

AGREEMENT FOR CONSTRUCTION OF RETAINING WALL

This agreement for construction of a retaining wall at the City of Redlands' South Avenue Reservoir site ("Agreement") is made and entered into this 31 day of March, 2009 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and R.C. Foster Corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby retains Contractor to construct a retaining wall at City's South Avenue Reservoir site ("Services").
- 1.2 Contractor and its subcontractors shall possess all appropriate State contractors' licenses required for the work to be performed in connection with the construction of the retaining wall, and shall not be debarred pursuant to Labor Code sections 1777.1 and 1777.7.

ARTICLE 2 - RESPONSIBILITIES OF CONTRACTOR

- 2.1 The specific construction Services which Contractor shall perform are more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Services").
- 2.2 Contractor shall comply with all applicable Federal, State and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Project are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.3 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.4 If Contractor executes an agreement with a subcontractor to perform work on the Project, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

- 2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.
- 2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.8 Contractor shall obtain, execute and deliver to City a Performance Bond and a Labor and Materials Payment Bond, in the forms attached hereto as Exhibits "B" and "C."
- 2.9 Pursuant to Public Contract Code section 7104, if the Services involve digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Health and Safety Code section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the Project site differing from those indicated by information about the site made available to Contractor prior to entering into this Agreement; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall

promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase Contractor's cost of, or the time required for, performance of any part of the Project, and shall issue a change order under the procedures described in this Agreement. If a dispute arises between City and Contractor as to whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Project, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by this Agreement or by law which pertain to the resolution of disputes between the Parties.

- 2.10 Pursuant to Labor Code section 6705, if the Project requires any trench five feet or more in depth, Contractor shall submit, subject to City's approval, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 2.11 Prior to and during any excavation, Contractor shall comply with Government Code section 4216 et seq.

- 2.12 Because this Agreement was exempt from competitive bidding, prior to commencement of any Services, Contractor shall provide City with the information otherwise found in Public Contract Code section 4104.
- 2.13 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement

ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Contractor shall commence the Services upon City's delivery to Contractor of a written "Notice to Proceed."
- 3.2 Contractor shall complete the Services within Twenty One (21) calendar days from and after the date of the City's issuance to Contractor of the Notice to Proceed.

ARTICLE 4 - PAYMENT AND NOTICE

- 4.1 City shall pay Contractor the sum of Forty Four Thousand Nine Hundred Sixty Dollars (\$44,960.00) as complete compensation for the Services.

- 4.2 Payments by City to Contractor shall be made within thirty (30) days after City's receipt and approval of Contractor's invoice, by warrant payable to Contractor.
- 4.3 All notices shall be made in writing and shall be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

City:

Bassam Alzammar
Municipal Utilities and Engineering Dept.
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Contractor:

Robert C. Foster
President
R.C. Foster Corporation
P.O. Box 77055
Corona, CA 92877-0101

When so addressed, such notices shall be deemed given upon deposit in the United States mail; in all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices are to

be given by giving notice pursuant to this section 4.3.

- 4.4 Pursuant to Public Contract Code section 22300, Contractor has the option to deposit securities with an Escrow Agent as a substitute for any monies withheld by City to ensure Contractor's performance pursuant to Public Contract Code section 22300.
- 4.5 Pursuant to Government Code section 4215, City assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the site of the Project, if such utilities are not identified by City in the plans and specifications attached as part of Exhibit "A." City shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the Project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of City or the owner of the utility to provide for removal or relocation of such utility facilities. However, City is not required to indicate the presence of existing service laterals or appurtenances whenever presence of such utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Project site, provided that City must identify main or trunklines in the plans and specifications attached as part of Exhibit "A."

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

5.1 Contractor's Insurance to be Primary. All insurance required by this Agreement shall be maintained by Contractor throughout Contractor's performance of the Services, and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City.

5.2 Workers' Compensation and Employer's Liability

- A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance for its employees throughout the performance of the Services pursuant to Labor Code sections 3700 and 1860, in an amount which meets statutory requirements, with an insurance carrier acceptable to City. The insurance policy shall include a provision prohibiting the policy's cancellation except upon thirty (30) days prior written notice to City. Contractor shall execute and deliver to City a Worker's Compensation Insurance Certification in the form attached hereto as Exhibit "D" prior to commencement of the Project.
- B. Contractor expressly waives all rights to subrogation against City and its elected officials, officers and employees for losses arising from work performed by Contractor on the Project by expressly waiving Contractor's immunity for injuries to Contractor's employees. Contractor agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by, or on behalf of, any employee of Contractor.

- 5.3 Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent or intentionally wrongful act or omission of Contractor, and its officers, employees and agents, in performing the Project.
- 5.4 Assignment. Contractor is expressly prohibited from assigning any of the work associated with the Services without the express prior written consent of City. In the event of agreement by the Parties to assign a portion of the Services, Contractor shall add the assignee as an additional insured to its insurance policies and provide City with the insurance endorsements prior to any work being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.
- 5.5 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of the Services comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.
- 5.6 Business Auto Liability Insurance. Contractor shall secure and maintain in force throughout the

duration of the Project business automobile liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used on the Project, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.

- 5.7 Liquidated Damages. The failure of Contractor to complete the work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Contractor shall pay to City, or have withheld from monies due it, the sum of \$500 for each consecutive calendar day in excess of the specified time for completion of the Services. Execution of this Agreement shall constitute agreement by City and Contractor that \$500 per day is the estimated damage to City caused by the failure of Contractor to complete the Project within the allowed time. Such sum represents liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to

recover its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

- 6.2 All documents, records, drawings, electronic data files and data base, photographic prints and negatives, designs and specifications, cost estimates, and other Project documents developed by Contractor for the Project shall become the property of City and shall be delivered to City upon completion of the Project.
- 6.3 Contractor is, for all purposes under this Agreement, an independent contractor with respect to the Project and not an employee of City. All personnel employed by Contractor to perform the Project are for its account only, and in no event shall Contractor or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of, City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties.
- 6.4 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Project by City.
- 6.5 City may terminate this Agreement for any reason, at any time at its sole discretion, upon five (5) calendar days prior written notice to Contractor.
- 6.6 Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all work associated with the Project and (2) deliver or otherwise make available to City, copies of any data, design calculations, drawings, specifications, reports, estimates, summaries, and such other

information and materials as may have been accumulated by Contractor in performing the Project. Contractor shall be compensated on a pro-rata basis for any work completed up until notice of termination.

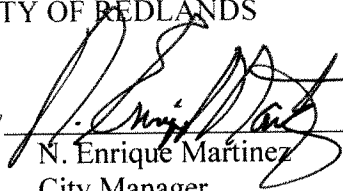
- 6.7 This Agreement, including the exhibits incorporated by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein and any prior negotiations, proposals and agreements relating to the subject matter hereof are superseded by this Agreement. Any amendment to this Agreement shall be in writing and approved by City and Contractor.
- 6.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 6.9 Claims by Contractor in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less shall be made by Contractor and processed by City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim.
- 6.10 If any provision or of this Agreement is held to be void or unenforceable under any law or regulation, it shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

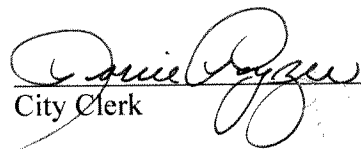
IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

ATTEST:

By


N. Enrique Martinez
City Manager


City Clerk

R.C. Foster Corporation

By


Robert C. Foster, President

Date

3.31-09

EXHIBIT “A”

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Project: Retaining Wall at City's South Avenue Reservoir Site

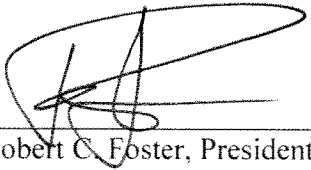
Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

R.C. Foster Corporation

Date: 3-31-09

By: 

Robert C. Foster, President

569693

Contractor's License No.

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

MEMORANDUM

TO: N. Enrique Martinez, City Manager

FROM: Rosemary Hoerning, MUED Director *RH*

DATE: March 30, 2009

SUBJECT: Contract Award for Site Improvement at South Reservoir, with R.C. Foster Corporation

An engineering review and analysis of an embankment at the South Avenue Reservoir site was performed by in-house engineering staff in August 2008. The toe of this embankment is located at the immediate bottom side of the reservoir and over time the embankment has eroded and deposited dirt and debris around a portion of the circumference of the reservoir. The construction of this wall is necessary to protect the reservoir against further damage. Additionally, this work will allow for full access around the tank structure to facilitate maintenance and inspections of the facility.

The Municipal Utilities & Engineering Department solicited bids from three (3) qualified Class "A" contractors and all three contractors' submitted bids. Upon review it was determined R.C. Foster Corporation submitted the lowest bid responsible and responsive bidder to perform the work. References were checked and R.C. Foster Corporation has completed similar work and the work was performed in a satisfactory manner. Staff recommends awarding the contract to R.C. Foster Corporation for the work in the amount \$44,960. Staff is also requesting a 10% construction contingency be authorized. Upon approval, the construction will begin immediately.

FISCAL IMPACT: The quote for the scope of work is \$44,960. Sufficient funding for the project is included in the adopted 2008-09 Budget.

ATTACHMENT:

(1) Bid Comparison Table for the Retaining Wall and Improvements Project at South Avenue Reservoir.

cc: Chris Diggs, Water Resources Manager
Wen Huang, Engineering Manager

\$ 49,456 Total w/Contingencies

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
SOUTH AVENUE RESERVOIR RETAINING WALL

PROJECT NO. D-40185

SOUTH AVENUE RESERVOIR RETAINING WALL

BID DATE: 03/26/09
EST. START DATE: 04/01/09

EST. START DATE: 04/01/09											
Item No.	Bid Item	Quantity	Unit	R.C. Foster		MSL Development		G.M. Sager			
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
SOUTH AVENUE RESERVOIR											
1	Mobilization	1	L.S.	\$15,485	\$15,485	\$18,210	\$18,210	\$0	\$0		
2	Construction of Retaining Wall	1	L.S.	\$29,475	\$29,475	\$30,280	\$30,280	\$52,400	\$52,400		
	Additions/(Deductions)										
TOTAL BID PRICE				\$44,960		\$48,490		\$52,400		\$0	

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA
herein called the "City".

Contractor shall include all component parts and everything required to perform, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

BID SCHEDULE SOUTH AVENUE RESERVOIR RETAINING WALL

Item No.	Est. Qty.	Unit	Item Description with Unit Price or Lump Sum Price in Words (See Plan No. D-40185 for specifications and descriptions)	Total or Extended Price in Figures
1	1	LS	Mobilization/Demobilization (include all incidental items not specified below excluding shotcrete and paving) For the lump sum price of: <i>fifteen thousand four hundred eightyfive</i> Dollars	\$ <i>15,485</i>
2	1	LS	Construction of Retaining Wall For the lump sum price of: <i>twentyone thousand four hundred seventyfive</i> Dollars	\$ <i>29,475</i>

BID SCHEDULE TOTAL PRICE

\$ *44,960.⁰⁰*

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS:

fortyfour thousand nine hundred sixty

RC Foster Corp.

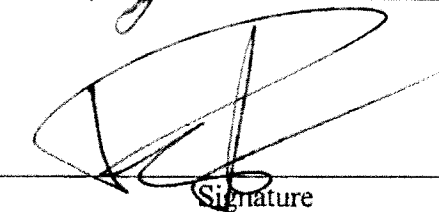
Company Name

PO Box 77055

Address

Corona, Ca. 92877

City, State, Zip



Signature

Robert C. Foster

Name

President

Title

Note: Insurance/Workers Compensation certificates that meet city's minimum requirements shall be provided prior to award of the contract to the selected contractor.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2008

PRODUCER (714)524-4949 FAX (714)524-4940

Commercial Associates Insurance

4226 E. La Palma Avenue

Anaheim, CA 92807

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED RC Foster Corporation

P.O. Box 77055

Corona, CA 92877-3783

INSURER A Landmark American Ins. Co./AES

INSURER B Netherlands Insurance Company

INSURER C RSUI Indemnity Co./AES

INSURER D:

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	INSR	GENERAL LIABILITY	LHA133786	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ Excluded
		GEN'L AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY \$ 1,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	INSR	AUTOMOBILE LIABILITY	BA8102937	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		☒ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
C	INSR	GARAGE LIABILITY	NHN223059	01/01/2009	01/01/2010	AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY - AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ 5,000,000
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 5,000,000
		☐ DEDUCTIBLE				SIR \$ 10,000
		☒ RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

For Insured's records

*10 days notice of cancellation for non-payment.

CERTIFICATE HOLDER

CANCELLATION

For Insured's Records

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL

*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CERTHOLDER COPY



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-16-2009

GROUP: 000238
POLICY NUMBER: 0011614-2008
CERTIFICATE ID: 49
CERTIFICATE EXPIRES: 01-01-2010
01-01-2009/01-01-2010

COMMERCIAL ASSOCIATES INSURANCE
4226 E LA PALMA AVE
ANAHEIM CA 92807-1816

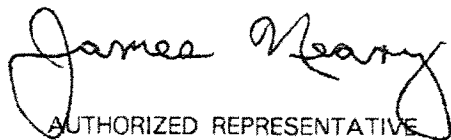
SG

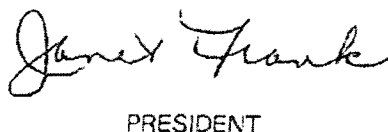
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

This bond was issued in three(3)
identical counterparts.

Bond No. 6622021
Premium: \$595.00

EXHIBIT "B"
PERFORMANCE BOND

**THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE**

WHEREAS, the City of Redlands (hereinafter designated as "City"), and R.C. Foster Corporation (hereinafter designated as "Principal") have entered into an Agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated March 31, 2009 ("Agreement"), and identified as involving the construction of a retaining wall at City's South Avenue Reservoir site ("Services") is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Agreement, Principal is required, prior to performance of the Services, to furnish a bond for the faithful performance of said Agreement.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto City in the penal sum of Forty Four Thousand Nine Hundred Sixty Dollars (\$44,960.00), 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.

The condition of this obligation is such that if the above bounded 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 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 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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment 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 anywise 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 named,
on April 1st, 2009. Bond No. 6622021

R C Foster Corporation

(SEAL)

(Contractor)

(Signature)

Safeco Insurance Company of America

(SEAL)

(Surety)

BY: [Signature]

(Signature) Arturo Ayala, Attorney-in-Fact

Address:

330 N. Brand Blvd., Suite 680

Glendale, CA 91203

Telephone (818) 956-4208

(Seal and Notarial Acknowledgment of
Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside }

On 2-April-2009 before me, Jeanne Gonzales, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert C. Foster
Name(s) of Signer(s)



Place Notary Seal Above

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 Jeanne Gonzales
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: 1-April-2009 Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

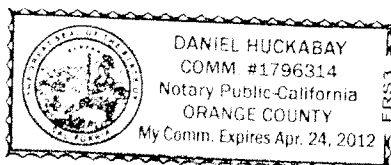
On 4/1/09
Date

before me, Daniel Huckabay, Notary Public

Here Insert Name and Title of the Officer

personally appeared Arturo Ayala

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: 4/1/09

Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

This bond was issued in three(3)
identical counterparts.

Bond No. 6622021

EXHIBIT "C"

**THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE**

LABOR AND MATERIAL BOND

WHEREAS, the City of Redlands ("City") and R.C. Foster Corporation (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated March 31, 2009, and identified as involving the construction of a retaining wall at City's South Avenue Reservoir site ("Services") is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the Project, to file a good and sufficient payment bond with City 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.

NOW THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of Forty Four Thousand Nine Hundred Sixty Dollars (\$44,960.00), 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 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 judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure 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.

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 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 any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on April 1st, 2009.

(SEAL)
R C Foster Corporation
(Contractor)
(Signature)

(SEAL)
Safeco Insurance Company of America
(Surety)
BY: (Signature) Arturo Ayala, Attorney-in-Fact

Address:
330 N. Brand Blvd., Suite 680

Glendale, CA 91203

(Seal and Notarial Acknowledgment of Surety)

Telephone ((818) 956-4208)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside }

On 2-April-2009 before me, Jeanne Gonzales, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Robert C. Foster

Name(s) of Signer(s)

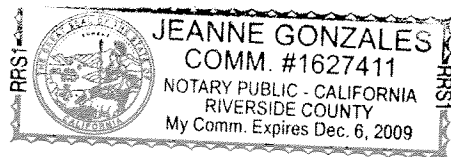
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Labor and Material Bond

Document Date: 1-April-2009

Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 4/1/09

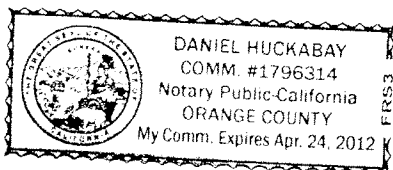
Date

before me, Daniel Huckabay, Notary Public

Here Insert Name and Title of the Officer

personally appeared Arturo Ayala

Name(s) of Signer(s)



Place Notary Seal Above

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.

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Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Labor and Material Bond

Document Date: 4/1/09

Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 13077

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****ARTURO AYALA; DANIEL HUCKABAY; DONALD ROOP; Orange, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 1st day of April, 2009



Dexter R. Legg, Secretary

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Name Office of the City Clerk
City of Redlands
Street
Address P. O. Box 3005
City & State Redlands, California 92373

FEES NOT REQUIRED
PER GOVERNMENT CODE

SECTION 6103

Recorded In Official Records, County of San Bernardino

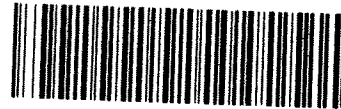


LARRY WALKER
Auditor/Controller - Recorder

R Regular Mail

5/20/2009
3:20 PM
BS

Doc#: 2009-0219514



Titles: 1 Pages: 1
Fees 0.00
Taxes 0.00
Other 0.00
PAID \$0.00

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)
Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
 2. The full name of the owner is City of Redlands - Municipal Utilities & Engineering Department
 3. The full address of the owner is P.O. Box 3005 Redlands CA 92373
 4. The nature of the interest or estate of the owner is; In fee.
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or lessee")
 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES
ADDRESSES
 6. A work of improvement on the property hereinafter described was completed on April 21, 2009. The work done was:
Construction of Retaining wall at South Avenue Reservoir Site
 7. The name of the contractor, if any, for such work of improvement was: R.C. Foster Corporation.
(If no contractor for work of improvement as a whole, insert "none") April 2, 2009
(Date of Contract)
 8. The property on which said work of improvement was completed is in the unincorporated area of County of San Bernardino, State of California, and is described as follows: South Avenue Reservoir Site
 9. The Street address of said property is 415 E Sunset Dr. N.
(If no street address has been officially assigned, insert "none")
- Dated: May 11, 2009
Verification for Individual Owner

Bassam Alzammir
Bassam Alzammir, Project Manager
Signature of owner or corporate officer of owner names in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the Municipal Utilities & Engineering Director the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
(President of, "Manager of, "A partner of, "Owner of, etc.)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 11, 2009, at Redlands, California.
(Date of signature) (City where signed.)

Rosemary Hoerning
ROSEMARY HOERNING, Municipal Utilities &
Engineering Director
(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)