

# CITY OF WILDOMAR CITY COUNCIL

6:30 P.M. – SPECIAL MEETING

DECEMBER 17, 2014  
Council Chambers  
23873 Clinton Keith Road



Marsha Swanson, Mayor  
Ben Benoit, Mayor Pro Tem  
Bob Cashman, Council Member  
Bridgette Moore, Council Member  
Timothy Walker, Council Member

Gary Nordquist  
City Manager

Thomas D. Jex  
City Attorney

## **CALL TO ORDER – SPECIAL SESSION 6:30 P.M.**

### **ROLL CALL**

### **FLAG SALUTE**

### **PUBLIC COMMENTS**

## **1.0 SPECIAL MEETING BUSINESS**

### **1.1 Final Map, Subdivision Improvement Agreement, and Stormwater Management/BMP Facilities Agreement for Tentative Tract Map 36519 – Between Laguna Road and Orange Street (City Project 14-0021)**

**RECOMMENDATION:** Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 36519 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

2. Authorize the City Manager to execute a second identical subdivision improvement agreement with the new landowner and developer, Keusder Homes Inc., once verification of new ownership is provided to the City.
3. Authorize the City Manger to execute a Maintenance Agreement for the tract's Water Quality Management Plan (WQMP).

### **1.2 Authorization to Advertise for Bids Almond Street Sidewalk Improvement Project – CIP 0020**

**RECOMMENDATION:** Staff recommends that the City Council approve the plans and specifications and authorize the City Clerk to advertise and accept bids for the Almond Street Sidewalk Improvement Project – CIP 0020.

## ADJOURNMENT

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951/677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on December 11, 2014, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

Wildomar City Hall, 23873 Clinton Keith Road,  
U.S. Post Office, 21392 Palomar Street,  
Mission Trail Library, 34303 Mission Trail Blvd.



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Janet Morales  
Deputy City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.1**  
**SPECIAL MEETING**  
**Meeting Date: December 17, 2014**

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**TO:** Mayor and Council Members

**FROM:** Dan York, Assistant City Manager

**PREPARED:** Jason Farag, Assistant Engineer

**SUBJECT:** Final Map, Subdivision Improvement Agreement, and Stormwater Management/BMP Facilities Agreement for Tentative Tract Map 36519 – Between Laguna Road and Orange Street (City Project 14-0021)

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2014 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 36519  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION  
IMPROVEMENT AGREEMENT

2. Authorize the City Manager to execute a second identical subdivision improvement agreement with the new landowner and developer, Keusder Homes Inc., once verification of new ownership is provided to the City.
3. Authorize the City Manger to execute a Maintenance Agreement for the tract's Water Quality Management Plan (WQMP).

**BACKGROUND:**

Tentative Tract Map (TTM) 36519 was originally approved on December 18, 2013 by the City of Wildomar's (City) Planning Commission. Tract 36519 is situated on a parcel between Laguna Road and Orange Street. TTM 36519 includes 10 residential lots. The Final Map submitted for approval by the current property owner, MSL Orange, LLC (MSL) has been examined and checked for compliance with the Wildomar Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the location and configuration of the lots created by this Final Map substantially comply with the Tentative Map as filed, amended and approved.

A Subdivision Improvement Agreement (SIA) (Attachment 3) has been reviewed and approved by the City Attorney. Applicable Final Map Conditions of Approval have been satisfied or are satisfied by the recording of the map and SIA. Those Final Map conditions which are not yet satisfied have been deferred as indicated in Exhibit D of the SIA.

As the current owner of this property, the Developer, MSL, is required to enter into and record an SIA with the City along with the recordation of the map. Staff has been informed that the ownership of this tract is expected to change upon recordation of the map. Once ownership changes, the original SIA will no longer be valid. As such, staff requests that the City Council authorize the City Manager to execute a second SIA, identical to the one which will be executed with MSL, with the new owner of this tract, Keusder Homes Inc., once staff receives valid documentation indicating that the ownership has changed.

This project was also conditioned to develop a Water Quality Management Plan (WQMP). The developer's engineer has proposed infiltration trenches, located on each lot within the subdivision, as a method to reduce the potential pollutants in stormwater from discharging into the City's storm drain system. The City is prepared to accept the Final WQMP. The WQMP and conditions of approval also require the developer to enter into a Stormwater Management/BMP Facilities Agreement for the continued maintenance of these facilities. Specifically, the maintenance agreement requires the landowner to maintain the infiltration trenches in good working condition acceptable to the City. It permits the City entrance to the property to inspect the trenches and if the landowner has not maintained the trenches, this agreement allows the City to take whatever steps are necessary to correct the deficiencies at the landowner's expense.

#### **FISCAL IMPACTS:**

There are no fiscal impacts to the City as this time. Once the project is constructed and the public improvements are accepted by the City, the City will be responsible for the maintenance of street improvements and storm drain installed by this subdivision. Prior to issuance of Building Permit the developer is required to annex into a City Maintenance District to offset maintenance costs specific to their development. In compliance with the City's NPDES/MS4 Permit, the City will be required to perform inspections of the WQMP facilities during the lifetime of the development and also receive and/or process verifications from the landowner indicating that the facilities are being maintained. The inspections and processing of landowner verifications are not paid for by the landowner and as such, will require that the City use its own funds to perform the inspections and process verifications.

#### **ATTACHMENTS:**

Attachment 1 - Resolution

Attachment 2 - Tract Map 36519 Final Map and Environmental Constraint Sheet

Attachment 3 - Subdivision Improvement Agreement

Attachment 4 - Stormwater Management/BMP Facilities Agreement

Submitted by:  
Daniel A. York  
Assistant City Manager  
Public Works Director/City Engineer

Approved by:  
Gary Nordquist  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. 2014 - \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,**  
**CALIFORNIA, APPROVING FINAL MAP FOR TENTATIVE TRACT MAP 36519, AND**  
**AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION**  
**IMPROVEMENT AGREEMENT**

**WHEREAS**, the Planning Commission of the City of Wildomar approved Tentative Tract Map 36519, on December 18, 2013; and

**WHEREAS**, consistent with the approved Tentative Map, MSL Orange, LLC submitted to the City for approval the Final Map; and

**WHEREAS**, staff has reviewed the proposed Final Map and finds it to be technically correct and that all applicable final map conditions of approval have been satisfied or have been appropriately deferred within the Subdivision Improvement Agreement; and

**WHEREAS**, a Subdivision Improvement Agreement has been approved by the City Attorney and a bond has been submitted to the City for the construction of the required improvements for this final map; and

**WHEREAS**, a Mitigated Negative Declaration was prepared for the project and approved by the City on December 18, 2013; and

**WHEREAS**, the City has determined that this Final Map is categorically exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps and a Notice of Exemption is attached hereto.

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the Wildomar City Council that:

1. The location and configuration of the lots to be created by the Final Map substantially comply with the previously approved Tentative Map; and

2. The Final Map is categorically exempt from the California environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial projects, approval of final subdivision maps; and

3. The City Council of the City of Wildomar, pursuant to Government Code Section 66458, hereby approves the Final Map a copy of which is hereby attached as Exhibit A and made part of this Resolution and directs the City Manager to execute the Subdivision Improvement Agreement incorporated herein by this reference and directs the City Clerk to transmit the Final Map and the Agreements to the County Recorder of

the County of Riverside for filing and transmit the Notice of Exemption attached hereto as Exhibit B to the County Clerk of the County of Riverside for filing.

PASSED, APPROVED, AND ADOPTED this 17<sup>th</sup> day of December, 2014.

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Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

## **ATTACHMENT 2**



IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

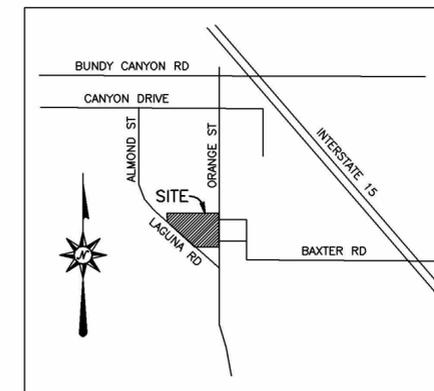
# TRACT NO. 36519

A PORTION OF LOT 48 OF SEDCO TRACT NO. 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGES 58 TO 75, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

HESS DEVELOPMENT

BRIAN T. HESS

FEBRUARY, 2014



VICINITY MAP

N.T.S.

### SURVEYORS NOTES

BASIS OF BEARINGS: THE WEST LINE OF LOT 48 OF M.B. 10/58-75, BEING N00°36'22"E PER M.B. 358/54-56.

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1" IP W/ PLASTIC CAP LS 8136 FL
- △ INDICATES SET SPIKE & WASHER LS 8136 FL

SET 1" IP W/ PLASTIC CAP LS 8136, OR NAIL AND BRASS TAG STAMPED LS 8136, AT ALL SIDE AND REAR PROPERTY CORNERS

SET NAIL AND BRASS TAG, STAMPED LS 8136, AT PROLONGATION OF SIDE PROPERTY LINES IN TOP OF CONCRETE CURB

( ) INDICATES RECORD DATA PER SEDCO TRACT NO. 1, M.B. 10/58-75.

[ ] INDICATES RECORD DATA PER TRACT MAP 30460, RECORDED IN M.B. 358/54-56.

< > INDICATES RECORD DATA PER TRACT MAP 30997, RECORDED IN M.B. 407/25-28.

TOTAL GROSS ACREAGE = 5.55 AC.

ALL MONUMENTS WERE SET IN ACCORDANCE WITH COUNTY ORDINANCE 461.10

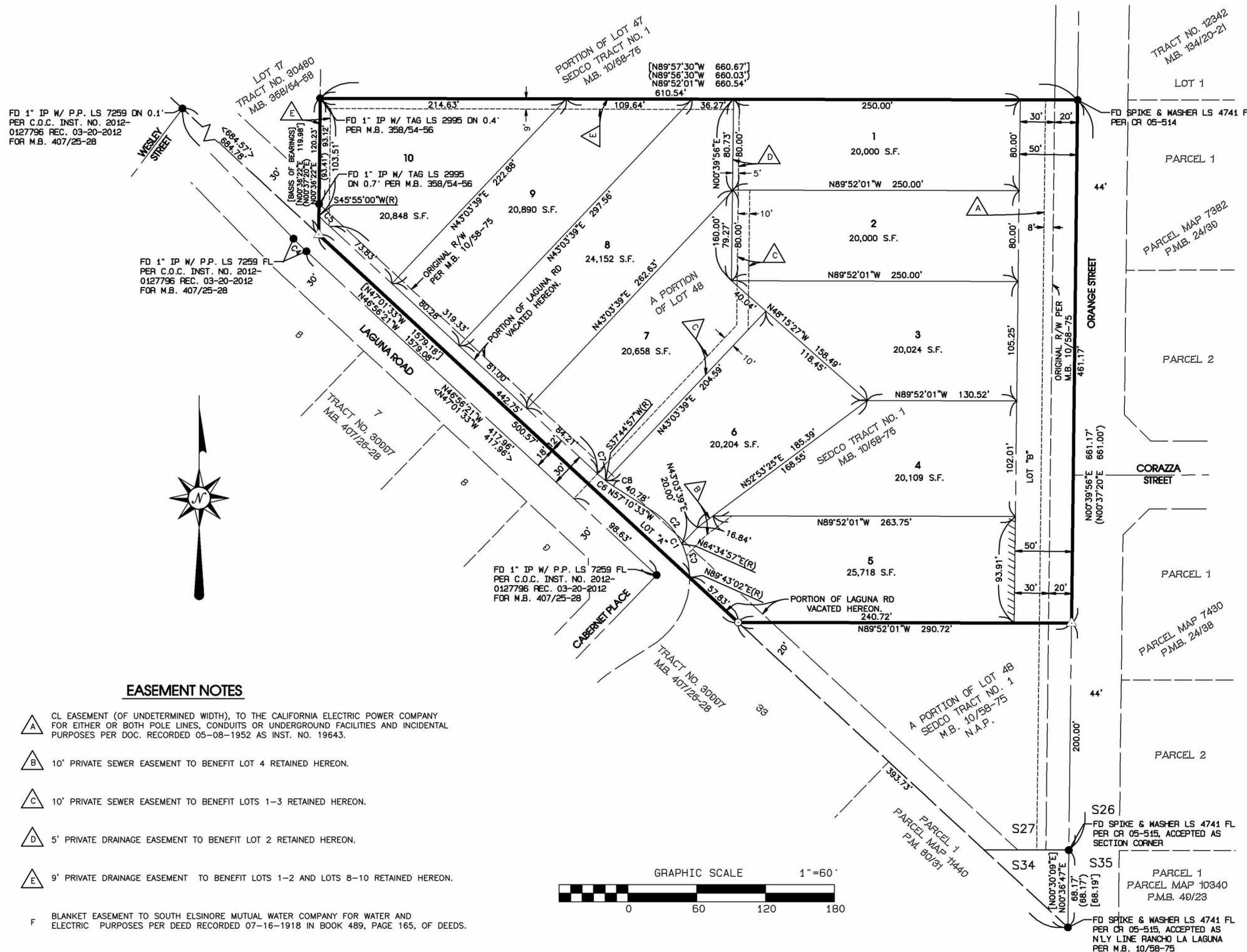
////// INDICATES RESTRICTED ACCESS

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	69.51'	70.00'	56°53'35"	37.92'
C2	38.80'	70.00'	31°45'30"	19.91'
C3	30.71'	70.00'	25°08'06"	15.61'
C4	15.82'	300.00'	3°01'16"	7.91'
C5	13.46'	270.00'	2°51'21"	6.73'
C6	17.87'	100.00'	10°14'12"	8.96'
C7	9.27'	100.00'	5°18'42"	4.64'
C8	8.60'	100.00'	4°55'30"	4.30'

### EASEMENT NOTES

- A CL EASEMENT (OF UNDETERMINED WIDTH), TO THE CALIFORNIA ELECTRIC POWER COMPANY FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES PER DOC. RECORDED 05-08-1952 AS INST. NO. 19643.
- B 10' PRIVATE SEWER EASEMENT TO BENEFIT LOT 4 RETAINED HEREON.
- C 10' PRIVATE SEWER EASEMENT TO BENEFIT LOTS 1-3 RETAINED HEREON.
- D 5' PRIVATE DRAINAGE EASEMENT TO BENEFIT LOT 2 RETAINED HEREON.
- E 9' PRIVATE DRAINAGE EASEMENT TO BENEFIT LOTS 1-2 AND LOTS 8-10 RETAINED HEREON.
- F BLANKET EASEMENT TO SOUTH ELSINORE MUTUAL WATER COMPANY FOR WATER AND ELECTRIC PURPOSES PER DEED RECORDED 07-16-1918 IN BOOK 489, PAGE 165, OF DEEDS.

GRAPHIC SCALE 1"=60'



# ENVIRONMENTAL CONSTRAINT SHEET

SHEET 1 OF 1 SHEETS

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

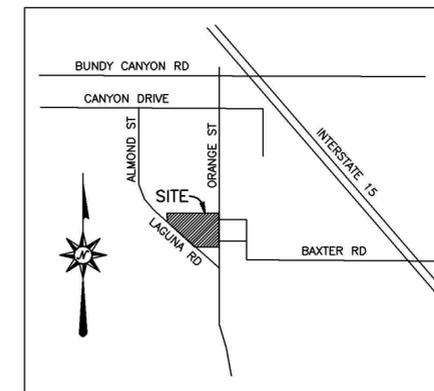
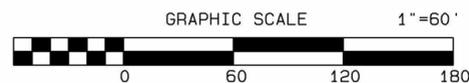
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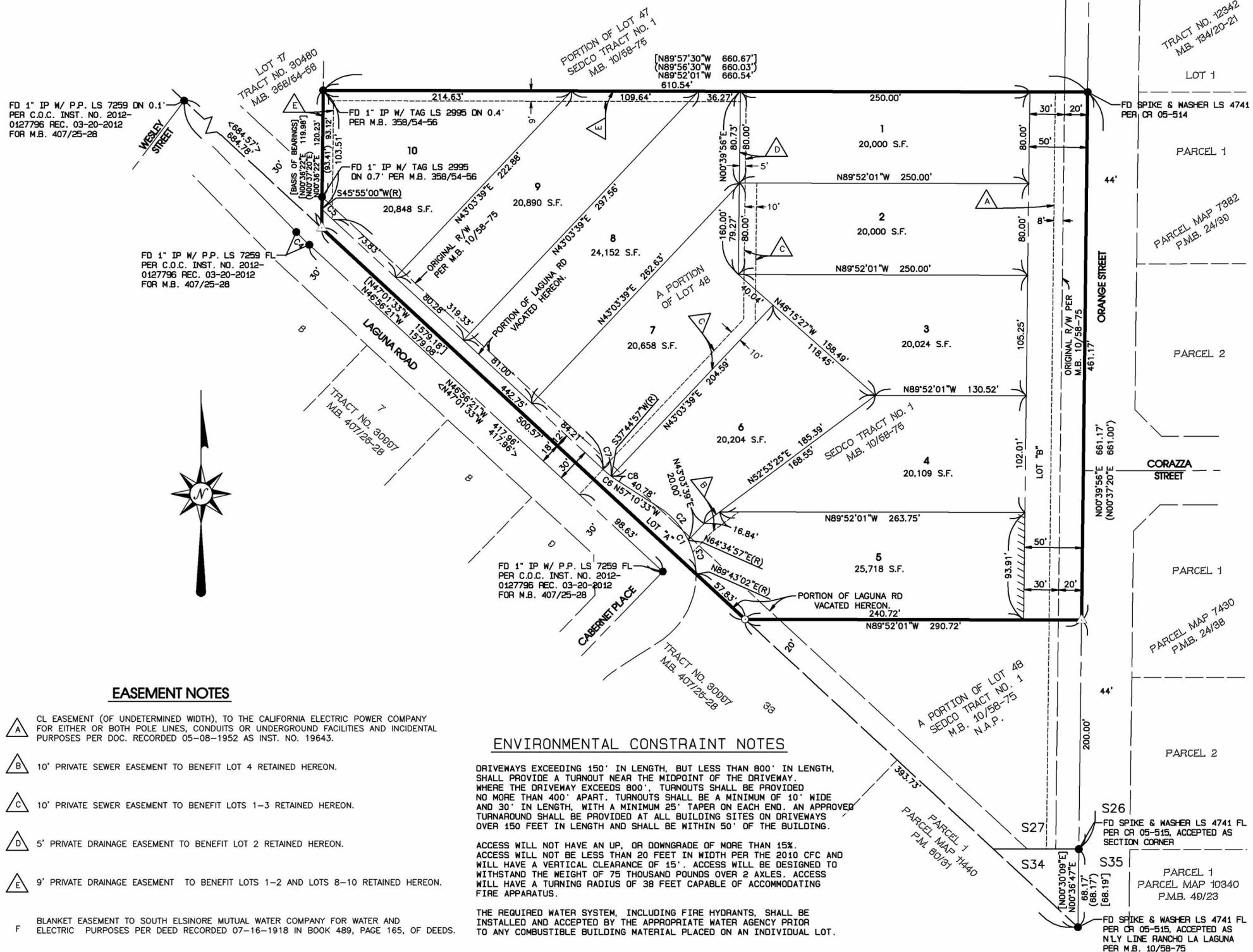
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### ENVIRONMENTAL CONSTRAINT NOTES

DRIVEWAYS EXCEEDING 150' IN LENGTH, BUT LESS THAN 800' IN LENGTH, SHALL PROVIDE A TURNOUT NEAR THE MIDPOINT OF THE DRIVEWAY. WHERE THE DRIVEWAY EXCEEDS 800', TURNOUTS SHALL BE PROVIDED NO MORE THAN 400' APART. TURNOUTS SHALL BE A MINIMUM OF 10' WIDE AND 30' IN LENGTH, WITH A MINIMUM 25' TAPER ON EACH END. AN APPROVED TURNAROUND SHALL BE PROVIDED AT ALL BUILDING SITES ON DRIVEWAYS OVER 150 FEET IN LENGTH AND SHALL BE WITHIN 50' OF THE BUILDING.

ACCESS WILL NOT HAVE AN UP, OR DOWNGRADE OF MORE THAN 15%. ACCESS WILL NOT BE LESS THAN 20 FEET IN WIDTH PER THE 2010 CFC AND WILL HAVE A VERTICAL CLEARANCE OF 15'. ACCESS WILL BE DESIGNED TO WITHSTAND THE WEIGHT OF 75 THOUSAND POUNDS OVER 2 AXLES. ACCESS WILL HAVE A TURNING RADIUS OF 38 FEET CAPABLE OF ACCOMMODATING FIRE APPARATUS.

THE REQUIRED WATER SYSTEM, INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND ACCEPTED BY THE APPROPRIATE WATER AGENCY PRIOR TO ANY COMBUSTIBLE BUILDING MATERIAL PLACED ON AN INDIVIDUAL LOT.

### ENVIRONMENTAL CONSTRAINT SHEET

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, IN E.C.S. BOOK \_\_\_\_\_, PAGE \_\_\_\_\_. THIS AFFECTS ALL PARCELS.

# **ATTACHMENT 3**

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees  
pursuant to Cal. Gov. Code § 27383)

CITY OF WILDOMAR  
Attn: City Manager  
23873 Clinton Keith Rd., Suite 111  
Wildomar, California 92595

**THIS SPACE FOR RECORDER'S USE ONLY**

**SUBDIVISION IMPROVEMENT AGREEMENT**

**FINAL TRACT MAP 36519**

**By and Between**

**THE CITY OF WILDOMAR,  
a municipal corporation**

**and**

MSL ORANGE, LLC

**DATED** \_\_\_\_\_, 20\_\_

## SUBDIVISION IMPROVEMENT AGREEMENT

### FINAL TRACT MAP 36519

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Wildomar, a municipal corporation (“City”) and MSL Orange, LLC (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 36519. On December 18, 2013, the City conditionally approved Tract No. 36519.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 36519, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefore, acceptable to the City Engineer and City Attorney, for Tract No. 36519.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 36519.

#### DEFINED TERMS

“*Developer*” shall mean MSL ORANGE, LLC, a CALIFORNIA. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

“*Litigation Expenses*” shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or

proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

**"Map Act"** shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

**"Property"** shall mean the all of the real property contained within the boundaries of Tract Map No. 36519 located in the City of Wildomar, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Exhibit "A".

**"Public Improvements"** shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 36519 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 36519. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Exhibit "B. Notwithstanding, Exhibit "B", Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 36519.

**"Required Insurance"** shall mean the insurance required to be maintained by Developer under Section 17.

**"Security"** shall mean surety bonds, lien agreement or other security approved by the City Engineer or City Attorney in the amounts and under the terms of Section 12.

**"Tract No 36519."** shall mean the final map prepared and approved by the City for tentative tract map no. 36519.

**"Warranty"** shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

## OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 36519 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder’s Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 36519 in the Recorder’s Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all

applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this

Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within 2 years (24 months) following approval of the final map for Tract No. 36519.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the Security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 36519 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 36519 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies

providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 36519, or as required by other governmental agencies having jurisdiction over Tract No. 36519.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 36519 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds, a lien agreement, or another form of security acceptable to the City Attorney and City Engineer under the terms set forth below.

12.1 **Surety Bonds.** If surety bonds are provided as Security, the amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful

performance bond in the amount of Three Hundred Twenty One Thousand Five Hundred Dollars (\$321,500.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.1.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 36519, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 36519.

12.1.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Hundred Sixty Thousand Seven Hundred Fifty Dollars (\$160,750.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.1.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.1.5 **Form of Bonds.** The evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.2 **Lien Agreement.** In lieu of surety bonds, Developer may execute a lien agreement as Security for the Improvements in accordance with Wildomar Municipal Code Section 16.56.030. The Lien Agreement shall be in the form attached hereto as Exhibit "E" and incorporated herein by this reference.

12.3 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 36519 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Six Thousand Three Hundred Dollars (\$6,300), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 36519.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without

limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

## 17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

## 18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

## 19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

19.2 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

**CITY:**

City of Wildomar  
Attn: City Manager  
23873 Clinton Keith Rd., Suite 111  
Wildomar, CA 92595

**DEVELOPER:**

MSL Orange, LLC  
21595 Marble Ct  
Wildomar, CA 92595

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

19.9 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 36519, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY OF WILDOMAR**

\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Debbie E. Lee  
City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Thomas D. Jex  
City Attorney

MSL ORANGE, LLC

By:   
MICHAEL SCOTT LESLE  
Its: MANAGER

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

**NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

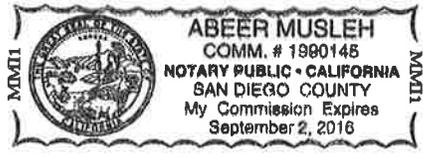
COUNTY OF RIVERSIDE

On 12/1, 2014 before me, ABEER MUSLEH, personally appeared MICHAEL SCOTT LESLE, 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 the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)
- PARTNER(S)       LIMITED  
    GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

**OPTIONAL**

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

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		
		_____
<b>SIGNER IS REPRESENTING:</b>		
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE
_____		
_____		

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**  
**TRACT NO. 36519**

**TRACT 36519**  
**LEGAL DESCRIPTION**

LOT(S) 48 OF SEDCO TRACT NO. 1, IN THE CITY OF WILDOMAR, AS SHOWN BY MAP ON FILE IN BOOK 10 PAGE(S) 58 TO 75, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY; EXCEPTING THEREFROM THE SOUTHERLY 200 FEET, SAID 200 FEET BEING MEASURED ALONG THE EAST LINE OF SAID LOT 48, AND THE NORTH LINE OF SAID 200 FEET BEING PARALLEL WITH THE NORTH LINE OF SAID LOT 48.

**EXHIBIT "B"**  
**LIST OF PUBLIC IMPROVEMENTS**  
**TRACT NO. 36519**



CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. TR 36519 DATE: 11/24/2014
PP, CU, PU, MS OR VL NO. IP:

Table with 4 columns: IMPROVEMENTS, FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs), MATERIAL & LABOR SECURITY (\*\*50% of Estimated Construction Costs), and monetary values. Rows include Street/Drainage, Flood Control, Water (EVMWD), Sewer (EVMWD), Total, and Warranty Retention (10%).

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the 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 costs

Above amounts do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Signature Date
Thomas S. Love 50993 9/30/2015
Name Typed or printed RCE# Exp. Date

Civil Engineer's Stamp

\*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

- \*\*\* PLEASE READ INSTRUCTIONS BELOW \*\*\*
1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. \*\*100% for Flood Control items.
3. For Construction items not covered by "City of Wildomar Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Wildomar 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 WILDOMAR PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
**STREET IMPROVEMENTS**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		<b>ROADWAY EXCAVATION</b>		
250	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 5,000.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) =                      Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 0.00
		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.)		
974	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 974.00
	S.F.	Cold Plane A.C. Pavement	\$ 1.50	\$ 0.00
216	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 432.00
108	S.Y.	Remove A.C. Pavement	\$ 0.60	\$ 64.80
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
513	L.F.	Remove A.C. Dike	\$ 3.00	\$ 1,539.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
437	TON	Asphalt Concrete (12,948 S.F.) ( 144 lbs/cu.ft)	\$ 90.00	\$ 39,330.00
417	C.Y.	Agg Base Class II (12,948 S.F.)	\$ 50.00	\$ 20,850.00
1	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (12,948 S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 300.00
1,948	S.F.	AC overlay (min. 0.10') (                      SF)	\$ 0.90	\$ 1,753.20
880	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 13,200.00
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
151	L.F.	A.C. Dike (6")(incl. material & labor)	\$ 8.00	\$ 1,208.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 10.00	\$ 0.00
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 0.00
2,178	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 13,068.00
2,112	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 16,896.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 0.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
1	L.S.	Traffic Control Plan & Traffic Control	\$ 7,500.00	\$ 7,500.00

**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
STREET IMPROVEMENTS**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 0.00
	L.F.	Chain Link Fence ( 6' )	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
3	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 15,000.00
1	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 2,500.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall ( Std 2' )	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA.	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA.	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA.	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
	C.Y.	Rip Rap ( 1/4 Ton ) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap ( 1/2 Ton ) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap ( 1 Ton ) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap ( 2 Ton ) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1/4 Ton ) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1/2 Ton ) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 1 Ton ) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap ( 2 Ton ) Method B	\$ 80.00	\$ 0.00
106	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 11,978.00
	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 115.00	\$ 0.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 153.00	\$ 0.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 90.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 100.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 235.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 130.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 150.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 0.00
	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 0.00
	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 0.00
	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 0.00

UNIT COSTS 3/01/2011  
FORMAT 3/01/2008









CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT  
**PLANCHECK DEPOSIT CALCULATION SHEET**

PARCEL MAP OR TRACT NO. \_\_\_\_\_  
 PP, CU, PU, MS OR VL NO. \_\_\_\_\_

SCH: \_\_\_\_\_ DATE: \_\_\_\_\_

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 274249.92
II. Water (Line C from Water Improvement Calculations)	\$ 8,460.00
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 39,072.00
<b>PLAN CHECK DEPOSIT CALCULATION</b>	
A. Street/Drainage ( % x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL	\$ 2742.50
B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps)	\$ 475.32
C. Total Plan Check Deposit (A + B)	\$ 3217.82
<b>SURCHARGE FEE CALCULATION</b>	
D. Surcharge Fee (2% x C)	\$ 64.36
E. Total Plan Check Deposit and Surcharge Fee	\$ 3282.18
<b>MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS</b>	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
<b>COMMENTS</b>	

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 36519

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 321,500.00

Surety: INDEMNITY CO. OF CALIFORNIA

Attorney-in-fact: GERALD SCHUMACHER

Address: 17771 COWAN SUITE 100  
IRVINE, CA. 92614

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 160,750.00

Surety: INDEMNITY CO. OF CALIFORNIA

Attorney-in-fact: GERALD SCHUMACHER

Address: 17771 COWAN SUITE 100  
IRVINE, CA. 92614

CASH MONUMENT SECURITY: \$ 6,300.00

Amount deposited per Cash Receipt No. \_\_\_\_\_ Date: 12/3/14

INSCO INSURANCE SERVICES, INC.  
Underwriting Manager for:  
**Developers Surety and Indemnity Company**  
**Indemnity Company of California**  
17771 Cowan, Suite 100 • Irvine, California 92614  
(949) 263-3300 Phone • (800) 251-1955 Fax  
www.AmTrustSurety.com • www.InscoDico.com

## BOND RIDER

ATTACHED TO AND FORMING A PART OF:

Bond No.: 389603S

**Principal:** Keusder Homes, Inc.  
3194-C2 Airport Loop Drive  
Costa Mesa, CA 92626

**Obligee:** City of Wildomar  
23872 Clinton Keith Road, Ste. 111  
Wildomar, CA 92595

**Surety:** Indemnity Company of California  
500 S. Kraemer Blvd., Ste. 300  
Brea, CA 92821

Effective November 26, 2014, it is agreed that:

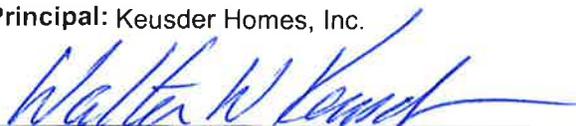
MSL Orange, LLC be added as an additional Principal.

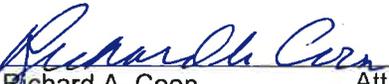
Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed, sealed this 2nd day of December, 20 14

**Principal:** Keusder Homes, Inc.

**Surety:** Indemnity Company of California

  
By: Walter W. Keusder, President

  
Richard A. Coon Attorney-In-Fact

Accepted \_\_\_\_\_  
Obligee Acknowledgment

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange

On December 2, 2014 before me, Laurie J. Oard, a Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Walter W. Keusder  
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 Laurie J. Oard  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Surety Bond Rider

Document Date: November 26, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: Indemnity Company of California (Richard Coon)

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Walter W. Keusder

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



Signer Is Representing: Keusder Homes, Inc.

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 12-02-14  
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Richard A. Coon

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 283-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Jan Moran, David L. Culbertson, Charles L. Flake, Richard A. Coon, Lexie Sherwood, Spencer Flake, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

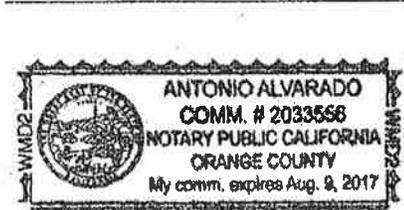
By: *Mark J. Lansdon*  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)



Place Notary Seal Above

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 *Antonio Alvarado*  
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 2nd day of December, 2014.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

BOND NO. 389603S  
INITIAL PREMIUM: 6,752.00/Two Year Term  
SUBJECT TO RENEWAL

**CITY OF WILDOMAR**

**TRACT MAP NO. 36519 IMPROVEMENTS**

**FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and Keusder Homes, Inc. ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 36519 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2005 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Indemnity Company of California ("Surety"), a corporation organized and existing under the laws of the State of California, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Hundred Twenty One Thousand Dollars (\$ 321,500.00 ), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if 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, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, 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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Brea, CA, this 26th day of November, 2014.

Keusder Homes Inc

Principal

By:

Ed Weiss Keusder  
Its: Managing Member

PRESIDENT

Ed Weiss Keusder

(print name)

Indemnity Company of California

Surety

By:

Gerald Schumacher  
Attorney-In-Fact

Gerald Schumacher

(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On NOV 26 2014 before me, Debra K. Bell, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Gerald Schumacher

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Debra Bell, Kathy Youmans, Gerald Schumacher, Chris Theveny, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

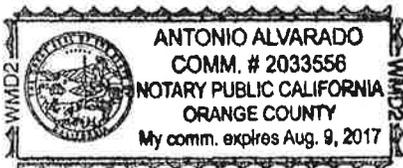
By: *Mark J. Lansdon*  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)



Place Notary Seal Above

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 *Antonio Alvarado*  
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

**NOV 26 2014**

This Certificate is executed in the City of Irvine, California, this \_\_\_\_\_ day of \_\_\_\_\_

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Riverside }

On 12/31/2013 before me, Gail U Williams, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared W Wes Keusder  
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: Gail U Williams  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bond #3896035 Performance Bond

Document Date: 12/31/2014 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

BOND NO. 389603S  
INITIAL PREMIUM: Included in Performance  
SUBJECT TO RENEWAL

**CITY OF WILDOMAR**  
**TRACT MAP 36519 IMPROVEMENTS**  
**FORM OF LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and Keusder Homes Inc ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 36519 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 2005 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Indemnity Company of California ("Surety"), a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of \* \_\_\_\_\_ Dollars (\$ 160,750.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

\*One Hundred Sixty Thousand Seven Hundred Fifty and NO/100

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

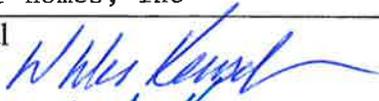
This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Brea, CA, this 26th day of November, 2014.

Keusder Homes, Inc

Principal



By:



Its: Managing Member

PRESIDENT  
W. W. KEUSDER

(print name)

Indemnity Company of California

Surety



By:

Attorney-In-Fact

Gerald Schumacher

(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On NOV 26 2014 before me, Debra K. Bell, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Gerald Schumacher

Name(s) of Signer(s)



Place Notary Seal Above

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.

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Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
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- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

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OF SIGNER

Top of thumb here

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

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

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\*\*\*Debra Bell, Kathy Youmans, Gerald Schumacher, Chris Theveny, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

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RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

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By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

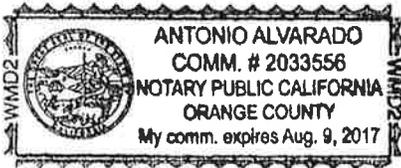
personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)

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WITNESS my hand and official seal.

Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

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This Certificate is executed in the City of Irvine, California, this NOV 26 day of 2014

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Riverside

On 12/3/2014 before me, Gail U. Williams, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared W. Wes Keusder  
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.

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WITNESS my hand and official seal.

Signature: Gail U. Williams  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: Bond # 3896035 Labor Material Bond

Document Date: 12/3/2014 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

**EXHIBIT "D"**  
**LIST OF TRACT MAP CONDITIONS  
OF APPROVAL NOT SATISFIED**

**[To Be Inserted]**

**TRACT 36519**  
**CONDITIONS OF APPROVAL NOT SATISFIED**

Planning Condition of Approval #43:

*Prior to recordation of the final tract map for TTM 36519 the applicant shall pay all fees in accordance with Zone A of the Southwest Road and Bridge Benefit District.*

Payment of fees is deferred to "Prior to First Building Permit"

Planning Condition of Approval #44:

*Prior to recordation of the final tract map for TTM 36519 the applicant shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District.*

Payment of fees is deferred to "Prior to Grading Permit Issuance"

Public Works Condition of Approval #17:

*All flood control plans to be reviewed shall be submitted through the City of Wildomar, unless otherwise directed by City Engineer*

Condition not applicable, no flood control plans

Public Works Condition of Approval #36:

*Prior to Final Map or first building permit, whichever comes first, the developer shall submit landscaping and irrigation plans within the public right-of-way to the Planning Department. These plans shall include water usage calculations, estimate of irrigation and the location of all existing trees that will remain. All plans and calculations shall be designed and calculated per the City of Wildomar Road Improvement Standards and Specifications, Improvement Plan Check Policies and Guidelines, City Codes and to the satisfaction of the City Engineer.*

Submittal of landscaping and irrigation plans within public right-of-way is deferred to "Prior to First Building Permit"

Public Works Condition of Approval #37:

*Prior to Final Map or first building permit, whichever comes first, the developer shall submit to the City Engineer traffic control plans along Laguna Road and Orange Street to ensure the continued flow of traffic.*

Deferred to encroachment permit stage per City Engineer

**EXHIBIT "E"**  
**LIEN AGREEMENT**

# ATTACHMENT 4

STORMWATER MANAGEMENT/BMP  
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of NOV, 2014, by and between MSL Orange, LLC (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as 34915 Orange Street as recorded by deed in the land records of Riverside County, California, Deed Book 10, Pages 58 to 75 (the "Property").

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Tract 36519, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Wildomar, California, require that the Landowner, its successors and assigns, including but not limited to any homeowners association, construct and maintain stormwater management/Best Management Practices facilities (the "Facilities") on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan. The Landowner, its successors and assigns, shall not remove, relocate, resize, or otherwise modify the Facilities after they are constructed.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions. No landscaping shall be placed within the Facilities that is inconsistent with the Water Quality Management Plan for the Property. Nothing shall be placed within the Facilities that blocks, removes or redirects the flow of water.
3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.

5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the Facilities (including sediment removal) is contained in the Plans, Landowner will follow that schedule.

7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless, defend and indemnify from any liability whatsoever, including negligence, in the event the Facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Riverside County, California, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

\_\_\_\_\_  
MSL Orange, LLC (Seal)

By: 

Name: MICHAEL LESLE

Title: MANAGER

SEE ATTACHED  
ALL-PURPOSE  
ACKNOWLEDGEMENT

RECORD OWNERS (MUST BE NOTARIZED)

CITY OF WILDOMAR

\_\_\_\_\_  
Gary Nordquist  
City Manager

\_\_\_\_\_  
Date

## ACKNOWLEDGMENT

State of California  
County of California)

On 11/26/2014 before me, Limyrith Otero Adner, Notary Public  
(insert name and title of the officer)

personally appeared Michael Lesle,  
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  (Seal)



\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.2**  
**SPECIAL MEETING**  
**Meeting Date: December 17, 2014**

---

**TO:** Mayor and City Council Members

**FROM:** Dan York, Assistant City Manager

**PREPARED BY:** Matt Bennett, Deputy City Engineer

**SUBJECT:** Authorization to Advertise for Bids Almond Street Sidewalk Improvement Project – CIP 0020

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the plans and specifications and authorize the City Clerk to advertise and accept bids for the Almond Street Sidewalk Improvement Project – CIP 0020.

**BACKGROUND:**

The City received grant funding to install the Almond Street sidewalk through the SB 821 Pedestrian Facilities Program and the 35% local match is funded by Measure A. The Almond Street Sidewalk Improvement project will construct approximately 920 feet of new sidewalk in the City of Wildomar on Almond Street just north of Bundy Canyon Road to Waite Street, on the west side.

**ANALYSIS:**

Staff has prepared the construction bid package including an Invitation for Bids, Construction Contract and Bond forms, Technical Specifications, and Improvement Plans. The improvement plans are included in Attachment 1.

The schedule for this project is estimated as follows:

Authorize to Advertise by City Council:	December 17, 2014
Bid Opening Date:	January 13, 2015
Bid Award by City Council:	February 11, 2015
Notice to Proceed:	February 25, 2015
Complete Construction:	April 24, 2015 (40 working days)

**FISCAL IMPACTS:**

The Almond Street Sidewalk Improvement Project – CIP 0020 is funded by a \$158,400 SB821 bicycle and pedestrian grant and a \$85,300 local match from Measure A. The engineer’s estimate for the construction contract is \$140,950.

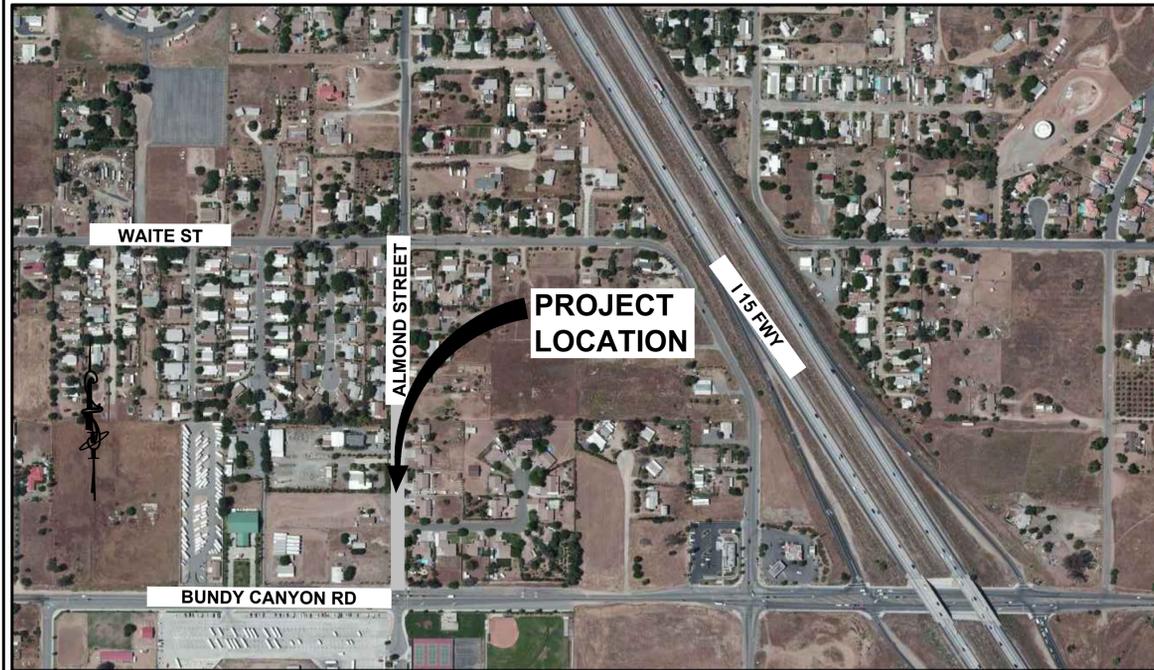
**ATTACHMENTS:**

1. Plans and Specifications

Submitted by:  
Dan York  
Assistant City Manager

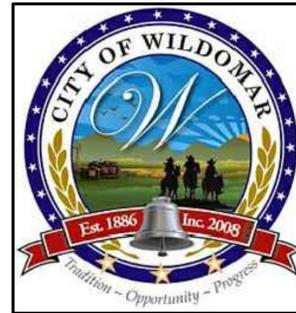
Approved by:  
Gary Nordquist  
City Manager

# **ATTACHMENT 1**



**LOCATION MAP**  
NTS

CITY OF WILDOMAR  
23873 CLINTON KEITH ROAD, SUITE 201  
WILDOMAR, CALIFORNIA 92595



PROJECT PLANS FOR  
**ALMOND STREET SIDEWALK  
IMPROVEMENT PROJECT**



**VICINITY MAP**  
NTS

**INDEX OF SHEETS**

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1 .....	TITLE SHEET
2 .....	GENERAL NOTES
3 .....	ALMOND ST PLAN VIEW
4 .....	DETAILS

**CONTACTS:**

DESIGN  
INTERWEST CONSULTING GROUP  
STEVEN PALMER (916) 378-4677

WATER & SANITARY SEWER  
ELSINORE VALLEY MUNICIPAL WATER DISTRICT  
IMAD BAIYASI (951) 674-3146

FIRE  
RIVERSIDE COUNTY FIRE DEPARTMENT / CALFIRE  
STEVEN BEACH (951) 246-2337

DRAINAGE  
CITY OF WILDOMAR  
DAN YORK (951) 677-7751

ELECTRICITY  
SOUTHERN CALIFORNIA EDISON  
KATIE PARSELL (951) 249-8353

GAS  
SOUTHERN CALIFORNIA GAS COMPANY  
ROD PACULBA (909) 335-7558

TELEPHONE  
VERIZON  
PHIL BRILLINGER (951) 658-7305

TIME WARNER  
XOCHITL ORTEGA (951) 830-0419

UNDERGROUND SERVICE ALERT  
(800) 227-2600

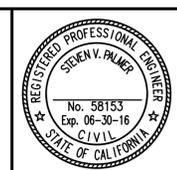
**APPROVALS:**

CITY OF WILDOMAR

CITY ENGINEER \_\_\_\_\_ DATE  
DAN YORK

REVISIONS			
NO.	DESCRIPTION	DATE	BY

**BENCHMARK**  
ELEV. = 1255.3263  
DESCRIPTION: RIVERSIDE COUNTY #E-21-A U.S.G.S. 3-1/2" BRASS DISK STAMPED "1254 RESET 1964", AT WILDOMAR, IN THE SOUTHWEST CORNER OF THE INTERSECTION OF CENTRAL STREET, 79 FEET WEST OF THE CENTERLINE OF PALOMAR STREET, 142 FEET NORTHEAST OF THE WILDOMAR SCHOOL AND ABOUT 125 FEET SOUTH OF THE OLD POST OFFICE. A STANDARD DISK SET IN DRILL HOLE IN THE BASE OF THE WILDOMAR SCHOOL BELL TOWER, 6 INCHES WEST OF THE NORTHWEST CORNER OF THE TOWER.



PROJECT NAME:  
**ALMOND STREET SIDEWALK  
IMPROVEMENTS**

DESIGNED BY: S. PALMER  
DATE: 05/29/2014  
CHECKED BY: S. PALMER  
DATE: 05/29/2014

**CITY OF WILDOMAR**  
DEPARTMENT OF PUBLIC WORKS  
ALMOND STREET SIDEWALK  
TITLE SHEET

SHEET  
1  
OF  
4

**GENERAL NOTES**

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF WILDOMAR IMPROVEMENT STANDARDS AND SPECIFICATIONS, LATEST EDITION, RIVERSIDE COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS, AND SPECIFIED SECTIONS OF THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSED PROFESSIONAL PRIOR TO CONSTRUCTION.
- CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO CITY STANDARD NO. 206 AND/OR NO. 207, AS DIRECTED IN THE FIELD.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF WILDOMAR. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED FOR REVIEW TO THE CITY INSPECTOR PRIOR TO PLACEMENT AND START OF ANY CONSTRUCTION.
- A. CONSTRUCTION PROJECT MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.  
B. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE NOI WITH A VALID WDD NUMBER.
- EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE ENGINEERING DEPARTMENT.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMIT # \_\_\_\_\_ ON THE PLAN.
- FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
- THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UNKNOWN UNDERGROUND UTILITIES.

**EROSION & SEDIMENT CONTROL NOTES**

- EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP's) SHALL BE INSTALLED AND MAINTAINED ALL YEAR ROUND.
- ALL DRAINAGE INLETS IMMEDIATELY DOWNSTREAM OF THE WORK AREAS AND WITHIN THE WORK AREAS SHALL BE PROTECTED WITH SEDIMENT CONTROL AND INLET FILTER BAGS, YEAR ROUND. INLET FILTER BAGS SHALL BE REMOVED FROM THE DRAINAGE INLETS UPON ACCEPTANCE OF THE PUBLIC IMPROVEMENTS BY THE CITY.
- ALL AREAS DISTURBED DURING CONSTRUCTION, BY GRADING, TRENCHING, OR OTHER ACTIVITIES, SHALL BE PROTECTED FROM EROSION. HYDROSEED, IF UTILIZED AND PLACED DURING THE WET SEASON SHALL USE A SECONDARY EROSION PROTECTION METHOD.
- SENSITIVE AREAS AND AREAS WHERE EXISTING VEGETATION IS BEING PRESERVED SHALL BE PROTECTED WITH CONSTRUCTION FENCING. EROSION SEDIMENT CONTROL BMP's SHALL BE INSTALLED WHERE ACTIVE CONSTRUCTION AREAS DRAIN INTO SENSITIVE OR PRESERVED VEGETATION AREAS.
- SEDIMENT CONTROL BMP's SHALL BE PLACED ALONG THE PROJECT PERIMETER WHERE DRAINAGE LEAVES THE PROJECT. SEDIMENT CONTROL BMP's SHALL BE MAINTAINED YEAR ROUND UNTIL THE CONSTRUCTION IS COMPLETE OR THE DRAINAGE PATTERN HAS BEEN CHANGED AND NO LONGER LEAVES THE SITE.
- EROSION AND SEDIMENT CONTROL MEASURES FOR THIS PROJECT SHALL BE IN SUBSTANTIAL COMPLIANCE AT ALL TIMES WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THE PROJECT IN ACCORDANCE WITH THE STATE OF CALIFORNIA GENERAL CONSTRUCTION PERMIT. THIS PERMIT REQUIRES THAT THE SWPPP BE KEPT UP TO DATE TO REFLECT THE CHANGING SITE CONDITIONS AND THE SWPPP IS TO BE AVAILABLE ON SITE AT ALL TIMES FOR REVIEW BY STATE AND LOCAL INSPECTORS.

**SIGNING & STRIPING GENERAL NOTES**

- ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, (800) 227-2600, AND ALL CONCERNED UTILITY COMPANIES AT LEAST TWO WORKING DAYS IN ADVANCE OF EXCAVATION.
- ALL SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZES. STREET NAME SIGN SHALL CONFORM TO COUNTY STD 815 AND 816.
- ALL PAVEMENT MARKINGS AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZES. ALL MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.
- THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
- ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
- ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
- THE CONTRACTOR SHALL APPLY PAVEMENT MARKINGS AND STRIPES INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS USING THERMOPLASTIC MATERIAL.
- THE CONTRACTOR SHALL FURNISH AND INSTALL RAISED PAVEMENT MARKERS (RPMS) WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 4" X 4" WOOD POST AND 48" SIGN PANEL ON 4" X 6" WOOD POST WITH ANCHOR BLOCKS, FASTENED WITH HEX BOLTS AND NUTS PER CALTRANS STANDARD PLAN RS2, IF NOT WITHIN SIDEWALK UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER. IF THE SIGN IS WITHIN THE SIDEWALK, A GALV. 2" ID POLE IS REQUIRED AND A 12" SQUARE BLOCK OUT SHALL BE PROVIDED IN THE SIDEWALK. TELSPAR OR SQUARE TUBE ALLOWED AS APPROVED BY INSPECTION.
- THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY INSPECTOR OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL LAYOUT (CAT-TRACK) THE PROPOSED STRIPING AND MARKINGS IN ACCORDANCE WITH THE PLANS WITHIN THREE WORKING DAYS OF FINAL PAVING. CONTACT CITY INSPECTOR TO OBTAIN APPROVAL OF LAYOUT PRIOR TO ACTUAL INSTALLATION.
- THE CONTRACTOR SHALL COORDINATE ALL SIGNING AND STRIPING WORK THROUGH ENGINEER PRIOR TO OPENING NEW ROADWAYS AND/OR EXISTING ROADWAYS TO NEW SIGNING AND STRIPING IN ACCORDANCE WITH THE PLANS.

**ABBREVIATIONS:**

FG	FINISHED GRADE	SD	STORM DRAIN PIPE
EG	EXISTING GRADE	SF	SQUARE FEET
EX	EXISTING	FL	FLOW LINE
GB	GRADE BREAK	CL	CONTROL LINE
BOW	BACK OF WALK	HP	HIGH POINT
HDPE	HIGH DENSITY POLYETHYLENE PIPE	LP	LOW POINT
CMP	CORRUGATED METAL PIPE	AB	AGGREGATE BASE
INV	PIPE INVERT	AC	ASPHALT CONCRETE
MB	MAILBOX	TM	TRANSMISSION MAIN
ROW	RIGHT-OF-WAY	OG	OPEN GRADED
		WM	WATER METER

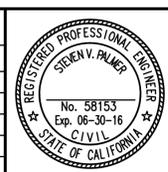
**LEGEND**

	EXIST. TRAFFIC SIGNAL BOX		EXIST. SANITARY SEWER
	EXIST. STREET LIGHT		EXIST. STORM SEWER
	EXIST. FIRE HYDRANT		EXIST. WATER LINE
	EXIST. WATER VALVE		EXIST. GAS LINE
	EXIST. UTILITY POLE		EXIST. IRRIGATION LINE
	EXIST. UTILITY POLE W/ GUY WIRE		EXIST. OVERHEAD ELECTRIC LINE
	EXIST. GAS VALVE		EXIST. UNDERGROUND ELECTRIC LINE
	EXIST. MANHOLE		EXIST. TELEPHONE
	EXIST. CONIFEROUS TREE		EXIST. FENCE
	EXIST. DECIDUOUS TREE		PROPOSED FLOWLINE, CURB & GUTTER
	EXISTING MINOR CONTOUR		PROPOSED SIGN
	EXISTING MAJOR CONTOUR		PROPOSED SPOT ELEVATION
	EXISTING FENCE		PROPOSED MINOR CONTOUR
			PROPOSED MAJOR CONTOUR
			PROPOSED RIGHT-OF-WAY

**CONSTRUCTION NOTES**

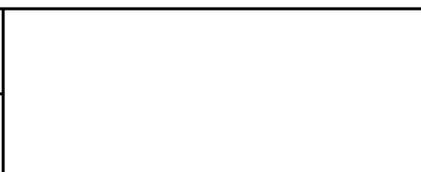
- |  |   |
|--|---|
| ① SAWCUT AND JOIN EXISTING ASPHALT PER DETAIL ON SHEET 4                         | ⑨ CONSTRUCT CROSS GUTTER PER CITY STD. NO. 209                          |
| ② REMOVE EXISTING ASPHALT CURB   | ⑩ REMOVE EXISTING MAILBOX AND INSTALL NEW MAILBOX PER DETAIL ON SHEET 4 |
| ③ REMOVE EXISTING DRIVEWAY   | ⑪ ADJUST UTILITY BOX TO GRADE   |
| ④ CONSTRUCT CURB AND GUTTER PER CITY STD. NO. 200 MODIFIED PER DETAIL ON SHEET 4 | ⑫ PROTECT EXISTING UTILITY IN PLACE                                     |
| ⑤ CONSTRUCT CONCRETE SIDEWALK PER CITY STD. NO. 401                              | ⑬ INSTALL THERMOPLASTIC CROSSWALK - 12" YELLOW                          |
| ⑥ CONSTRUCT UNDER SIDEWALK DRAIN PER CITY STD. NO. 309                           |   |
| ⑦ CONSTRUCT CURB RAMP CASE A PER CITY STD. NO. 403                               |   |
| ⑧ CONSTRUCT RESIDENTIAL DRIVEWAY PER CITY STD. NO. 207                           |   |

REVISIONS			
NO.	DESCRIPTION	DATE	BY



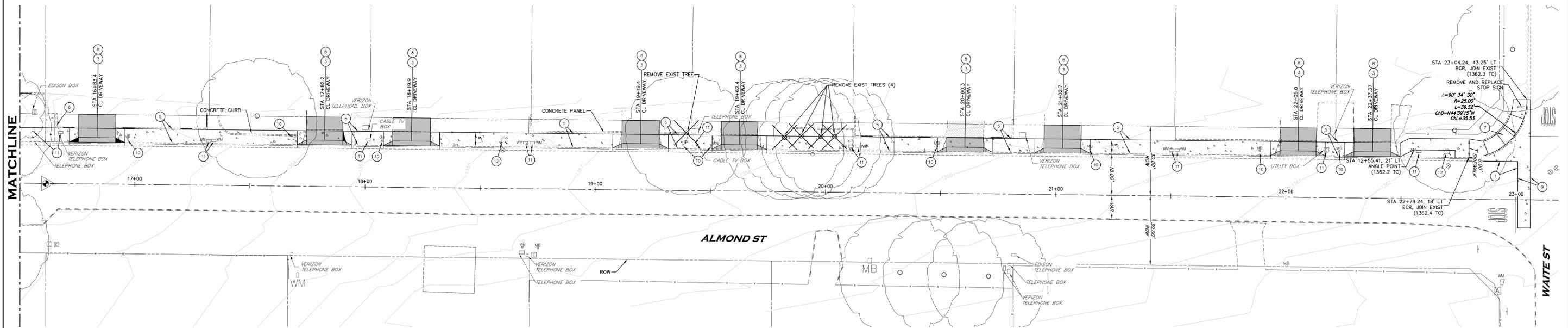
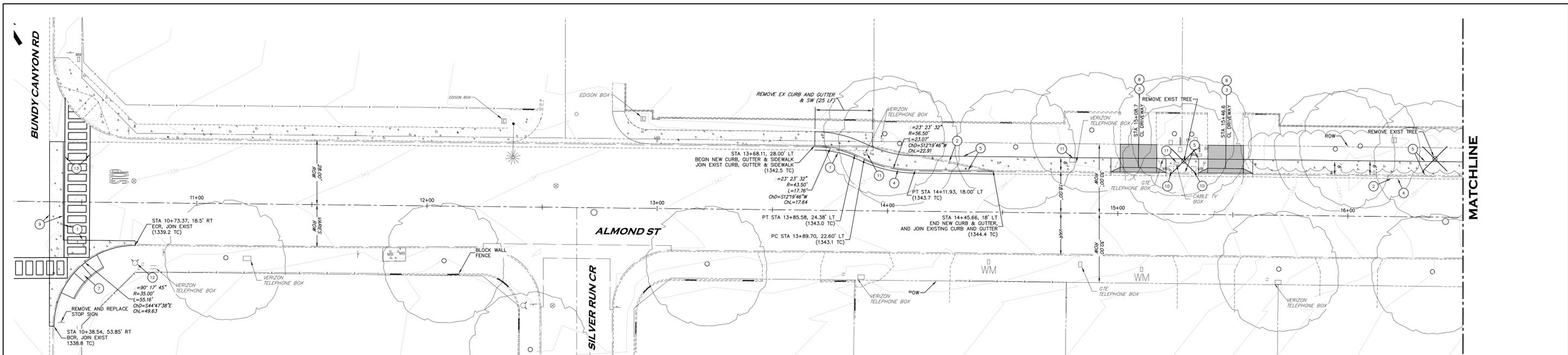
**PROJECT NAME:**  
**ALMOND STREET SIDEWALK IMPROVEMENTS**

DESIGNED BY: S. PALMER  
DATE: 05/29/2014  
CHECKED BY: S. PALMER  
DATE: 05/29/2014



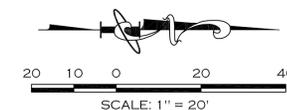
**CITY OF WILDOMAR**  
**DEPARTMENT OF PUBLIC WORKS**  
**ALMOND STREET SIDEWALK**  
**GENERAL NOTES**

**SHEET**  
**2**  
**OF**  
**4**

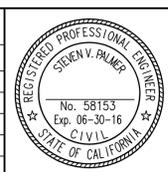


**CONSTRUCTION NOTES**

- ① SAWCUT AND JOIN EXISTING ASPHALT PER DETAIL ON SHEET 4
- ② REMOVE EXISTING ASPHALT CURB
- ③ REMOVE EXISTING DRIVEWAY
- ④ CONSTRUCT CURB AND GUTTER PER CITY STD. NO. 200 MODIFIED PER DETAIL ON SHEET 4
- ⑤ CONSTRUCT CONCRETE SIDEWALK PER CITY STD. NO. 401
- ⑥ REMOVE AND CONSTRUCT UNDER SIDEWALK DRAIN PER CITY STD. NO. 309
- ⑦ CONSTRUCT CURB RAMP CASE A PER CITY STD. NO. 403
- ⑧ CONSTRUCT RESIDENTIAL DRIVEWAY PER CITY STD. NO. 207
- ⑨ CONSTRUCT CROSS GUTTER PER CITY STD. NO. 209
- ⑩ REMOVE EXISTING MAILBOX AND INSTALL NEW MAILBOX PER DETAIL ON SHEET 4
- ⑪ ADJUST UTILITY BOX TO GRADE
- ⑫ PROTECT EXISTING UTILITY IN PLACE
- ⑬ INSTALL THERMOPLASTIC CROSSWALK - 12" YELLOW



REVISIONS			
NO.	DESCRIPTION	DATE	BY



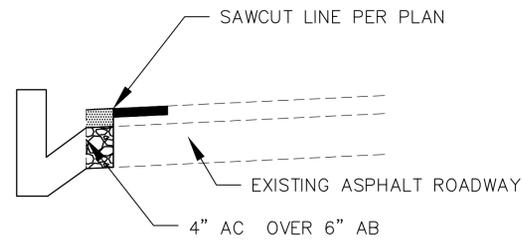
**PROJECT NAME:**  
**ALMOND STREET SIDEWALK IMPROVEMENTS**

DESIGNED BY: S. PALMER  
 DATE: 05/29/2014

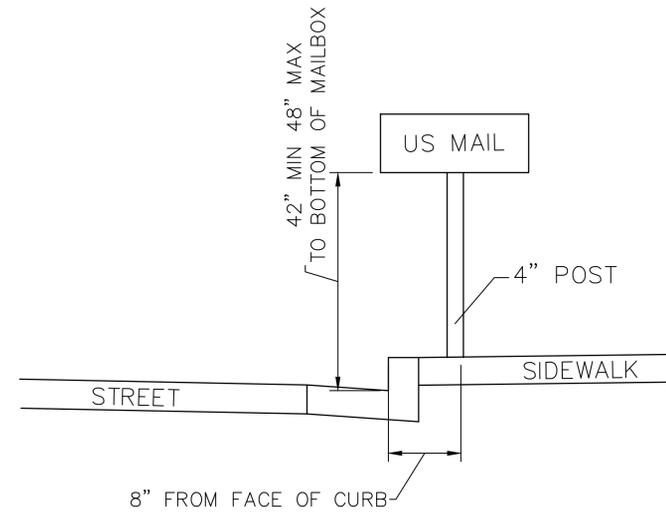
CHECKED BY: S. PALMER  
 DATE: 05/29/2014

**CITY OF WILDOMAR**  
**DEPARTMENT OF PUBLIC WORKS**  
**ALMOND STREET SIDEWALK**  
**PLAN VIEWS**

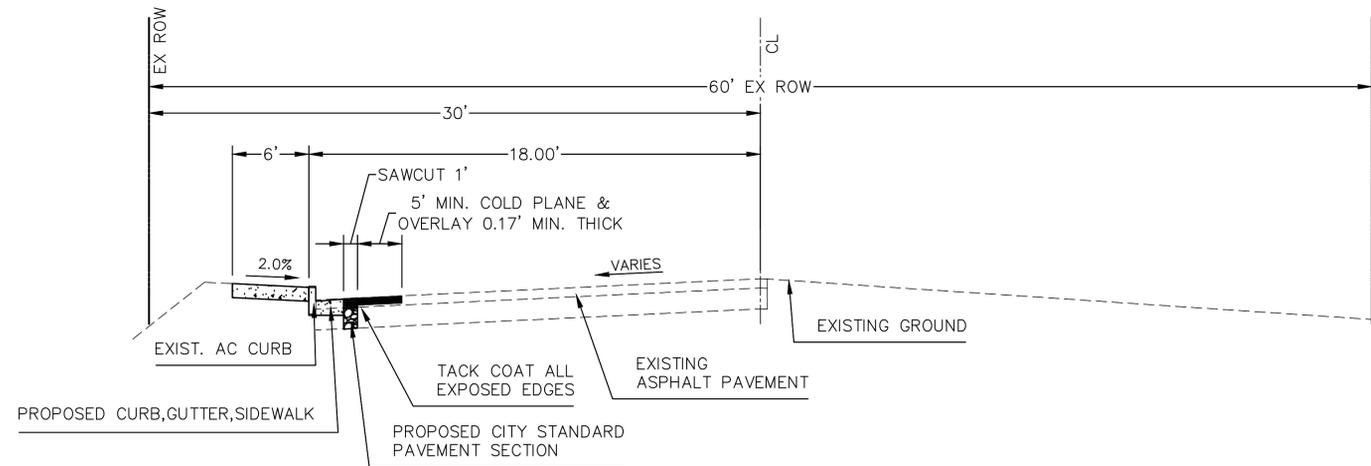
**SHEET**  
**3**  
**OF**  
**4**



1 JOIN EXISTING ASPHALT  
N.T.S.

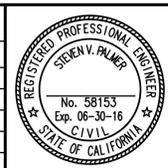


7 MAILBOX DETAIL  
NTS



1 JOIN DETAIL  
TYPICAL SECTION  
ALMOND STREET  
N.T.S.

REVISIONS			
NO.	DESCRIPTION	DATE	BY



PROJECT NAME:  
**ALMOND STREET SIDEWALK IMPROVEMENTS**

DESIGNED BY: S. PALMER  
DATE: 05/29/2014  
CHECKED BY: S. PALMER  
DATE: 05/29/2014

**CITY OF WILDOMAR**  
DEPARTMENT OF PUBLIC WORKS  
ALMOND STREET SIDEWALK  
**DETAILS**

SHEET  
4  
OF  
4

## **EXHIBIT "A" PLANS AND SPECIFICATIONS**

The following plans and specifications are incorporated into this Contract herein by this reference:

The work for which this proposal is submitted is for construction in conformance with the project plans described below, including any addenda thereto, the contract annexed hereto, these Technical Specifications, and also in conformance with the Riverside County Road Improvement Standards and Specifications, dated December 20, 2007 (herein referred to as the Standard Construction Specifications), California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications, dated May 2006 (herein referred to as the State Standard Specifications), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Plans for the work are as follows:

### **Almond Street Sidewalk Improvements Project – CIP0020**

Sheet 1:	Title Sheet
Sheet 2:	General Notes
Sheet 3:	Almond Street Plan
Sheet 4:	Construction Details

## **EXHIBIT "B" SPECIAL CONDITIONS**

### **Standard Erosion and Sediment Control Plan Notes:**

1. Dust control shall conform to Section 10, "Dust Control", Section 7-1.01F, "Air Pollution Control", Section 17, "Watering", and Section 18 "Dust Palliative" of the State Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley", all other applicable Federal and State laws, and the requirements set forth herein.
2. The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the City of Wildomar, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the City of Wildomar by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the State Standard Specifications. The cost of all fines levied against the City of Wildomar will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.
3. Dust control of all of the contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to person living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.
4. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.
5. Attention is directed to AQMD Rule 403.1, which applies to all contracts within the City of Wildomar. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at [www.aqmd.gov](http://www.aqmd.gov).
6. Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the State Standard Specifications.
7. The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.

8. A site specific fugitive dust control plan shall be submitted to the City Engineer for review and approval at least 10 days prior to the start of construction.
9. The fugitive dust control plan shall include the “Reasonably Available Control Measures” and “Best Available Control Measures” of controlling fugitive dust, as may be appropriate and necessary, including by not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the City Engineer.
10. If the Project Inspector determines that the project scope and the forecasted weather conditions are such that the Contractor’s work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractors responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.
11. A completion notice will not be filled, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitable stabilized for long term control of fugitive dust.
12. The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the City Engineer. Attendance at AQMD training seminars can be scheduled the AQMD at 1-866-861-DUST or by email to [dustcontrol@agmd.gov](mailto:dustcontrol@agmd.gov). Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the Best Available Control Measures” and “Reasonably Available Control Measures”, and other associated information, including a listing of suggested dust control related to devices, material and chemicals.
13. This signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control enforceability of those requirements.
14. Full compensation for conformance with these dust abatement requirements, including lab equipment and materials, developing water supply and incidentals, shall be considered as included in items of work, and no additional compensation will be allowed therefore.

## **EXHIBIT "C" CERTIFICATION LABOR CODE-SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**[INSERT CONTRACTOR'S NAME]**

By:

[INSERT NAME]  
[INSERT TITLE]

**EXHIBIT “D” CONTRACT MODIFICATIONS**

**FAITHFUL PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, WHEREAS, THE CITY OF WILDOMAR**, hereinafter designated as the “City”, entered into a Contract dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ hereinafter designated as the “Contractor” for the work described as follows:

\_\_\_\_\_ Project

**WHEREAS**, the said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

**WHEREAS**, the Contract is by reference made a part hereof;

**NOW, THEREFORE**, we, \_\_\_\_\_ the undersigned Contractor, as Principal, and \_\_\_\_\_ (corporate surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT**, if the above bounded Contractor, 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 agreements in the said Contract and any alterations 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 and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this

paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract 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 Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees to be fixed by the Court.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address of Surety

and

\_\_\_\_\_  
Telephone No. of Surety

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney in Fact

**NOTE:** If Contractor is Partnership, all parties must execute Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

**NOTICE:** The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

**MANDATORY:** The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § § § 995.310, 995.311, 995.320)

**APPROVAL:** Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, WHEREAS, THE CITY OF WILDOMAR**, hereinafter designated as the “City”, has awarded to \_\_\_\_\_, hereinafter designated as the “Contractor” a Contract for the work described as follows:

\_\_\_\_\_ Project

**WHEREAS**, the Contractor is required by the Contract and by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

**NOW, THEREFORE**, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the \_\_\_\_\_ in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) said sum being not less than one hundred (100) percent of the total Contract amount payable by the city, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT**, if the Contractor, his or its heirs, executors, administrators, successors and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay all court costs, expenses and reasonable attorney’s fee to the prevailing party to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address of Surety

and

By: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. of Surety

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney in Fact

**NOTE:** If Contractor is Partnership, all parties must execute Bond.

**IMPORTANT:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

**NOTICE:** The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

**MANDATORY:** The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § 995.311)

**APPROVAL:** Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

## PART IV. TECHNICAL SPECIFICATIONS

## **1. CONSTRUCTION STAKING AND SURVEYS**

The Contractor shall be responsible for establishing all lines, grades and layout for all construction.

This work shall consist of furnishing and setting construction stakes and markers by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as necessary for the City Engineer to check lines, grades, alignment and elevations.

The requirements in Section 5-1.07, "Lines and Grades," of the State Standard Specifications, which require the establishment of lines and grades by the City Engineer shall not apply to this contract.

Construction staking shall be performed as necessary to control the work as determined by the City Engineer. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and section shown on the plans. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to the Contractor at the pre-construction conference for his use in performing the construction staking.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Construction stakes shall be removed from the site of work when no longer needed.

### **Measurement and Payment**

Payment for construction staking and surveys shall be considered as included in the Contract prices paid for the various items of work and no additional payment will be made therefore.

## **2. WATER POLLUTION CONTROL PROGRAM**

As part of the Contractor's Water Pollution Control Program, the Contractor shall submit a Stormwater Pollution Prevention Plan (SWPPP), conforming to "The Construction Site Best Management Practices (BMPs) Manual" and the "Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" for the State of California, for review and acceptance at least five (5) working days prior to the pre-construction conference. The Contractor shall revise the SWPPP as indicated by the City.

In the event that the project is not completed due to the weather, the City Engineer will notify the Contractor to cease operations. After notification, the Contractor shall cease operations as indicated in the notification and winterize the project as specified in the Contractor's SWPPP and to the satisfaction of the City Engineer. When weather permits, the City Engineer will notify the Contractor to resume operations. After notification, the Contractor shall resume operations within ten (10) calendar days and diligently complete the Contract. The Contractor shall not make any claim nor receive compensation for anticipated profits, loss of profits, damages, or any extra payment due to the work stoppage ordered by the City Engineer due to inclement weather.

### **Measurement and Payment**

The contract Lump Sum price paid for Stormwater Pollution Prevention Plan shall include full compensation for ceasing operations, mobilization, performing all work items as contained in the SWPPP and conforming to the requirements of this section and no additional compensation will be allowed therefore.

### **3. CONTROL OF MATERIALS**

The Contractor shall comply with the requirements as set forth in Section 3, “Materials” of the Standard Construction Specifications and these Technical Specifications.

Certificates of Compliance shall conform to Section 6-1.07, “Certificates of Compliance,” of the State Standard Specifications and shall be furnished for all manufactured products unless otherwise waived by the City Engineer.

All materials required to complete the work under this contract shall be produced or furnished, delivered, and installed by the Contractor unless otherwise specified in these specifications. The Contractor shall be responsible for controlling the quality of materials entering the work and of the work performed.

Inspection and testing shall be in accordance with Section 2, “Inspection and Testing” of the Standard Construction Specifications except that Quality Control testing shall be provided by the Contractor at his or her expense. The City shall be responsible for all additional Quality Assurance testing and expenses, as deemed necessary by the City Engineer. All material testing shall be at a lab approved by the City Engineer.

The Contractor is responsible for the costs and making all the arrangements to stockpile and store materials and/or equipment as work is performed. The City Engineer shall approve the duration and location of all temporary stockpiles and storage location for the Contractor’s material and/or equipment within the right of way. The Contractor shall immediately comply with the City Engineer’s instructions regarding any stockpile or storage locations to the satisfaction of the City Engineer.

### **Measurement and Payment**

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

### **4. PROGRESS SCHEDULE**

Contractor will provide the City Engineer with formal, written “Two Week Look Ahead Schedules” each Friday throughout the duration of the contract.

During the duration of the contract, on or before the first calendar Friday of each month, the Contractor shall submit a complete, updated “Monthly Progress Schedule” to the City Engineer. Updated progress schedules shall incorporate all current schedule information, actual progress, approved adjustments of time, and proposed changes in sequence and logic.

If Contractor fails to maintain and submit current Two Week Look Ahead Schedules and Monthly Progress Schedules as specified above, monthly progress payments for work completed will be withheld until such time that schedules are submitted as required.

### **Measurement and Payment**

Full compensation for Progress Schedules, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

## **5. INCLEMENT WEATHER PROTECTION**

The Contractor's attention is directed to Section 8-1.05 "Temporary Suspension of Work" of the State Standard Specifications.

Contractor is directed to the Water Pollution Control Program (WPCP) section found elsewhere in these specifications.

In the event that the Contractor's work is suspended due to inclement weather for a period exceeding seven (7) calendar days, all sections of curb and gutter that have been removed shall be backfilled with aggregate base to match the existing gutter grade. Compaction shall be a minimum of ninety percent (90%), and shall be placed in such a manner as to minimize the amount of standing water in the removed gutter sections and thereby reducing water infiltration into the road base. Driveway areas shall also be covered with trench plating. Drop inlets downstream of curb and gutter areas that have been backfilled with aggregate base shall be protected as specified in the Contractor's WPCP. Upon resumption of work, the excess compacted aggregate base shall be removed with the remaining aggregate base recompacted and tested prior to curb and gutter installation.

### **Measurement and Payment**

Full compensation for ceasing operations (demobilization), providing and maintaining drainage inlet protection, performing various items within the Contractor's Water Pollution Control Program or as specified herein, and resuming operations (mobilization) after inclement weather shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

## **6. AESTHETIC CLEAN-UP**

The Contractor is responsible for the timely removal of asphalt, concrete, dirt, and oil on gutters, sidewalks, driveways, roadways within and adjacent to the project limits, and haul route roadways that was tracked, sprayed, or deposited by his equipment or personnel under his control.

Upon completion of all construction operations, all roadways within the project limits shall be cleaned by sweeping, flushing, power brooms, power blowers, or other means approved by the City Engineer, to remove all dirt and foreign material. Haul routes shall be cleaned of materials tracked or deposited by the Contractor's equipment or personnel. All sanitary sewer and drainage facilities and their appurtenant structures constructed or modified under the contract shall be

cleaned out. All materials and equipment in stockpile and storage locations shall be removed and the areas cleaned to the satisfaction of the City Engineer.

### **Measurement and Payment**

Full compensation for Aesthetic Clean-Up, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

## **7. UNIT PRICE CONTRACT**

The provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply to any bid item.

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities.

## **8. MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the State Standard Specifications and as provided herein.

Mobilization shall include, but shall not be limited to, satisfactory completion of the following tasks:

1. Signing of the Contract by the City and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing a Notice to Proceed.
3. Issuance of Notice to Proceed.
4. Pre-Construction Conference.
5. Documentation of Existing Conditions at the site, in accordance with Section provided herein.

Mobilization shall not exceed 5% of the total bid.

### **Measurement and Payment**

The contract Lump Sum price paid for Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work described under Mobilization, as specified in the State Standard Specifications, these specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

## **9. PUBLIC NOTIFICATION**

The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utilities companies, refuse collectors, schools, and any other persons or agencies who may be affected by this project at least two (2) weeks prior to construction. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

- General information
- Traffic delays and alternate routes
- Tree removals and/or trimming
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops
- Adjustment of utilities
- Waste pick up

Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least fourteen (14) days in advance. This notification will provide general information about the project, approximate range of dates on when construction will take place, time of work, Contractor's name and phone number and any other pertinent information for residents. The Contractor shall provide the City Engineer a copy of the proposed written notification for review seventy-two (72) hours prior to delivery.

If operations have been postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses minimum of two (2) working days prior to the start of the work.

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the City Engineer.

### **Measurement and Payment**

Full compensation for Public Notification, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

## **10. CONSTRUCTION AREA TRAFFIC CONTROL**

The Contractor's attention is directed to Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Technical Specifications.

The Contractor shall submit a Traffic Control Plan (TCP) for review and approval by the City Engineer. The TCP shall be submitted 10 calendars prior to beginning any construction work.

**No work may take place prior to the review and approval of the Contractor's TCP by the City.**

The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract. The Contractor shall be responsible for the safety of vehicular and pedestrian traffic within the project limits and on the adjacent approaches to the project.

**The paving shall be staged such that no traffic is allowed on the new asphalt concrete overlay for a minimum of one (1) hour after the finish roller compaction. Traffic shall be detoured around the construction site by flaggers.**

The Contractor shall cooperate and allow City work crews to use the traffic control system when set up for the Contractor's work. The Contractor is not obligated to maintain the traffic control system beyond their scheduled activities.

### **Measurement and Payment**

The contract Lump Sum price paid for Construction Area Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, public notification, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, replacing, public notification, and disposing of the components of the traffic control system.

## **11. EXISTING FACILITIES**

The Contractor's attention is directed to Section 5, "Obstructions" of the Standard Construction Specifications, and Section 15, "Existing Highway Facilities," of the State Standard Specifications. It shall be the responsibility of the Contractor to protect existing curb, gutter, culverts, signs, traffic signal detectors, and other roadway appurtenances not scheduled for removal under this contract while sawcutting and rotomilling the existing road surface, placing the overlay, or performing other work under the Contract. Facilities damaged due to the Contractor's operations shall be repaired or replaced as directed by the City Engineer by the Contractor at his sole expense.

In the event that a sign is knocked down or a signal or lighting facility is damaged, the Contractor shall immediately call the Department of Public Works at 951-677-7751 and the facilities shall be repaired or replaced, by the Contractor at his sole expense, so as to be fully operational within twenty-four (24) hours.

All manhole and other utility covers located in the work area shall be carefully referenced out by the Contractor and the locations of the covers painted on the surface immediately after paving.

The Contractor shall be responsible for limiting the "tracking" of material off of the project site. The Contractor shall sweep the street and/or sidewalk to remove the material. The Contractor shall submit to the City Engineer the proposed haul route to each job site two (2) working days prior to starting work.

Where excavations are performed in the vicinity of underground utility services, the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact location. Extreme care shall be exercised by the Contractor to avoid damage to utility services and to coordinate the work with utility agencies. It shall be the Contractor's responsibility to have repairs made to existing facilities in the event of damage. The costs of all such repairs are the Contractor's responsibility.

The Contractor shall notify Underground Service Alert at (800) 227-2600 forty-eight (48) hours prior to the start of any work.

This project includes work on streets with mature trees adjacent to the roadway. In some locations, the tree canopy may extend over the roadway. It is the responsibility of the Contractor to conduct construction operations around said tree canopy such that the work is accomplished without damaging or injuring tree or tree limbs in any way.

### **Measurement and Payment**

Full compensation for Existing Facilities, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

## **12. CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the State Standard Specifications Section 7, "Clearing and Grubbing," of the Standard Construction Specifications and these special provisions. Vegetation shall be cleared and grubbed only within the project limits shown on the plans.

All excess materials and debris resulting from clearing and grubbing or excavation shall be removed and disposed outside of the Right of Way.

Removal of existing trees and landscape areas shown on the Plans shall be performed under this section.

All removals not measured and paid for separately in these specifications, shall be paid for under clearing and grubbing.

### **Measurement and Payment**

The contract Lump Sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved, including tree and landscape removal, as specified in the Standard Construction Specifications, these specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

## **13. SURPLUS MATERIAL DISPOSAL**

Disposal of surplus material shall conform to the provisions in Section 22, "Finishing Roadway," of the State Standard Specifications and these Technical Specifications. All excess excavated material, broken concrete, and any other excess material resulting from excavation or

construction shall become the property of the Contractor and shall be removed from the Right of Way.

The Contractor shall comply with all City ordinances when disposing of surplus material within the City.

### **Measurement and Payment**

Full compensation for Surplus Material Disposal, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

## **14. ROADWAY EXCAVATION**

Roadway Excavation shall conform to the provisions in Section 8, "Earthwork," of the Standard Construction Specifications and these special provisions. This item includes the minor grading as shown on the plans.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.17-foot before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefor.

### **Materials**

All fill shall be approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils free from significant quantities of oversized rubble, rubbish and vegetation, and having been tested and approved by the Geotechnical Engineer prior to use. Clods, rocks or hard lumps exceeding four inches (4") in final size shall not be allowed in the upper two feet (2') of any fill supporting buildings or pavements.

If required, imported fill materials shall be compactable soils approved by the City of Wildomar; they shall meet the above requirements; shall have plasticity indices not exceeding fifteen (15); an expansion index not exceeding twenty (20); and shall be of three-inch (3") maximum particle size.

### **Seasonal Limits**

Fill materials shall not be placed, spread or rolled during unfavorable weather conditions. When heavy rains interrupt the work, fill operations shall not be resumed until field tests indicate that the moisture content and density of the fill are satisfactory.

### **Landscaped Areas**

In these areas any excavated material from the site may be used for embankment and shall be compacted to 85% relative compaction.

The City Engineer may direct the Contractor to perform additional roadway excavation for areas in which unsuitable material is encountered. The depth and limits of the additional excavation shall be determined by the City Engineer and any excavation beyond the limits determined by the City Engineer shall be at the Contractor's expense. The unsuitable material resulting from the

additional roadway excavation shall become the property of the Contractor and shall be removed from the Right of Way. Excavated areas shall be backfilled with the material specified by the City Engineer and shall be paid for at the bid price of the appropriate bid item and no additional compensation will be made therefore.

### **Measurement and Payment**

The contract unit price paid per Cubic Yard of Roadway Excavation as directed by the City Engineer shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including excavation, subgrade preparation, rough and fine grading, compaction, and excess material disposal as specified in the Standard Construction specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Roadway Excavation required, and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply. The quantity to be paid for will be the actual amount of Roadway Excavation completed.

## **15. ADJUST UTILITY BOX TO GRADE**

Contractor shall adjust utility boxes to grade, as shown on the plans, as specified in these Technical Provisions and as directed by the City Engineer.

All work shall be performed under the direction of the Owner of the utility box and be in accordance with their requirements and the Standard Construction Specifications.

### **Measurement and Payment**

The contract unit price per Each paid for Adjust Utility Box to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in adjusting the electrical boxes to grade, including providing new traffic lids, cutting, trenching, laying, blocking, making connections, disinfecting, testing, backfilling, as shown or specified in the Contract, in these Specifications, and as directed by the Agency and no additional compensation will be allowed therefore.

## **16. REMOVE EXISTING MAILBOX AND INSTALL NEW**

Existing mailboxes shall be removed and new mailboxes installed in conformance with the details on the plans. During construction operations, the mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but shall be accessible for delivery at all times. During construction, the mailboxes shall be installed on posts set in the ground or the mailboxes may be installed on temporary supports approved by the City Engineer. When construction is complete, the mailboxes shall be installed in the final position shown on the plans.

The space around the posts shall be backfilled with earthy material. The backfill material shall be placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted.

Newspaper boxes on individual posts will be considered as mailboxes for measurement and payment. Newspaper boxes attached to existing mailbox posts shall be removed and fastened to the new mailbox posts and no separate payment will be made therefor.

#### **Measurement and Payment**

The contract unit price per Each paid for Remove Existing Mailbox and Install New shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved and no additional compensation will be allowed therefore.

Full compensation for disposing of existing posts, mounts, and hardware; moving and maintaining the mailboxes (regardless of the number of moves required); and for furnishing new posts, planks, and hardware shall be considered as included in the contract unit price paid for reset mailbox and no additional compensation will be allowed therefor.

### **17. SAWCUT AND REMOVE EXISTING CONCRETE CURB, GUTTER, SIDEWALK**

Removal of Portland Cement Concrete (PCC) Curb, Gutter, Sidewalk shall conform to Section 73-1.06, "Sidewalk, Gutter Depression, Island Paving, Curb Ramp (Wheelchair Ramp), and Driveway Construction," of the State Standard Specifications these Technical Specifications, and as directed by the City Engineer.

The exact quantity of Curb, Gutter, Sidewalk to be removed at each location shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

#### **Measurement and Payment**

The contract unit price paid per Linear Foot of Sawcut and Remove Existing Concrete Curb, Gutter, Sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in Sawcut and Removal of Existing Concrete Curb, Gutter, Sidewalk including but not limited to excavation, removal and disposal of excess materials as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

### **18. REMOVE EXISTING ASPHALT CURB**

Removal of Asphalt Curb shall conform to Section 15-2.02B, "Remove Pavement," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

The exact quantity of Asphalt Curb to be removed at each location shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

#### **Measurement and Payment**

The contract unit price paid per Linear Foot of Remove Asphalt Curb shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including but not limited to excavation, removal and disposal of excess materials as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

## **19. AGGREGATE BASE, CLASS 2**

Aggregate base shall be Class 2 and shall conform to Section 10.03, "Aggregate Base Class 2," of the Standard Construction Specifications, Section 26, "Aggregate Bases," of the State Standard Specifications, and these Technical Specifications.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform and firm base free of pockets of coarse or fine material when properly compacted.

Aggregate Base, Class 2 shall be placed, where shown on the plans and conforming to Detail shown on the plans, under new curb, gutter, sidewalk, driveway, and sidewalk ramps, as specified in these specifications, and as directed by the City Engineer.

### **Measurement and Payment**

The contract unit price paid per Ton of Aggregate Base, Class 2 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the Standard Construction Specifications, these specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

## **20. ASPHALTIC EMULSION BINDER (TACK COAT)**

An asphalt emulsion binder (tack coat) shall be furnished and applied in accordance with the provisions in Section 12, "Road-Mixed Asphalt Surfacing" of the Standard Construction Specifications, Section 94, "Asphaltic Emulsions," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the City Engineer.

Paint binder (tack coat) shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion or paving asphalt. When paving asphalt is used for paint binder, the grade will be determined by the City Engineer. Paving asphalt shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint

When asphalt concrete is placed in contact with existing asphalt concrete, the surface shall be

completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond. Asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints against which additional asphalt concrete material is to be placed, to pavement to be surfaced, and to other surfaces designated in the Specifications, or as directed by the City Engineer.

The overlay shall not be placed until the tack coat has cured to the point where it is tacky to the touch and as directed by the City Engineer. Asphalt emulsion binder (tack coat) shall be applied only so far in advance of placing the surfacing as permitted by the City Engineer. Immediately in advance of placing the overlay, additional asphalt emulsion binder (tack coat) shall be applied as directed by the City Engineer to areas where the asphalt emulsion binder (tack coat) has been damaged, and loose or extraneous material shall be removed, and no additional compensation will be allowed therefore. The area to which asphalt emulsion binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of the construction.

Asphaltic emulsion binder (tack coat) shall be applied in one application. Asphaltic emulsion shall be diluted by homogeneously mixing eighty (80) parts of emulsion and twenty (20) parts of water (80:20 mixtures), it shall be applied at a rate of 0.06 to 0.10 gallons per square yard as directed by the City Engineer.

Asphaltic emulsion shall be used as a "Prime Coat" for all aggregate base areas over which asphalt concrete materials are to be placed. The prime coat shall be spread at the rate of 0.25 gallons per square yard or as directed by the City Engineer. The prime coat shall be homogeneous diluted mixture being comprised of equal parts of water and asphaltic emulsion (1:1 mixture).

### **Measurement and Payment**

Full compensation for Asphaltic Emulsion Binder (Tack Coat), as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

## **21. ASPHALT CONCRETE, TYPE A**

Asphalt concrete shall conform to Section 39, "Hot Mix Asphalt," of the Standard Construction Specifications and these specifications. Asphaltic emulsion shall be applied and shall conform to "Asphaltic Emulsions Binder (Tack Coat)" of these Technical Specifications.

The minimum compacted thickness of asphalt concrete shall be the thickness described in these specifications. The minimum and maximum tolerance for asphalt concrete thickness shall be 0.01 ft. The tolerance for asphalt concrete placed adjacent to concrete curb and gutter shall be a minimum of flush to the lip of gutter to a maximum of 0.01 ft higher than the lip of gutter.

### **Asphalt Concrete for Paving and Base Repair**

Type "A" asphalt concrete shall be used. The paving asphalt shall be viscosity grade AR-8000 as specified in Section 92, "Asphalts," of the State Standard Specifications. The amount of asphalt binder will be determined by the Contractor in accordance with CAL 367. Tolerance upper and lower limit will be determined to meet stability air voids and potential flushing requirements.

At the Contractor's request, PG asphalt can be substituted for AR asphalt. There will be no cost adjustment for substituting PG asphalt for AR asphalt.

The aggregate gradation shall be three-fourth inch (3/4") maximum, medium gradation.

#### **Asphalt Concrete Adjacent to Curb, Gutter, Sidewalk Ramp, and Sidewalk**

Type "A" asphalt concrete shall be used. The aggregate gradation for asphalt concrete adjacent to curb, gutter, and sidewalk shall be 3/4" maximum, medium gradation. The paving asphalt shall be viscosity grade AR-8000.

At the Contractor's request, PG asphalt can be substituted for AR asphalt. There will be no cost adjustment for substituting PG asphalt for AR asphalt.

#### **Measurement and Payment**

Full compensation for Asphalt Concrete, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

## **22. CONCRETE SIDEWALK**

Concrete Sidewalk shall conform to the provisions in Section 16 "Concrete Curb and Gutters and Sidewalks" of the Standard Construction Specifications, Section 73, "Concrete Curbs and Sidewalks" of the State Standard Specifications, the geometry shown on the Plans and these Technical Specifications.

#### **Measurement and Payment**

The contract unit price paid per Square Foot of Concrete Sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

## **23. CONCRETE CURB AND GUTTER**

Installation of Portland Cement Concrete (PCC) curb and gutter shall conform to Section 73-1.05, "Curb Construction", of the State Standard Specifications, Section 16, "Concrete Curb and Gutter and Sidewalk," of the Standard Construction Specifications, the Plans, these Technical Specifications, and as directed by the City Engineer.

The exact quantity of curb to be installed at each location shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

PCC curb shall conform to the details shown on the plans. Expansion joints shall be constructed at twenty foot (20') intervals. Controls joints and scoring shall match adjacent existing curb and

gutter or shall be as directed by the City Engineer.

New curb shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Standard Specifications except that only non-pigmented curing compound conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

All new PCC improvements shall be doweled to existing PCC improvements as directed by the City Engineer using twelve inch (12") long No. 3 rebar. Generally, dowels shall be placed three feet (3') on center longitudinally when adjacent to existing PCC improvements with a minimum of two (2) equally spaced dowels. Two (2) equally spaced dowels shall also be placed at each conform to existing PCC curb and at each full width expansion joint. Dowels shall be drilled for tight fit and epoxied in place.

#### **Measurement and Payment**

The contract unit price paid per Linear Foot of Type A-6 Concrete Curb and Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work including but not limited to subgrade preparation, supplying and placement of aggregate base, imported borrow, dowels, reinforcement, saw cutting, and root cutting, as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Type A-6 Concrete Curb and Gutter; and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply.

#### **24. CURB RAMP CASE A**

Curb Ramp Case A shall conform to the provisions in Section 16 "Concrete Curb and Gutters and Sidewalks" of the Standard Construction Specifications, Section 73, "Concrete Curbs and Sidewalks" of the State Standard Specifications, the geometry shown on the Plans and these Technical Specifications.

All Curb Ramps shall include a cast in place prefabricated detectable warning surface as specified in Standard Drawing 403. This item includes work needed to supply and install detectable warning surfaces. Curb Ramps shall include those areas that are to be flush with the adjacent Asphalt Concrete as denoted on the plans.

#### **Measurement and Payment**

The contract unit price paid per Each of Curb Ramp Case A shall include full compensation for Curb Ramp Case A including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer.

## **25. RESIDENTIAL DRIVEWAY**

Residential Driveway construction shall conform to the applicable provisions of Section 16 “Concrete Curb and Gutters and Sidewalk” of the Standard Construction Specifications, the details shown on the plans, and these Technical Specifications. This item of work shall include asphalt paving and aggregate base required to remove and construct the new driveway as shown on the details on the plans.

Driveway conforms shall be constructed in accordance with the plans and these specifications. Attention is directed to “Construction Area Traffic Control” and “Public Notifications” of these Technical Specifications for requirements related to driveway closures. Saw cutting the existing pavement, removals, on-site paving, driveway conforms, excavation, and supply and placement of aggregate base beneath Driveway and doing all work involved, shall be considered incidental and included in the unit price paid for the work with no additional payment allowed therefore.

### **Measurement and Payment**

The contract unit price paid per Each of Residential Driveway shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

## **26. CONCRETE CROSS GUTTER**

Installation of Concrete Cross Gutter, shall conform to Section 16, “Concrete Curb and Gutter and Sidewalk”, of the Standard Construction Specifications, Section 73, “Concrete Curbs and Sidewalks”, of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

The exact quantity of Concrete Cross Gutter to be installed shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional location shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

The drainage pan may be water tested in the presence of the City Engineer prior to acceptance to verify that water will flow along the flow line of the pan. No standing water will be allowed. The finished surface shall be free from humps, sags, and other irregularities.

New Concrete Cross Gutter shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, “Curing Compound Method,” of the State Standard Specifications except that only non-pigmented curing compound conforming to the requirements of ASTM Designation: C 309, Type I, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

### **Measurement and Payment**

The contract unit price paid per Square Foot of Concrete Cross Gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the Standard Construction Specifications, these Technical

Specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

## 27. THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Thermoplastic Crosswalk - 12-Inch Yellow shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in California Department of Transportation, Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup> lx<sup>-1</sup>. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m<sup>-2</sup> lx<sup>-1</sup>.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.079	0.27

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

### Measurement and Payment

The contract price paid per Each for Thermoplastic Crosswalk – 12-Inch Yellow shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying thermoplastic traffic stripe (regardless of the widths, and patterns of individual stripes involved in each traffic stripe), complete in place, including establishing alignment for stripes, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City Engineer.

## **28. SAWCUT AND JOIN EXISTING ASPHALT**

Sawcut and Join Existing Asphalt shall conform to Section 15-2.02B, "Remove Pavement," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

The exact location of Sawcut and Join Existing Asphalt shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

### **Measurement and Payment**

The contract unit price paid per Linear Foot of Sawcut and Join Existing Asphalt shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including but not limited to sawcut, excavation, removal and disposal of excess materials as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

## **29. UNDER SIDEWALK DRAIN**

Construction of Under Sidewalk Drain shall conform to Section 73-1.05, "Curb Construction", of the State Standard Specifications, Section 16, "Concrete Curb and Gutter and Sidewalk," of the Standard Construction Specifications, the Plans, these Technical Specifications, and as directed by the City Engineer.

Under Sidewalk Drain shall conform to the details shown on the plans. Expansion joints shall be constructed at twenty foot (20') intervals. Controls joints and scoring shall match adjacent existing curb and gutter or shall be as directed by the City Engineer.

### **Measurement and Payment**

The contract unit price paid per Each of Under Sidewalk Drain shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work including but not limited to subgrade preparation, supplying and placement of aggregate base, imported borrow, dowels, reinforcement, saw cutting, and root cutting, as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Under Sidewalk Drain; and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply.

## **30. ADJUST EXISTING WATER LINE APPURTENANCE TO FINSH GRADE**

Adjustment of existing water line appurtenance shall conform to Section 15-2.04, "Reconstruct," of the State Standard Specifications, Elisnore Valley Municipal Water District (EVMWD) Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

**Measurement and Payment**

The contract unit price paid per Each for Adjust Existing Water Line Appurtenance to Finish Grade shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including but not limited to remove, disassemble, and install the Water Line Appurtenance again at the new location as shown on the plans, as specified in the Standard Construction Specifications, EVMWD Standard Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

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