Basic Gov (Sales Force) # PW2019-03623
File # _3300

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

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

THIS	SECU	RITY AGREI	EMENT is	made	by	and	between	CITY	OF	BEAUMO	NT
("CITY")	and	Pardee Home	S	, a	ı	Cali	fornia			comp	any
("DEVELOP	'ER").										

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 Spring Aye & Wilson Street
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

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

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

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

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

- 7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. <u>Indemnification.</u> Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. <u>Procedure for Release of Performance Bond Security.</u> The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
 - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.
 - b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

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

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. <u>Security for One-Year Warranty Period.</u> The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 12. <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. <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
Ву
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

Basic Gov (Sales Force) #	
File #	

Ave

EXHIBIT "A"

Bond No: CMS331857 Premium: \$217.00

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 Impr	ovements For Tract Map Or Parcel Map Or Plot Plan,
	rincipal agrees to install and complete certain designated
	on Tract Map, Parcel Map or Plot Plan No. 37298-1,
which is hereby incorporated herein and mad	e a part hereof; and Atwell-Traffic Signal: Highland Springs & Wllson Street
WHEREAS, Principal is required un faithful performance of said agreement.	der the terms of the said agreement to furnish a bond for the
sum of Fifty Four Thousand Two Hundred Nine	the City of Beaumont (hereinafter called "City"), in the penal by Six* dollars (\$ 54,296.00) lawful money of the m well and truly to be made, we bind ourselves, our heirs,
administrators, successors or assigns, shall in perform the covenants, conditions and provis therein provided, on his or their part to be specified, and in all respects according to the	is such that if the Principal, his or its heirs, executors, all things stand to and abide by, and well and truly keep and ions in the said agreement and any alteration thereof made as kept and performed at the time and in the manner therein heir true intent and meaning, and shall indemnify and save employees as therein stipulated, then this obligation shall and remain in full force and effect.
there shall be included costs and reasonable	ereby and in addition to the face amount specified therefor, the expenses and fees, including reasonable attorney's fees, as such obligation, all to be taxed as costs and included in any
to the terms of the agreement or to the accompanying the same shall in any way at	rees that no change, extension of time, alteration or addition work to be performed thereunder or the specifications ffect its obligations on this bond, and it does hereby waive, alteration or addition to the terms of the agreement or to the
	rument has been duly executed by the Principal and Surety, 20 20.
PRINCIPAL:	SURETY:
Pardee Homes	RLI Insurance Company
By Sephal	By Jacob
Title JeffChambers, 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 ofOrange	, }						
OnFEB 1 2 2020 before me, _	Brianne Davis, Notary Public						
personally appeared	Janina Monroe						
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/axx subscribed to the within instrument and acknowledged to me that bx:/she/they executed the same in kis/her/their authorized capacity(ixx); and that by this/her/thaix 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 the foregoing paragraph is true and cor	under the laws of the State of California that rect.						
WITNESS my hand and official seal. Notary Public Signature (No.	BRIANNE DAVIS Notary Public — California Orange County Commission # 2195215 My Comm. Expires May 1, 2021						
<u> </u>	•						
DESCRIPTION OF THE ATTACHED DOCUMENT	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. 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	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/shey, 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						
(Title) □ Partner(s) ☑ Attorney-in-Fact □ Trustee(s) □ Other	sufficient area pennits, 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 inisused 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						
015 Version www.NotaryClasses.com 800-873-9865	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.

together, the "Company") do hereby make, constitute and appoint: <u>Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy No</u>	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 S25.000.000.00 for any single obligation.	
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Compar	
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of	
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary, and Attorneys in Fact or Agents who shall have authority to issue bonds, policies are is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by factories. IN WITNESS WHEREOF, the RLI Insurance Company and/or Continuous description.	retary, 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."
caused these presents to be executed by its respective Vice President	dent with its corporate seal affixed this 30th day of
September 2019 September 2019	RLI Insurance Company Contractors Bonding and Insurance Company By: Barton W. Davis Vice President
State of Illinois County of Peoria SS	CERTIFICATE
On this 30th day of September 2019 before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this day of
By: Motthen & Gebrught Gretchen L. Johnigk Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK NOTARY POBLIC STATE OF MIX Commission Expires May 26, 2020	By: Jean M. Stephenson Corporate Secretary

DEFFACENOWLEDGEDESTACKNOWLEDGE 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 Bhatriside County My Comm. 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) 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: ___

SNOWLEDGMENTACKNOWLEDG

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

representing:

Bond No: CMS331857

Premium: Included in the cost of the performance

bond.

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City Pardee Homes (hereafter d	of Beaumont, State of California, and esignated as "the Principal") have entered into
Agreement To Provide Security For Improvements For	¥ /
• •	es to install and complete certain designated
public improvements itemized and described on Tract M	
which is hereby incorporated herein and made a part hereof	
WHEREAS, under the terms of the said agreement,	
the performance of the work, to file a good and sufficient	
secure the claims to which reference is made in Section 80	000, et seq., of the Civil Code of the State of
California.	
NOW, THEREFORE, the Principal and the under bound unto the City of Beaumont and all contractors, subspersons employed in the performance of the said agreement the Civil Code in the sum of Fifty Four Thousand Two materials furnished or labor thereon of any kind, or for ame Act with respect to this work or labor, that the Surety will amount hereinabove set forth, and also in case suit is broug face amount thereof, costs and reasonable expenses and incurred by the City in successfully enforcing this obligation be taxed as costs and to be included in the judgment therein	ocontractors, laborers, materialmen, and other at and referred to at Section 8000, et seq., of Hundred* dollars (\$\frac{54,296.00}{}\), for ounts due under the Unemployment Insurance pay the same in an amount not exceeding the that upon this bond, will pay, in addition to the lates, including reasonable attorney's fees, not be awarded and fixed by the court, and to
It is hereby expressly stipulated and agreed that this persons, companies, and corporations entitled to file claim Code, so as to give a right of action to them or their assigns	ns under Section 8000, et seq., of the Civil
Should the condition of this bond be fully perform void, otherwise it shall be and remain in full force and effect	- · · · · · · · · · · · · · · · · · · ·
The Surety hereby stipulates and agrees that no character to the terms of the agreement or the specifications accompanies obligations on this bond, and it does hereby waive notice addition.	anying the same shall in any manner affect its
IN WITNESS WHEREOF, this instrument has be above named, onFebruary 12, 2020	en duly executed by the Principal and Surety
PRINCIPAL: SU	URETY:
Pardee Homes RL	I Insurance Company
By Soff Charles	
Title Jeff Chambers; VP Community Development Tit	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 before me,	Brianne Davis, Notary Public
personally appeared	Janina Monroe,
name(s) is/axx subscribed to the within ba/she/they executed the same in his/	sfactory evidence to be the person(s) whose instrument and acknowledged to me that her/their authorized capacity(iex); and that by ment the person(s), or the entity upon behalf of the instrument.
I certify under PENALTY OF PERJUR the foregoing paragraph is true and co	
WITNESS my hand and official seal.	BRIANNE DAVIS Notary Public - California Orange County Commission # 2195215 My Comm. Expires May 1, 2021
	Notary Public Seal)
ADDITIONAL OPTIONAL INFORMATION 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 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
015 Version www.NotaryClasses.com 800-873-9865	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 Instogether, the "Company") do hereby make, constitute and appoint: Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy No	
in the City of ryine, State of California full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed for any single obligation.	
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Compar	
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of	
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary in Fact or Agents who shall have authority to issue bonds, policies are 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	retary, 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
	ractors Bonding and Insurance Company, as applicable, have lent with its corporate seal affixed this day of
September , 2019	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 FEB 12, 2020
By: Mother & Gretchen L. Johnigk Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK POTATY POTATY OFFICIAL SEAL* STATE OF My Commission Expires May 26, 2020	By: Jean M. Stephenson Corporate Secretary

California Ali-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 COMANSSION # 2286015 RIVERSIDE COUNTY My Comm. 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. 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 # _____

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) 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

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Traffic Signal Cost Estimate

Date: January 31, 2020 Job Number: 2467-18-01 Location:

Prepared for:

Highland Springs Ave: & Wilson/8th St.

City of Beaumont

By: RK Engineering Group, Inc.

Unit **Unit Cost** Item Cost Qty. Description Item No. 1 Ea. \$960.00 \$960 15 Type 1A Pole (10'h) Foundation, 24" x 3'd (No Re-bar) <Type 1A> 1 Ea. \$720.00 \$720 39 Signal Head, 12"Ø 3-section LED 1 Ea. \$1,200.00 \$1,200 46 3 \$300.00 LED Module, Signal (Arrow: R,Y or G) Ea. \$900 50 \$1,440.00 1 Ped Signal Head, LED Ęа. \$1,440 52

54	Ped Push Button (P.P.B.), ADA Compliant	2	Ea.	\$240.00	\$480
59	Pull Box #6	3	Ea.	\$900.00	\$2,700
65	2" Conduit (Trenched)	439	LF	\$28.20	\$12,380
83	Video Detection System (Iteris)	0.5	LS	\$35,000.00	\$17,500
86	Opticom Detector	2	Ea.	\$792.00	\$1,584
96	Remove Exist. Signal Pole/Equipment	2	Ea.	\$792.00	\$1,584
125	Pernove & Salvage Existing Signal Head	2	Ea.	\$162.00	\$324

Remove & Salvage Existing Signal Head 135 1 Ea. \$1,440.00 \$1,440 140 Furnish & Install 45' Mast Arm 1 Ea. \$1,600.00 \$1,600 157 Furnish & Install 55' Mast Arm 553 LF \$4.34 \$2,402 161 SIC 12-pair #19 Cable

SIC 12-pair #19 Cable 553 LF \$4.34 \$2,402

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Traffic Signal Cost Estimate

Highland Springs Ave. & Wilson/8th St. Location: January 31, 2020 Date: City of Beaumont Job Number: 2467-18-01 Prepared for: RK Engineering Group, Inc. By: Qty. Unit **Unit Cost** Item No. Description Item Cost SUBTOTAL \$47,214 Engineering/Mobilization 0.00% \$0. Fees, Permits, Supervision 0.00% \$0 Contingencies 15.00% \$7,082 TOTAL \$54,296





engineering group, inc.

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

Reviewed By:

Rowall

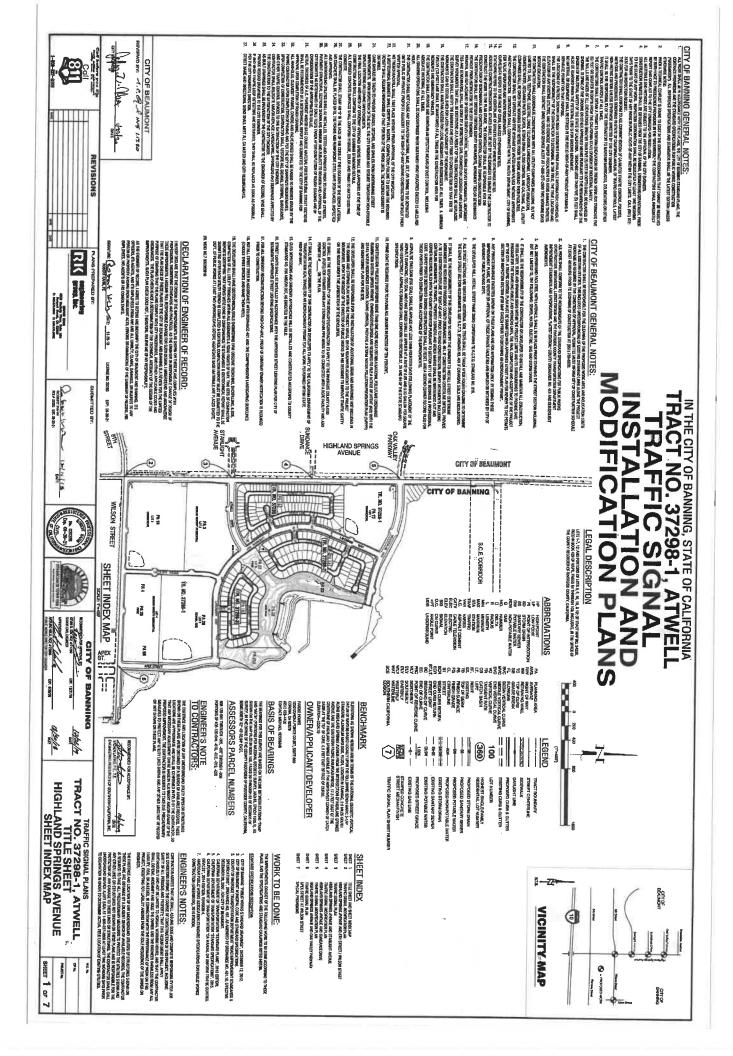
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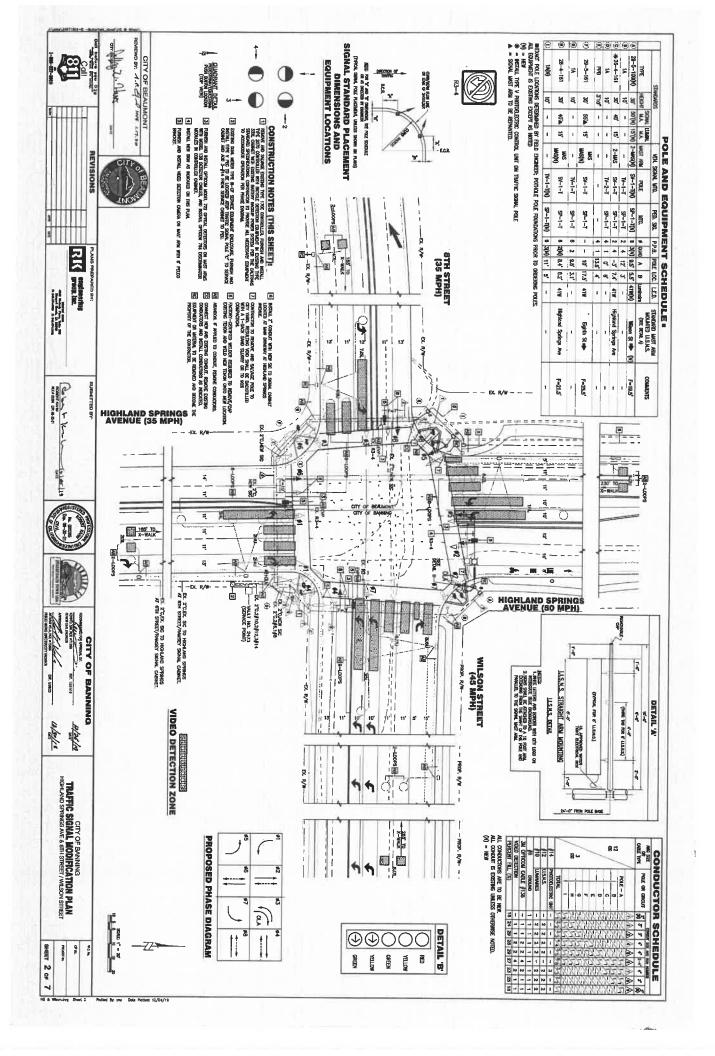
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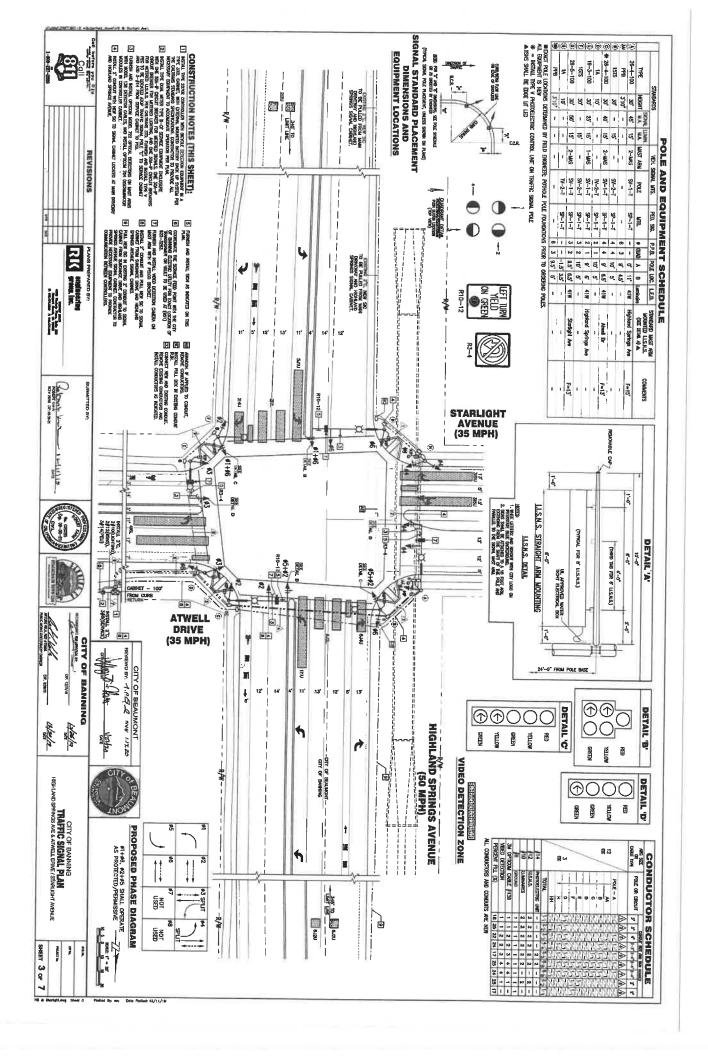
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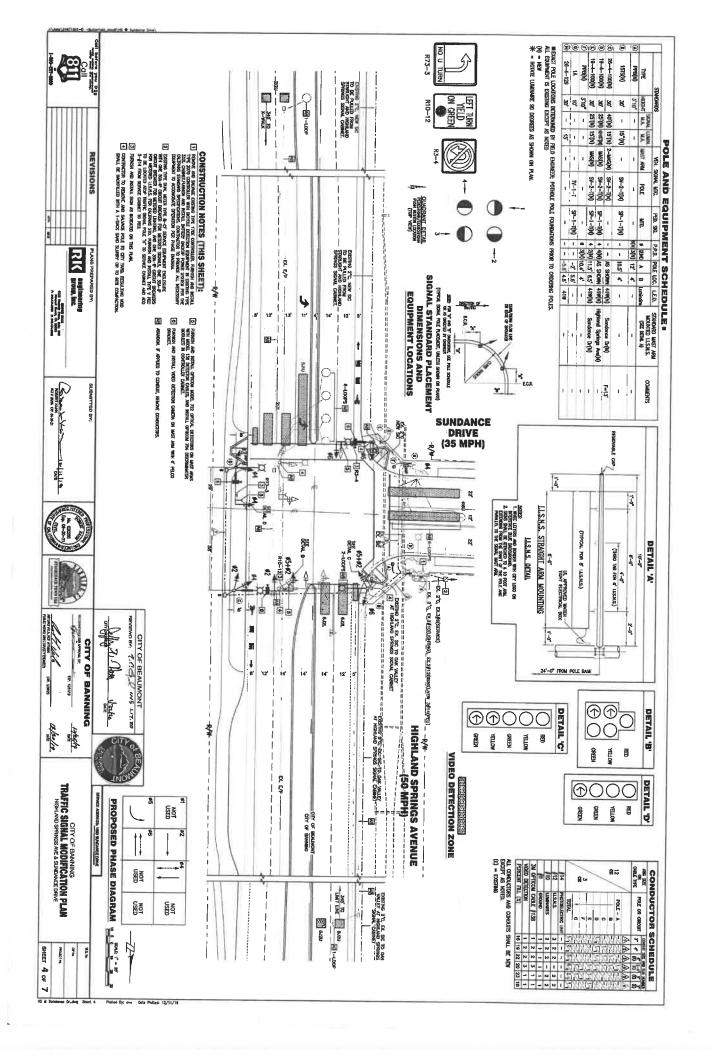
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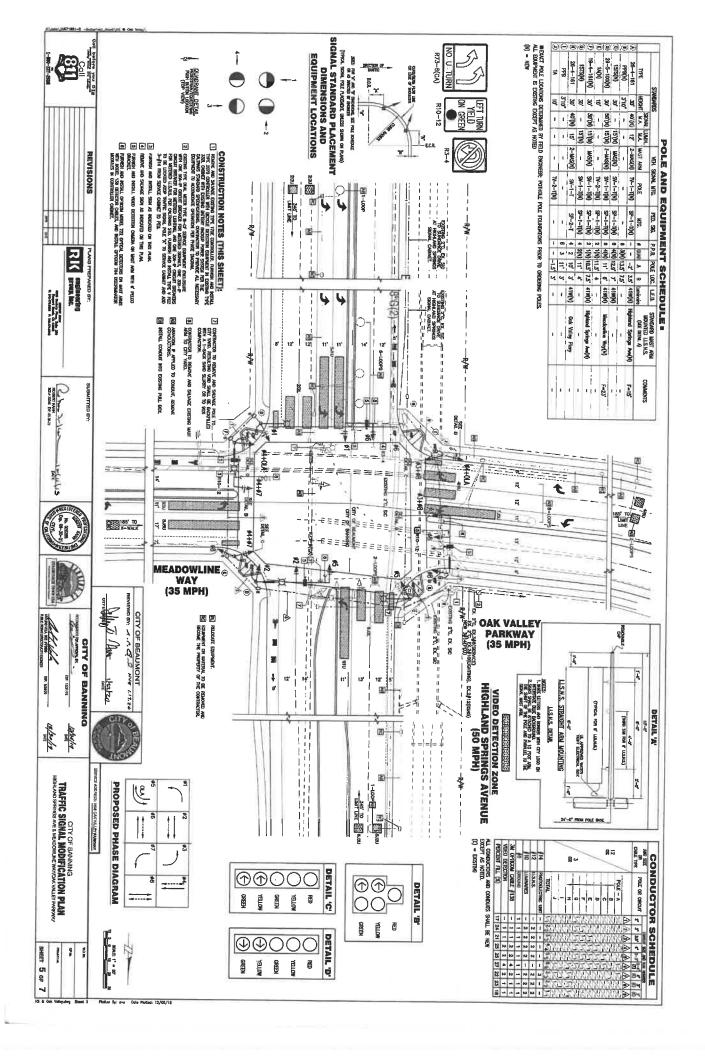
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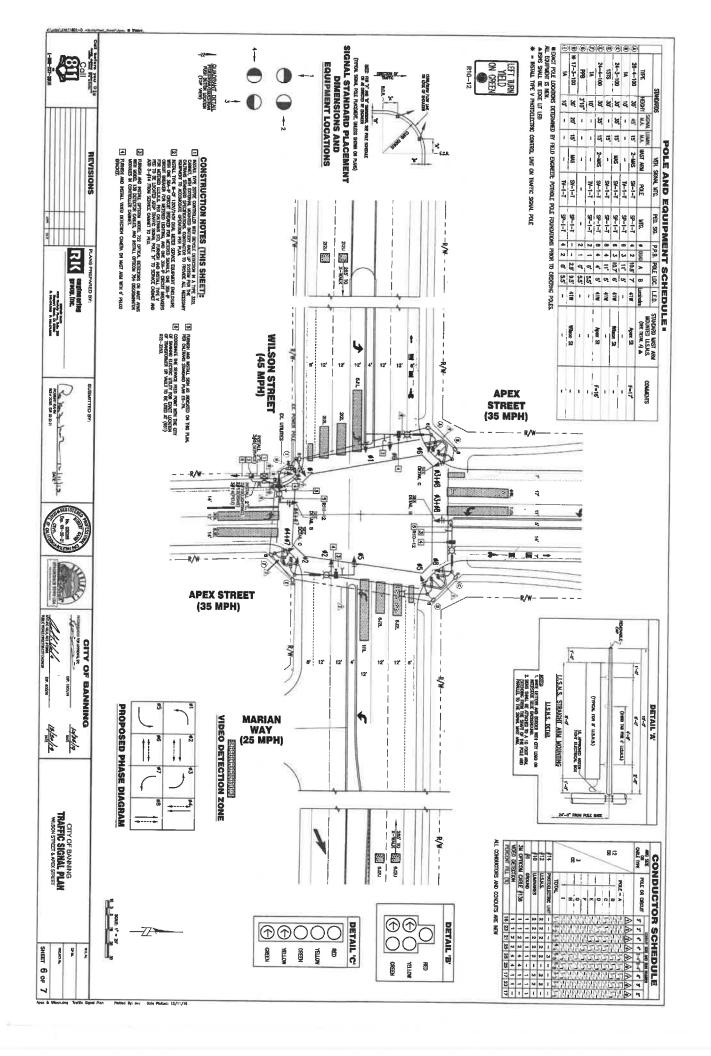












SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS FOR TRAFFIC SIGNAL PROJECTS Silve and he handed by "Motod B."

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EQUIPMENT LIST AND DRAWINGS:

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C. FOUNDATIONS:

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the explicate the force detail may be enhalflock.

CONDUIT: The signs and sign materials between an above, on Debid "U" of Standard Piece GS—76 and be standard at the bootiers above on the piece.

to briffit signal poles shall not be installed poler to the installation of the briffic signal entropies.

PULL BOXES;
Rosens for suspension of balant's will not be required. conduit shall be 2°, unless .

filer conductors from been immissed, the each of creatural terminating to put boson and colorator adultate and to sected with an approved type of maximity compacted. broklita shall he Type 3, Schedule 80 Polysbyl Chloride (PHC). broklit shall be testated via jocisie or delling per Section 95-2255, "healataken," et twa kondard Specifications.

All publicam shell be \$1, when othership what.
Pull beam backfall is unimproved onto shell be morbed with a Type i, morter and be traffic bearing.

LUMINAIRES; Lucinaires shall be LED. with type-11 distribution.

H. LE.D. DRIVER:

LEA diver for kurdentive shall be received with keetings to seeing.

Grounding jumper shell be visible offer cop from been peared on foundation. Emphysical grannifing constantors will not be required in constalt containing loop lead—in content only.

VEHICLE SIGNAL PACES AND SIGNAL HEADS:
After the help sign and and as furnished by the Controller and must
content in the help signal and the help specification in the
Lance and the tight Critica School (185), crime offernise select. Contain rure between pervice locations and electrical circuits whall not be picced until the nervice backton have been verified by the serving utility.

I validis indicators shall be 12° digmater and shall have back pister, unless therefore colors.

N. DETECTION: PEDESTRIAN SIGNALS:
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Defection comment shall be installed on most orms.

O. BATTERY BACK-UP SYSTEM: The Bothery Buck-Up System RES to be braicified about he consistent with the Riverside County specifications for bothery book-up systems, detect February 20, 2008.

requirement.
The SSS for traffic spend shall been been installed and operatived for a period of
the SSS for traffic algorithms that have been installed and operatived for a period of
one year at an intersection in the United States. the parallel and analysis of the parallel and the paralle and the specifies of providing privar for fat care-timp operation for on 'LD-sag's and fat officers of the specifies (TELE) datast Appart 16, 2000, Chapter 1, Saction 8 of the specifies (TELE) datast Appart 16, 2000, Chapter 1, Saction 8 of the specifies of the

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THE PROPERTY VEHICLE PRESENTATION The optical deletable and them as definable presents regard to \$200 feet from a feet of the control of the cont The spriced defeator shall be based in a weather proof tigh impact non-correcte significant medical properties of the based on the correctment. Stat impacts and becomes and the based on the correctment. Stat impacts and becomes a built-to luminous state for sine commentation. A comprise information within per-spection points given by intended at the intended or the controlling or intended at the controlling of the contr

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R. MODEL 2070E CONTROLLER ASSENBLIES:

Thisking and instaling the required controller assemblies shall be in occordance the the current eather of the State of California Standard Phase, Standard positioning, the countruction plane and the special provisions and these papers upon the special provisions and these papers are predicted to the second provisions and these papers are predicted to the second provisions and these papers are predicted to the second provisions and these papers are second provisions and these papers are second provisions and the second provisions are second provisions.

il Model 2070E controllers supplied shall from dual Aspychronous Communication terfoco Adaptor (AGA) copodelly. Dual (AGA) et shall be integral to the nit. Hartzantal printed-circuit board controllers will not be occupied.

P. INTERNALLY ILLUMINATED STREET MAME SIGNS; blandy Busineds Styck ham Sign (LEXE) and to dulls-fixed Edge-ULLED, this pick-called carries. Sign legents and the transferret with on tion with 12-bith upper case and 9-bith foreit case Miller. Middler copy data the tibe layed shall be Serbe C with Syrias D or E baily used streamer memorph length permits. The above referenced document is available from the State of California, Department of Transportation, Sectoments, for a fee.

Takath of solar, style, borders and specing shall conform to the standard endationed by the County of Strenicks.

The phono selector with populate shad he for allow the Model TVRC contribute or q. N.E.M.A. problem on individual as the people, behaviour with one group content profileration or formal control formal people of people of the people of the

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A post spat and contains indicate lights.

Error diagnosis compatition.

controller unit, Nodei 2070E, and the cobhet, Model 3321, shall be in orderne with the provisions of Section No. 85 "Signists, Lighting and Electrical bress" of the latest adjiture of the State of California Standard Specifications these Special Provisions.

The complete central system, Industry the Model 332, cobinet, shall conform to same of State of Collimats, Baiscass of Transportation, Agency, Department of Transportation, Transportation State of Collimats (Spatial Spatial Spatia

Greek Play 2017 contrible a company, completing of a lacked 2010; contrible and a ded for fundament faced 2011, building and several principles and principles and principles are principles and principles are principles are principles and principles and 2011 Class of contribution (sold). Sold contribution (sold) 2011 Class and principles are principles and principles are principles and principles are principles and principles are principles are principles and principles are principl The cooking features shall trobled pussi-builture for manual cobsolitue of all whitelets and pusheshin places. The builtures shall be more frameulus, the coabing shall save be provided with a fluorescent lamp for interior lighting and a pull out drawer assembly. Door look shall be Octobs No. 2. miniture what with triagrad comportment whoil be provided on the next unit beholded below it and children, and of 2012. Cobinette, The storage comportment whoil here telescopies or guides for 4.8 otherwise, The comportment to another on one-or the placelly invited the composition of the control of the composition of

A laste position interconnect terminal wing shall be provided for termination of the interconnable for communication lines.

One COP modern interconnect homeon with a six foot cable shall be whed to the interconnect terminal strip. (Local intercolors controller to interconnect terminal strip). the colonie in which the field kinetir is installed, or colditional CDP incident interconnect hornises. The colonie for the field kinetir content to the field colonies when the district contents to the field colonies the third of colonies. The field field interconnect forminal ethic). An additional bloods 400 motion after the field field interconnect forminal ethic). An additional bloods 400 motion after the field field interconnect forminal ethics.

Lood writin establing strouble wholl each he contained in a reploamment models (subs type) seeked in expany and rated of 15 originaries local (25 compares bride), they is no all lood switch sockets shall be when in AC. Output halloopings shed by hartafied on all lood switches. The Model 332s, cobinet whall be equipped with a thermostationly controlled electric fam with ball or rains bearings. A copocity rating of at least 100 cubic feet per minute in required. The arehithing circuit for the Ropher unit shall be contained in a replacement module (cube type) seeded in appays. The unit shall be rated for 15 emperes food (25 emperes trice). All load switch sectoria shall have individual wire terminate; printed about bearts will not be allowed

"In (2) complete monate and four (3) complete actions whitey dispares for each feed and an experience of the controlled with the dispersion of the controlled with the dispersion of the controlled with the c Cobbinet finish (interior and exterior) shall be azzolia conting.

Invest.
 Traffic signal heads with phase designations.
 Pedestion signal heads with phase designations.
 Loop detectors with input the designations.

The latest STOTE controller dels controller cablest shall be immunicatived and formissed by the norm-measurements, and what form a computer interface operation system and produced the statistic algorithm commission specified. All factors controll engineers to be in-mission and the controller consolidate to QLTIMES, inductions, Securements, QL and shall currently be disted on the Department of Thompsortation Quality Production List (20%).

The requirement for the operational and functional leading of the equipment shot be considered on baseded in the lamp som price poid for traffic signal and legiting, and no odditional componention and be allowed binsterns. Sadd tasts aired las parformed in occordance with current. State of Colifornia Department of Transportition guidelinea; and a Confliction of Compliance shall be leased for each excessiviliar tasked controller committy and additional augusted equipment. skopler skol beform sperdond and fundand lasting of the applied controller casembles additional supplied equipment is accordance with the apecifications of the State of Collemnia fament of Transportation.

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REVISIONS

RIK group, inc. PLANS PREPARED BY CITY OF BEAUMONT

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SPECIAL PROVISIONS

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