



FAITHFUL PERFORMANCE BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Landscape	\$ 87,500.00	Parcel	333-040-045,046
		Other Project No.	IP21-057L
Total	\$ 87,500.00	Bond No.	4467282
		Premium	\$2,188.00

Surety	Markel Insurance Company	Principal	KA Menifee, LLC
Address	4521 Highwoods Parkway	Address	5820 Oberlin Drive Suite 201
City/ State	Glen Allen, VA	City/State	San Diego, CA
Zip code	23060	Zip	92121
Phone	800-431-1270 ext 3888	Phone	(858) 869-3328

WHEREAS, the City Council of the City of Menifee, State of California, and **KA Menifee, LLC** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **APN: 333-040-045,046**, which agreement(s), dated _____, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and **Markel Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Eighty-seven thousand five hundred, Dollars, (\$ 87,500.00)** lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded 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(s) 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 of Menifee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation 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(s) or to the work or to the specifications..

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 21, 2024.

NAME OF PRINCIPAL: KA Menifee, LLC

AUTHORIZED SIGNATURE(S):

By: 
Name: Kaream Assi
Title: Manager

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Markel Insurance Company

AUTHORIZED SIGNATURE: 

Its Attorney-in-Fact Title: Richard Hallett, Attorney-in Fact



(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

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

San Diego

On

November 25, 24

Date

before me,

Myriam Mille, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Kareem Assi

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

Mille

Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

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 San Diego

On NOV 21 2024 before me, Rebekah Eads, Notary Public
(insert name and title of the officer)

personally appeared Richard Hallett,
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  (Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Elisabeth Georgeson, Lauran M. Graham, Ray Canto, Richard Hallett, Leona Evangelista, Rebekah Eads, Marissa Robinson

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of August, 2024.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

By:

Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By:

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of November, 2024.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary



MATERIAL AND LABOR BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.2)

FOR: Landscape	\$ 43,750.00	Parcel	333-040-045,046
		Other Project No.	IP21-057L
Total	\$ 43,750.00	Bond No.	4467282
		Premium	\$ Included in performance bond

Surety	Markel Insurance Company	Principal	KA Meniffee, LLC
Address	4521 Highwoods Parkway	Address	5820 Oberlin Drive Suite 201
City/ State	Glen Allen, VA	City/State	San Diego, CA
Zip code	23060	Zip	92121
Phone	800-431-1270 ext 3888	Phone	(858) 869-3328

WHEREAS, the City Council of the City of Meniffee, State of California, and **KA Meniffee, LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **APN: 333-040-045,046**, which agreement(s), dated _____ is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Meniffee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are firmly bound unto the City of Meniffee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Forty-Three Thousand Seven Hundred Fifty Dollars, (\$43,750.00)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, 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 attorney's fees, incurred by the City of Meniffee 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 judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 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.

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 21, 2024.

NAME OF PRINCIPAL: KA Meniffee, LLC

AUTHORIZED SIGNATURE(S):

By: 
Name: Kareem Assi
Title: Manager

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Markel Insurance Company

AUTHORIZED SIGNATURE: 
Its Attorney-in-Fact Title : Richard Hallett, Attorney-in-Fact



(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

County of San Diego }On November 25, 24 before me, Myriam Mille, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Kareem Assi
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.

Place Notary Seal and/or Stamp Above

Signature Mille
Signature of Notary Public**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: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

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State of California
County of San Diego

On NOV 21 2024 before me, Rebekah Eads, Notary Public
(insert name and title of the officer)

personally appeared Richard Hallett,
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
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Elisabeth Georgeson, Lauran M. Graham, Ray Canto, Richard Hallett, Leona Evangelista, Rebekah Eads, Marissa Robinson

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of August, 2024.

SureTec Insurance Company

By: 

Michael C. Keimig, President



Markel Insurance Company

By: 

Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By: 

Chelsea Turner, Notary Public

My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of November, 2024.

SureTec Insurance Company

By: 

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 

Andrew Marquis, Assistant Secretary

CITY OF MENIFEE ENGINEERING DEPARTMENT
CONSTRUCTION COST WORKSHEET
ROW LANDSCAPE COST ESTIMATE
CITY OF MENIFEE PROJECT FILE NO.: IP21-057L

PARCEL MAP NO.	Parcel A: 333-040-045	DATE:	11/18/2024
	Parcel B: 333-040-046	IP:	21-057L

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)		MATERIAL & LABOR SECURITY (50% of Estimated Construction Costs)
Landscape	\$ 87,342.30	\$ 87,500.00	\$ 43,750.00
Total	<u>87,342.30</u>	<u>87,500.00</u>	<u>43,750.00</u>
Warranty Retention (10%)		<u>8,750.00</u>	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

Above amounts do include additional 20% for bonding prior to having signed plans
(Ordinance 460, Section 10.3E).

JW

Signature

11/18/24

Date

Jeff M. Varley

Name Typed or printed

6172

RLA#

8/31/2025

Exp. Date



Landscape Architect's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Menifee Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts.
3. For Construction items not covered by "The City of Menifee Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Menifee Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
ROW LANDSCAPE COST ESTIMATE
CITY OF MENIFEE PROJECT FILE NO.: IP21-057L
DATE PREPARED: NOVEMBER 18, 2024

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
LANDSCAPING				
Mobilization	1	L.S.	\$ 2,000.00	\$ 2,000.00
Soil Preparation	1	L.S.	\$ 2,000.00	\$ 2,000.00
Mulch Topdressing, 3" depth, wood chip	30	C.Y.	\$ 35.00	\$ 1,050.00
Concrete Mowstrip	623	L.F.	\$ 10.00	\$ 6,230.00
Irrigation Point of Connection (not incl. water meter)	1	L.S.	\$ 3,000.00	\$ 3,000.00
Irrigation system, complete	1	L.S.	\$ 15,000.00	\$ 15,000.00
Irrigation system, Controller and Elec Service Cabinet	1	L.S.	\$ 12,500.00	\$ 12,500.00
Trees, 24" box	14	E.A.	\$ 300.00	\$ 4,200.00
Trees, 15-gallon	17	E.A.	\$ 150.00	\$ 2,550.00
Shrubs, 5-gallon	52	E.A.	\$ 35.00	\$ 1,820.00
Ground cover 1-gallon	766	E.A.	\$ 10.00	\$ 7,660.00
1-year Landscape Maintenance	1	LS	\$ 13,000.00	\$ 13,000.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
A.	Subtotal			\$ 71,010.00
B.	Contingency (15% x A)			\$ 10,651.50
C.	Construction Inspection (8%)			\$ 5,680.80
D.	ROW Landscape Installation			\$ 87,342.30