

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENT IN TRACT NO.
20376**

THIS AGREEMENT is made and entered into as of this 3rd day of August, 2024, by and between the CITY OF SAN BERNARDINO, a Municipal Corporation, hereinafter referred to as "City," and RGC Family Trust-Roger Chi, hereinafter referred to as "Subdivider." Sometimes the parties hereinafter are referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, Subdivider has presented to City for approval a final subdivision map (hereafter called "map") entitled Tract Map 20376; and,

B. WHEREAS, Tract Map 20376. And is attached hereto and incorporated herein as Exhibit A.

C. WHEREAS, the map has been filed with the City for presentation to the City Council (hereinafter called "Council") of the City for its approval, which map is hereby referred to and incorporated herein; and,

D. WHEREAS, Subdivider has requested approval of the map prior to the construction and completion of improvements, including all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (hereinafter called "subdivision") designated in the map, all in accordance with, and as required by, the Plans and Specifications for all or any of said improvements in, appurtenant to, or outside the limits of subdivision, which Plans and Specifications are now on file in the Office of the City Engineer of the City; and,

E. WHEREAS, Council has approved said map and accepted the dedications therein offered, or some thereof, on condition that Subdivider first enter into and execute this Agreement with the City; and,

F. WHEREAS, This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 19 of the San Bernardino Municipal Code.

G. WHEREAS, Subdivider and City desire to enter into this Agreement for the completion of the work including Grading, Street, Utility, and Storm Drains and the making of the improvements listed above.

NOW THEREFORE, for and in consideration of the approval of the map and of the acceptance of the dedications, or some thereof, therein offered and in order to insure satisfactory performance by Subdivider of Subdivider's obligations under said Subdivision Map Act and said Ordinance, the Parties agree as follows:

1. Performance of Work. Subdivider will do and perform, or cause to be done and performed, at Subdivider's own expense, in a good and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Subdivider will furnish all required materials, all to the satisfaction of the City Engineer of City, the work and improvements within (and/or without) the subdivision to complete the improvements in accordance with the Plans and Specifications on file as hereinbefore specified, or with any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete the work.

2. Work: Places and Grades to be Fixed by Engineer. All of said work is to be done at the places, of the materials, in the manner, and at the grades, all as shown upon the Plans and Specifications therefor, heretofore approved by City Engineer and which are now on file in his office, and to the satisfaction of said City Engineer.

3. Work: Time for Commencement and Performance. City hereby fixes the time for the completion of said work to be within 24 months from the date hereof.

4. Time of Essence - Extension. Time is of the essence for this Agreement; provided that, in the event good cause is shown therefor, the City Engineer, in his or her sole and absolute discretion, may extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to the Subdivider's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension.

5. Repairs and Replacements. Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments shown on the map which have been destroyed or damaged, and Subdivider shall replace, or have replaced, repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States, or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City, or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

a. Default; Notice of Violation; Stop Work Order. If City determines that there is a violation of applicable federal, state or local law, ordinances, regulations or other requirements, or the terms and conditions of this Subdivision Agreement, the City and/or City Engineer may issue a Notice of Violation and Demand for Compliance and/or a Stop Work Order. The City may declare the Subdivider to be in default or violation of this Subdivision Agreement and make written demand upon Subdivider or its surety, or both, to immediately remedy the default or violation. Subdivider shall comply with the Notice of Violation and/or Stop Work Order and shall substantially commence the work required to remedy the default or violation with the time specified in the Notice of Violation. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City and/or City Engineer may provide the Notice of Violation

verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof.

b. Failure to Remedy Violation; City Action. If the work required to remedy the notices of default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice of Violation, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity at 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 Subdivider or surety.

6. Utility Deposits - Statement. Subdivider shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the map, a written statement signed by Subdivider, and each public utility corporation involved, to the effect that Subdivider has made all deposits legally required by such public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the Subdivision.

7. Permits: Compliance with Law. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law. Subdivider shall comply with all provisions of the Subdivision Map Act and Title 19 San Bernardino Municipal Code.

8. Superintendence by Subdivider. Subdivider shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer on the work at all times during progress, with authority to act for Subdivider.

9. Inspection by City. Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

10. Contract Security. Concurrently with the execution hereof, Subdivider shall furnish to City improvement security as follows:

a. An amount equal to at least one hundred percent (100%) of the total estimated cost of the improvement and acts to be performed as security for the faithful performance of this Agreement;

b. An amount equal to at least fifty percent (50%) of the total estimated cost of the improvements and acts to be performed as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement; and,

c. An amount equal to at least twenty-five percent (25%) of the total estimated cost of the improvements and acts to be performed as security for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished. As a part of the obligation guaranteed by the security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing the obligation secured. The type of security furnished shall be in the form of bonds, deposits or letters of credit as provided in Title 19 San Bernardino Municipal Code, and the type shall be at the option of and subject to the approval of the City Engineer and the City Attorney.

11. Subdivider's Insurance. Subdivider shall not commence work under this Agreement until Subdivider shall have obtained all insurance required under this paragraph, and such insurance shall have been approved by City Attorney as to form, amount and carrier, nor shall Subdivider allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

a. Worker's Compensation Insurance/Employer's Liability Insurance. Subdivider shall maintain, during the life of this Agreement, Worker's Compensation Insurance and Employer's Liability Insurance for all Subdivider's employees employed at the site of improvement, and, in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under any Worker's Compensation Law, Subdivider shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Subdivider shall indemnify City for any damage resulting to it from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance.

b. Public Liability and Property Damage Insurance. Subdivider shall take out and maintain, during the life of this Agreement, such public liability and property damage insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Subdivider and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, (as defined hereunder), including death, as well as from claims for property damage or product liability which may arise from Subdivider's or any contractor's or subcontractor's operations hereunder, whether such operations be by Subdivider or any contractor or subcontractor, or by anyone, including, without limitation, agents, employees or independent contractors, directly or indirectly employed by either Subdivider or any contractor or subcontractor, and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including, but not limited to, death, to any one person,

and, subject to the same limit for each person, in an amount not less than One Million Dollars (\$1,000,000.00) on account of any one occurrence; Product Liability Insurance coverage should be part of the Public Liability Insurance;

(2) Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) for damage to the property of each person on account of any one occurrence.

In the event that any of the aforesaid insurance policies provided for in this Paragraph 11 insures any entity, person, board or commission other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy City, its elective and appointive boards, commissions, officers, agents and employees, Subdivider and any contractor or subcontractor performing work covered by this Agreement.

(3) Tail Coverage. Insurance coverage, albeit for public liability or property damage, shall be written, if possible, on an "occurrence" form rather than a "claims made" policy. If the insurance policy is written on a "claims made" policy, then additional coverage, entitled "tail coverage" must be purchased to cover a period of one (1) year from completion of the project. All subcontractors must and shall comply with the same insurance provisions as the contractor(s) and subdivider(s).

(4) Personal Injury - Defined. As used herein, the term "personal injury" shall be defined as a hurt or damage to one's person including, without limitation, damage to health, cuts, bruises, broken limbs and/or bones, or the like, disabilities or impairments, including aggravation of existing injuries, or invasion of personal rights, including libel, slander, criminal conversation, malicious prosecution, false imprisonment or mental suffering.

12. Evidence of Insurance. Subdivider and contractor shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required, and evidence that City is named and endorsed on the policy as an additional insured. Subdivider and contractor shall also provide City with evidence that each carrier will be required to give City at least ten (10) days prior written notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. Subdivider and its contractors shall furnish the City with original certificates of insurance affecting coverage required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided or approved by the City. All certificates and endorsements must be received and approved by the City before work pursuant to this Agreement can begin. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13. Hold Harmless/Indemnification. Subdivider(s)/Developer(s) hereby agree to and shall protect, defend, indemnify and hold the City and its elective and appointive boards, commissions, officers, agents, employees and servants free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees,

and all other expenses incurred by the City arising in favor on any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly, (including from the negligent performance by its officers, employees, agents) from the terms of this Agreement, whether such operations/incidents are caused by contractor, Subdivider or any of contractor/Subdivider's subcontractors, contractors or by any one or more persons directly or indirectly employed by or acting as agent for contractor, Subdivider, or any one of contractor or Subdivider's contractors or subcontractors. Subdivider/Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the Subdivider/Developer even if the claim or claims alleged are groundless, false or fraudulent. Subdivider agrees to, and shall, defend City, its appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or by deposit with City by Subdivider, or any of the insurance policies described in Paragraph 11 hereof (b) That the aforesaid hold harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of Plans and/or Specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Subdivider/Developer or the City or to enlarge in any way the Subdivider's/Developer's liability but is intended solely to provide for indemnification of the City from liability for damage or injuries to third persons or property arising from Subdivider/Developer's performance hereunder.

14. Title to Improvements. Title to, and ownership of, all improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion and acceptance of such improvements by City.

15. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the Specifications referred to herein, Subdivider shall, without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the City in the exercise of its sole discretion require repair, replacement or reconstruction before the Subdivider can be notified, City may, at its option, make the necessary repairs or replacements or perform the

necessary work, and Subdivider shall pay to the City the actual cost of such repairs plus fifteen percent (15%).

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

17. Cost of Engineering and Inspection. Subdivider shall pay to City the costs of all permit fees for all engineering inspections and other services connected with the City in regard to the subdivision. Said fees shall be paid prior to commencing any construction.

18. Breach of Agreement; Performance by Surety or City. In the event of any such notice, Subdivider's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that it the surety, within five days after the serving upon of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary therefor.

19. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

(a) Notices required to be given to City shall be addressed as follows:

City Manager
City Hall
290 North "D" Street
San Bernardino, California 92401

(b) Notices required to be given to Subdivider shall be addressed as follows:

RGC Family Trust –
Roger Chi
117 W. Las Flores Ave.
Arcadia, CA 91007

(c) Notices required to be given to surety of Subdivider shall be addressed as follows:

SureTec Insurance Company
3111 Camino Del Rio N., Ste. 900
San Diego, CA 92108

Provided that any party or the surety may change such address by notice in writing to the other party, and, thereafter, notices shall be addressed and transmitted to the new address.

20. Successors Bound. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs and assigns.

21. Incorporation of Recitals. The recitals above are true and correct and hereby incorporated herein by this reference.

22. Integration. This Agreement constitutes the final, complete, and exclusive expression of the intent of the Parties.

23. Modifications. This Agreement can only be changed, modified, amended, supplemented, or rescinded in a separate writing signed by both Parties.

24. Waivers. All waivers must be in writing. Failure to insist upon strict performance of any provision, right, duty, or obligation in this Agreement is not a waiver of the right to enforce that provision, right, duty, or obligation, nor any other provision, right, duty, or obligation in the future.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

26. Venue. The venue of any disputes arising out of this Agreement shall be the Superior Court of the State of California for the County of San Bernardino.

27. Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

28. Authority. The persons signing this Agreement hereby warrant that he or she has the authority to bind the Party for which he or she is signing.

29. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion has never been part of this Agreement.

30. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

ATTEST:

CITY OF SAN BERNARDINO

By: _____
Genoveva Rocha, CMC, City Clerk

By: _____
Charles A. Montoya, City Manager
City of San Bernardino

Approved as to form:

SUBDIVIDER:

By: _____
Best Best & Krieger, City Attorney

By:  _____ 9-3-2024
ROGER CHI

SEE ATTACHED
NOTARIAL CERTIFICATE

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

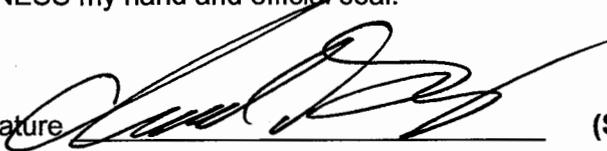
On 09/03/2024 before me, Ismael Gutierrez, Notary Public
(insert name and title of the officer)

personally appeared Roger Chi
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)



EXHIBIT "A"

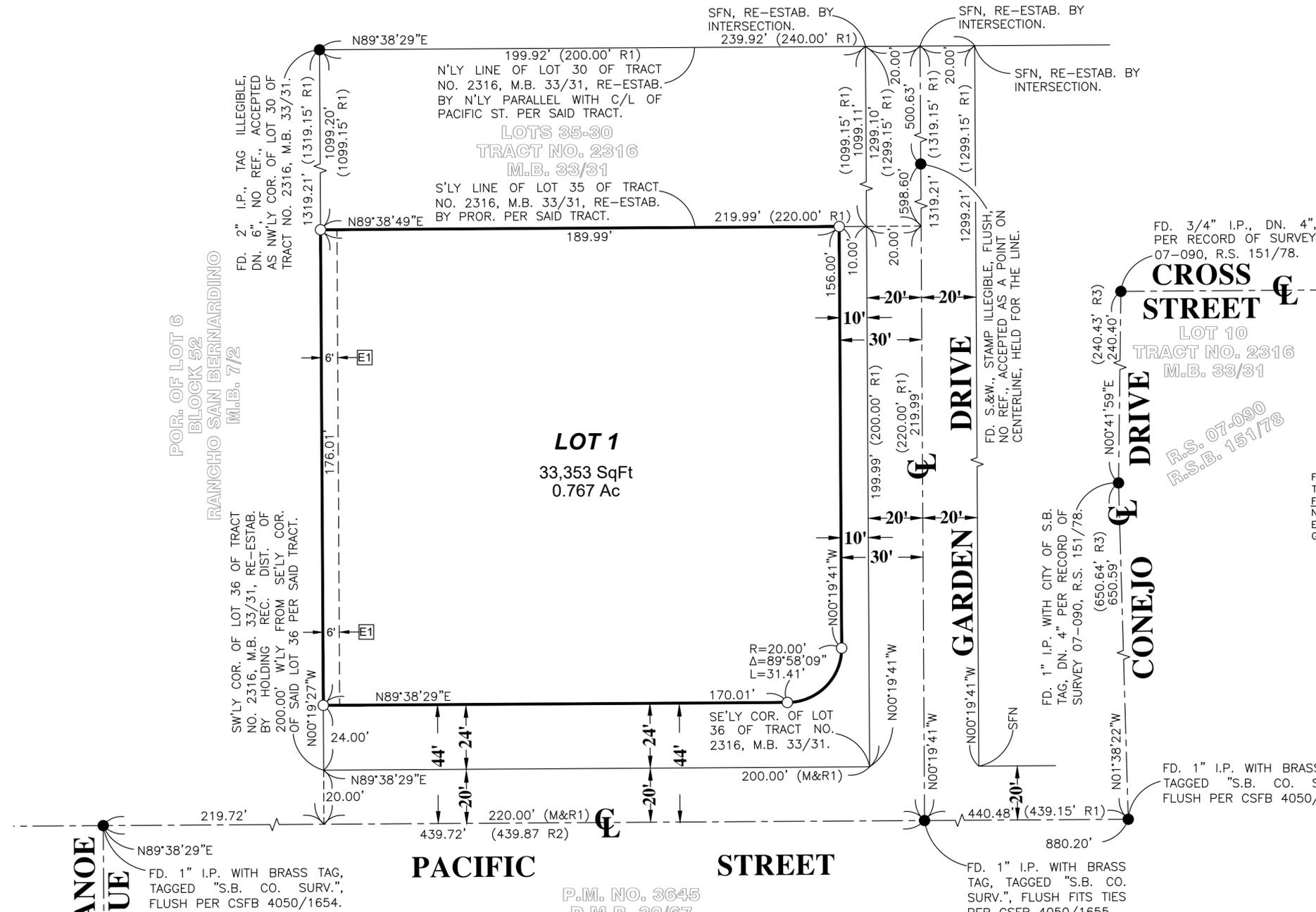
TRACT MAP 20376

TRACT NO. 20376

BEING A SUBDIVISION OF A PORTION OF LOT 36 OF TRACT NO. 2316, CONEJO RANCHOS,
AS PER MAP RECORDED IN BOOK 33, PAGE 31 OF MAPS, RECORDS OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

CALLAND ENGINEERING INC. FRANCIS K. LIN P.L.S. 9645 DATE OF SURVEY: FEBRUARY 2023

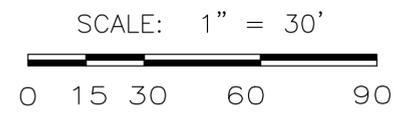
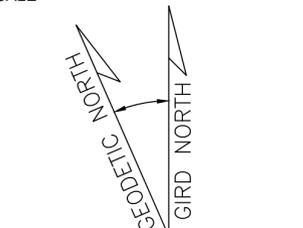
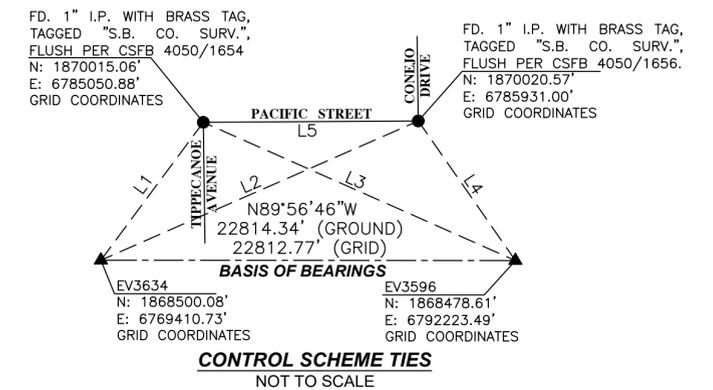


BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS MAP IS BASED ON THE GRID BEARING N89°56'46"W, BETWEEN N.G.S. CONTROL STATION "EV3596" AND "EV3634" AS PER RECORDS ON THE FILE WITH NATIONAL GEODETIC SURVEY.

DATUM STATEMENT:
COORDINATES SHOWN HEREON ARE BASED ON CALIFORNIA COORDINATE SYSTEM (CCS83) ZONE 5, NAD 1983. (1991.35 EPOCH)

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY 0.99993107 WHICH IS THE COMBINATION FACTOR OF N.G.S. CONTROL STATION "EV3634"

NO	BEARING	LENGTH (GRID)
L1	N84°28'02"E	15713.35'
L2	N84°44'29"E	16590.10'
L3	N77°54'34"W	7335.33'
L4	N76°13'52"W	6478.66'
L5	N89°38'29"E	880.14'



INSTRUCTIONS

If the Subdivider is a corporation, the Agreement must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Subdivider is a partnership, it must be signed by all partners. If the subdivider is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The Agreement must be notarized.