Basic Gov (Sales Force) # <u>PW2019-D</u>363
File # <u>3300</u>

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

(Tract Map/Parcel Map/Plot Plan No. 37298-1)

THIS	SECU	RITY AGREEMENT	is	made b	y and	l between	CITY	OF	BEAUMONT
("CITY")	and	Pardee Homes		, a	_Ca	lifornia			company
("DEVELOI	PER").								

RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan #_{TR37298-1}, ("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 Atwell-Traffic Signal: Highland Springs Ave & Sundance Drive
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

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

- 1. <u>Provision of Improvements.</u> DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.
- 2. <u>Inspection by the CITY</u>. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

- 3. <u>Compliance with Plans and Specifications.</u> The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- 4. <u>Security for Performance.</u> Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

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

- 7. 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. <u>Indemnification.</u> Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
 - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.
 - b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

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

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. <u>Security for One-Year Warranty Period.</u> The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 12. <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. 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. <u>No Assignment.</u> The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.
- 15. <u>Attorneys' Fees.</u> In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

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

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

CITY OF BEAUMONT
Ву
Mayor
Date
DEVELOPER
By Seff Charl
Jeff Chambers ユールを そっこ。
Date
Title: VP of Community Development
Address: Pardee Homes
1250 Corona Pointe Court,
Suite 600
Corona, CA 92879

Basic Gov (Sales Force) #	
File#	

EXHIBIT "A"

Bond No: CMS331856 Premium: \$507.00

PERFORMANCE BOND

Pardee Homes (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. 37298-1 , which is hereby incorporated herein and made a part hereof; and Atwell-Traffic Signal: Highland Springs Ave & Sundance Drive 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 andRLI Insurance Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum ofOne Hundred Twenty Six Thousand Eight Hundred* dollars (\$126,850.00) 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. *Fifty & 00/100 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.
dated
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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, onFebruary 12, 20 _20
PRIŅCIPAL: SURETY:
Pardee Homes RLHnsurance Company
By Seff Chamle By By
Title JeffChambers, VP Community Development Title Janina Monroe, Attorney-In-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	1
State of Camorna	I
County of Orange	<i>y</i> }
OnFEB 1 2 2020 before me, _	Brianne Davis, Notary Public
noroanally annoared	Janina Monroe
personally appeared	actory evidence to be the person(s) whose
name(s) is/axe subscribed to the within the/she/they executed the same in kis/h	instrument and acknowledged to me that er/their authorized capacity(iex); and that by ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	BRIANNE DAVIS Notary Public – California Orange County
Browseus	Commission # 2195215 My Comm. Expires May 1, 2021
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMATI	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowedgents 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.
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	 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
CAPACITY CLAIMED BY THE SIGNER	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ Individual (s)	he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Corporate Officer	 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
(Title)	sufficient area permits, otherwise complete a different acknowledgment form. • Signature of the notary public must match the signature on file with the office of
☐ Partner(s)	the county clerk.
★ Attorney-in-Fact ▼ Trustee(s)	Additional information is not required but could help to ensure this acknowledgment is not inisused or attached to a different document.
Other	Indicate title or type of attached document, number of pages and date.
Other	Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
2015 Version www.NotaryClasses.com 800-873-9865	 Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

together, the "Company") do hereby make, constitute and appoint: Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy No	oonan, jointly or severally		
in the City of, State of California full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed (_\$25,000,000.00) for any single obligation.	and deliver for and on its behalf as Surety, in general, any and all		
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Compar			
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of			
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary, Attorneys in Fact or Agents who shall have authority to issue bonds, policies is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by factorized.	urer, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint icies or undertakings in the name of the Company. The corporate, Powers of Attorney or other obligations of the corporation. The		
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective			
SEAL SEAL	RLI Insurance Company Contractors Bonding and Insurance Company By: Barton W. Davis Vice President		
State of Illinois County of Peoria SS	CEDINICATE		
On this 30th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this day of		
By: Mother & Gebuge Gretchen L. Johnigk Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company		
GRETCHEN L. JOHNIGK POLICE STATE OF LINIOS My Commission Expires May 26, 2020	By: Jean M Stephenson Corporate Secretary		

California All-Purpose Certificate of Acknowledgment

State of California	
County of Riverside	s.s.
On February 19, 2020 before me, Ana E. Chav	Vez Perez, Notary Public Name of Notary Public, Title
nersonally appeared Jeff Chan	• • • • • • • • • • • • • • • • • • • •
personally appeared	ame of Signer (1)
who proved to me on the basis of satisfactory evidence is/are subscribed to the within instrument and acknow the same in his/her/their authorized capacity(ies), and instrument the person(s), or the entity upon behalf of instrument.	vledged to me that he/she/they executed that by his/her/their signature(s) on the which the person(s) acted, executed the
I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph true and correct.	
WITNESS my hand and official seal.	yaaaaaaaaaaaaaaaaaaa
Signature of Notar Public	ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2286015 RIVERSIDE COUNTY My Comm. Exp. April 22, 2023
Although the information in this section is not required by law, it could this acknowledgment to an unauthorized document and may prove us	I prevent fraudulent removal and reattachment of
Description of Attached Document	Additional Information
The preceding Certificate of Acknowledgment is attached to a	Method of Signer Identification
locument titled/for the purpose of	Proved to me on the basis of satisfactory evidence:
	☐ form(s) of identification ☐ credible witness(es)
containing pages, and dated	Notarial event is detailed in notary journal on:
The signer(s) capacity or authority is/are as:	
☐ Individual(s) ☐ Attorney-in-fact	Notary contact:
Corporate Officer(s)	Other
nue(5)	☐ Additional Signer ☐ Signer(s) Thumbprints(s)
☐ Guardian/Conservator ☐ Partner - Limited/General ☐ Trustee(s) ☐ Other:	
epresenting:	
Name(s) of Person(s) Entity(les) Signer is Representing	

Bond No: CMS331856 Premium: Included in the cost of the performance bond.

EXHIBIT "B"

PAYMENT BOND

	ity of Beaumont, State of California, and er designated as "the Principal") have entered into
Agreement To Provide Security For Improvements	
	grees to install and complete certain designated
public improvements itemized and described on Trac	
	eof; and Atwell-Traffic Signal: Highland Springs Ave
	& Sundance Drive
	ent, the Principal is required before entering upon
the performance of the work, to file a good and suffici	
secure the claims to which reference is made in Section	n 8000, et seq., of the Civil Code of the State of
California.	
NOW, THEREFORE, the Principal and the ubound unto the City of Beaumont and all contractors,	undersigned as corporate surety, are held firmly
persons employed in the performance of the said agree	
the Civil Code in the sum of One Hundred Twenty	
materials furnished or labor thereon of any kind, or for	
Act with respect to this work or labor, that the Surety v	
amount hereinabove set forth, and also in case suit is br	
face amount thereof, costs and reasonable expenses incurred by the City in successfully enforcing this obliga-	
be taxed as costs and to be included in the judgment ther	
be taxed as costs and to be included in the judgment ther	*Eight Hundred Fifty & 00/100
It is hereby expressly stipulated and agreed that	this bond shall inure to the benefit of any and all
persons, companies, and corporations entitled to file c	
Code, so as to give a right of action to them or their assis	gns in any suit brought upon this bond.
Should the condition of this bond be fully perfo	ormed, then this obligation shall become null and
void, otherwise it shall be and remain in full force and et	
	change, extension of time, alteration, or addition
to the terms of the agreement or the specifications acco	
obligations on this bond, and it does hereby waive not addition.	ice of any such change, extension, afteration, or
addition.	
IN WITNESS WHEREOF, this instrument has	been duly executed by the Principal and Surety
above named, on February 12 , 20 20	-
DDD (GID II	CY TO FITTY
PRINCIPAL:	SURETY:
Pardee Homes	RLI Insurance Company
By July Chan	No Comment of the com
Title Jeff Chambers, VP Community Development	Title Janina Monroe, Attorney-In-Fact
Title	Title Samma Wormos, Altomey-III-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

Public
•
person(s) whose dged to me that ly(ies); and that by entity upon behalf of
ate of California that
BRIANNE DAVIS Notary Public – California Orange County Commission # 2195215 My Comm. Expires May 1, 2021
OR COMPLETING THIS FORM
alifornia statutes regarding notary wording and, l attached to the document. Acknolwedgents from docunients being sent to that state so long as the ornia notary to violate California notary law.
ust be the State and County where the document ore the notary public for acknowledgment.
date that the signer(s) personally appeared which knowledgment is completed.
is or her name as it appears within his or her a and then your title (notary public). signer(s) who personally appear at the time of
chural forms by crossing off incorrect forms (i.e. the correct forms. Failure to correctly indicate this of document recording. In the clear and photographically reproducible or lines. If seal impression smudges, re-seal if a complete a different acknowledgment form, ust match the signature on file with the office of is not required but could help to ensure this nisused or attached to a different document, tached document, number of pages and date.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

together, the "Company") do hereby make, constitute and appoint: Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy No	oonan, jointly or severally
in the City of, State of California full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed (_\$25.000.000.00) for any single obligation.	and deliver for and on its behalf as Surety, in general, any and all
The acknowledgment and execution of such bond by the said Attorney in I executed and acknowledged by the regularly elected officers of the Compa	
RLI Insurance Company and/or Contractors Bonding and Insuran following is a true and exact copy of a Resolution adopted by the Board of	
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Sec Attorneys in Fact or Agents who shall have authority to issue bonds, policies are all is not necessary for the validity of any bonds, policies, undertakings signature of any such officer and the corporate seal may be printed by face	urer, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint icies or undertakings in the name of the Company. The corporate, Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective Vice Presi	
September 2019.	RLI Insurance Company Contractors Bonding and Insurance Company By: Barton W. Davis Vice President
State of Illinois County of Peoria SS	CERTIFICATE
On this 30th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this day of
By: Mctchen L. Johnigk Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK HOTAN "OFFICIAL SEAL" STATE OF My Commission Expires May 26, 2020	By: Jean M. Stephenson Corporate Secretary

California All-Purpose Certificate of Acknowledgment

(
State of California	
County of Riverside	S.S.
On February 19, 2020 before me, Ana E. Chav	rez Perez, Notary Public Name of Notary Public, Title
personally appeared Jeff Cham	·
personally appeared	me of Signer (1)
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
who proved to me on the basis of satisfactory evidence is/are subscribed to the within instrument and acknow the same in his/her/their authorized capacity(ies), and instrument the person(s), or the entity upon behalf of instrument.	rledged to me that he/she/they execute I that by his/her/their signature(s) on the
I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph true and correct.	
WITNESS my hand and official seal.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Signature of Notary Public	ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2286015 RIVERSIDE COUNTY My Commalexp. April 22, 2023
Although the information in this section is not required by law, it could this acknowledgment to an unauthorized document and may prove us	prevent fraudulent removal and reattachment of
Description of Attached Document	Additional Information
The preceding Certificate of Acknowledgment is attached to a	Method of Signer Identification
document titled/for the purpose of	Proved to me on the basis of satisfactory evidence:
	form(s) of identification credible witness(es)
, and detect	Notarial event is detailed in notary journal on:
containing pages, and dated	
The signer(s) capacity or authority is/are as:	Page # Entry #
☐ Individual(s) ☐ Attorney-in-fact	Notary contact:
Corporate Officer(s)	Other
Title(s)	☐ Additional Signer ☐ Signer(s) Thumbprints(s)
☐ Guardian/Conservator ☐ Partner - Limited/General ☐ Trustee(s) ☐ Other:	
epresenting:	
Name(s) of Person(s) Entity(ies) Signer is Representing	

Traffic Signal Cost Estimate

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Highland Springs Ave./Sundance Dr. Date: January 31, 2020 Location: City of Beaumont Job Number: 2467-18-01 RK Engineering Group, Inc. Prepared for: By: Item No. Description Qty. Unit **Unit Cost** Item Cost 2 Controller w/Cabinet (Type 2070E) 1 Ea. \$22,800.00 \$22,800 7 1 Install Controller/Cabinet Ea. \$2,520.00 \$2,520 10 2-Channel Detector w/Rack 1 Ea. \$900.00 \$900 1 Ea. 11 **Detector Rack And Power** \$3,000.00 \$3,000 P.P.B. Pole (4'h), incl. Foundation 2 Ea. 14 \$960.00 \$1,920 1 Ea. \$4,080.00 16 Type 15 Pole (30'h) \$4,080 Type 19 Pole (30'h) - 30' Mast Arm 1 Ea. \$7,800.00 22 \$7,800 1 40 Foundation, 30" x 5'd (Re-bar) <Type 15> Ea. \$864.00 \$864 1 43 Foundation, 36" x 9'd (Re-bar) < Type 18-27(c4),28,29> Ea. \$2,640.00 \$2,640 3 Signal Head, 12"Ø 3-section LED Ea. \$1,200.00 \$3,600 46 48 Signal Head, 12"Ø 5-section LED 1 Ea. \$1.800.00 \$1.800 LED Module, Signal (Arrow: R,Y or G) 2 Ea. \$300.00 \$600 50 LED Module, Signal (Ball: R,Y or G) 12 Ea. \$384.00 \$4,608 51 3 Ea. \$1,440.00 52 Ped Signal Head, LED \$4,320 Ped Push Button (P.P.B.), ADA Compliant \$240.00 54 \$240 Illuminated Street Name Sign (I.I.S.N.S.) 1 Ea. \$1,560.00 \$1,560 55 1 \$1,440.00 Luminaires Ea. \$1,440 56 4" Conduit (Trenched) 38 LF \$36.00 \$1,368 73 0.5 LS 83 Video Detection System (Iteris) \$35,000.00 \$17,500 1 Ea. \$2,538,00 **Opticom Discriminator** \$2,538 84 1 Ea. \$792.00 \$792 86 **Opticom Detector** \$8,400.00 1 LS 88 Wiring, Signal (TS Mod.) \$8,400 2 \$792.00 Remove Exist. Signal Pole/Equipment Ea. \$1,584 96 1 LS \$7,920.00 Furnish & Install Caltrans Approved Battery Backup System \$7,920 128 1 Ea. \$396.00 Remove and Salvage Existing Controller and Cabinet 129 \$396 1 Ea. \$288.00 137 Furnish & Install Mast Arm Mounted Sign \$288 1111 LF 161 SIC 12-pair #19 Cable \$4.34 \$4,826

Traffic Signal Cost Estimate

Highland Springs Ave /Sundance Dr. January 31, 2020 Date: Location: City of Beaumont Job Number: 2467-18-01 RK Engineering Group, Inc. Prepared for: Item No. Description Qty. Unit Unit Cost Item Cost SUBTOTAL \$110,304 Engineering/Mobilization 0.00% \$0 Fees, Permits, Supervision 0.00% \$0 Contingencies 15.00% \$16,546 TOTAL \$126,850





engineering group, inc.

4000 Westerly Place, Suite 280 · Newport Beach, CA 92660 Phone: (949) 474-0809 · Fax (949) 474-0902

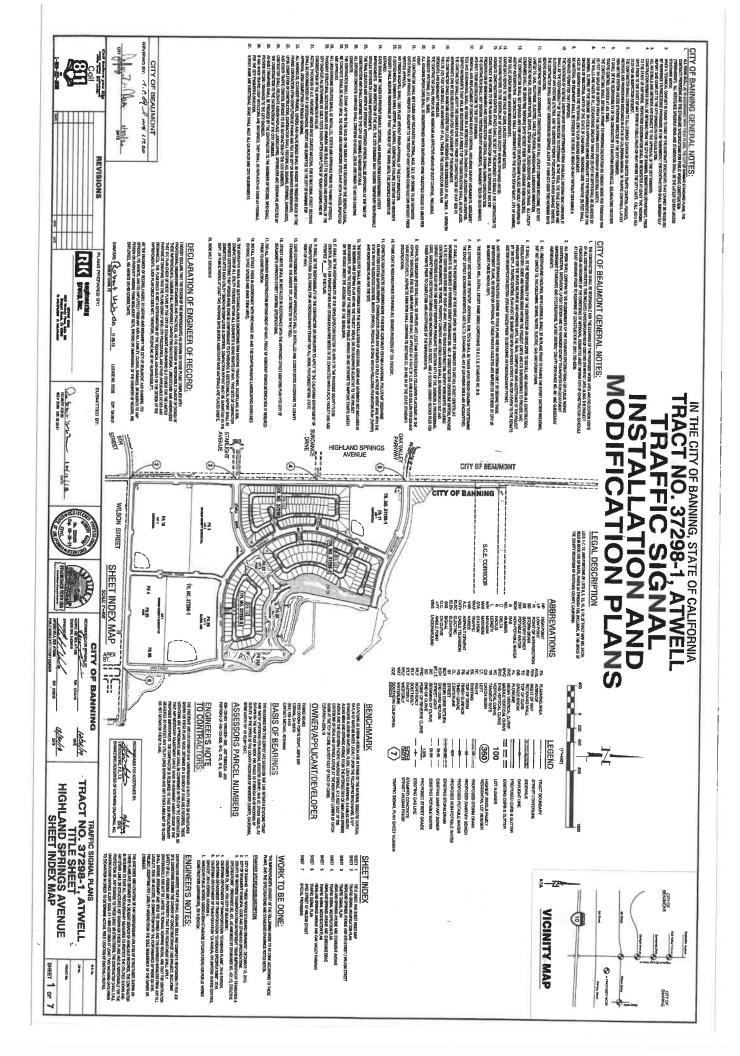
Reviewed By:

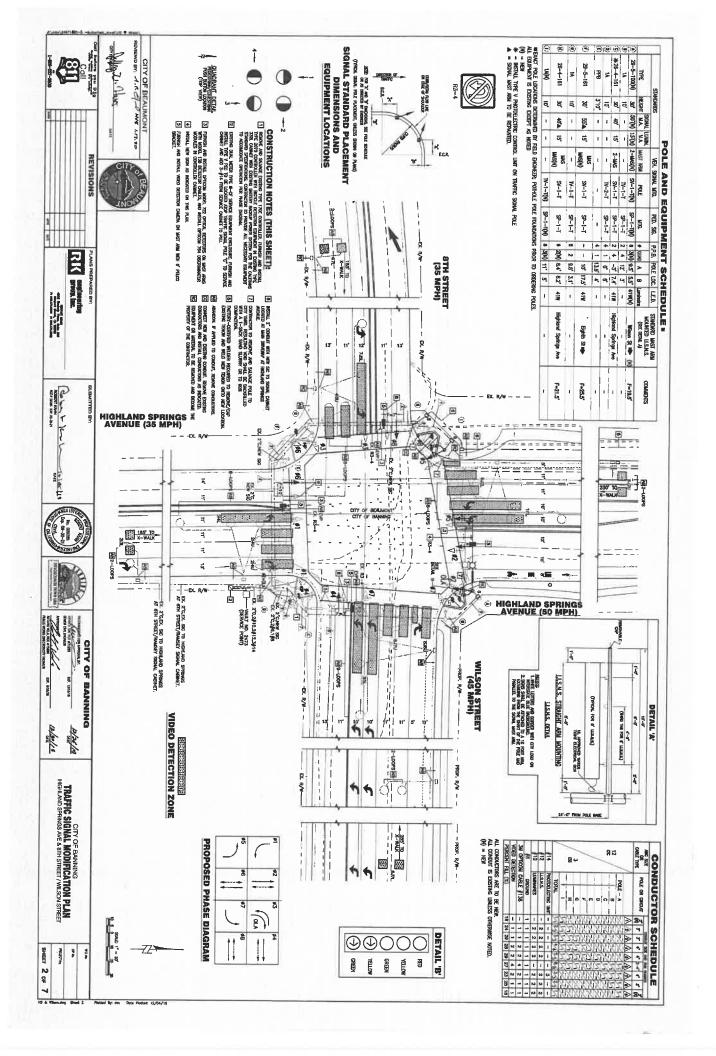
Robert Kahn

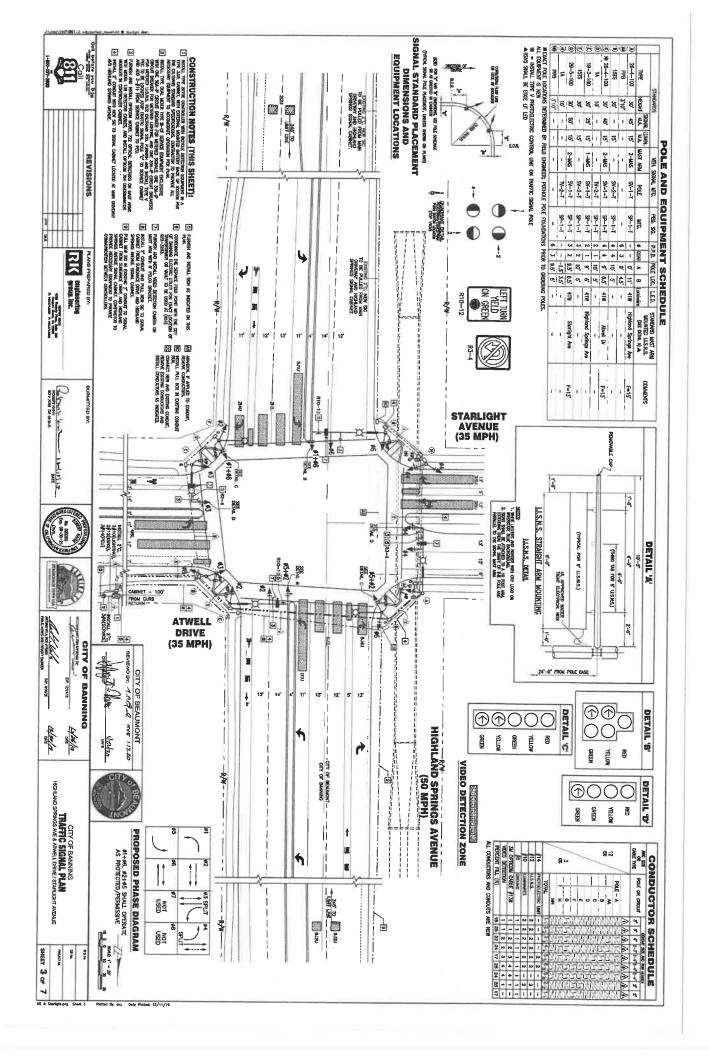
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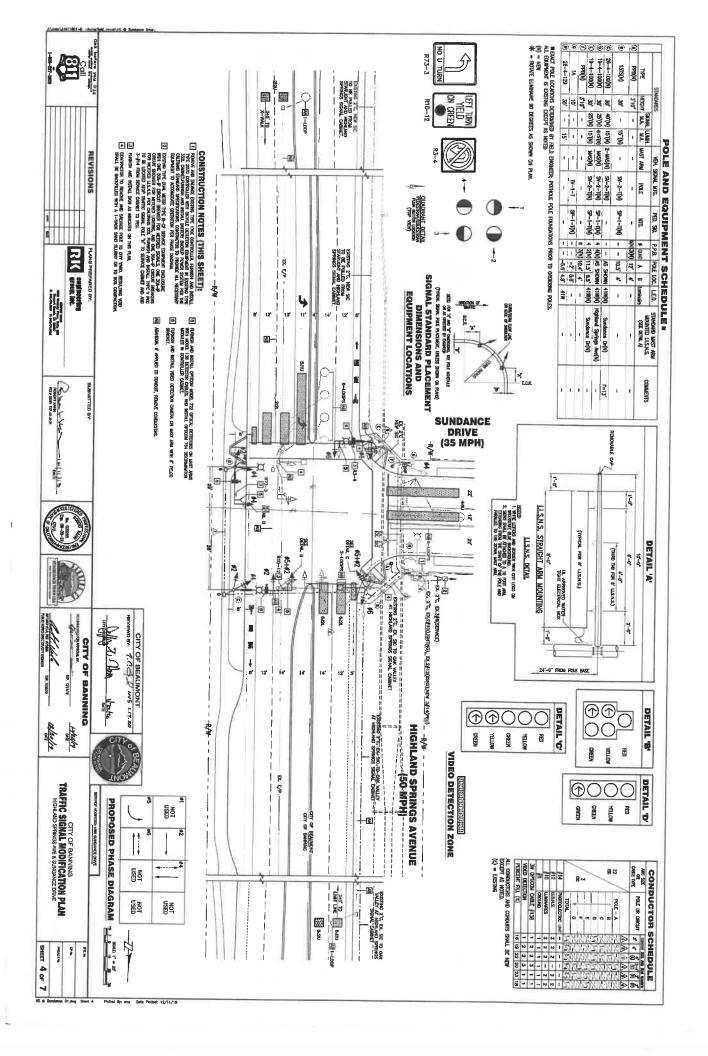
Date; 01/31/20

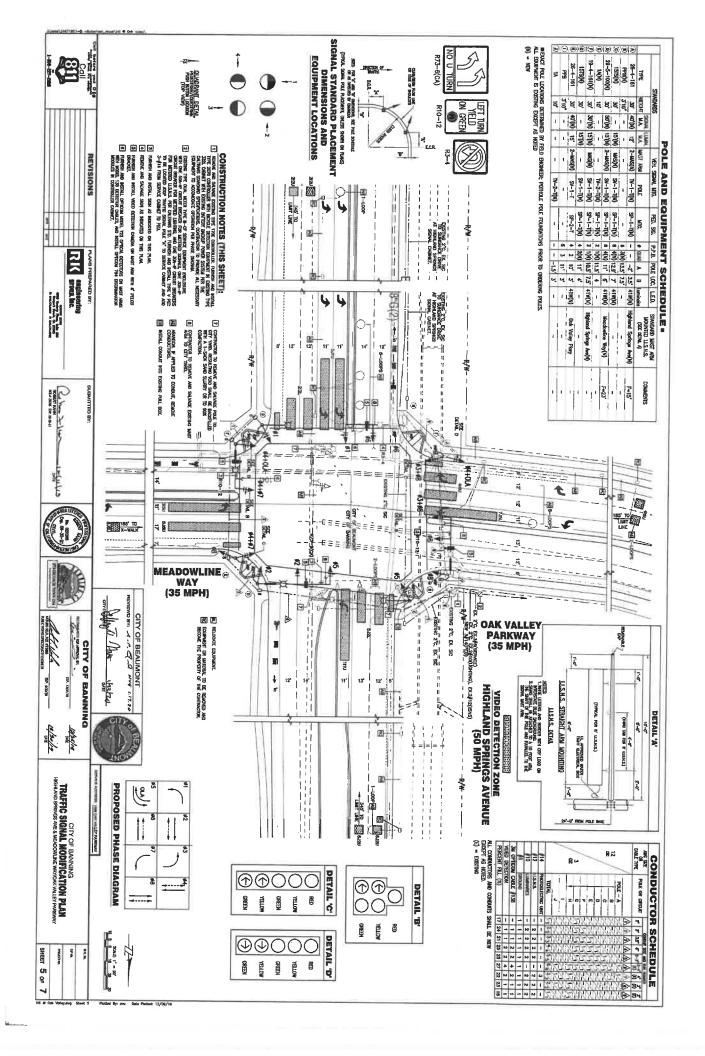
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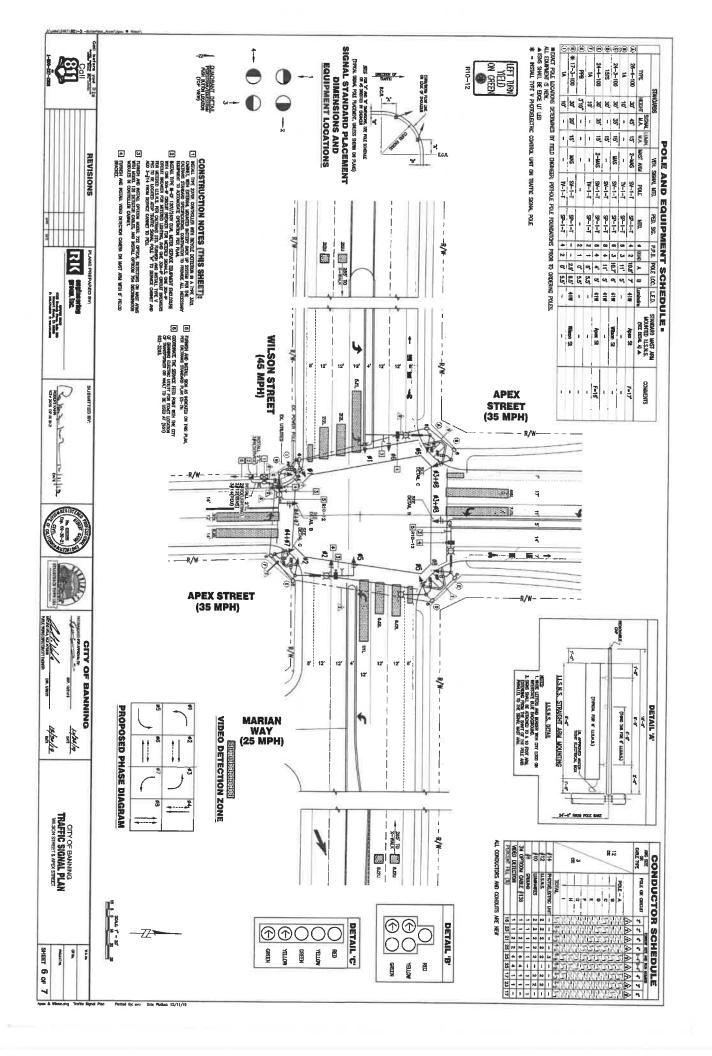












DESCRIPTION A me industries of implication is plift, death and letters be provided by the control to the industries of implication in provided by the control to the industries of implication in the control to the control SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS FOR TRAFFIC SIGNAL PROJECTS

5. EQUIPMENT LIST AND DRAWINGS; The controler celent externatio after despirer and desembles shadt he control in the control of deserts to that when the collect data in they spen, the deserts is crimed with the interval of the celent the collect data. The Colphocity and furnish a militarray recent for all contribut this scalary explanation and profession from the contribution of contributions and operation from deal and the contribution of contribution and operation from deal and the contribution or observed for feedings (i.e. 2 control by the Suprior, persons to protects. The excitations of record and better, the Contribution formula and better the Contribution formula and better the Contribution formula and the Contribution for the Cont

The Charteston is required by earth of the Chapter Service (This print of the Chapter Chapter) of the Chapter Chapter (This print is the Chapter Chapter (This print) and the chapter (This pr Soling intermediate
 Soling intermediate

FOUNDATIONS:

Fortund same correct and carden pol less from 570 posses of cornet per calle part, programme corrects for carden pol thundridons, which stud corden not less from 584 pounds of cornect per callo part.

This Confirmator should create the health aligned existings and limitings for the proposed traition global acompanies represents. A copy of the thirting above should be extended to the City Deplemen for experiency form to Endleting.

STANDARDS, STEEL PEDESTALS AND POSTS: item has been de to appel need one, then place been de to the about now, the spicious de turn and may be accessed. And of the end of the best appel need not be tended prior to the tended of the bests appel nominate. The signs and eigh ensembles horshown as above as Dated V' of Standard Pipo Ω —7N shiple to fractions of the boundary shown on the plane.

CONDUIT: Condate shall be Type 3, Schedule DD Polyringl Chierles (Prift). Condate shall be technical the justing or diffice per Section DS-200C, "Instantion," of the Standard Spatial Condate.

ther conductors have been installed, the each of conducts terminating in pails bases and southwere actions shall be seased with an approved type of expling compound.

F. PULL BOXES:
Rosens for suspension of belleafs will not be required.

All yell brane shall be (R), when otherwise noted. Ref been beliefed in unicoproved over shall be marked with a Type L marker and be brains bearing.

MINAMES:

LED. DRIVER: LED, ever for lumbaling shall be reported with herbrains bounds.

Grounding jumper what he visible offer cap has been pouved an foundation. Engineer's growthing constudies will not be required in conduct containing bop-less—in cashin cap.

K. SERVICE:
The twith persych is Section 85-211, "Serica," of the Standard Specification
is exercised to most

L. VEHICLE SIGNAL FACES AND SIGNAL HEADS:
All times for write along under and a straight by the Combridge and and
All times along the facility and the prediction and and
Long and the Light Emiling Globa (LID), when allumine makes Condait runn between service foodform and skeckfood cárculte shall not be placed until the service bootform have been verified by the serving utility. The Contractor will arrange with the serving stillity to complete services contraction for both temperary and permissent behaldstone. The Contractor and large all contractors are these meants by the stillity. The City sell provide contractor with external for member problem.

synd section boustop shall be maled type. I wallchi hallodions shall be 12° discouler and shall larve back pieles, unless thereign colors.

M. PEDSYTRIAN SIGNALS:
Puterior Steph in the production of Probability Signal Notative and Industrian Steph Internative Steph Internation Steph Internation Steph Internation Internation

N. DETECTION:

O. BATTERY BACK-UP SYSTEMI IDES VerpCare video detection convers shall be used per this project.

The Estimy Deck-Up System ESS to be invisible shall be consident with the Sweekle County specifications for bothey book-up systems, violat February 25, 2008.

requesteriors.

The SES and the Medic on the Collector Acceptable Research Ligh (ASL).

The SES for traffic aloned should have been handled and operational for a period of
one year at an intersection in the United States. The profession activities by the control of the con skel ht speaks of speaks have for full markets speakes for on '123-onj' in (ut cotter mit, "he pass one passions man) of finals of most speaks started in many field (III), the one passions and the impression seed to designed for supplied positions, is conceived with the impressions deal produced Specifications (IEE), detail August 14, 2000, Chapter 1, South 8 1

belon specified otherwise, the Battery Bookup system Batteries wheil he enterned by the controller coloins, an exeminal earlier Section 2.3 "Edward Battery October Option" benefit

The depaid will be obtained to a 100-joic orn actualing from white of the point down and provided to the signal most one. Each 100-joic orn and them a 3 mortising taxes speed to it. The task shade the speed to other bendetition of either on eight look or the took stage, it and the speed to other, bendetition of either on eight look or the took stage. A set for the file to speed to other, the roots orn will not change passifier the took of the stage of the took or the stage of the s Details of color, white, horsions and specing shall conform to the elector's exhibitions by the County of Restricts. the sign fitters and it is despited and constructed to breast defensation or than their additional for the sign of Periods" shall not be used on abbreviations. Fall-size beyonds for each beyond shall be rehealted in the England for approved prior to febrication. Sign linguistic shall be translational safets on these with 12-both styper case and 9-both foreir cases without, literature copy size for the lapsoid shall be Safete C with Safete D or E being used shapes on these or mesonga laught purchas. counting countably shall be designed and committated to prevent follow when subjects to major wind books, on set forth in the ASSITO publication, Standard Specifications for and Supports of Highway Sayns, Lumborium, and Frolits Saynels, and connectments

O. EMERGENCY VEHICLE PRE-EMPTION

THE TANK THE T

The optical destrict and have an exhaulth income to the 2,500 feet from a flexibility of the come of t phone selector unit provided stydl he for affine the bladel FAE contention or o N.E.M.A. Faire on britished of the princit), behalviour and not come content constitution or all mental furth high provides relates of void featurable to contract from an expirate fair. The phone antipier that the n the channel dates and provide the television of ded detects shall be found in a worther proof high impact non-corrowine foundations to meanathing longitumes about date has non-corrowine. Sall Manacher shall incorporate a farmitrial stelly for softs commendation.

The property contracts (from paral sold is referred it in the property contracts of the property of the proper

A part (15 232 Viterica) for semole communication is maken.
 A part effect for each classes.
 A part light on cathole indicator lights.
 A part light can control while indicator lights.
 Direct displacetic copicilities.

The deleter critic shall be a whicked, 3-conductly 20 gaps cash with a desh wire and shall contain to the deleter and relative insummentation.

R. MODEL 2070E CONTROLLER ASSEMBLIES; controller unit, Model 2070E, and its ambiest, Model 332L, shell be in scraturase with the provisions of Section No. 85 "Signote, Lighting and Exertical forms" of the Interest addition of the State of California Standard Specifications I these Special Provisions.

ul Model 2070E controllers supplied shall have dual Asynchronous Communications that the Adapter (ADA) condellity. Dual ACIA/s shall be hasged to the controller snit. Harturnita printed-braid board controllers will not be screpted. idating and installing the required controller assemblies shall be in accordance the current edition of the Statu of Cathoreta Standard Plans, Standard officiations, the construction plans and the special provisions and these priment specifications.

P. INTERNALLY ILLUMINATED STREET NAME SIGNS: blandy Burkeded Steel Name Styre (USAS) and in delite-food Edge-Us LEA. with plants-sleetly control. The compacts control system, Including the Model 2021, cathert, shall control to surrent State California, Buriesse State of Transportation, Agency, Department of Transportation and Electrical Explainment Specifications" (TEES) and "Traffic Signal Control Explainment Specifications" (TEES) and "Traffic Signal Control Explainment Specifications" (TEES) and "Traffic Signal Control Explainment Specifications" The above referenced document to available from the State of California, Department of Transportation, Socramenta, for a fee.

The cooking features shall include pastimizations for manual actuation of all whistair and pasterist phases. The butterist shall be cooking and also be provided with a fluorescent temp for tritarior lighting and a pull out drawer assembly. Door look shall be Corbh No. 2.

Each Tea, 2010 contrate memby consisting of a local 2010 contrate and with its classical and approximate the contract of the c

One G29 modern intercompact harness with a aix foot cabin shall be what to the intercoment terminal strip. (Local intersection controller to interconnect terminal strip). l Lasiva position interconnect terminol strip sholl be provided for termination of the interconnectories for communication lines.

The switching circuit for the flowher unit shall be contained in a replacement medula (sube type) seeded in spany. The unit shall be raised for 15 angeres lood (25 angeres blood). All load match sociate shall have individual who terminate printed chasit boards will not be allowed Local serials seriativity attends serial serial serial serial in a replacement models (sales type) socied in society and refer in 15 mayors in local (35 mayors free). Fit is no all local serials has serial to AC. Output indirectors since to be bestated on all local serials as. the orders in which the Flaid blacker is inhalated, or oddföred GZP modern interconnect homes to a die loot codes and be wided to the inharconnect immitted arby (Flaid discriber conscious) of programs terminal arby). An oddförede blockel 400 modern ander be kurstwed for the Flaid blacker blacker.

The Model 3321, exhibite shall be equipped with a thermostationity controlled electric fam with ball or taken bearings. A capacity riciting of at least 100 autito fleet per minute is required. t finish (interfor and exterfor) shall be arradic acading.

The (2) complete proceeds and four (1) complete cabbed within diagrams for each furnished matterial washing and to expose the feet down of interests dynamic light. It is shown in the cabbed to control with the down of interests drowed plant. It is shown that the control washing the matterial than the cabbed to the change throughest, the cabbed that the cabbed the cabbed that the Poles.
 Poles.
 Treffo signal heads with phase designations.
 Pedestran signal heads with phase designations.
 Loop detectors with input the designations.

The lated 200% contains and contains acided and in manufactured out furnitural by the sense introductions; and well find no complete formation according to property acide and formation contains according to the sense of the control acidement by the furnitured and be so made according to UCHANI, clearnings, Stammarto, Us, and and acromatiy to Bothd on the Uppertitude Quartery Productions List (QPL).

Familishing, transporting, indicating and widny of imatine algord controller essentiales, including index, explaneant, metalots and includents, whose to considered as introduced in the laws sum prime paid for intelline signal and lightlings, and no additional componention what has diseased therefore. The readment for the operatural and functional during of the explanent shall be considered as included in the large term price paid for furths algorithm of Spiths, and no obtained emperaturation shall be observed therefore. Sold test shall be performed in opportunes with current State of Collectio Department of Transportution guidelines and a destination of Companyiation shall be insued for each accommodate tested postbooks assembly and additional supplied applyment. supplier shall perform operational and fauctional seeing of the supplied controller casembles oddSchot supplied equipment in occordonos with the specifications of the State of Colforni artment of Transportation.

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CdH before you Die Jan 7: Man

REVISIONS

RIA group, inc. PLANS PREPARED BY: CITY OF BEAUMONT

Or and

Do. 150149 CITY OF BANNING

12/50/19

SPECIAL PROVISIONS

PROJECT N

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SHEET 7 OF 7