LF
- 7) CONSTRUCT COMMERCIAL DRIVEWAY WITH SIDEWALK AT CURB PER RIVERSIDE COUNTY STD. NO. 207A 3 EA
- 8) CONSTRUCT SIDEWALK ADJACENT TO CURB PER RIVERSIDE COUNTY STD. NO. 401 751 SF
- 9) CONSTRUCT FAR SIDE BUS STOP PER RIVERSIDE TRANSIT AGENCY'S BUS STOP DESIGN GUIDELINES 1 EA
- 10) GRIND AC PAVEMENT A MIN OF 0.17" AND PLACE AC OVERLAY PER DETAIL 2 ON SHEET 2 3,083 SF
- 11) PLACE 6" AC PAVEMENT OVER 15.5" CLASS II AGGREGATE BASE 11,645 SF
- 12) ADJUST TO GRADE AS NOTED 3 EA
- 13) APPLY WHITE LANE LINE AND REFLECTIVE MARKER, MATCH EXISTING 332 LF
- 14) APPLY YELLOW MEDIAN LINE AND REFLECTIVE MARKER, MATCH EXISTING 332 LF



**HIGHLAND SPRINGS AVENUE TYPICAL SECTION**  
NOT TO SCALE

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**811**  
Know what's below.  
Call before you dig.  
Call at least 2 working days prior to excavating.

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28-OCT-2022



DESIGN BY: MTH2  
DRAWN BY: MTH2  
CHECKED BY: MTH2  
SCALE: AS NOTED  
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Reviewed By: [Signature] Staff Engineer Date: 11/2/2022  
Recommended for Approval By: [Signature] Administrative Engineer Date: 11/2/2022  
Approved By: [Signature] City Engineer/Director of Public Works Date: 11/07/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA  
STREET IMPROVEMENT PLANS FOR:  
**HIGHLAND SPRINGS AVENUE**  
WEST SIDE, 321' TO 678' NORTH OF EAST 6TH ST

NOTES AND DETAILS SHEET

2 OF 5 SHEETS  
FILE NO: 3451  
PW2022-0853



**DEMOLITION NOTES**

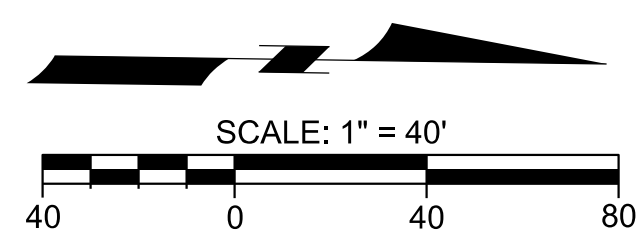
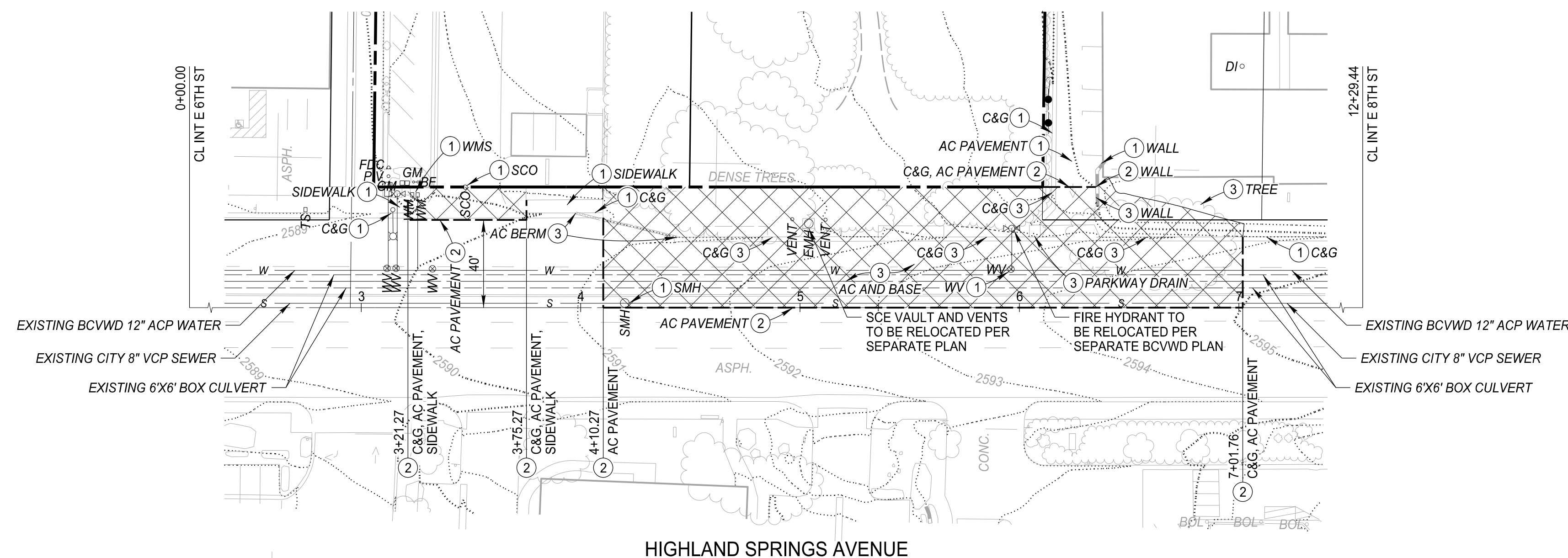
1. THESE DRAWINGS, BY THEIR NATURE, CANNOT REVEAL ALL CONDITIONS THAT EXIST ON THE SITE. THE DRAWINGS INDICATE THE GENERAL LAYOUT AND DO NOT NECESSARILY REPRESENT A COMPLETE FIELD VERIFIED LAYOUT. THE MAJORITY OF EXISTING IMPROVEMENTS ARE SHOWN ON THE DRAWINGS. CERTAIN ITEMS ARE SHOWN AND INDICATED TO BE SALVAGED, PROTECTED IN PLACE OR BE REMOVED. GENERALLY, ALL IMPROVEMENT DEMOLITION IS DESCRIBED BY THE NOTES. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS WITHIN THE DEMOLITION AREAS. REPORT ANY DISCREPANCIES FOUND TO THE ENGINEER FOR CLARIFICATION BEFORE PROCEEDING.
2. CONTRACTOR TO REMOVE DEBRIS AND RESIDUE.
3. DISPOSE OF DEBRIS AND TRASH CREATED DURING THE DEMOLITION PROCESS BY TRANSPORTING TO AN APPROVED LANDFILL.
4. BURYING, COVERING, OR OTHERWISE DISCARDING OF DEBRIS ON THE DEMOLITION SITE IS NOT PERMITTED.
5. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
6. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
7. FUELS, OILS, SOLVENTS AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
8. NON-STORM WATER RUNOFF FROM EQUIPMENT AND VEHICLE WASHING AND ANY OTHER ACTIVITY SHALL BE CONTAINED AT THE PROJECT SITE.
9. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
10. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
11. WHERE IT BECOMES NECESSARY TO TEMPORARILY DISTURB SYSTEMS TO PERMIT EXECUTION OF THE DEMOLITION PROCESS, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE OWNER, THROUGH THE CONSTRUCTION MANAGER, TO SCHEDULE A SHUTDOWN. THE DEMOLITION CONTRACTOR SHALL GIVE A MINIMUM OF 48-HOUR ADVANCE NOTICE FOR ANY SUCH GIVEN SHUTDOWN.
12. IF DURING THE COURSE OF DEMOLITION, UNKNOWN EXISTING UTILITIES ARE ENCOUNTERED, WORK IN THAT AREA IS TO BE HALTED UNTIL THE STATUS OF THE UTILITIES HAVE BEEN ASCERTAINED BY THE ENGINEER AND AUTHORITY TO PROCEED GIVEN BY THE ENGINEER.

**REGULATORY NOTES**

1. ALL WORK PERFORMED ON THIS PROJECT SHALL BE IN COMPLIANCE WITH ALL PERTINENT CODES, RULES, ORDINANCES AND REGULATIONS OF THE AUTHORITIES HAVING JURISDICTION.
2. THE INTEGRATED WASTE MANAGEMENT ACT (AB 939, SHER, CHAPTER 1095, STATUTES OF 1989, AS AMENDED [AB 939]) CREATED THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD (CIWMB BOARD), AB 939 ESTABLISHED THE 50 PERCENT DIVERSION GOAL FOR LOCAL GOVERNMENT BASED ON AN INTEGRATED WASTE MANAGEMENT HIERARCHY THAT PRIORITIZED WASTE REDUCTION AND RECYCLING OVER ALL OTHER OPTIONS.
3. CONTRACTOR TO REVIEW THE STATE OF CALIFORNIA'S CAL-RECYCLE "CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING" WEBSITE LOCATED AT: <http://www.calrecycle.ca.gov/ConDemo/> FOR VARIOUS CONSTRUCTION AND DEMOLITION RELATED REGULATIONS AND RESOURCES.

**CONSTRUCTION NOTES**

- 1) PROTECT IN PLACE AS NOTED
- 2) SAWCUT AS NOTED
- 3) REMOVE AS NOTED



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civil • water resources • storm water  
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ENGINEER OF WORK  
R.C.E. 51313

28-OCT-2022



DESIGN BY: MTH2  
DRAWN BY: MTH2  
CHECKED BY: MTH2  
SCALE: 1" = 40'  
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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

550E 6th St  
Beaumont, CA 92223  
TEL: (951) 769-8500 FAX: (951) 769-8526

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