



City of Beaumont

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

Case No. PW2020-0484
Receipt No. 986538
Fee \$ \$3,000.00/ \$484.14
Date Paid 5/19/20

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name Erik Engelstad Phone 303-953-5118

2. Contact's Address 3900 S Wadsworth Blvd STE 650 Lakewood CO 80235
City/State/Zip

5. Contact's E-mail EEngelstad@verdeam.com

3. Developer Name Lassen Development Partners LLLP Phone 303-953-5118
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 3900 S Wadsworth Blvd STE 650 Lakewood CO 80235
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Payment and Performance Bond for No. 0207803 effective 8/17/2018 for 1,031,700. Plot 36426-Box Culvert LAIFS110759859

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

Erik Engelstad Erik Engelstad 05/14/2020
Print Name and Sign – Contact/Applicant Date

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

Erik Engelstad Erik Engelstad 05/14/2020
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
- Remove and replace concrete and AC as needed where lifting.
 - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
 - Provide Type II slurry coat for all road surfaces.
 - Restore/Verify pavement striping/markings.
 - Restore/Verify blue dots and signage as needed.
 - Clean and camera sewer. Provide report and video copy of camera survey.
 - Provide all final geotechnical reports.
 - Provide Engineers' certification for line and grade within Right-of-Way.
 - Provide Landscape Architects Certification as required.

Erik Engelstad

Erik Engelstad

05/14/2020

Print Name and Sign – Contact/Applicant

Date

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 36426 - Box Culvert)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and Lassen Development Partners LLLP a Deleware Limited Liability Limited company (“DEVELOPER”).
Partnership

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan #^{36426 -}Box Culvert (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

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

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

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

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER

By 

03.05.2019
Date

Title: Manager

Address: 3900 S Wadsworth Blvd STE 650
Lakewood CO 80235

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Lassen Development Partners, LLLP, a Delaware Limited Liability Partnership (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated , 20 , whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36420 - Box Culvert which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and International Fidelity Insurance Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Thirty-One Thousand Seven Hundred and 00/100 dollars (\$ 1,031,700.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 6, 2019.

PRINCIPAL:

SURETY:

Lassen Development Partners, LLLP, a Delaware Limited Liability Partnership

International Fidelity Insurance Company

By [Signature]

By [Signature]

Title MANAGER

Title Bart Stewart, Attorney-in-Fact

**POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

Bond # LAIFSU0759859

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 824-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

Encinitas, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-In-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2017



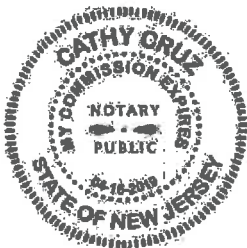
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 06, 2019

AD0982

Maria H. Branco, Assistant Secretary

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

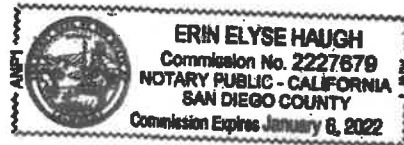
On 03/06/2019 before me, Erin Elyse Haugh, Notary Public,
(Here insert name and title of the officer)

personally appeared Bart Stewart
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) (S) 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.

[Handwritten Signature]
 Notary Public Signature



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Lessen Development Partners, LLLP, a Delaware Limited Liability Partnership (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36426 - Box Culvert which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California;

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of One Million Thirty-One Thousand Seven Hundred and 00/100 dollars (\$ 1,031,700.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 6, 2019.

PRINCIPAL:

Lessen Development Partners, LLLP, a Delaware Limited Liability Partnership

By [Signature]

Title N. Wilson

SURETY:

International Fidelity Insurance Company

By [Signature]

Title Bart Stewart, Attorney-in-Fact

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # LAIFSU0759859

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

Encinitas, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 06, 2019

Maria H. Branco, Assistant Secretary

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

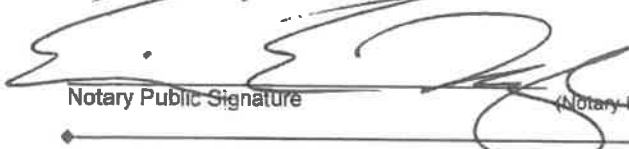
County of San Diego }

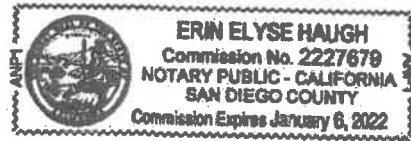
On 03/06/2019 before me, Erin Elyse Haugh, Notary Public
(here insert name and title of the officer)

personally appeared Bart Stewart
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(s)~~ 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.


Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

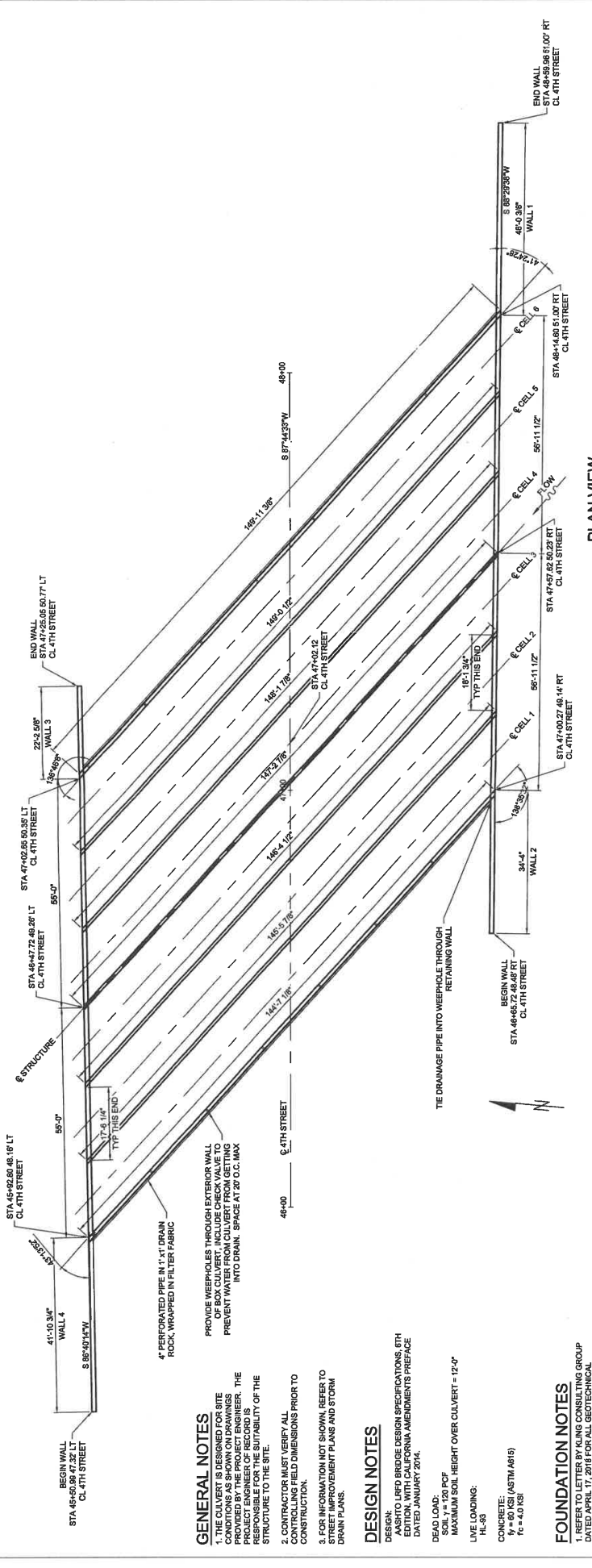
Punch List

Project Name:

Project Number:

Inspected By:		Page: 1 of	Date:
Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1			

1



GENERAL NOTES

1. THE CULVERT IS DESIGNED FOR SITE CONDITIONS AS SHOWN ON DRAWINGS. THE PROJECT ENGINEER OF RECORD IS RESPONSIBLE FOR THE SUITABILITY OF THE STRUCTURE TO THE SITE.
2. CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS PRIOR TO CONSTRUCTION.
3. FOR INFORMATION NOT SHOWN, REFER TO STREET IMPROVEMENT PLANS AND STORM DRAIN PLANS.

DESIGN NOTES

DESIGN:
 ASHBY LIRD BRIDGE DESIGN SPECIFICATIONS, 6TH EDITION, 2007, WITH SUPPLEMENTARY AMENDMENTS PREPARED BY THE DESIGNER, DATED JANUARY 2014.
 DEAD LOAD:
 150 PCF
 MAXIMUM SOIL HEIGHT OVER CULVERT = 12'-0"
 LIVE LOADS:
 HL-88
 CONCRETE:
 FC = 4.01 KSI

FOUNDATION NOTES

1. REFER TO LETTER BY KING CONSULTING GROUP FOR ALL GEOTECHNICAL RECOMMENDATIONS.
2. GROUNDWATER IS CONSIDERED TO BE AT A DEPTH OF 10 FEET FROM THE SURFACE OF THE CONSTRUCTION. MEASURES SHOULD BE TAKEN TO DIVERT WATER SURFACE WATER FROM THE CREEK AND LOWER GROUNDWATER DURING CONSTRUCTION.
3. BOX CULVERT FOUNDATIONS MUST BE FOUNDED ON A MINIMUM OF 3 FEET OF CALTRANS CLASS 2 AGGREGATE. FOUNDATIONS SHOULD BE MOISTURE-CURABLE AND BE MOISTURE-CURABLE TO OPTIMUM MOISTURE CONTENT AND RECOMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION (ASTM D1557).

REVISIONS

NO.	DATE	DESCRIPTION
1	7/10/18	ISSUED FOR PERMIT



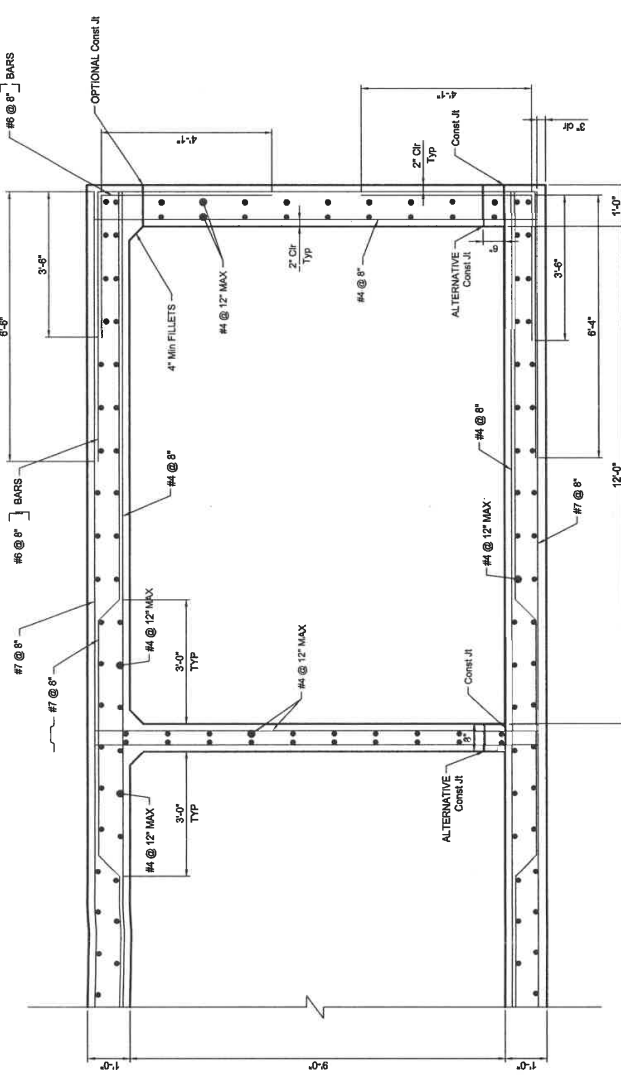
BRANCHMARK:
 U.S. GEOLOGICAL SURVEY
 WATER RESOURCES DIVISION
 WESTERN REGION
 2215 R STREET, NW
 WASHINGTON, DC 20008
 (202) 833-7000
 WWW.WATER.USGS.GOV

DATE: 7/10/18
 SPECIFICATIONS: 7/10/18
 PROJECT NO: 1700-1045
 DRAWING NO: 1700-1045-01
 SHEET NO: 2 OF 6

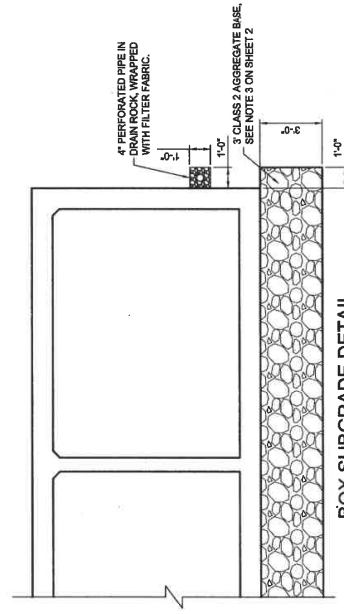


DESIGN BY:
 PROJECT NO:
 SHEET NO:
 DATE: 7/10/18
 PROJECT: POTRERO BLVD. TO 5240 LF WESTERLY BOX CULVERT PLAN

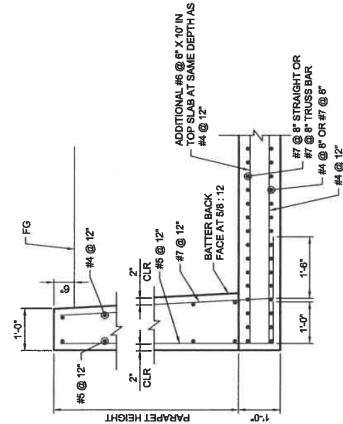
REVIEWED BY: [Signature]
 RECOMMENDED FOR APPROVAL BY: [Signature]
 APPROVED BY: [Signature]



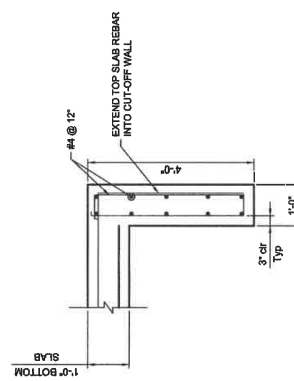
BOX REINFORCING
3/4" = 1'-0"



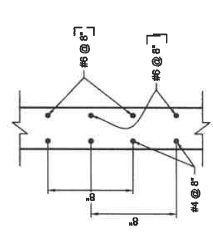
BOX SUBGRADE DETAIL
30" x 1'-0"



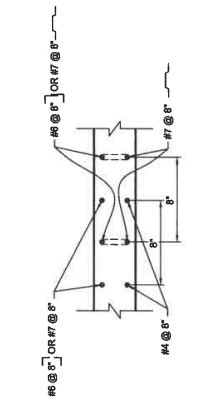
PARAPET REINFORCING
3/4" = 1'-0"



CUT-OFF WALL REINFORCING
3/4" = 1'-0"



EXTERIOR WALL SECTION



ROOF SECTION
INVERT SIMILAR, SEE BOX REINFORCING

DIGALERT
Call 24 hours a day before you dig.

CREATIVE STRUCTURAL SOLUTIONS
SPECS
REGISTERED PROFESSIONAL ENGINEER
KYLE J. DILL
KCE 6944
7/10/18 DATE

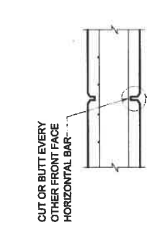
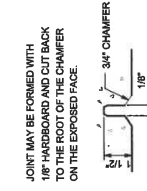
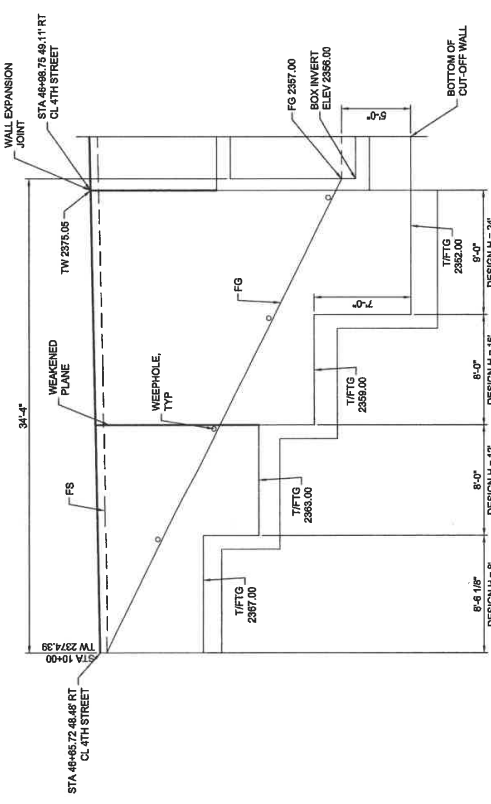
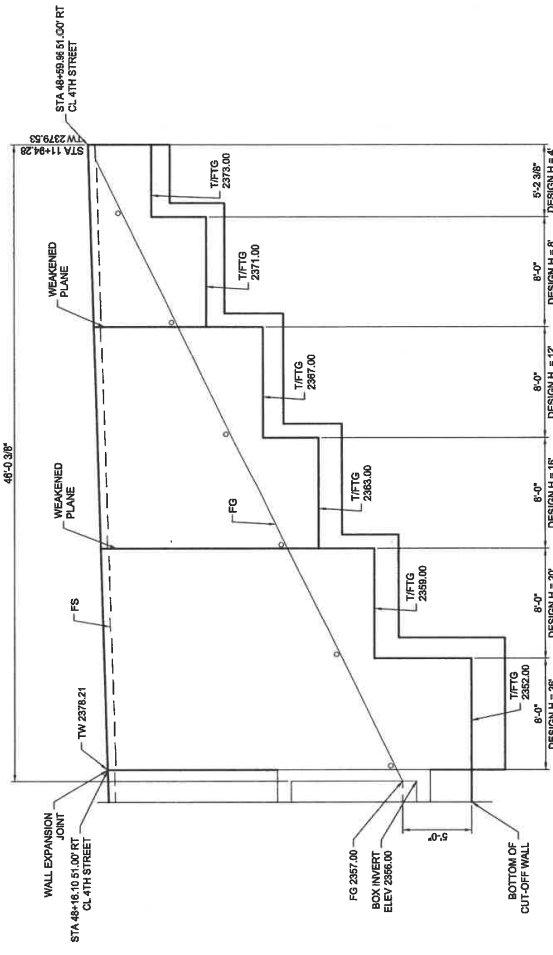
CITY OF BEAUMONT
PUBLIC WORKS DEPARTMENT
DRAINAGE DIVISION

Revised By: _____ Date: 7/10/18
Recommended for Approval By: _____ Date: 7/10/18
Approved By: _____ Date: 7/10/18

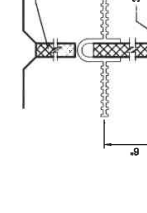
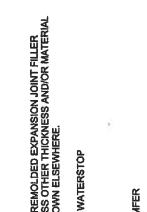
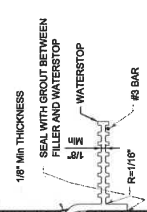
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
DRAINAGE DIVISION

CITY OF BEAUMONT, CALIFORNIA
BOX CULVERT DETAILS
FOR
4TH STREET
FROM POTRERO BLVD. TO 6940 LF WESTERLY
BOX REINFORCING DETAILS

SHEET 3
OF 6 SHEETS
REVISION: 3-201

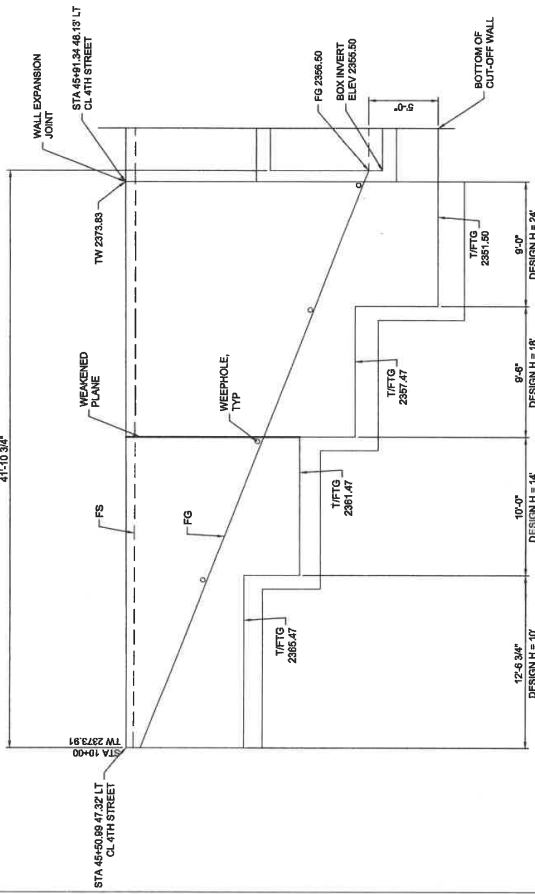


CUT OR BUTT EVERY OTHER FRONT FACE WITH 3/4" CHAMFER ON THE EXPOSED FACE.

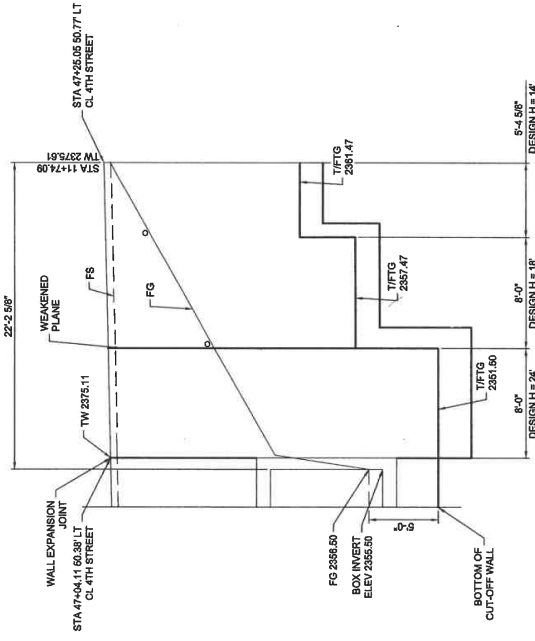


WATERSTOP TO HAVE 5 OR MORE Pairs OF REINFORCING BARS WITH MINIMUM 6 INCHES MINIMUM JOB CROSS-SECTION AREA ON EACH HALF OF THE WATERSTOP.

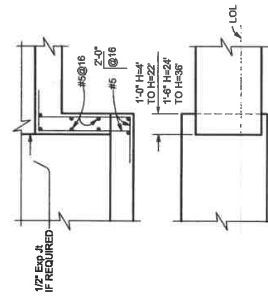
DIGALERT Call 24 Hours a Day Before Any Dig 811	BENCHMARK: U.S. GEOLOGICAL SURVEY, WASHINGTON, DC 20540 NATIONAL CENTER FOR GEOLOGICAL SURVEY 4800 RIVER ROAD, RESTON, VA 20192 TEL: 703/648-7500 FAX: 703/648-7847 WWW.GSA.GOV	DATE: 7/10/18 CITY: BEAUMONT	CITY OF BEAUMONT, CALIFORNIA BOX CULVERT DETAILS FOR 4TH STREET FROM POTRERO BLVD. TO 5240 LF WESTERLY RETAINING WALL 1 & 2 LAYOUT	SHEET 4 OF 6 SHEETS (REV. 2/01)
		REVISIONS: NO. DATE BY 1 7/10/18 JCS	REVIEWED BY: [Signature] DATE: 7/10/18	RECOMMENDED FOR APPROVAL BY: [Signature] DATE: 7/10/18



WALL 4 MIRRORED ELEVATION
1/4" = 1'-0"



WALL 3 MIRRORED ELEVATION
1/4" = 1'-0"



FOOTING STEP
NOT TO SCALE



BENCHMARK: THE DRAWING IS TO BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS.

BASIS OF BEARINGS: ALL BEARINGS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

BY: [Signature]

DATE: 7/10/18

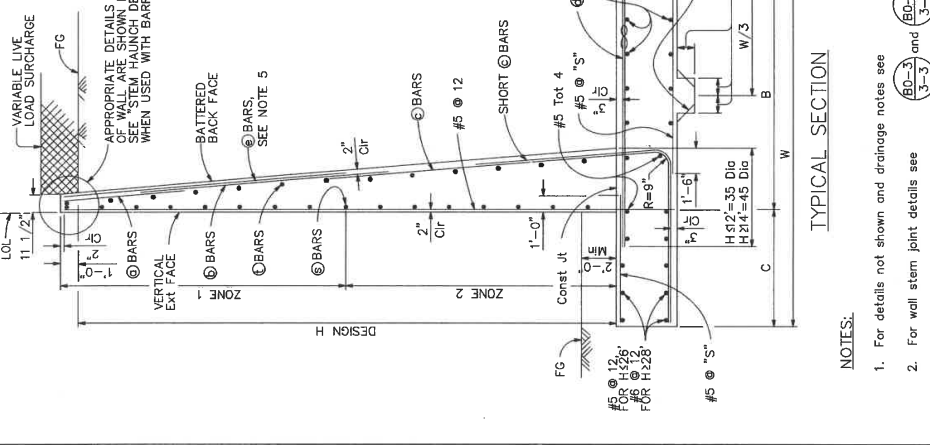
SPECS
CREATING
CONSTRUCTION
SOLUTIONS
1105 2ND STREET #208
BEAUMONT, CA 94705-1445
(850) 790-1445
www.specs.com



DESIGN NO.:
PROJECT NO.:
DATE: 7/10/18
SCALE: 1/4" = 1'-0"
APPROVED BY: [Signature]
RECOMMENDED FOR APPROVAL BY: [Signature]
DATE: 7/10/18

CITY OF BEAUMONT, CALIFORNIA
BOX CULVERT DETAILS
FOR
4TH STREET
FROM POTRERO BLVD. TO 5540 LF WESTERLY
RETAINING WALL 3 & 4 LAYOUT

SHEET
5
OF **6** SHEETS
FILE#: 32021



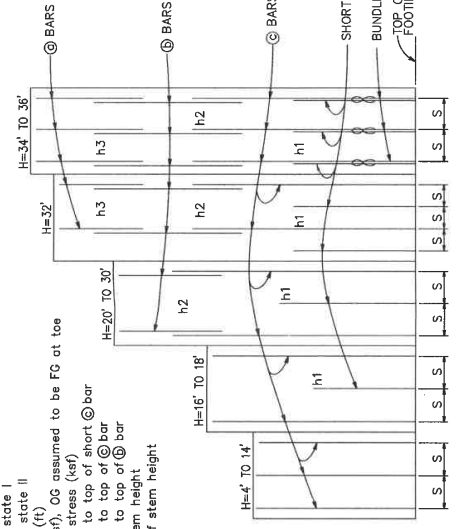
TYPICAL SECTION

- NOTES:**
- For details not shown and drainage notes see
 - For wall stem joint details see
 - A1 @ bars:
 - H < 6': no splices are allowed within 1'-8" above the top of footing.
 - H > 6': no splices are allowed within H/4 above the top of footing.
 - Bundle @ bars for H = 3'4" & 3'6".
 - Provide #5 @ 10" x 15" @ bars over a distance of 6'-0" measured from all expansion joints, begin wall and end wall locations. For H 3'-4", hook @ bar into footing and reduce bar length as needed to maintain Min. C/cr cover.

- SYMBOLS:**
- Str - service limit state I
 - Ext II - extreme event limit state I
 - B' - effective footing width (ft)
 - q_o - net bearing stress (ksf)
 - h₁ = Top of footing to top of short @ bar
 - h₂ = Top of footing to top of @ bar
 - h₃ = Top half of stem height
 - Zone 1 = Top half of stem height
 - Zone 2 = Bottom half of stem height
 - ⊖ - Bundle of two bars

DESIGN CONDITIONS:

Design H may be exceeded by 6" before going to the next size. Special footing design is required where foundation material is incapable of supporting bearing stress listed in the table.



ELEVATION

TABLE OF REINFORCING STEEL, DIMENSIONS AND DATA

DESIGN H	4'	6'	8'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'
W	6'-10"	7'-0"	7'-3"	7'-7"	8'-4"	9'-7"	10'-8"	12'-0"	13'-3"	14'-6"	15'-8"	17'-0"	18'-6"	19'-0"	21'-0"	22'-7"	23'-0"
C	2'-2"	2'-3"	2'-3"	2'-4"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"	5'-5"	6'-0"	6'-6"	7'-0"	7'-6"	8'-0"	8'-0"
B	4'-6"	4'-9"	5'-0"	5'-3"	5'-10"	6'-0"	6'-6"	7'-0"	8'-0"	9'-6"	10'-4"	11'-3"	12'-6"	13'-6"	14'-5"	15'-0"	15'-0"
F	1'-4"	1'-4"	1'-4"	1'-4"	1'-6"	1'-6"	1'-6"	1'-8"	1'-9"	2'-2"	2'-5"	2'-10"	3'-0"	3'-6"	4'-0"	4'-0"	4'-0"
BATTER "S"	1/2 : 12	1/2 : 12	1/2 : 12	1/2 : 12	1/2 : 12	1/2 : 12	1/2 : 12	1/2 : 12	1/2 : 12	5/8 : 12	3/4 : 12	7/8 : 12	1 : 12	1 : 12	1 : 12	1 : 12	1 : 12
SPACING "S"	9"	9"	9"	9"	9"	9"	9"	7"	6"	6"	6"	6"	6"	6"	6"	6"	6"
⊖ BARS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
⊖ BARS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
⊖ BARS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
h ₁	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
h ₂	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
h ₃	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ZONE 1 ⊖ BARS	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"
ZONE 2 ⊖ BARS	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"	#5 @ 18"
ZONE 1 ⊖ BARS	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"
ZONE 2 ⊖ BARS	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"	#4 @ 18"
Ser: B', q	6.8, 0.7	6.5, 1.0	6.2, 1.3	6.0, 1.6	6.3, 2.0	7.5, 2.1	8.6, 2.2	9.8, 2.3	11.0, 2.4	12.1, 2.5	13.2, 2.8	14.4, 2.9	15.5, 3.1	16.8, 3.3	18.0, 3.5	19.2, 3.7	20.6, 3.7
Ext. B', q	6.6, 1.6	5.0, 1.8	3.6, 2.3	3.0, 3.3	3.2, 4.0	4.3, 3.8	5.3, 3.7	6.4, 3.7	7.4, 3.8	8.2, 4.1	9.0, 4.4	9.9, 4.6	10.7, 4.9	11.7, 5.2	12.6, 5.4	13.6, 5.8	14.6, 5.9
Ext. B', q	5.2, 1.1	4.7, 1.5	3.9, 2.2	3.1, 3.4	2.8, 4.8	3.2, 5.3	3.6, 5.7	4.1, 6.1	4.6, 6.4	5.0, 6.9	5.5, 7.6	5.8, 8.1	6.1, 8.9	6.7, 9.4	7.1, 10.0	7.5, 10.7	8.2, 10.9
Ext. B', q	2.6, 2.2	2.7, 2.6	2.8, 3.1	2.9, 3.6	3.7, 3.6	5.2, 3.3	6.7, 3.1	8.3, 3.0	9.8, 3.0	11.2, 3.1	12.5, 3.2	13.9, 3.4	15.2, 3.6	16.7, 3.8	18.0, 4.0	19.3, 4.2	20.8, 4.3

CALTRANS REVISED STANDARD PLAN B3-1A

DESIGN NOTES:

ASHTO LRFD Bridge Design Specifications, 4th Edition with California Amendments

Varied surcharge on level ground surface

Stem Architectural Treatment of thickness up to 6" of concrete (75 psf) considered

54 kip horizontal force applied at h₃ = 32" distributed over 10 feet of top of wall, and 1 : 1 distribution down and outward. Distribution below footing taken no less than 40".

kh = 0.2, k_v = 0.0

φ = 34', γ = 120 pcf

f'c = 3,600 psi

f_y = 60,000 psi

LOAD COMBINATIONS AND LIMIT STATES:

Service I Q = 1.00DC+1.00EV+1.00EH+1.00LS

Strength I Q = DC+PE+V+E+H+L+S

Extreme I Q = 1.00DC+1.00EV+1.00EH+1.00LS+0.50E

Extreme II Q = 1.00DC+1.00EV+1.00EH+1.00LS

Where:

- Q: Force Effects
- DC: Dead Load
- PE: Earth Pressure
- V: Vertical Earth Pressure from Earth Fill Weight
- E: Live Load Surcharge
- EH: Seismic Earth Pressure
- L: Live Load
- S: Nonstructural Components Inertia
- H: Vehicular Collision Force

REVISIONS:

NO.	DATE	DESCRIPTION
1	7/10/18	

DESIGNER: [Signature]

CHECKED BY: [Signature]

DATE: 7/10/18

PROJECT: RETAINING WALL REINFORCING

LOCATION: 4TH STREET, POTRERO BLVD. TO 5240 LF WESTERLY

CITY: BEAUMONT, CALIFORNIA

PROJECT NO.: 2018-0001

SHEET NO.: 6 OF 6

DATE: 3/2/07

SCALE: AS SHOWN

APPROVED BY: [Signature]

DATE: 7/10/18

CITY: BEAUMONT, CALIFORNIA

PROJECT NO.: 2018-0001

SHEET NO.: 6 OF 6

DATE: 3/2/07