Basic Gov (Sales Force) # PW2019-0343
File # 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	S SECU	JRITY AGREEMENT	is	made	by	and	between	CITY	OF	BEAUMONT
("CITY")	and	Pardee Homes		_, 8	ı	_Cali	fornia			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 & Oak Valley Pkwy
- B. The CITY requires, as a condition precedent to the acceptance and approva' 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. <u>Authority to Execute.</u> 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
By Mayor
Date
DEVELOPER
By Alland
Jeff Chambers 2_16-70 20
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: CMS331858 Premium: \$469.00

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, Stat	e 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	
	Valley Parkway
WHEREAS, Principal is required under the terms of the said ag	
faithful performance of said agreement.	
NOW, THEREFORE, we, the Principal andRLI Insurance C	ompany
as Surety, are held and firmly bound unto the City of Beaumont (herei	
	7,362.00) lawful money of the
United States, for the payment of which sum well and truly to be ma	de, 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 Princi	pal, his or its heirs, executors,
administrators, successors or assigns, shall in all things stand to and abid	le by, and well and truly keep and
perform the covenants, conditions and provisions in the said agreement a	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	ng, and shall indemnify and save
harmless the City, its officers, agents and employees as therein stip	ulated, 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 there shall be included costs and reasonable expenses and fees, included incurred by the City in successfully enforcing such obligation, all to be judgment therein rendered.	uding reasonable attorney's fees,
mi C + 1 = 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1	1
The Surety hereby stipulates and agrees that no change, extens	
to the terms of the agreement or to the work to be performed accompanying the same shall in any way affect its obligations on this	
notice of any such change, extension of time, alteration or addition to the	
work or to the specifications.	c terms of the agreement of to the
work of to the specifications.	
IN WITNESS WHEREOF, this instrument has been duly exec	cuted by the Principal and Surety
above named, on February 12 , 20 20 .	and builting
·	
PRINCIPAL: SURETY:	
Pardee Homes RLLInsurance C	ompany
Tall 10. l	1 h
By Jy Man	
Ti'41 - Inff/kambara VP Community Dayslanmont	- V
Title JeffChambers, VP Community Development Title Jani	na 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	}
OnFFB 1 2 2020 before me,	Brianne Davis, Notary Public
personally appeared	Janina Monroe
name(s) is/are subscribed to the within ke/she/they executed the same in kis/h	factory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(iss), and that by ent the person(s), or the entity upon behalf of e instrument.
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 Commission # 2195215 My Comm. Expires May 1, 2021
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMATIONS OF THE ATTACHED DOCUMENT (Title or description of attached document) (Title or description of attached document continued) Number of Pages Document Date	This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgents 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.
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other Other	 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 missused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate title or type of attached document, number of pages and 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.

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 Compar	
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, Secretary, and Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary in Fact or Agents who shall have authority to issue bonds, policies, and the corporate seal may be printed by factorized and such officer and the corporate seal may be printed by factorized.	arer, 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 esimile."
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective	
SEAL SEAL SEAL SEAL STATE OF Illinois	RLI Insurance Company Contractors Bonding and Insurance Company By: Barton W. Davis Vice President
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: Motther & Gebrught Gretchen L. Johnigk Notary Public	RLI Insurance Company FEB 1 2 2020 Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK POTATE POTATE POTATE OF LILINOIS My Z6, 2020	By: 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 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. ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2286015 RIVERSIDE COUNTY My Comments April 22, 2023 - 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 Additional Information Method of Signer Identification The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of ______ Proved to me on the basis of satisfactory evidence: form(s) of identification credible witness(es) Notarial event is detailed in notary journal on: containing ___ pages, and dated _____ Page # _____ Entry # The signer(s) capacity or authority is/are as: ☐ Individual(s) Notary contact: ☐ Attorney-in-fact ☐ Corporate Officer(s) ____ ☐ Additional Signer ☐ Signer(s) Thumbprints(s) ☐ Guardian/Conservator ☐ Partner - Limited/General ☐ Trustee(s) ☐ Other:

NOWIAD ONIENTACKNOWLED ONIENTACKNOWLED OMBITACKNOWLED ONDERTACKNOWLED ONDERTACKNOWLED ONIENTACKNOWLED ONIE

Name(s) of Person(s) Entity(ies) Signer is Representing

representing:

Bond No: CMS331858

Premium: Included in the cost of the

Ave

performance bond

EXHIBIT "B"

PAYMENT BOND

	City of Beaumont, State of California, and after designated as "the Principal") have entered into
Agreement To Provide Security For Improvement	
	agrees to install and complete certain designated
public improvements itemized and described on T	
	ereof; and Atwell-Traffic Signal: Highland Springs
···	& Oak Valley Parkway
WHEREAS, under the terms of the said agree	ment, the Principal is required before entering upon
the performance of the work, to file a good and suff	
secure the claims to which reference is made in Sect	ion 8000, et seq., of the Civil Code of the State of
California.	
NOW, THEREFORE, the Principal and the bound unto the City of Beaumont and all contractor persons employed in the performance of the said agree the Civil Code in the sum of One Hundred Sever materials furnished or labor thereon of any kind, or for Act with respect to this work or labor, that the Surety amount hereinabove set forth, and also in case suit is face amount thereof, costs and reasonable expense incurred by the City in successfully enforcing this obli	eement and referred to at Section 8000, et seq., of ateen Thousand * dollars (\$_117,362.00 _), for or amounts due under the Unemployment Insurance will pay the same in an amount not exceeding the brought upon this bond, will pay, in addition to the s and fees, including reasonable attorney's fees,
be taxed as costs and to be included in the judgment th	
It is hereby expressly stipulated and agreed the persons, companies, and corporations entitled to file Code, so as to give a right of action to them or their as	
Should the condition of this bond be fully pervoid, otherwise it shall be and remain in full force and	rformed, then this obligation shall become null and effect.
The Surety hereby stipulates and agrees that representation to the terms of the agreement or the specifications according to this bond, and it does hereby waive maddition.	
THE WITNIESS WITTEDEOE this instrument h	as been duly executed by the Dain-in-1 - 1 C
above named, on February 12, 2020	as been duly executed by the Principal and Surety
PRINCIPAL:	SURETY:
Pardee Homes	RLI Insurance Company
By Softhand	By Ac O
Title JeffCrembers, 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.

2015 Version www.NotaryClasses.com 800-873-9865

State of California	}
County of Orange	}
OnFEB 1 2 2020 before me, _	Brianne Davis, Notary Public
personally appeared	Janina Monroe
name(s) is/axx subscribed to the within kg/she/they executed the same in kis/h	factory evidence to be the person(e) whose instrument and acknowledged to me that er/their authorized capacity(ies); and that by ent the person(s), or the entity upon behalf of e instrument.
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 Commission # 2195215 My Comm. Expires May 1, 2021
Memous) and the second
Notary Public Signature (No	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	ION _ 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. Acknowledgents 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 ☐ Individual (s) ☐ Corporate Officer (Title) ☐ Partner(s) ☑ Attorney-in-Fact ☐ Trustee(s) ☐ Other	 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 missued or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate title or type of attached document, number of pages and date.
2015 Version www.NotaryClasses.com 800-873-9865	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 Instagether, the "Company") do hereby make, constitute and appoint:	surance Company, each an Illinois corporation, (separately and
Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy No	onan, jointly or severally
in the City of Irvine, 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 Comparation	
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 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	rer, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint cies or undertakings in the name of the Company. The corporate Powers of Attorney or other obligations of the corporation. The simile."
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective	
State of Illinois County of Peoria	By: Barton W. Davis RLI Insurance Company Contractors Bonding and Insurance Company By: 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: Motther & Gebrigk Gretchen L. Johnigk Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK MOTARY FUBLIC STATE OF LILINOIS My Commission Expires May 26, 2020	By: 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 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. ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2286015 RIVERSIDE COUNTY My Confin Exp. April 22, 2023 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** Additional information Method of Signer Identification The preceding Certificate of Acknowledgment is attached to a document 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: Page #____ Entry #____ The signer(s) capacity or authority is/are as: ☐ Individual(s) Notary contact: _____ ☐ Attorney-in-fact ☐ Corporate Officer(s) ____ ☐ Additional Signer ☐ Signer(s) Thumbprints(s) ☐ Guardian/Conservator ☐ Partner - Limited/General ☐ Trustee(s) ☐ Other: _ representing: _ Name(s) of Person(s) Entity(les) Signer is Representing

NOMERICALISTA SNOW RECOMES FAR NOW RECOMES FAR

By: item No.	RK Engineering Group, Inc. Description	Prepared for	Unit	Unit Cost	ière de la
2	Controller w/Cabinet (Type 2070E)	1	Ea.		Item Cost
7	Install Controller/Cabinet		Ea.	\$22,800.00	\$22,80
10	2-Channel Detector w/Rack		Ea.	\$2,520.00	\$2,52
	Detector Rack And Power		2001 100	\$900.00	\$90
11		1 1	Ea.	\$3,000.00	\$3,00
14	P.P.B. Pole (4'h), incl. Foundation		Ea.	\$960.00	\$96
16	Type 15 Pole (30'h)	1	Ea.	\$4,080.00	\$4,08
40	Foundation, 30" x 5'd (Re-bar) <type 15=""></type>	1	Ea.	\$864.00	\$86
46	Signal Head,12"Ø 3-section LED	5	Ea.	\$1,200.00	\$6,00
48	Signal Head,12"Ø 5-section LED	3	Ea.	\$1,800.00	\$5,40
50	LED Module, Signal (Arrow: R,Y or G)	12	Ea.	\$300.00	\$3,60
51	LED Module, Signal (Ball: R,Y or G)	18	Ēa.	\$384.00	\$6,91
52	Ped Signal Head, LED	3	Ea.	\$1,440.00	\$4,32
54	Ped Push Button (P.P.B.), ADA Compliant	1	Ea.	\$240.00	\$24
55	Illuminated Street Name Sign (I.I.S.N.S.)	1	Ea.	\$1,560.00	\$1,56
69	3" Conduit (Trenched)	62	LF	\$28.20	\$1,74
73	4" Conduit (Trenched)	37	LF	\$36.00	\$1,33
83	Video Detection System (Iteris)	0.5	LS	\$35,000.00	\$17,50
84	Opticom Discriminator	1	Ea.	\$2,538.00	\$2,53
86	Opticom Detector	2	Ea.	\$792.00	\$1,58
88	Wiring, Signal (TS Mod.)	1	LS	\$8,400.00	\$8,40
96	Remove Exist. Signal Pole/Equipment	1	Ea.	\$792.00	\$79
129	Remove and Salvage Existing Controller and Cabinet	1	Ea.	\$396.00	\$39
136	Remove & Salvage Mast Arm Mounted Sign	1	Eą.	\$126.00	\$12
137	Furnish & Install Mast Arm Mounted Sign	1	Ēa.	\$288.00	\$28
138	Remove & Salvage Mast Arm	1	Ea.	\$636.00	\$63
140	Furnish & Install 45' Mast Arm	.2	Ea.	\$1,440.00	\$2,88
161	SIC 12-pair #19 Cable	156	LF	\$4,34	\$67

Traffic Signal Cost Estimate

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





engineering group, inc.

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

Reviewed By:

Roberte

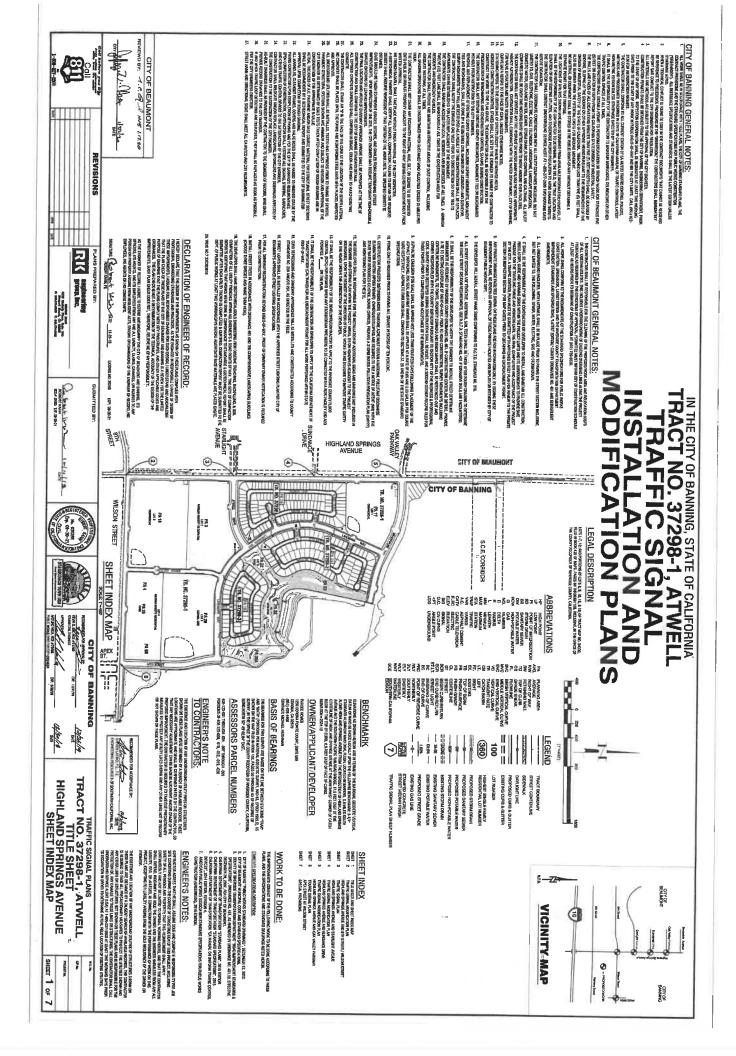
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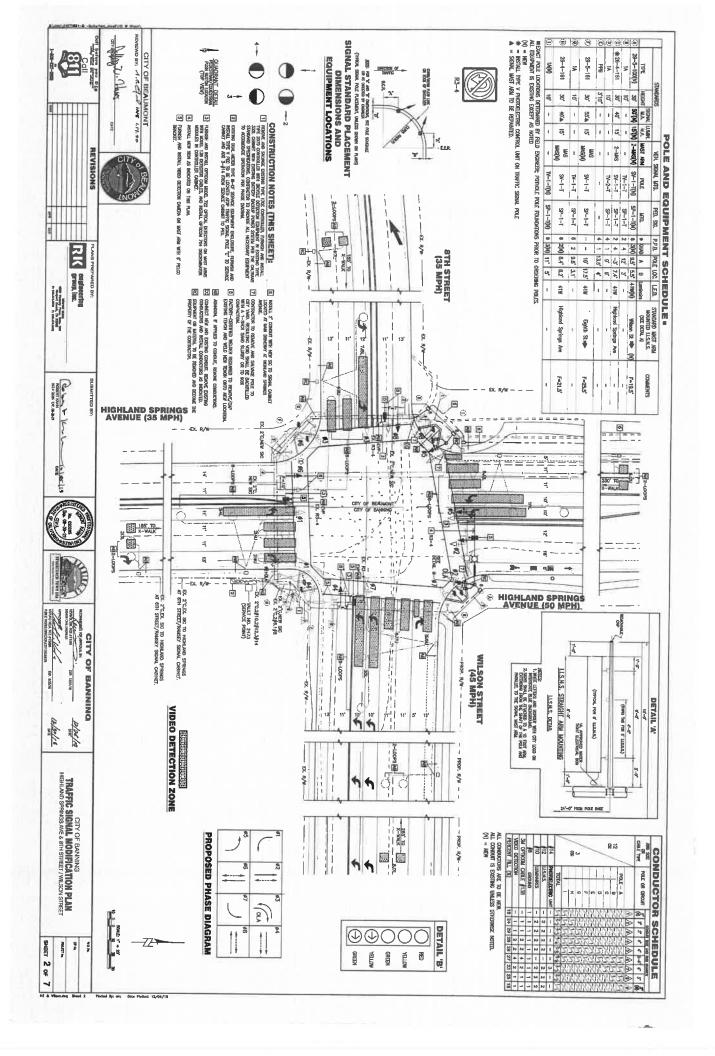
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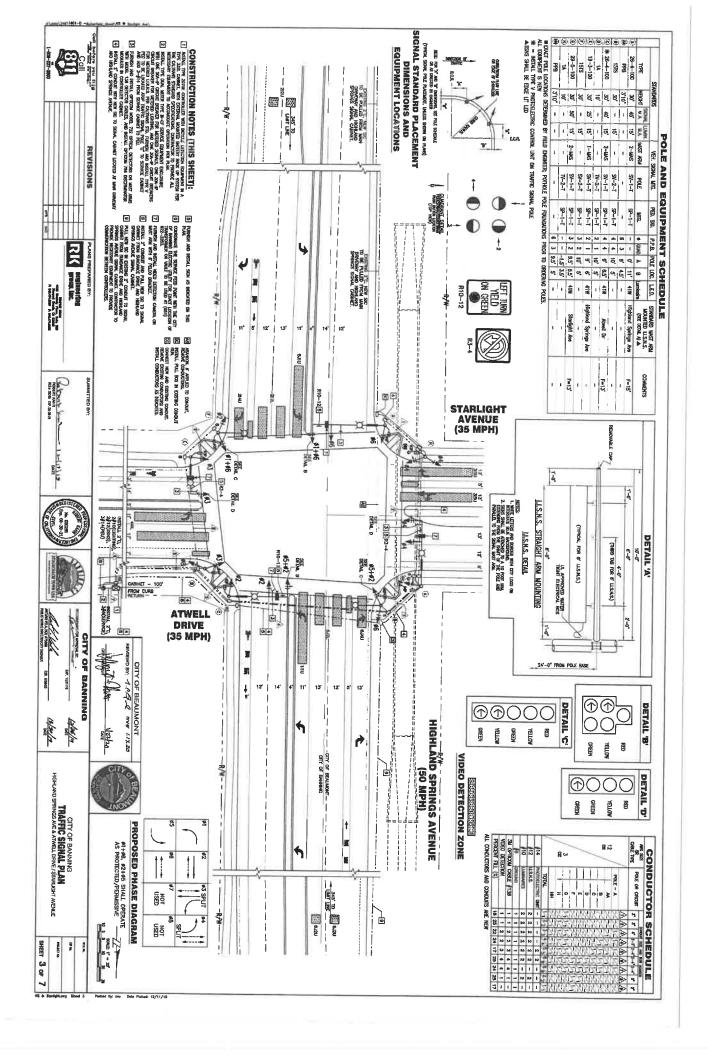
Robert Kahn

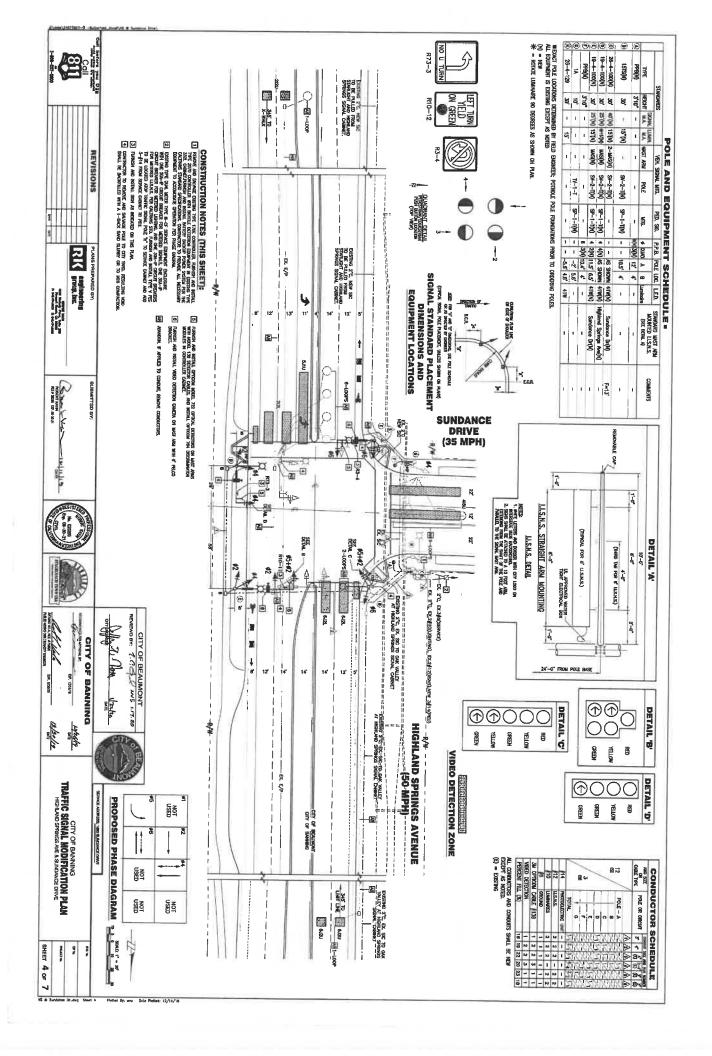
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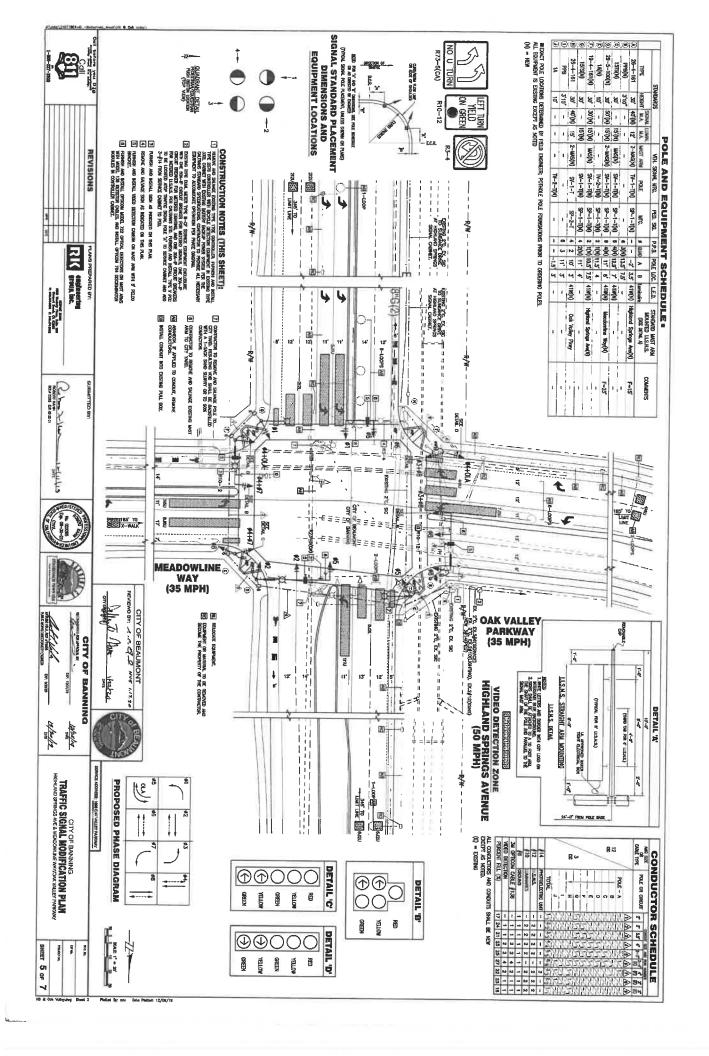
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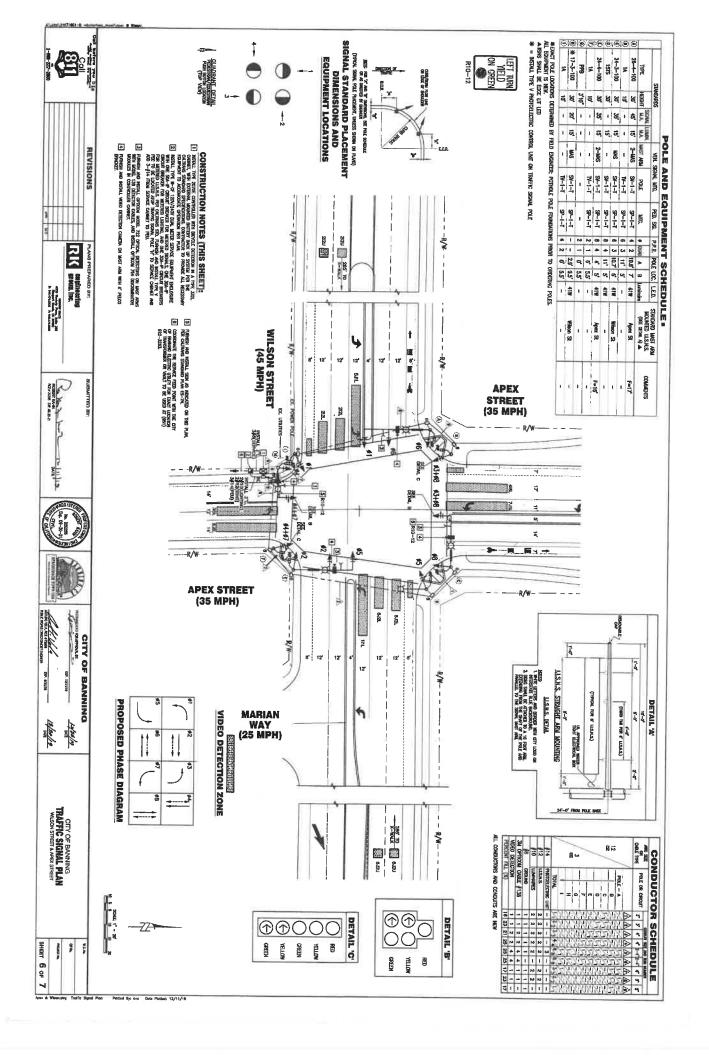












SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS FOR TRAFFIC SIGNAL PROJECTS

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B. EQUIPMENT LIST AND DRAWINGS:
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CONDUIT: benkis skal in 1894 S. Schedie 00 Pojužeje Oblada (1945). Davida skal je isolatel na jezikop or dalilop per Section 06-2,205, "baladoban," et the Section's Specification.

productors have been installed. The easts of creedalts terralizating in pail beans and for costrate what he sected with an approved type of secting compacts.

F. PULL BOXES: All pub bosons shall be \$1, undersy otherwise nobed. Pub bosons bedefind in undrappered cross shall be reached with a Type L nations and limit traffic bedefing.

LUMINAIRES: Lambolou shell be LED. with type-II distribution.

H. LE.D. DRIVER:

LED. other for lambative shall be mounted within hambative housing.

Oranding jumper shall be visible offer cap how been powed on fraundation. Guidymord gramating constantes will not be required in conduit containing book leaf-inn cashes way.

L. SERVICES:

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VEHICLE SIGNAL FACES AND SIGNAL HEADS:
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At which indirectors strot be 12° denoter and shall have book pielas, unless otherwise setock.

M. PEDESTRIAN SIGNALS: Position Signil Monthly (Avenibles and Projection Signil Monthly (Avenibles and Endestrine Signil Monthly (Avenibles and the section ossenbles shall all makes from the section ossenbles shall be provided with a polyectrorist age and a contribution significant shall be employed with fight emitting dode countries position shall be employed with fight emitting dode countries position models. notifies and Pedestrian Signal Housings shall octurer and the section assemblies shall be arread.

N. DETECTION:

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Detection connect shall be laukalised on most corps.

O. BATTERY BACK-UP SYSTEM! titlery final-Up System 1955 to be briefind about he lest with the Perentia County specifications for bottery up systems, detail February 26, 2005.

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riyes specified otherwise, the Bettery Bootup systems Bottaries shall be externot be the colorate cabinet, on specified under Section 2.3 "Externol Bottary Cabinet Option" hands 1955 and he field on the College Acceptable Grands Liet (AEI).
1955 for brothe signal stell have been invisible and operational for a parted of year at an intermedia in the United States.

> P. INTERNALLY ILLUMINATED STREET NAME SIGNS: Harridy Barricold Street Name Spot (LESAS) and to dealer-based Edgs-13 CESA With plate-stacked control. Sign linguished shall be translational while, on these with 12-body lapper cose occid-body lower cose inflame, believant copy stops for the lapped photol bio Serbas C with Serbas D or E bidly used whenever creatings laught purchas.

Periods" whell not be used on abbreviations. Fill—size bysode for each inquest shall be stantified to the Dighest for approved prior to intelocipes.

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Lusive position interconnect terminal etrip shall be provided for termination of the interconnection times. All Dies 2017 coloritate manufal, consisting of a labeled 2017%, coloritate unit shall be furnished and 2018 coloritate unit shall be consisted and 2018 and coloritate placed and coloritate placed and coloritate placed 2018 coloritate shallow them, based 2018 coloritate shall be coloritate and 2018 coloritate coloritate placed 2018 coloritate plac

OL EMERGENCY VEHICLE PRE-EMPTION;

OLITICAL CONTROL OF THE CONTROL Complete information which personalities provided by the internalities in the internalities of the internalities of the internal internal provided by the internal internal provided by the internal inte cal disactor shall be bossed in a seather proof high impact non-correlve leabnories; meanting footberns shall also be con-correlve. Sald dislactor shall incorporate a learning still for who consections.

To phose selector with provided shall be for allow the listed NVIC controllar or a N.E.M. controllar on Noticella on the hand). Installation shall not count colors implication or found common furthe special operation where a could impute the model of the on the colors. The places section and to a two channel series only provide the featuring function and furthers.

comme A pod (95 200 interfece) for reason communication of modern. A back milet for post channel. A pod light will see during indicator light. Dree dispractic capabilities.

All Model 20/205 controllers supplied and how dust Aspektroneus Communications that from Adapter (ADA) appektry. Dust (ADA) at the Controller unit. Hartzontal printed-circuit board controllers will not be accepted.

The complete centrel eyetim, including the lected 3355, cocked, what centrem to current Sixte of Colombia, Barbeian and Temportation Agency, Department of Temportation, Temportation Beaching Capturent Specifications (TES) and Traffic Signal Central Expirement Specifications (TESS), including immed addenses. The coldinal features shall helded push-builtons for manual cabullan of all whiches and poleents britisms. The buttons shall be noted promovated. The cachinal shall does be provided with a fluorescent samp for infantor lighting and a pull out drawer ownership. Door look shall be Corbin No. 2. above referenced document to available from the State of California, Department of sportation, Secrements, for a fee.

The days from and he obsessed and contribute to present determents or fiders who substitute to 100 pages of the case, or at it was he had 4500 pages of the case o

nowing channelly stell be designed and combinated to prompt them when whicheds to the prompt the production of the prompt that we are feel to the public production. Standard Specification to the production of t

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The definite code and in a stateout 3-contactly 20 gaps code with a dark with and and confirm in the detailed and whicher constitutional intermediation.

MODEL 2070E CONTROLLER ASSEMBLIES; The controller unit, biodal 2070E, and its oablest, Model 5322, shall be in occardiance with the primitaria of Section No. 85 "Signals, Lighting and Electrical Systems" of the Interst action of the State of California Standard Specifications and these Special Profesions.

missing and installing the required controller deservables shall be in occurriance in the current satisfies of the State of Caffronts Standard Phone, Standard softwardone, the construction plans and the special provisions and these ulprivest specifications.

Debids of color, alpha, harders and specing sted conform to the standard established by the County of Brentste.

Columbium shell with integral compartment shall she provided as the next unit traitfall aloate the CRE Local Cartifallar, or old SSE, Colorbeth. The storage compartment with from telescoping more public for Mail actimates. The compartment top shall have a non-sub prostle (animate more striple situation.) The non-sub provides SYALL NOT be acticated with allocan chaining.

Land welfar welching driveste shold sook be contained in a replacement models (aube type) sedect in sparry and retail of 15 anguese load (25 anguese tybo). Pin 11 an all load welfan sockets sholl be wired to AC. Output trainmicra should be befolked on all load welfans. One COP modern interconnect homeon with a six fact public shall be wived to the interconnect terminal strip. (Local intersection controller to interconnect terminal strip). The switching circuit for the floaker unit shall be contained in a replacement module (cake type) sealed in spary. The unit shall be raised for 15 amperes load (25 amperes trice). All load switch eachsts shall have individual wire terminate; printed circuit boards will not be allowed 'Vite oddwid it witch the Field kieder is Installed, on odditional CDF modern interconvent ingresses the east root odde should be witch to be interconvent terminal design (Field Meater controller to decreament terminal ethy). An odditional stool 400 modern afrail he farminad for the Field Laughest particular.

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55°43.7) of the project facineties, which and facilities for extending facilities and crossroom, north cross and The Model 3025, cobinet shall be equipped with a thermostatically controlled electric (on with ball or toller bearings. A coupanity rating of at least 100 cubic feet per minute is required. Cathet finish (Interior and exterior) shall be enodia assisting.

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4. Preservin signal hands with phose designations.

5. Loop describe with legal file designations.

5. Loop describe with legal manufacture ratios should be a

The supplier shall perform operational and franchood teating of the supplied controller coercitions and odditional supplied equipment in accordance with the specifications of the State of Colifornia Department of Transportations. The Marks 2018 controller and cartroller coloiest shell be monitorised and furnished by the server monitorisets, and shell form a consisted instational controller glutam separate all proclets the traffit alpha commism specified, all beriffic control applement to be familiated asked be controlly conspilate in Cultivation, Laboratory, Septements, CA, Crist and Lurrarily be Marks on the Department of Transportation Quality Production Ltd. (CPL).

Farnhalts, tronsporting, including and string of traffic algorid controllar essentialise, including labor, explaneat, modeleds and heldending, shall be considered as included in him party part for both territorial and sightling, and no additional compensation shall be disoned therefore. The requirement for the operational and functional testing of the equipment shall be considered or included in the large sum perior paid for further aignoil and lightley, and no additional compensation shall be offered therefore. Sold twill shell be performed in occordance with summit Status of Cofflering Department of Romaportation guidelines; and a Coefficionis of Compliance shell be lieuad for each successfully tented controller creambly and additional augusted equipment.

and J. C. Chaper WORK: 1.0 STA NVE 1.17.20 Spira !

REVISIONS

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PARTICIPAL CONTROL OF THE STATE OF THE STATE











CITY OF BANNING DD: 1251/18

18/30/19

SPECIAL PROVISIONS

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SHEET 7 OF 7