

**AGREEMENT FOR PUBLIC IMPROVEMENTS
910 ONTARIO AVENUE – RITE AID DWG. 16-006HI
Master Landscaping Improvements**

This Agreement is made and entered into as of this **5th day of April, 2017**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Cirks Construction Inc.**, with its principal offices located at, **1442 E. Lincoln Ave # 334, Orange, CA 92865**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **910 Ontario Ave – Rite Aid** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **Fifteen Thousand, Six Hundred Dollars and No Cents (\$15,600.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

CITY:
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
Cirks Construction Inc.,
1442 E. Lincoln Ave # 344
Orange, CA 92865

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

CIRKS CONSTRUCTION INC.

By:

Print Name

Signature

Title

By:

Print Name

Signature

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

By:

(City Clerk)

CITY OF CORONA

By:

(Mayor)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Orange)

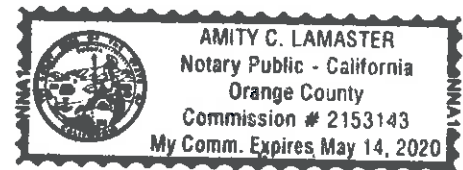
On 03/03/17 before me, Amity LaMester, Notary Public
(here insert name and title of the officer)

personally appeared Kenneth Dean Cirkis

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

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

WITNESS my hand and official seal.



Signature Amity C. LaMester

(Seal)

OPTIONAL INFORMATION

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Labor and material bond

containing 2 pages, and dated 03/01/17

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

☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s) President
Title(s)

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

representing: KOC Construction
Name(s) of Person(s) or Entity(ies) Signer is Representing
- a dba of Cirkis Construction

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

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

LEGAL DESCRIPTION

Real property in the City of Corona, County of Riverside, State of California, described as follows:

PARCEL A:

PARCELS 1 AND 2, AS SHOWN BY PARCEL MAP NO. 36250, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, ON FILE IN BOOK 232, PAGES 57 AND 58 OF PARCEL MAPS, RECORDS OF SAID COUNTY RECORDER.

PARCEL B:

AN EASEMENT FOR INGRESS, EGRESS, DRIVEWAY AND INCIDENTAL PURPOSES AND SUBJECT TO THE TERMS AND PROVISIONS OF CONTAINED IN THE DOCUMENT ENTITLED, "DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENT" RECORDED MAY 13, 2011 AS INSTRUMENT NO. 2011-0212426 OF OFFICIAL RECORDS, AS DESCRIBED AND DEPICTED THEREIN.

APN: 113-420-004-7 and 113-420-008-1

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$15,600.00
Labor and Material	\$ 15,600.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Rite-Aid- Public Landscaping
Location: 910 W. Ontario Ave
DWG No: 16-006HI

DATE: 02/23/2017

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Materials
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements			
2 Master-Planned R/W (Public) Improvements (Landscaping)	\$ 12,043.90	\$ 15,600.00	\$ 7,800.00
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

PREPARED BY:

Jim Baldwin
 Engineer's Name & Signature
Landscape Architect
Conceptual Design and Planning Company
 Company
jbaldovin@cdpcinc.com
 Tel No/Email 949.399.0870



WET STAMP & DATE

Corona CFD 2001-1-B / Ontario and Buena Vista	15043
Landscape Construction Cost Estimate	3/9/2016

Description	Quantity	Unit	Unit Cost	Extended Cost
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Irrigation and landscape	3183 sq. ft.		3.00	\$9,549.00
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street tree - 24" box	7 each		200.00	\$1,400.00
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LANDSCAPE SUBTOTAL				\$10,949.00
10% CONTINGENCY				\$1,094.90
TOTAL				\$12,043.90

FP-1

Surety Bond No. RCB0006184
Premium: \$225.00

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, Cirks Construction, Inc. dba KDC Construction, as Principal, and the Contractors Bonding and Insurance Company, whose place of business is 9025 Lindbergh Dr., Peoria IL, 61615, a corporation organized and doing business under and by virtue of the laws of the State of Illinois, and duly licensed by the State of California upon bonds or undertakings required or authorized by the laws of the CITY OF CORONA, CALIFORNIA, in the just and full sum of Fifteen Thousand Six Hundred No/100 Dollars (\$ 15,600.00) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves, and our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS THAT:

WHEREAS, the Principal

- (1) has submitted a Final Map for Tract No. _____, and
- (2) has submitted Improvement Plans for (type) Landscaping Improvements - *

* 910 W. Ontario Avenue-Rite Aid, 16-00365-CA

in accordance with City of Corona ordinances and regulations and subject to completion of certain work and improvements, all as set forth in the copy of contract hereto attached; and

WHEREAS, the Principal has executed an agreement herewith, a copy of which agreement is hereunto attached for the purpose of identification only, whereby the Principal promises the City of Corona to perform the work and make the improvements therein mentioned within the time and in the manner provided by said agreement.

NOW, THEREFORE, if the Principal shall proceed with and complete the said work and improvements in accordance with the provisions of said agreement and all applicable ordinances of the City of Corona regulating the improvement of lands, then this obligation shall be null and void, otherwise to remain in full force and effect.

FAITHFUL PERFORMANCE BOND

FP-2

The surety herein and hereby expressly consents to any extension or extensions of time to complete the work and improvements as may be granted to the Principal by the City of Corona, and hereby expressly waives notice of the granting of any said extension or extensions, and hereby expressly consents to the waiver of the defenses of statutes or limitation, laches and estoppel in the event said extension or extensions are granted.

The Surety and Principal further agree that in the event the work and improvements are not completed within the time allowed by the said agreement, or any extension or extensions thereof as may be granted by the City of Corona, the City of Corona may, at its option, and in addition to any other remedies available by law, complete or arrange for completion of said work and improvements, and all costs and expenses therefore shall become a debt due and owing said City of Corona, as set forth in said agreement.

The Surety and Principal further agree that the penal amount of this bond will remain in effect and continue after completion and acceptance of the work and improvements by the City of Corona for one year from the date of acceptance to guarantee said improvements against any defective work or labor done, or defective materials furnished, in performance of the agreement with the City of Corona.

The Surety, by executing this Faithful Performance Bond, warrants and alleges that it has read the said agreement or by signing this bond shall be deemed to have read said agreement and knows the contents and all provisions therein contained, and shall be bound by each and every term, condition and provision contained therein.

Cirks Construction, Inc. dba
IN WITNESS WHEREOF, KDC Construction said Principal and said Surety
have caused this performance bond to be duly executed this 1st. day of
March, 2017.

Cirks Construction, Inc. dba KDC Construction
Name of Principal

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Orange)

On 03/03/17 before me, Amity Lamaster, Notary Public
(here insert name and title of the officer)

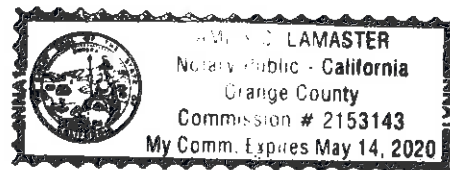
personally appeared

Kenneth Dean Cirks

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

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

WITNESS my hand and official seal.



Signature

Amity C. M. +

(Seal)

OPTIONAL INFORMATION

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Fairground Performance Bond

containing 3 pages, and dated 03/01/17

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

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s)

President

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

representing:

KDC Construction

- a dba of Cirks Construction

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

FP-3

FAITHFUL PERFORMANCE BOND

By:

Signature

Print Name

Title

(Attach notary acknowledgements
of signature of both Principal and
Surety)

By:

Signature

Print Name

Title

2570 E. Cerritos Avenue

Address

Anaheim, CA 92806

City and State

Contractors Bonding and Insurance Company

Name of Surety

By

Attorney-in-fact, Eugene T. Zondlo

9025 N Lindbergh. Dr.

Address

Peoria, IL 61615

City and State

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

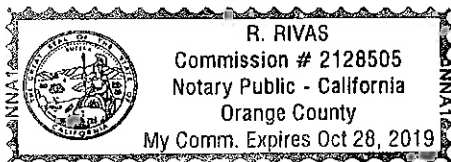
On MAR 01 2017 before me, R. Rivas, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Eugene T. Zondlo
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature R. Rivas
R. Rivas, Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Eugene T. Zondlo

☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

LM-1

Surety Bond No. RCB0006184

Premium: Included with Performance Bond

LABOR AND MATERIAL BOND

(SUBDIVISION IMPROVEMENT AGREEMENT - PROJECT NO. _____)

WHEREAS, the City of Corona, a municipal corporation of the State of California ("CITY") by its City Council and Cirks Construction, Inc. dba KDC Construction (hereinafter designated as "Principal") have entered into an Agreement whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, and identified as Landscaping Improvements - 910 W. Ontario Avenue* § hereby referred to and made a part thereof as if fully set forth herein; and
* - Rite Aid, 16-00365-CA

WHEREAS, under the terms of said Agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Corona to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate Surety, are held firmly bound unto the City of Corona, and all contractors, laborers, materials including renters of equipment and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Civil Code, in the sum of Fifteen Thousand Six Hundred and No/100 Dollars (\$ 15,600.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such labor or work, that said 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 attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgement therein rendered.

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 Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition; and, expressly waives the defenses of statutes of limitation, laches and estoppel in the event said changes, extensions, alterations or additions are granted or made.

This bond is executed and filed in accordance with Sections 66461, 66499, 66499.2, 66499.7 and 66499.10 of the California Government Code, and applicable sections of the City's subdivision regulations as provided in Chapter 2, Title IX of the City's Code.

IN WITNESS WHEREOF, said Principal and said Surety have caused this bond to be duly executed this 1st day of March, 20 17.

Cirks Construction, Inc. dba
KDC Construction

Name of Principal

LABOR AND MATERIAL BOND

LM-2

By:

Signature

Print Name

Title

(Attach notary acknowledgements
of signature of both Principal and
Surety)

By:

Signature

Print Name

Title

Address

City and State

Contractors Bonding and Insurance Company

Name of Surety

By Eugene T. Zondlo

Attorney-in-fact

9025 Lindebergh Dr.

Address

Peoria, IL 61615

City and State

(Seal)

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Orange)

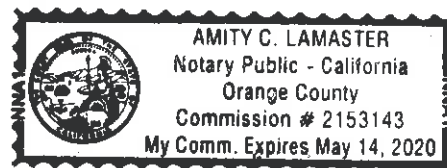
On 03/03/17 before me, Amity LaMester, Notary Public,
(here insert name and title of the officer)

personally appeared Kenneth Dean Cirks

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

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

WITNESS my hand and official seal.



Signature Amity C. LaMester

(Seal)

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

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containing 2 pages, and dated 03/01/17

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

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s) President
Title(s)

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

representing: KDC Construction
Name(s) of Person(s) or Entity(ies) Signer is Representing
- a dba of Cirks Construction

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

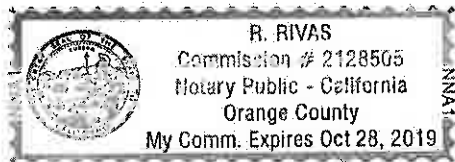
State of California)

County of Orange)On MAR 01 2017 before me, R. Rivas, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Eugene T. Zondlo
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature R. Rivas
R. Rivas, Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer(s)**Signer's Name: Eugene T. Zondlo☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

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 this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

John F. Monroe, Edith Garibay, Eugene T. Zondlo, Rosa E. Rivas, jointly or severally

in the City of Irvine, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

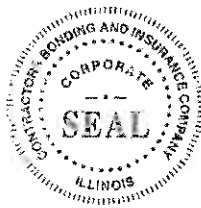
The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

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

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

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of June, 2015.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

CERTIFICATE

On this 3rd day of June, 2015, before me, a Notary Public, personally appeared Roy C. Die, 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**, each Illinois corporations, 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 1st day of March, 2017.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President