

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF REDLANDS
35 CAJON STREET
P.O. BOX 3005
REDLANDS CA 92373

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

No Fee

Doc No. 20010408859
08:46am 09/10/01

205 40290419 01 04

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SPACE ABOVE THIS LINE FC

NOTICE OF COMPLETION

SECTION 6103

Notice pursuant to Civil Code Section 3093, this notice must be filed within 10 days after completion of work. 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
- The full address of the owner is: 35 CAJON STREET, P O BOX 3005
REDLANDS CA 92373
- The nature of the interest or estate of the owner is: In fee.
- 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:
NOT APPLICABLE
- A work of improvement on the property hereinafter described was completed on August 17, 2001. The work done was:
Street Resurfacing Improvements, Contract No. 01-3014-4150.
- The name of the contractor for such work of improvement was: Match Corporation
P.O. Box 50,000, San Bernardino CA 92412
- The property on which said work of improvement was completed is in the City of Redlands, County of San Bernardino, State of California, and is described as follows: Marion Road, Fifth Avenue to Pleasantview Avenue; Fern Avenue, Cajon Street to Center Street; University Street, Cypress Avenue to Citrus Avenue; Brookside Avenue (westbound lane only), Eureka Street to San Mateo Street; Dearborn Street, Fifth Avenue to Colton Avenue; Pine Avenue, Center Street to Tennessee Street; Sunset Drive, Kimball Lane to Country Club Drive; Parkwood Drive, Glenwood Drive to Brookside Avenue; and Alta Vista Drive, East Sunset Drive to Highview Drive.
- The street address of said property is: Not Applicable

May 1, 2001
(Date of Contract)

Dated: August 24, 2001

Senior Engineer, Public Works Department, City of Redlands

VERIFICATION

I, the undersigned, say I am the Public Works Director of the declarant of the foregoing Notice of Completion, and 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 August 24, 2001, at Redlands, California.

Public Works Director, Public Works Department, City of Redlands

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2001, 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 Match Corporation of the City of Colton, County of San Bernardino, 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:
To perform construction of the Street Resurfacing Improvements project, complete, all as shown, specified, and made a part of Contract No. 01-3014-4150.
2. **THE CONTRACT SUM OF: \$465,734.80**
3. **TIME FOR COMPLETION:** The work shall be completed within forty-five (45) work days from and after the date of the Notice to Proceed.
4. **CONTRACT DOCUMENTS:** The complete contract includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposal and Bid Forms, Bid Bond, Agreement, Performance Bond, Payment Bond, Plans and Specifications, all referenced specifications, and any Addenda thereto.
5. **ATTORNEY FEES:** In the event any legal action is commenced to enforce or interpret the terms or conditions of this contract the prevailing party shall, in addition to any costs and other relief, be entitled to recovery of its reasonable attorney's fees.
6. **DEFENSE OBLIGATION:** The contractor shall defend the City, its elected officials, officers, agents, and employees from and against any and all claims, losses, damages, and causes of action, including death, brought by any person or persons for or on account of any wrongful or negligent act or omission of the contractor, its employees or agents in connection with the performance of the contractor's obligation under this contract.
7. **INSURANCE:** All policies of insurance required by this contract shall name the City, its elected officials, employees, and agents as additional insureds, and such insurance shall be primary with respect to such additional insureds and non-contributing to any insurance or self-insurance maintained by the additional insureds.

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

CITY SEAL

By:

Pat Silveira

Mayor, City of Redlands
County of San Bernardino, California

ATTEST:

Beatrice Sanchez, Deputy

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

CONTRACTOR SEAL

By:

Eugenio Briones

Signature of Authorized Agent

Vice President

Signatory's Title

Signature of Authorized Agent (if necessary)

Signatory's Title (if necessary)

149783 A

Contractor's License No.

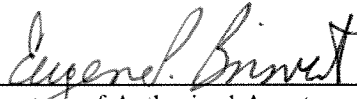
WORKERS' COMPENSATION INSURANCE STATEMENT

I, the undersigned and authorized agent for the contractor, 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 under the City's Contract No. 01-3014-4150.

MATICH CORPORATION

Name of Contractor

By:



Signature of Authorized Agent

Vice President

Signatory's Title

149783 A

Contractor's License No.

PERFORMANCE BOND

Bond No. 26 18 16
Premium:\$2748.00

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as City), and Matich 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 May 1, 2001, and identified as Contract No. 01-3014-4150, 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 work, to furnish a good and sufficient faithful performance bond with the City.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City in the sum of Four Hundred Sixty Five Thousand Seven Hundred dollars (\$465,734.80) ~~Thirty Four & 80/100ths~~ 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 her 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, or his or her 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 defend, indemnify and save harmless the City, its elected officials, 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 the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement 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 May 8th, 2001. Bond No. 26 18 16

Matich Corporation (SEAL)
Principal
By: [Signature] Vice President
Signature

National Union Fire Insurance Company
of Pittsburgh, PA (SEAL)
Surety
By: [Signature]
Signature Jane Kepner, Attorney-in-Fact
Address: 777 South Figueroa Street
Los Angeles, CA 90017

(Notarial Acknowledgments of Principal and Surety)

Telephone: (213) 689-3971

ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of **San Bernardino**

} SS.

On **5-9-01**
(DATE)

before me,

Susan C. Hubbard

Notary Public

(NOTARY)

personally appeared **Eugene Boisvert**

SIGNER(S)

☒ 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 signatures(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.

Susan C. Hubbard
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL

☒ CORPORATE OFFICER

Vice President

TITLE(S)

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond

TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

5-8-01
DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT

OF

SIGNER

Top of thumbprint here

State of California

County of Orange

On 5/8/01 before me, Nanette Mariella-Myers, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jane Kepner,
NAME(S) OF SIGNER(S)

☒ 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.

Nanette Mariella-Myers
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

PAYMENT BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Match 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 May 1, 2001, and identified as Contract No. 01-3014-4150, 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 work, to furnish a good and sufficient labor and materials payment bond with the 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 of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and any other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California in the sum of Four Hundred Sixty Five Thousand Seven Hundred Thirty dollars (\$ 465,734.80) ~~Four & 80/100ths~~ 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 herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing 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.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named,

on May 8th, 2001. Bond No. 26 18 16

Match Corporation (SEAL)

Principal

By: Eugenio B. Buzza

Signature

Vice President

National Union Fire Insurance Company
of Pittsburgh, PA (SEAL)

Surety

By: Jane Kepner

Signature Jane Kepner, Attorney-in-Fact

Address: 777 South Figueroa Street
Los Angeles, Ca 90017

(Notarial Acknowledgments of Principal and Surety)

Telephone: (213) 689-3971

ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

} SS.

On 5-9-01
(DATE)

before me,

Susan C. Hubbard

Notary Public

(NOTARY)

personally appeared

Eugene Boisvert

(SIGNER(S))

☒ 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 signatures(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.

Susan C. Hubbard
NOTARY'S SIGNATURE

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☐ CORPORATE OFFICER

Vice President

TITLE(S)

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Payment Bond

TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

5-8-01
DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT

OF
SIGNER

Top of thumbprint here

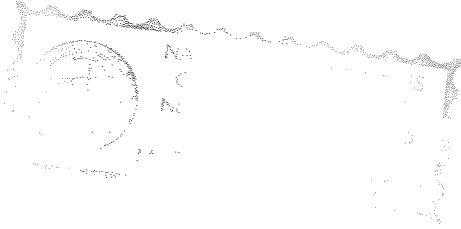
State of California

County of Orange

On 5/8/01 before me, Nanette Mariella-Myers, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jane Kepner,
NAME(S) OF SIGNER(S)

☒ 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.

Nanette Mariella-Myers
SIGNATURE OF NOTARY

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

- TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

NUMBER OF PAGES

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---Stanley C. Lynn, James A. Schaller, Jane Kepner, Nanette Mariella-Myers, Rhonda C. Abel, Mike Parizino, Jeri Apodaca
Linda Enright: of Costa Mesa, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

this 8th day of March, 2000.



Lawrence W. Carlstrom
Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, P.A.
Vice President, American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 8th day of March, 2000 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Joseph B. Nozzolio
JOSEPH B. NOZZOLIO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan. 31, 2002

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

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

this 8th day of May, 2001



Elizabeth M. Tuck
Elizabeth M. Tuck, Secretary