Basic Gov (Sales Force) # 711) 2019-0343
File # 2300

# 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	RITY	<b>AGREEMENT</b>	is	made	by	and	between	CITY	OF	<b>BEAUMONT</b>
("CITY")	and	Parde	ee Homes		_, ;	1	Cal	ifornia			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 #<sub>TR37298-1</sub>, ("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:H. ghland Springs Ave & Starlight Ave
- 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. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 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. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. <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 SoffChart
Jeff Chambers
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: CMS331855 Premium: \$536.00

#### PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereinafter designated as "Principal") have entered into
Pardee Homes (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan.
dated , 20 , whereby Principal agrees to install and complete certain designated
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37298-1
which is hereby incorporated herein and made a part hereof; and Atwell-Traffic Signal: Highland Springs Ave & Starlight Ave
WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the
faithful performance of said agreement.
NOW, THEREFORE, we, the Principal and RLI Insurance Company
as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Thirty Three Thousand Nine Hundred* dollars (\$_133,999.00) lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
successors, executors and administrators, jointly and severally, firmly by these presents.  *Ninety Nine & 00/100
The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.
As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on <u>February 12</u> , 20 <u>20</u> .
PRINCIPAL: SURETY:
Pardee Homes  RET insurance Company  By Ambre State of the Company
Title JeffCrambers, VP Community Development  Title Janina Monroe, Attorney-In-Fact

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	. }
County of Orange	}
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/l	factory evidence to be the person(s) whose instrument and acknowledged to me that her/their authorized capacity(iex), and that by nent the person(s), or the entity upon behalf of he instrument.
I certify under PENALTY OF PERJUR the foregoing paragraph is true and co	Y under the laws of the State of California that rrect.
WITNESS my hand and official seal.	BRIANNE DAVIS Notary Public – California Orange County
Notary Public Signature (A	Commission # 2195215 My Comm. Expires May 1, 2021
ADDITIONAL OPTIONAL INFORMAT	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)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
(Title or description of attached document continued)	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> </ul>
Number of Pages Document Date	<ul> <li>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).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
	notarization.
CAPACITY CLAIMED BY THE SIGNER  Individual (s)	<ul> <li>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.</li> </ul>
☐ Corporate Officer	<ul> <li>The notary seal impression must be clear and photographically reproducible.</li> <li>Impression must not cover text or lines. If seal impression snudges, re-seal if a</li> </ul>
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.  Signature of the notary public must match the signature on file with the office of
☐ Partner(s) ☑ Attorney-in-Fact	the county clerk.  Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.
Other	Indicate title or type of attached document, number of pages and date.  Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
035 Varsion vows NatanyClasses com 800-873-9865	Securely attach this document to the signed document with a staple.

# **POWER OF ATTORNEY**

#### RLI Insurance Company Contractors Bonding and Insurance Company

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

#### Know All Men by These Presents:

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

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy No	oonan, jointly or severally
in the City of, State of California	its true and lawful Agent(s) and Attorney(s) in Fact, with
full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed	and deliver for and on its behalf as Surety, in general, any and all
The acknowledgment and execution of such bond by the said Attorney in I executed and acknowledged by the regularly elected officers of the Compa	
RLI Insurance Company and/or Contractors Bonding and Insuran following is a true and exact copy of a Resolution adopted by the Board of	ce Company, as applicable, have each further certified that the Directors of each such corporation, and is now in force, to-wit:
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Sec Attorneys in Fact or Agents who shall have authority to issue bonds, policies are is not necessary for the validity of any bonds, policies, undertakings signature of any such officer and the corporate seal may be printed by fact	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 <b>RLI Insurance Company</b> and/or <b>Cont</b> caused these presents to be executed by its respective <u>Vice Presi</u>	
SEAL SEAL	By: Barton W. Davis  RLI Insurance Company Contractors Bonding and Insurance Company  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: Motchen & General Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK POLICE POLICE FOR CONTROL  OFFICIAL SEAL*  STATE OF LILINOIS  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 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 SEMMISSION # 2286015 RIVERSIDE COUNTY 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)

NOWLEDGNIENTACKN

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

☐ Guardian/Conservator ☐ Partner - Limited/General

☐ Trustee(s) ☐ Other: \_\_ representing:

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☐ Additional Signer ☐ Signer(s) Thumbprints(s)

Bond No: CMS331855

Premium: Included in the cost of the

performance bond.

#### EXHIBIT "B"

# PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and
Pardee Homes (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,
dated 20, whereby Principal agrees to install and complete certain designated
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 37298-1
which is hereby incorporated herein and made a part hereof; and Atwell-Traffic Signal: Highland Springs Ave
& Starlight Ave
WHEREAS, under the terms of the said agreement, the Principal is required before entering upon
the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to
secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.
Camonia.
NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of One Hundred Thirty Three Thousand * dollars (\$ 133,999.00 ), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees,
incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.  *Nine Hundred Ninety Nine & 00/100
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _February 12, 2020
PRINCIPAL: SURETY:
Pardee Homes RLI Insurance Company
By Sef ande By go
Title JeffClambers, VP Community Development  Title Janina Monroe, Attorney-In-Fact

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Orange	}
FEB 1 2 2020 On before me,	Brianne Davis, Notary Public
personally appeared	Janina Monroe
name(s) is/axx subscribed to the within kx/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(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.  Button And Market Signature (No. 1984)	BRIANNE DAVIS Notary Public – California Orange County Commission # 2195215 My Comm. Expires May 1, 2021
•	
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. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	Date of noiarization 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 notarization.
CAPACITY CLAIMED BY THE SIGNER  ☐ Individual (s) ☐ Corporate Officer  ☐ (Title) ☐ Partner(s) ☒ Attorney-in-Fact ☐ Trustee(s)	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/shc/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>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.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> </ul>
Other 2015 Version www.NotaryClasses.com 800-873-9865	<ul> <li>indicate the or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> <li>Securely attach this document to the signed document with a staple.</li> </ul>

### **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.	oonan jointly or severally
Faur Boucher, Janua Wonroe, Delinis Langer, Whenene Traase, Timothy Re	Sonan, John of Severany
in the City of Irvine, State of California full power and authority hereby conferred, to sign, execute, acknowledge	and deliver for and on its behalf as Surety, in general, any and all
bonds and undertakings in an amount not to exceed	Twenty Five Million Dollars
101 any single congation.	
The acknowledgment and execution of such bond by the said Attorney in Executed and acknowledged by the regularly elected officers of the Comparation	
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, 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 factors.	urer, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint icies or undertakings in the name of the Company. The corporate, Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective	dent with its corporate seal affixed this 30th day of
WG AND WELL STREET	RLI Insurance Company Contractors Bonding and Insurance Company
SEAL SEAL	By: Barton W. Davis Vice President
State of Illinois	Viscontinu
County of Peoria	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 day of
By: Motther & Gebrught Gretchen L. Johnigk Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK POLICE POLI	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 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 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:

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

AVLERGMENT ACKNOWED CHENT ACKNOWLED CHENT ACKNOWLES GAMENT ACKNOWLES CANOWLES CANOWL

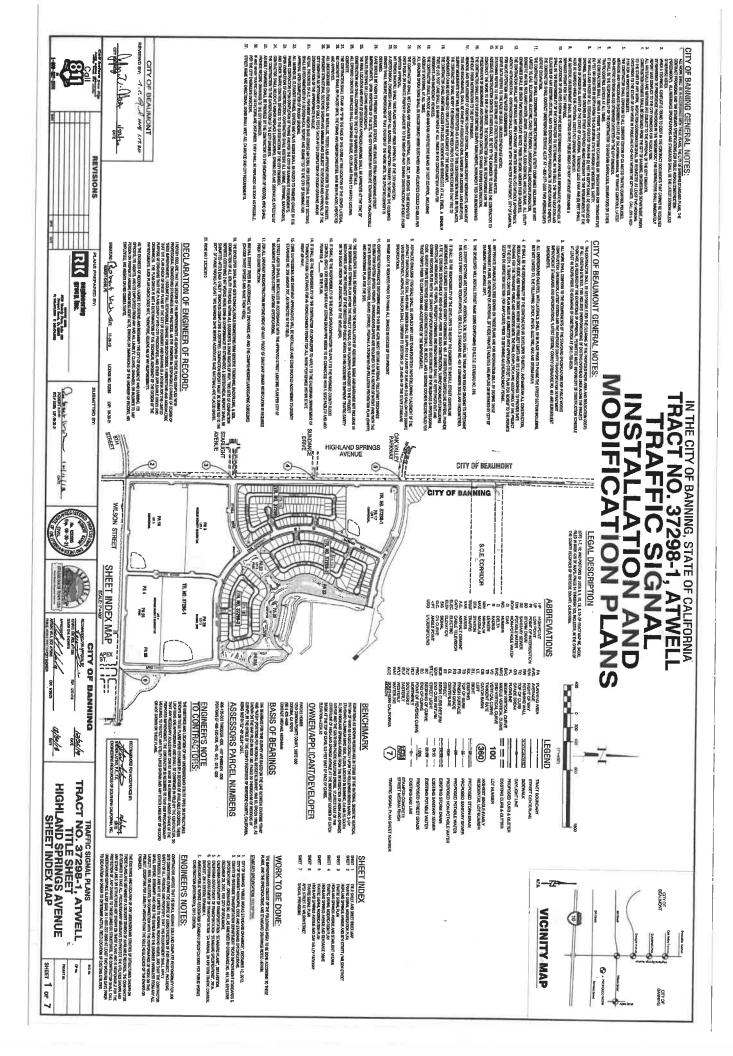
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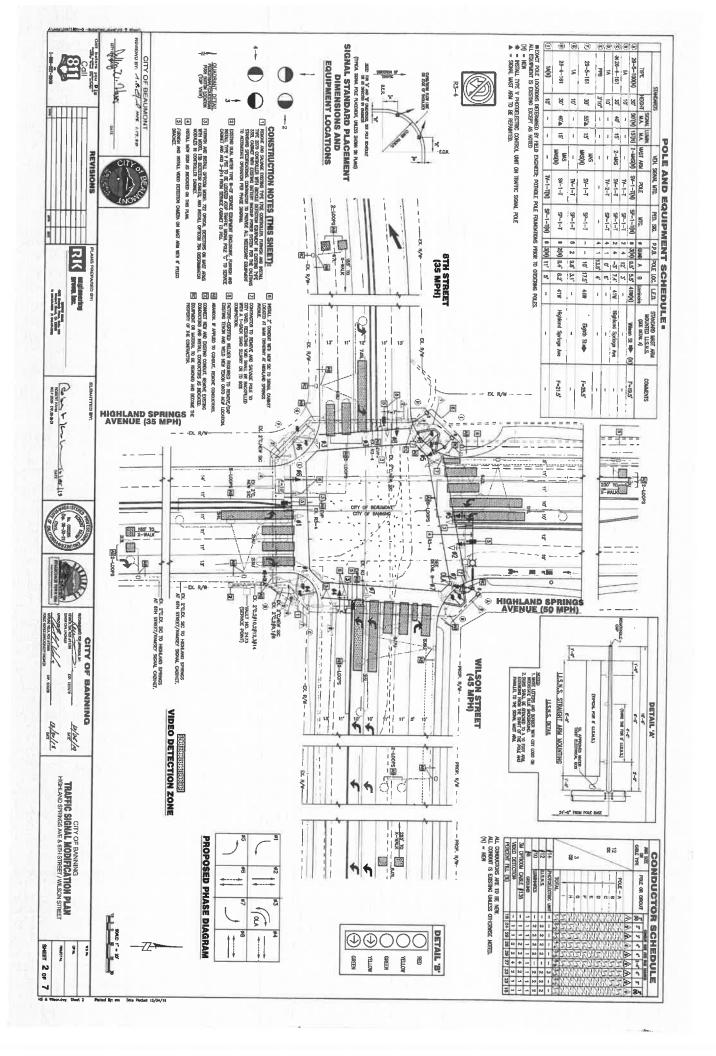
### **Traffic Signal Cost Estimate**

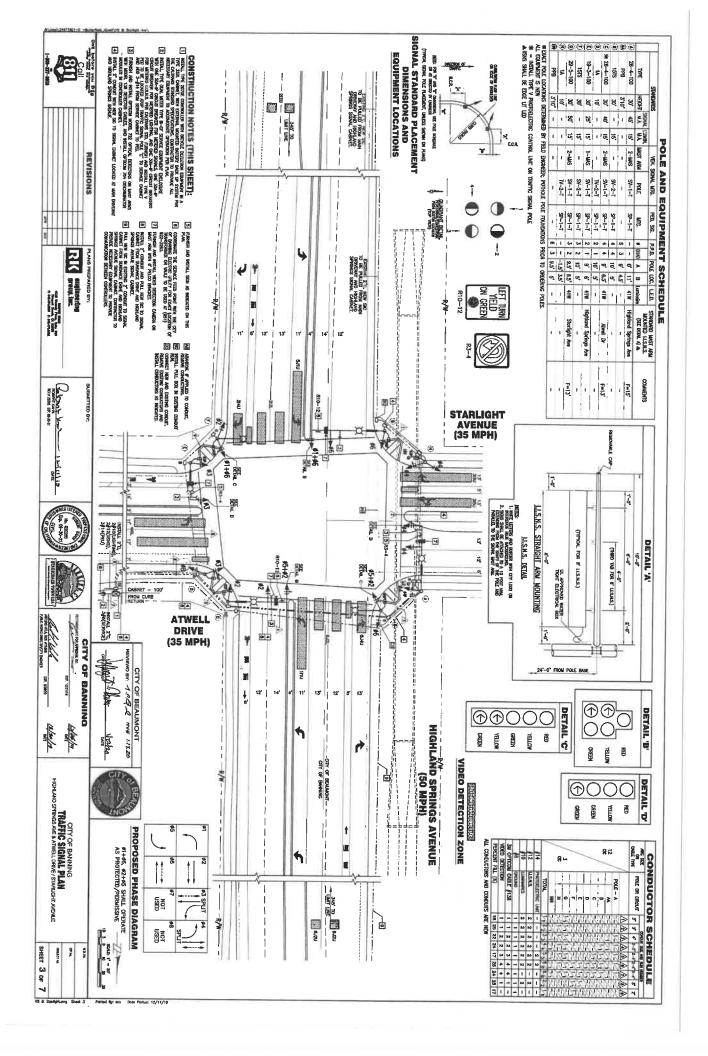
Date: Job Numb	January 31, 2020 er: 2467-18-01	Location:	City of	d Springs Ave.& S Beaumont	carignvAtwell C
By:	RK Engineering Group, Inc.	Prepared for:			
Item No.	Description	Qty.	Unit	Unit Cost	Item Cost
14	P.P.B. Pole (4'h), incl. Foundation	2	Ea.	\$960.00	\$1,920
15	Type 1A Pole (10'h)	1	Ea,	\$960.00	\$96
16	Type 15 Pole (30'h)	1	Eä.	\$4,080.00	\$4,08
26	Type 26 Pole (30'h) - 45' Mast Arm	1	Ea.	\$9,120.00	\$9,12
31	Type 29 Pole (30'h) - 50' Mast Arm	1	Ea.	\$9,504.00	\$9,50
39	Foundation, 24" x 3'd (No Re-bar) <type 1a=""></type>	1	Ea.	\$720.00	\$72
40	Foundation, 30" x 5'd (Re-bar) <type 15=""></type>	1	Ea.	\$864.00	\$86
43	Foundation, 36" x 9'd (Re-bar) <type 18-27(c4),28,29=""></type>	2	Ea.	\$2,640.00	\$5,28
46	Signal Head,12"Ø 3-section LED	6	Ea.	\$1,200.00	\$7,20
47	Signal Head,12"Ø 4-section LED	2	Ea.	\$1,560.00	\$3,120
48	Signal Head,12® 5-section LED	2	Ea.	\$1,800.00	\$3,60
50	LED Module, Signal (Arrow: R,Y or G)	6	Ea.	\$300.00	\$1,80
51	LED Module, Signal (Ball: R,Y or G)	30	Ea.	\$384.00	\$11,52
52	Ped Signal Head, LED	4	Ea.	\$1,440.00	\$5,76
54	Ped Push Button (P.P.B.), ADA Compliant	2	Ea.	\$240.00	\$48
55	Illuminated Street Name Sign (I.I.S.N.S.)	2	Ea.	\$1,560.00	\$3,12
56	Luminaires	2	Ea.	\$1,440.00	\$2,88
59	Pull Box #6	7	Ea.	\$900.00	\$6,30
65	2" Conduit (Trenched)	244	ĹF	\$28.20	\$6,88
69	3" Conduit (Trenched)	203	LF	\$28,20	\$5,72
86	Opticom Detector	2	Ea.	\$792.00	\$1,58
73	4" Conduit (Trenched)	30	LF	\$36.00	\$1,08
83	Video Detection System (Iteris)	0.5	LS	\$35,000.00	\$17,50
137	Furnish & Install Mast Arm Mounted Sign	2	Ea.	\$288.00	\$57
161	SIC 12-pair #19 Cable	1139	LF	\$4.34	\$4,94
					,
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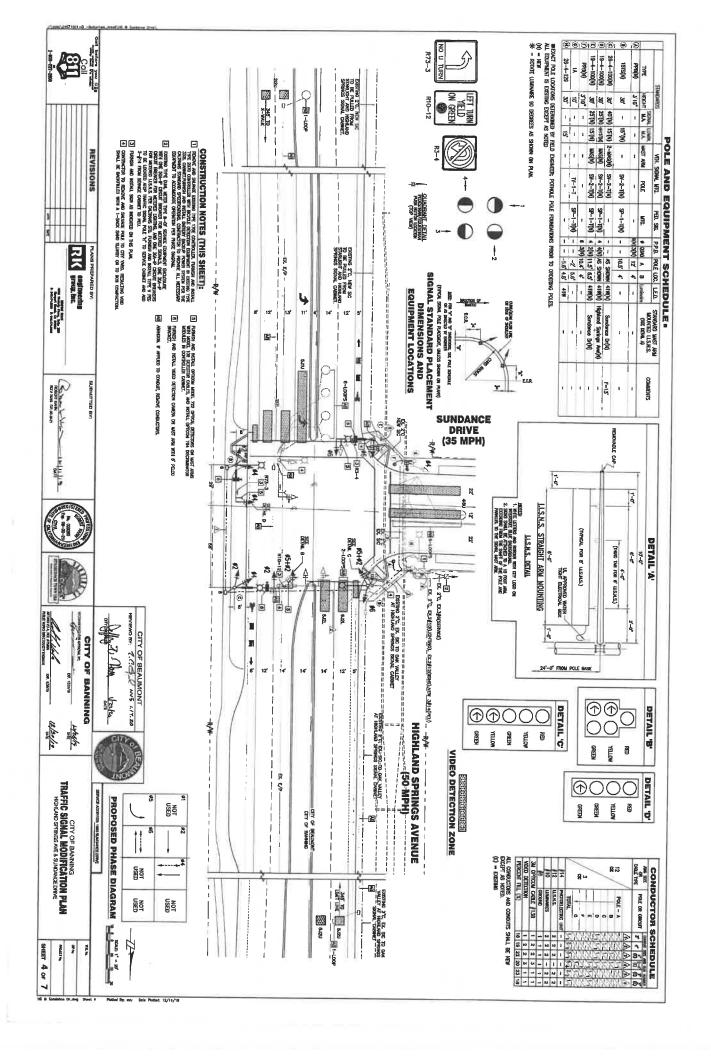
#### **Traffic Signal Cost Estimate**

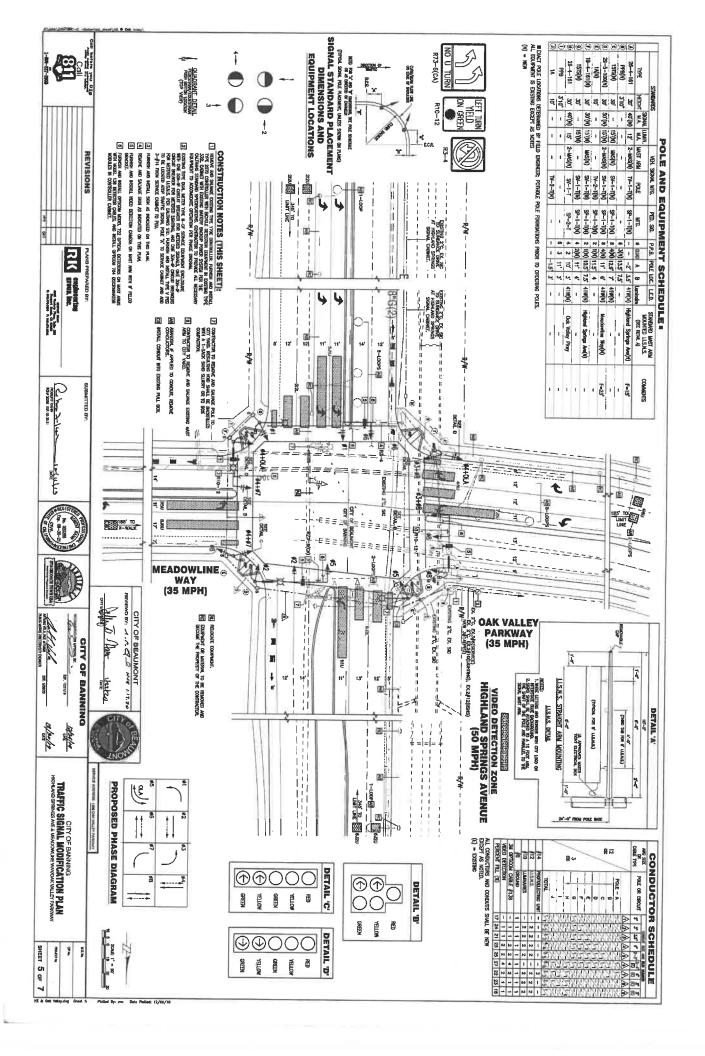
Highland Springs Ave. & Starlight/Atwell Dr. Location: January 31, 2020 Date: City of Beaumont Job Number: 2467-18-01 RK Engineering Group, Inc. Prepared for: Unit **Unit Cost** Description Qty. Item Cost Item No. SUBTOTAL \$116,521 Engineering/Mobilization 0.00% \$0 Fees, Permits, Supervision 0.00% \$0 Contingencies 15.00% \$17,478 **TOTAL** \$133,999 SEAL 4000 Westerly Place, Suite 280 · Newport Beach, CA 92660 Phone: (949) 474-0809 · Pax (949) 474-0902 No. 20285 Exp. 9/30/21 Date: Reviewed By: 01/31/20 R.C.E. No. 20285 Exp. 09/30/21 Robert Kahn

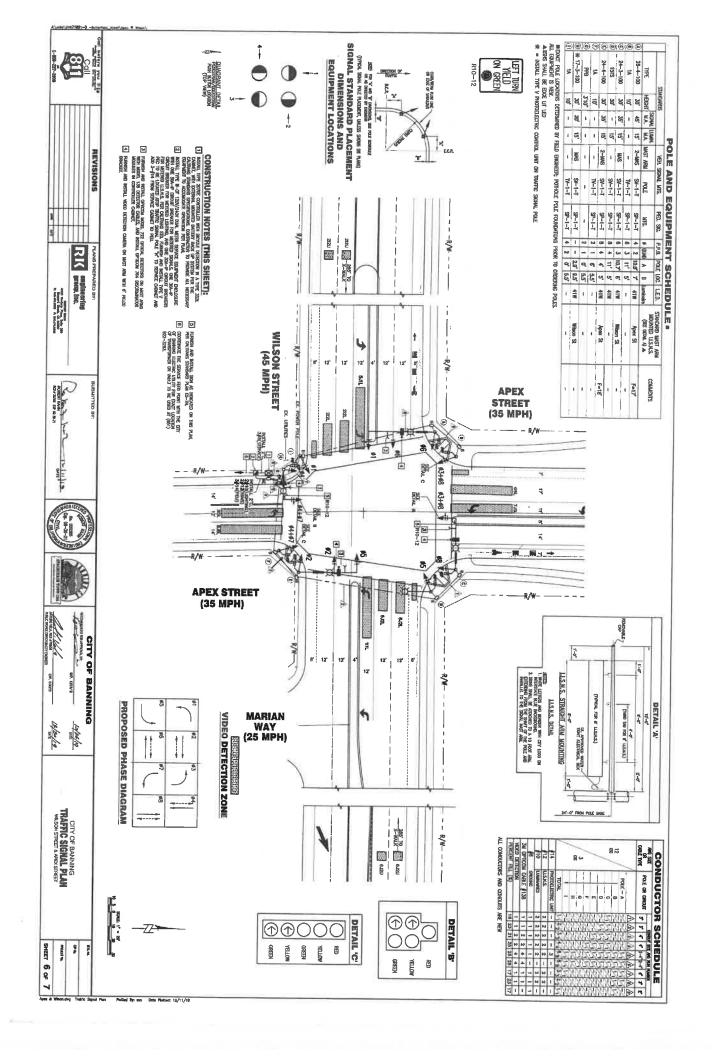












#### and J. Ohm CITY OF BEAUMONT all before you big Soften 1 M. LE.D. DRIVER: LED. driver for turnivores shall be mounted within turnivores housing. PULL BOXES: Received for any and the required. LUMINAIRES; luminaire and to LEA with type-11 deliberties. All pull bown shell be \$3, velose obtaines noted. Pull bown haldled is uningressed ones shell be recrised with a Type C morteur and be traffic bearing. CONDUIT! STAMBARDS, STEEL PEDESTALS AND POSTS: We have been seed to be the seed to be and at the seed of the signal most arm, have proceed by these above and may be audicated in the seed of the signal and arm, the spirite signal prime and not be factable prior to the haddedox of the britte aipstal tomballs. SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS FOR TRAFFIC SIGNAL PROJECTS Wher combodies have been behalfed. The ends of comboding tenshipsing in pull bosse and posterior activate about the endset with an approved type of earling compound. Conduite stadi for Typs X, Schedule 80 Polyskyl Clarks (Psy). Consider stadi by Installed His justice; or drilling per Section 80=2,000, "unindratum," of the Teamland Specifications. EQUIPMENT LIST AND DRAWINGS; The contains cabook schematic winty diagram and biasseadon assists and to combined into one described on that the cabook data is ruly open, the described in chantel with the interaction. he signs and nign mounting horstoom op about, on Dated "V" of Standard Phen ES-714 shoets to besided all the boothers shown on the plane. Perdand comment constant artial contains not hear than 47% powers, of optimit per cubic parts, opened concerns for materies pile founcostoms, which aheas combine not less than 504 powned of comment per cubic port. The Controlor wholl crucke the helpt signal entitings and theirs for the proposed botto appear controller openition. A copy of the bridge shoot stade in extenditud to the City Depreser for approved poter to implication. The Contractor is regarded by a design for the Contract of the Contractor in the Contractor of the Con The blacking of profition is first significantly black and place of the place of th Controlly that broke is understood to read by a destinate with collection of the col duit shell be 2", unless otherwise mobal. Dough characteristics Dough characteristics Dough of and contress Dough of all contressed REVISIONS RIC SPORT INC. O. BATTERY BACK-UP SYSTEM! M. PEDESTRIAN SIGNALS: \*\*Control Signal Monthly Assembles and Padestine Signal Monthly Assembles and Padestine Signal Monthly Assembles and the section assembles shall under a long-time or construction of the section assembles and the profession with a polymerhoods agg creta or 2-crops severe. \*\*Averagine signals and be spripped with light emitting dode countdown profession religious. K. SERVICE: The best prompts to below M-211. Service, of the Service Southeddoor Feedback Service Service Service Service Southeddoor Feedback Service 5. CONDUCTORS AND WIRINGS L. VEHICLE SIGNAL FACES AND SIGNAL HEADS: A long in this dad of the latest by to Controlly and committee the controlly and College and the specific of the Controlly and College and Colle The Rathery Book-Up System ESS to be Installed and to considert with the Shamida County specifications for bothery book-up systems, cotal February 26, 2000. DETECTION: The IRES and he equals of products power for full sear-time operation for on "123-cap" interesting (a) content of the transition (a) content of the transition of the content operation (b) the content operation (b) the content operation (b) the content operation (b) the content operation (c) the content operation (c) the content operation (c) the content operation (c) the content of the content operation (c) the content operation (c) the content of the content operation (c) the cont IDES Versicaes within defection comment wind by used per this project. Defection content shall be buildful on most orn. Conside your between service bookism and sections of circuits shall not be placed until the service bookism have been waithed by the serving utility. the velocities and he to describe and shall have been picken, unless otherwise natural. Grunding jumper shall be visible offer cap has been powed on foundation. Englannet granding conductors will not be required in constal containing bog leaf—a cashes quip. 1955 and he had on the Colimon Acceptate Brands List (ASI). 1855 for halfe speed and have been haded and speedured for a parted of pair at an interaction in the United Matter. profiled otherwise, the Botlery Ducksp system Botlesian shell be extend by the robbind, on specified order Section 2.3 Extend Buttery Cobbect Option I break eerfdies and Pedestrion Signal Housings shall rufacturer and the section assemblies shall be terround ROGET LAND DATE OATE The delay could not be a shieff, 2-containy 20 per call, this is this six and and nature in its market and shieff insulational recognition. B. MODEL 2070E CONTROLLER ASSEMBLIES; The contraine unit, Model 2070E, and its coloriet, Model 352L, find by in occurrednes with the previousne of Section 86. 56 "Synath, Lughting and Emotional Splatters" of the Literal selfice of the Sinds of Colifornia Standard Specifications. OF THE STATE OF THE PARTY OF THE STATE OF TH P. INTERNALLY ILLUMINATED STREET NAME SIGNS: Minedly Burnholed Street Name Spra (USAS) and be death-dead Edge-U LEA. with plate-deathic control. The optical displaces should have on originately empression mayor up to \$1,200 first from a discount office that works and the course and the discount first the proper form of the course of the course and the course of the cou The option detector with the bouned in a weather proof high impact non-contains felializated patholic matrices forceway and does be non-contrained. Said detector and theorytechn o built-to fermined differ for all to conte Il Model 2020E controllers supplied shall have dust Asynchronous Communications Martices Adaptor (ACIA) capability. Dust ACIA's shall be integral to the controller If L. Hortzontal printed—circuit board controllers will not be accepted. They can printy control educate (large graph data in collect of the collect printy degree and control to printy degree and control to printy degree and control to printy degree and collect to the collect printy degree and the data and the data and the data and the collect printy degree and the data and the data and the collect printy degree and the data and the da complete interaction velocis, per-specific specials and the invited at the interactions decision on the control specific special control of special controls (legis) analysis) makes the special controls of the controls of the control special controls of the control special controls of the control of the co The aligne which the classified in a 100-tend orm extending from partie of the paid often and provided to the major most own. Each 100-tend care due them a 3-moveling table and left is the start and lay appead to other handston of either on eight last are last force in the first due to the classified out of the control of the control of the classified out of the classifie The sign from and is to be posed of controlled in proceed determinence of single above associated in 100 mpc, and of single, or at 100 mpc, and 100 mpc, the controlled above and emotionism at the controlled above of the controlled and of controlled above and above and above and above of the controlled above and controlled above with above and controlled above and controlled above to the controlled above above and controlled above above and controlled above abo "Periods" shall not be used on otherwisters. Pull-stp Inpuda for each legand shall be terralized to the Engineer for expressed prior to federlands. Sign injorate and its immissions with on take with 12-both upper cost only 9-both lower case latters. Marken copy size for the largest shall be Sorbe C with Series D on E bidg used whenever commungs length partners. Delicits of color, white, borders and speaking shall contain to the standard established by the County of Riverside. lishing and installing the required controller assemblies shall be in eccordance the current satilar of the Stole of Catifornia Standard Plans, Standard Microbiosis, the construction plans and the special provisions and these present specifications. e musicing cameralsy and to designed and constructed to prevent influence when subjected 100 mals and local case of tests in the ASSYO publication. See and Specifications for markers' Superior of Hybrary Signs, Luminosium, and Institut Signata, and consciousions when INSUERS (\$2.22 identities) for revolut constantication the modern. • A test theid for each cleaned. • A plat light and cold adults indicator lights. • Direr diagnostic cognitions. unit provided shyll be for allive the lided 1705 confinier or g.N.E.M.A. and on the partit, therefore and not not consecuted modification and not consecuted modification for the partit operation whereas a vasil terminalist in resident from an optical as satisfact shall be a two cleaned almost and provide the featuring terminalists. RIG. JAPACHA BY. DIF. 1231/19 CITY OF BANNING Farmishing, transporting, installing and wining of traffic signal controller summables, installing lober, equipment, maying and installing on considered on included in this lump sum price pold for builto signal and lighting, and no edulational companiation shall be allowed therefore. I'm requirement for the operational and functional testing of the equipment what he considered on technical in the large sum price paid for traffic algori and flighting, and no additional companisation shall be allowed therefore. The below SOTOS contenter and contribute cobined shall be manufactured and ferrished by the sone immunications, and with form a couplete form of contents of providing the sortine specified properties of providing the contribute operation. All further contributes are suffered to complete the UNITABLE, incherency. Someonists, Os, and whill summerly be liked on this Department of Contributes to Careful, but the contribute of the providing of the contribute of the providing of the contribute of th Catalinet finish (Interfor and exterior) shall be anodic conting One CZP receives histopresect harness with a six foot pable shall be when to the intercement terminal rists, (Local intersection controller to intercement terminal sixty). Sold total shall be performed in recordance with current Side of Colifornia Department of Transportation publishes and a Controllation of Compilers shall be issued for each successfully taked controller casembly and additional supplied equipment. All load switch sectoris whell have inchildual eithe terminalis; privited circuit boards will not be allowed The additional features shall include posit—builtone for manual octabilities and includes and pedestriphones. The builtones shall be read-materially the cabinat shall date the provided with a floreness temp for interfer lighting and a pall out drawer assembly. Doer look shall be Carbin No. 2. A the achies in which the Plack Howler is installed, so collisions CGD modern Intercussment homeses this a fix find acids and be when to the Intercussment terminal aftir final Matter contriber in an intercussment terminal ethy). An additional Machie 400 modern attack to terminal at the Intelligence of the Gen ) the 2007 centrals users by constitute of a lead 2005 centrals will said at he institute the complete year late 200 centrals central, below 200 centrals and central said and completely are lateral 200 centrals central, below 200 centrals central said and central central permitten and central section of the central said to the central said to the central section of the central section of the central said to the central section of the central sectio The consider control system, including the Model 372s, address, shell content to current State Californic, Bastema of Irrespondation, Approp. Caperturn of Transportation, Trousportation, Described Europeant Specification he well-ship détailt for the Rether welt whall he certained in a replacement module (sake type) ewed in apony. The welt whall be rathed for 13 ampenes lood (25 ampenes trice). I traine position intercomment formind eith shall be provided for termination of the intercement value for communication lines. o destination shelf with integral compositional shell be provided as the next shell heritable below the \$2000 Lood Combreller, on all XXX. Schedesta. The develope compositions shell have developing these publics for full extractor. The compositional top shell have a non-majo positio furnishms were markly districted. This com-majo intended \$20.41. DOT he acticated with allicon observer. (2) complete measure and serv (4) complete colone defin diagrams for each other minimated legal of information among the and its security of the control of the determination among (i.e., and information). The colones serving diagram and flucture (a) the formation and or minimated (i.e., and information) and information (i.e., and information). The colones serving diagram and all travels are formation (i.e., and information). The colones are considerable and information (i.e., and information). he above referenced document to available from the State of Colifornia, Department of rangostation, Socramenta, for a lee. ampflyir shall perform exemptioned and functional testing of the supplied controller assemblies codelized supplied explanest is accordance with the specifications of the State of Collection witness of Transportation. Model 3321. cubinet shall be equipped with a thermodulosity controlled electric for with ball of bearings. A capacity rolling of all least 100 cubic feet per mileute is required. d within writishing chrotists should seek be completed to a replacement models (subset type) weeked group and related at 15 margersh (sould CEZ arropersh should). Par 11 on all local switch succides should whend to AC. Cutput halforders what he herballed on all food wellbhas. 2 Poies. 3. Troffic signed backs with phone designations. 4. Profession signal backs with phone designations. 5. Loop detecture with laport file designations. CITY OF BANNING SPECIAL PROVISIONS

18/30/19

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SHEET 7 OF 7