

Basic Gov (Sales Force) # PW2019-0363
File # 3300
Springs Ave & Oak Valley Pkwy

**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 SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and Pardee Homes, a California company (“DEVELOPER”).

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 & Oak Valley Pkwy

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  _____
Jeff Chambers

2-18-2020
Date

Title: VP of Community Development

Address: Pardee Homes
1250 Corona Pointe Court,
Suite 600
Corona, CA 92879

EXHIBIT "A"

Bond No: CMS331858
Premium: \$469.00

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and 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 & Oak Valley Parkway**

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 RLI Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Seventeen Thousand Three * _____ dollars (\$ 117,362.00) 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. *Hundred Sixty Two & 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.

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 February 12, 2020.

PRINCIPAL:

SURETY:

Pardee Homes

RLI Insurance Company

By 

By 

Title Jeff Chambers, VP Community Development

Title Janina Monroe, Attorney-In-Fact

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 Orange }

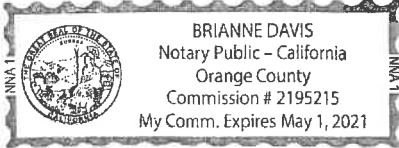
On FEB 12 2020 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer)

personally appeared Janina Monroe
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis
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.

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.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of September, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
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: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
FEB 12 2020



By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

California All-Purpose Certificate of Acknowledgment

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

State of California
County of Riverside } s.s.

On February 19, 2020 before me, Ana E. Chavez Perez, Notary Public
Name of Notary Public, Title


personally appeared Jeff Chambers
Name of Signer (1)

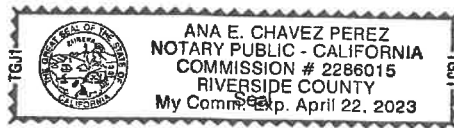
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

 containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es) Notarial event is detailed in notary journal on: Page # _____ Entry # _____ Notary contact: _____ Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (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. 37298-1, which is hereby incorporated herein and made a part hereof; and Atwell-Traffic Signal: Highland Springs Ave & Oak Valley Parkway

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 Hundred Seventeen Thousand * dollars (\$ 117,362.00), 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. *Three Hundred Sixty Two & 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 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 February 12, 2020.

PRINCIPAL:

Pardee Homes

By 

Title Jeff Chambers, VP Community Development

SURETY:

RLI Insurance Company

By 

Title Janina Monroe, Attorney-In-Fact

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 Orange }

On FEB 12 2020 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer)

personally appeared Janina Monroe
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis

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.
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- 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.

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.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 30th day of September, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
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 FEB 12 2020.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside

} s.s.

On February 19, 2020 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title


personally appeared Jeff Chambers
Name of Signer (1)

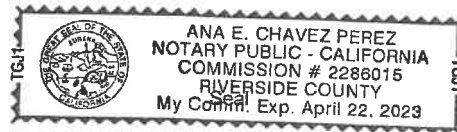
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)
- _____

Traffic Signal Cost Estimate

Date: January 31, 2020		Location: Highland Springs Ave. & Oak Valley Pkwy/ Meadowline Way, City of Beaumont			
Job Number: 2467-18-01		Prepared for:			
By: RK Engineering Group, Inc.					
Item No.	Description	Qty.	Unit	Unit Cost	Item Cost
2	Controller w/Cabinet (Type 2070E)	1	Ea.	\$22,800.00	\$22,800
7	Install Controller/Cabinet	1	Ea.	\$2,520.00	\$2,520
10	2-Channel Detector w/Rack	1	Ea.	\$900.00	\$900
11	Detector Rack And Power	1	Ea.	\$3,000.00	\$3,000
14	P.P.B. Pole (4'h), incl. Foundation	1	Ea.	\$960.00	\$960
16	Type 15 Pole (30'h)	1	Ea.	\$4,080.00	\$4,080
40	Foundation, 30" x 5'd (Re-bar) <Type 15>	1	Ea.	\$864.00	\$864
46	Signal Head, 12"Ø 3-section LED	5	Ea.	\$1,200.00	\$6,000
48	Signal Head, 12"Ø 5-section LED	3	Ea.	\$1,800.00	\$5,400
50	LED Module, Signal (Arrow: R,Y or G)	12	Ea.	\$300.00	\$3,600
51	LED Module, Signal (Ball: R,Y or G)	18	Ea.	\$384.00	\$6,912
52	Ped Signal Head, LED	3	Ea.	\$1,440.00	\$4,320
54	Ped Push Button (P.P.B.), ADA Compliant	1	Ea.	\$240.00	\$240
55	Illuminated Street Name Sign (I.I.S.N.S.)	1	Ea.	\$1,560.00	\$1,560
69	3" Conduit (Trenched)	62	LF	\$28.20	\$1,748
73	4" Conduit (Trenched)	37	LF	\$36.00	\$1,332
83	Video Detection System (Iteris)	0.5	LS	\$35,000.00	\$17,500
84	Opticom Discriminator	1	Ea.	\$2,538.00	\$2,538
86	Opticom Detector	2	Ea.	\$792.00	\$1,584
88	Wiring, Signal (TS Mod.)	1	LS	\$8,400.00	\$8,400
96	Remove Exist. Signal Pole/Equipment	1	Ea.	\$792.00	\$792
129	Remove and Salvage Existing Controller and Cabinet	1	Ea.	\$396.00	\$396
136	Remove & Salvage Mast Arm Mounted Sign	1	Ea.	\$126.00	\$126
137	Furnish & Install Mast Arm Mounted Sign	1	Ea.	\$288.00	\$288
138	Remove & Salvage Mast Arm	1	Ea.	\$636.00	\$636
140	Furnish & Install 45' Mast Arm	2	Ea.	\$1,440.00	\$2,880
161	SIC 12-pair #19 Cable	156	LF	\$4.34	\$678

Traffic Signal Cost Estimate

Date: January 31, 2020		Location: Highland Springs Ave. & Oak Valley Pkwy./ Meadowline Way, City of Beaumont			
Job Number: 2467-18-01		Prepared for:			
By: RK Engineering Group, Inc.					
Item No.	Description	Qty.	Unit	Unit Cost	Item Cost
SUBTOTAL					\$102,054
<i>Engineering/Mobilization:</i>				0.00%	\$0
<i>Fees, Permits, Supervision</i>				0.00%	\$0
<i>Contingencies</i>				15.00%	\$15,308
TOTAL					\$117,362

SEAL



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

Reviewed By:

Robert Kahn

Robert Kahn

R.C.E. No. 20285

Date:

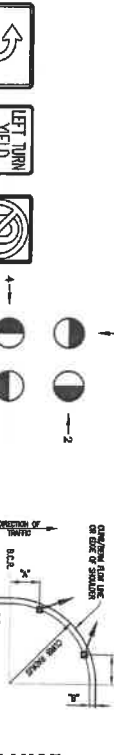
01/31/20

Exp. 09/30/21

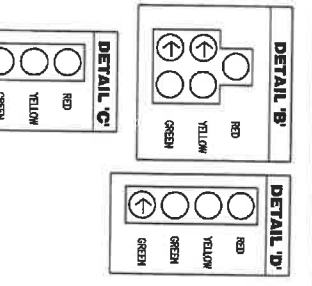
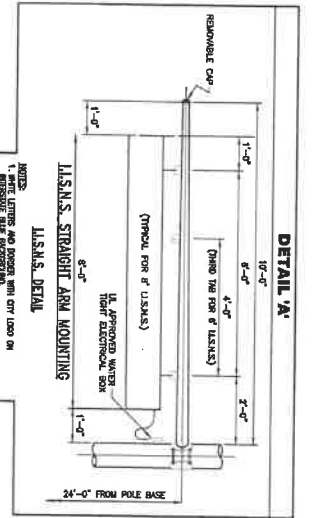
POLE AND EQUIPMENT SCHEDULE -

STANDARD	SIGNAL LUMINAIRE	POLE SERIAL NO.	POLE SEC.	POLE LOC. (E.D.)	STANDARD LIGHT ARM MOUNTED LIST(S)	COMMENTS
1	15000	310*	151(N)	SR-2-100	SR-1-100	
2	26-1-100(N)	30*	151(N)	SR-2-100	SR-1-100	
3	19-1-100(N)	30*	151(N)	SR-2-100	SR-1-100	
4	PP9(N)	310*	151(N)	SR-2-100	SR-1-100	
5	1A	30*	151	SR-1-100	SR-1-100	
6	26-1-100	30*	151	SR-1-100	SR-1-100	

EXACT POLE LOCATIONS DETERMINED BY FIELD ENGINEERS. FORMER POLE FOUNDATIONS PRIOR TO ORDERING POLES.
 ALL EQUIPMENT IS DESIGN EXCEPT AS NOTED.
 (*) = NEW
 * = REMOVE DIMENSION 90 DEGREES AS SHOWN ON PLAN.

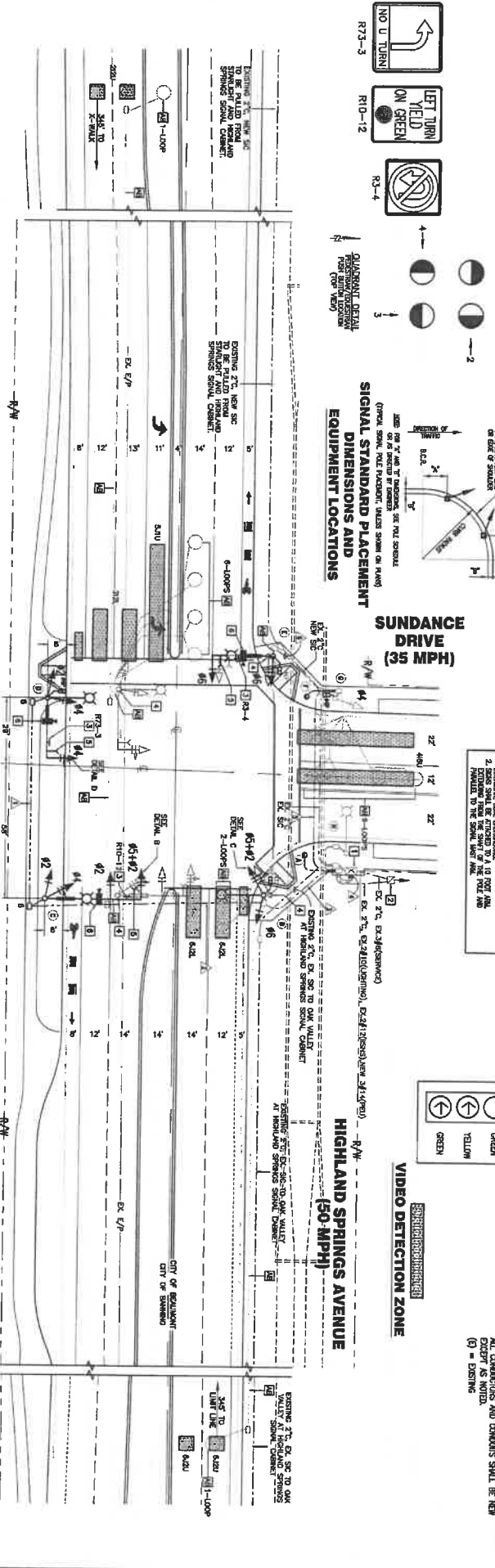


SIGNAL STANDARD PLACEMENT DIMENSIONS AND EQUIPMENT LOCATIONS
 (TYPICAL, SEE PLAN FOR POSITION, MOUNTING SPACING OR HANG)
 SEE PLAN FOR 1" AND 2" DIMENSIONS, SEE POLE SCHEDULE
 SEE PLAN FOR 1" AND 2" DIMENSIONS, SEE POLE SCHEDULE



CONDUCTOR SCHEDULE

NO.	CONDUCTOR TYPE	POLE OR DISH	CONDUCTOR SIZE	CONDUCTOR LENGTH	CONDUCTOR WEIGHT	CONDUCTOR TENSILE STRENGTH
1	14	14	14	14	14	14
2	12	12	12	12	12	12
3	10	10	10	10	10	10
4	8	8	8	8	8	8
5	6	6	6	6	6	6
6	4	4	4	4	4	4
7	3	3	3	3	3	3
8	2	2	2	2	2	2
9	1	1	1	1	1	1
10	0	0	0	0	0	0
11	0	0	0	0	0	0
12	0	0	0	0	0	0
13	0	0	0	0	0	0
14	0	0	0	0	0	0
15	0	0	0	0	0	0
16	0	0	0	0	0	0
17	0	0	0	0	0	0
18	0	0	0	0	0	0
19	0	0	0	0	0	0
20	0	0	0	0	0	0
21	0	0	0	0	0	0
22	0	0	0	0	0	0
23	0	0	0	0	0	0
24	0	0	0	0	0	0
25	0	0	0	0	0	0
26	0	0	0	0	0	0
27	0	0	0	0	0	0
28	0	0	0	0	0	0
29	0	0	0	0	0	0
30	0	0	0	0	0	0



CONSTRUCTION NOTES (THIS SHEET):

- REMOVE AND SALVAGE EXISTING TRAFFIC SIGNALS, SIGNAL CONTROLLER, SIGNAL CABINETS, AND SIGNAL POLES. THE SIGNAL CONTROLLER SHALL BE REMOVED AND SALVAGED BY THE CONTRACTOR. THE SIGNAL CABINETS SHALL BE REMOVED AND SALVAGED BY THE CONTRACTOR. THE SIGNAL POLES SHALL BE REMOVED AND SALVAGED BY THE CONTRACTOR.
- INSTALL AND SET SIGNAL POLES, TRAFFIC SIGNALS, SIGNAL CONTROLLER, SIGNAL CABINETS, AND SIGNAL POLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES.
- INSTALL AND SET SIGNAL POLES, TRAFFIC SIGNALS, SIGNAL CONTROLLER, SIGNAL CABINETS, AND SIGNAL POLES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES.
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REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 SUBMITTED BY: [Signature]

CITY OF BEAUMONT
 CITY ENGINEER: [Signature]
 DATE: 1/17/20

CITY OF BANNING
 CITY ENGINEER: [Signature]
 DATE: 1/17/20

TRAFFIC SIGNAL MODIFICATION PLAN
 HIGHLAND SPRINGS AND SUNDANCE DRIVE

SHEET 4 OF 7

POLE AND EQUIPMENT SCHEDULE

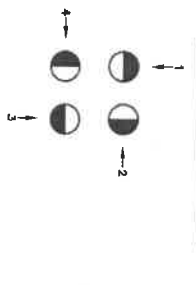
STANDARD	VEH SIGNAL UNIT	POLE SEC.	P.O.E. LOC.	LEA.	STANDARD MOUNTING ASSEMBLY (SEE KEY A)	COMMENTS			
1	24-4-100	30'	45'	15'	2-WAS	SP-1-1	4 2 10d 7 41W	4x6 SI	FR17
2	24-3-100	30'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
3	1215	30'	30'	15'	2-WAS	SP-1-1	6 3 10d 7 41W	4x6 SI	
4	24-4-100	30'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
5	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
6	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
7	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
8	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
9	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
10	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
11	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
12	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
13	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
14	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
15	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
16	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
17	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
18	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
19	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
20	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
21	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
22	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
23	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
24	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
25	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
26	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
27	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
28	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
29	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	
30	1A	10'	30'	15'	2-WAS	SP-1-1	6 3 11' 5'	4x6 SI	

ALL SIGNAL POLE LOCATIONS DETERMINED BY FIELD ENGINEER. POLE FOUNDATIONS PRIOR TO ORDERING POLES.
 ALL EQUIPMENT IS NEW.
 ALL SIGNS SHALL BE EDGE LIT LED.
 * = SIGNAL TYPE V MANUFACTURING CONTROL UNIT ON TRAFFIC SIGNAL POLE



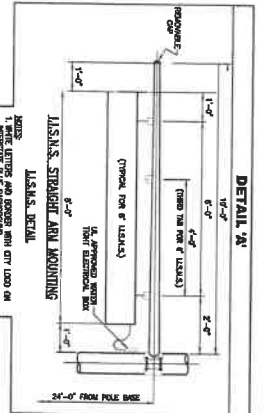
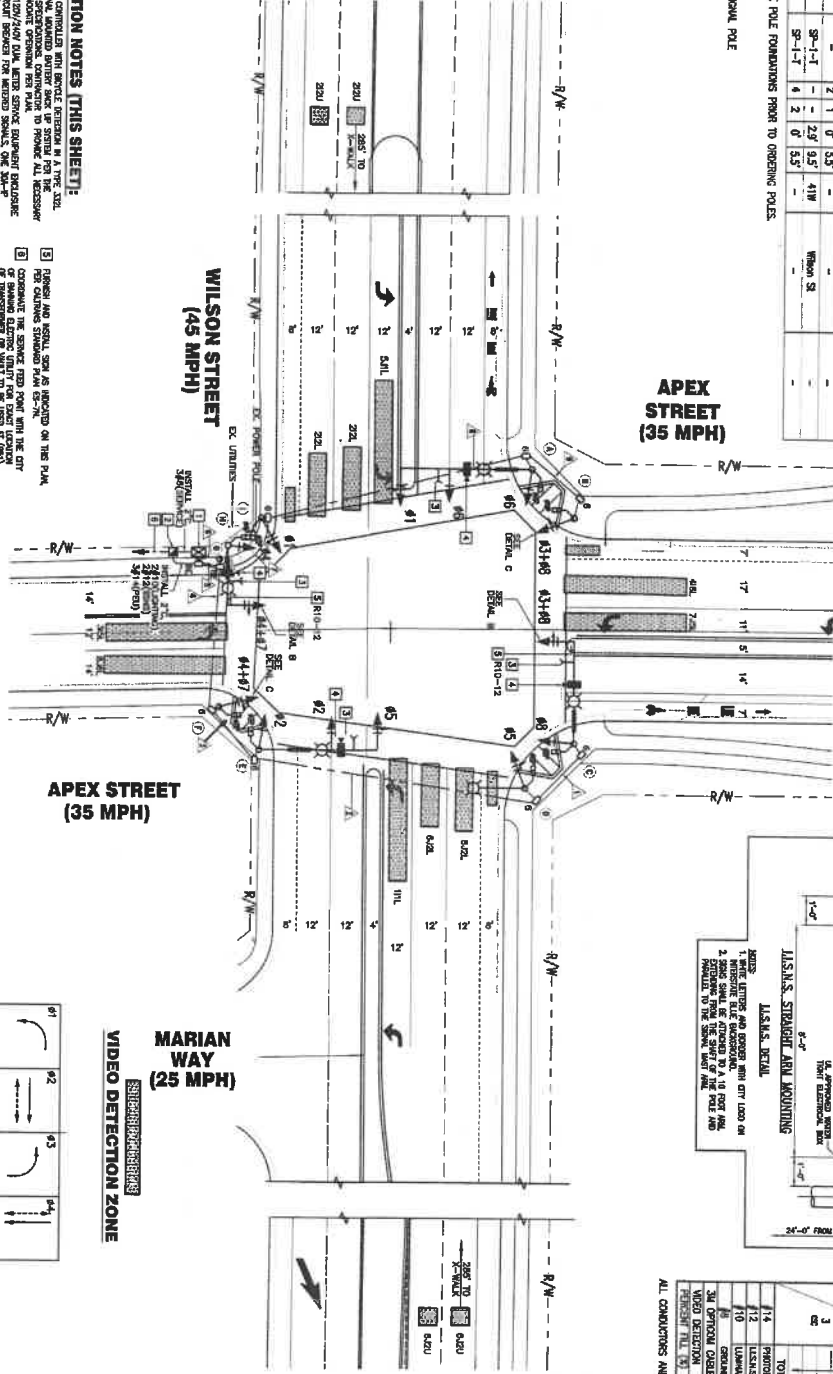
R10-12

SIGNAL STANDARDS PLACEMENT DIMENSIONS AND EQUIPMENT LOCATIONS



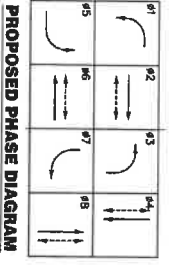
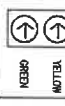
- CONSTRUCTION NOTES (THIS SHEET):**
- INSTALL THE POLE, COMPLETE WITH SERVICE CONNECTION IN A TYPE 30L CEMENT CHUTE. PROVIDE PROTECTIVE HOUSING FOR ALL NECESSARY CONNECTIONS TO ADJACENT OPENING PER PLAN.
 - INSTALL THE SIGNAL HEADS AND MOUNTING ASSEMBLY TO THE POLE WITH THE 20'-0" CENTER PROVIDED FOR MOUNTING SIGNALS. ONE SIGNAL HEAD SHALL BE LOCATED ABOVE TRAFFIC SIGNAL. ONE SIGNAL HEAD SHALL BE LOCATED ABOVE TRAFFIC SIGNAL. ONE SIGNAL HEAD SHALL BE LOCATED ABOVE TRAFFIC SIGNAL. ONE SIGNAL HEAD SHALL BE LOCATED ABOVE TRAFFIC SIGNAL.
 - INSTALL AND MOUNT CONTROL BOXES, 72" OPTICAL DETECTORS ON TRAFFIC SIGNALS. PROVIDE PROTECTIVE HOUSING FOR ALL NECESSARY CONNECTIONS TO ADJACENT OPENING PER PLAN.
 - REMOVE AND REPAIR VIDEO DETECTION CAMERA ON WEST SIDE WITH 4' FIELD OF VIEW.

- REMOVE AND REPAIR VIDEO DETECTION CAMERA ON WEST SIDE WITH 4' FIELD OF VIEW.
- REMOVE AND REPAIR VIDEO DETECTION CAMERA ON WEST SIDE WITH 4' FIELD OF VIEW.
- REMOVE AND REPAIR VIDEO DETECTION CAMERA ON WEST SIDE WITH 4' FIELD OF VIEW.
- REMOVE AND REPAIR VIDEO DETECTION CAMERA ON WEST SIDE WITH 4' FIELD OF VIEW.



CONDUCTOR SCHEDULE

CONDUCTOR TYPE	POLE OR CIRCUIT	CONDUCTOR SIZE	CONDUCTOR TYPE	CONDUCTOR SIZE	CONDUCTOR TYPE	CONDUCTOR SIZE	CONDUCTOR TYPE	CONDUCTOR SIZE
1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10	10
11	11	11	11	11	11	11	11	11
12	12	12	12	12	12	12	12	12
13	13	13	13	13	13	13	13	13
14	14	14	14	14	14	14	14	14
15	15	15	15	15	15	15	15	15
16	16	16	16	16	16	16	16	16
17	17	17	17	17	17	17	17	17
18	18	18	18	18	18	18	18	18
19	19	19	19	19	19	19	19	19
20	20	20	20	20	20	20	20	20
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22	22	22	22	22	22	22	22	22
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26	26	26	26	26	26	26	26	26
27	27	27	27	27	27	27	27	27
28	28	28	28	28	28	28	28	28
29	29	29	29	29	29	29	29	29
30	30	30	30	30	30	30	30	30



811 Call before you dig
 1-800-872-8289

REVISIONS

NO.	DATE	DESCRIPTION

PLANS PREPARED BY:
RTK **ambrosio**
 REGISTERED PROFESSIONAL ENGINEER
 10000 W. WILSON STREET, SUITE 100
 WILSON, TEXAS 75370

SUBMITTED BY:
 ROBERT F. BANNING
 REGISTERED PROFESSIONAL ENGINEER
 10000 W. WILSON STREET, SUITE 100
 WILSON, TEXAS 75370

CITY OF BANNING
 ENGINEER
 10000 W. WILSON STREET, SUITE 100
 WILSON, TEXAS 75370

CITY OF BANNING
 TRAFFIC SIGNAL PLAN
 WILSON STREET & APEX STREET

SHEET **6 OF 7**

