

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

Recorded in Official Records, County of
San Bernardino, Errol J. Mackzum, Recorder

No Fee

Doc No. 19980006080
1:44pm 01/08/98

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ASSESSOR'S PARCEL NO. Unknown

NOTICE OF COMPLETION

SECTION 6103

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:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is City of Redlands - Municipal Utilities Department
- The full address of the owner is P.O. Box 3005
Redlands CA 92373
- 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")
- 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
- A work of improvement on the property hereinafter described was completed on January 2, 1998. The work done was:
2100 Zone Transmission and Distribution Pipeline, Project No. 1-9736
- The name of the contractor, if any, for such work of improvement was: CNB Excavating, Inc.
April 1, 1997
(If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)
- The property on which said work of improvement was completed is in the city of _____
County of San Bernardino, State of California, and is described as follows: In the area of Mentone, in Garnet St, Florida St & Greenspot Rd, starting from Garnet St & Hwy 38 along Garnet St to the north to Florida St then along Florida St to the West to Greenspot Rd then along Greenspot Rd to the north to approx. 600' north of Florida St; in Newport Ave from Garnet St & Newport Ave to the east to Emerald Ave then in Emerald Ave to approx. 3000' north of Newport Ave; & in Amethyst St from Florida St & Amethyst St to approx. 800' south of Florida St; & in Sapphire St from Florida St & Sapphire St to 700' to the north east.
- The Street address of said property is None
(If no street address has been officially assigned, insert "none".)

Dated: January 8, 1998
Verification for Individual Owner

Elias Elhazin
Elias Elhazin, 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 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.

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

Executed on January 8, 1998, at Redlands, California.
(Date of signature) (City where signed.)

Gary G. Phelps
Gary G. Phelps, Municipal Utilities Director

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of April, 1997, by and between the City of Redlands, a Municipal Corporation, organized and existing under the laws of the State of California, hereinafter referred to as the "City" and CNB Excavating Inc. a partnership consisting of _____ or an individual trading as _____ of the City of Sunnyvale, County of Maricopa, State of California, hereinafter referred to as the "Contractor".

WITNESSETH: That the City and the Contractor, for the consideration hereinafter named, agree as follows:

1. SCOPE OF WORK: The Contractor will furnish all materials and will perform all of the work for the following:

Construction of the **2100 Zone Transmission and Distribution Pipeline Project**, complete, all as specified in the Contract Documents (Drawings and Specifications), and made a part of Project No. 1-9736.

2. THE CONTRACT SUM: \$ 800,000.00 in accordance with the terms and conditions set forth in the Contract Documents.

3. TIME FOR COMPLETION: The work to be completed within one hundred twenty-five (125) working days from and after the date in the Notice to Proceed.

4. LIQUIDATED DAMAGES: Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor shall pay to the 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 Work.

Execution of the Contract shall constitute agreement by the City and Contractor that \$500 per day is the minimum and actual damage caused by the failure of the Contractor to complete the Work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

5. CONTRACT DOCUMENTS: The complete contract includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposals and Bid Form, Bid Bond, Agreement, Faithful Performance Bond, Labor and Material Bond, Plans and Specifications and any addenda thereto.

6. **ATTORNEYS' FEES:** In the event any legal action is commenced to enforce or interpret the terms or conditions of the contract documents, the prevailing party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by the Contractor in the amount of \$375,000.00 or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, chapter 1, article 1.5 of the Public Contracts Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contracts Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

(SEAL)

City of Redlands
(Owner)

By: _____

Mayor, City of Redlands, County of
San Bernardino, California

ATTEST:

City Clerk, City of Redlands
County of San Bernardino, California

(SEAL)

CNB Excavating Inc

Name of Contractor

By: _____

Signature of Authorized Agent

President
Title

Signature of Authorized Agent (if necessary)

Title

700540

Contractor's License No.



Premium \$1,020.00



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9091

KNOW ALL BY THESE PRESENTS:

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

***** G. L. REZA *****

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 4th day of January, 19 93.

R. A. Pierson
Secretary

Don Dwyer
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.

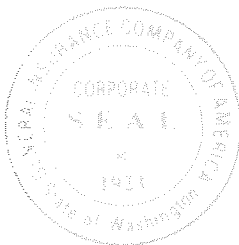
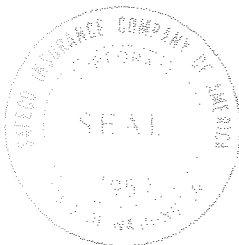
"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (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, R. A. Pierson, 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 12th day of January, 19 93.



R. A. Pierson



SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

ACKNOWLEDGMENT BY SURETY

STATE OF CALIFORNIA)

County of ORANGE)

On 01/12/1998

before me, (here inset name and title of the officer), personally appeared

G.L. REZA, ATTORNEY-IN-FACT

personally known to me (or 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.

WITNESS my hand and official seal.

Signature

Susan A. Faries

(Seal)

SUSAN A. FARIES

