AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2008, 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 Hardy & Harper, Inc., of the City of Santa Ana, County of Orange, 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 to perform construction of the Resurfacing Program '08 project, complete, all as shown, specified, and made a part of Contract No. 209300-7230/41024.
- 2. For the Contract Sum of \$ 925,000.00, in accordance with the terms and conditions of the Contract Documents.

 Pursuant to Section 22300 of the California Public Contract Code, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings requirement to be withheld by the City pursuant to and Escrow Agreement.
- 3. Time for Completion. The work shall be completed within thirty (30) work days from and after the date of 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 as set forth in the General Provisions for each consecutive calendar day in excess of the specified time for completion of the work.
 - Execution of the contract shall constitute agreement by the City and Contractor that the liquidated damages amount 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; Proposal and Bid Forms; Bid Bond; Agreement; Performance and Payment Bonds; Standard Specifications and Standard Plans for Public Works Construction; Contract Documents and Supplemental Specifications; all referenced specifications; and any Addenda thereto.
- 6. 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.
- 7. 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.
- 8. Insurance. All policies of general liability and business automobile insurance required by this contract shall name the City, its elected officials, employees, and agents as additional insureds. Any insurance required under this contract shall be primary with respect to the City and non-contributing to any insurance or self-insurance maintained by the City.
- 9. Resolution of Construction Claims. Claims made by the Contractor in the amount of \$375,000.00 or less shall be 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 the Public Contracts Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by the Contractor. Pursuant to Public Contract Code section 9201, if the City receives a third party claim in relation to this Contract, the City shall timely notify the Contractor. The City shall be entitled to recover reasonable costs incurred in providing the notification required by Public Contract Code section 9201(b).

- 10. Eligibility of Contractor/Subcontractor. Contractor and any subcontractor agree to abide by California Public Contract Code Section 6109 and California Labor Code Sections 1777.1 and/or 1777.7 and certify that they are not debarred and are eligible to work on this project.
- 11. **Assignment of Agreement.** No assignment by a party hereto of any rights or interests under this agreement will be binding on another party without the written consent of the party sought to be bound.
- 12. Successors and Assigns. The City and Contractor each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.
- 13. Severability. Any provision or part of the contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor.

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

CITY	SEAL
IIIII	SEAL

By:

Mayor, City of Redlands

County of San Bernardino, California

ATTEST:

City Clerk, City of Redlands

CONTRACTOR SEAL

County of San Bernardino, California

By:

Signature of Authorized Agent

Hardy & Harper, Inc.

Name of Contractor

Steve Kirschner, VP

Signatory's Title

Signature of Authorized Agent (if necessary)

Kristen S Paulino-Corp. Sec

Signatory's Title (if necessary)

215952

Contractor's License No.

WORKERS' COMPENSATION INSURANCE CERTIFICATION

RESURFACING PROGRAM '08 CONTRACT No. 209300-7230/41024

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

By being insured against liability to pay compensation in one or more insurer duly authorized to write

compensation insurance in this State. 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 (b) 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 contract. (Labor Code Section 1861)

	04/08/08 Date
Deva	Hardy & Harper, Inc.
By:	Signature of Authorized Agent Stewe Kirschner, VP
	Signatory's Title
	215952
	Contractor's License No.

EXECUTED IN DUPLICATE PAYMENT BOND

BOND #0443934 PREMIUM INCLUDED ON PERFORMANCE BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Hardy & Harper, Inc. (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 April 1, 2008, and identified as Contract No. 209300-7230/41024, 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.

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 agnosia 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 9TH	_, 2008.	Bond No. <u>0443934</u>
Principal By: Signature ve Kilschner, VP	_(SEAL)	Surety By: Signature DWIGHT REILLY DWIGHT REILLY DATE: 270
digitative ve Track a quite		Address: 13400 SABRE SPRINGS PARKWAY SUITE 270 SAN DIEGO, CA 92128-4198
(Notarial Acknowledgments of Principal and Surct	y)	Telephone: (800) 336-1533

ACKNOWLEDGMENT

State of California County ofORANGE)	
OnAPRIL 9TH, 2008 before me, _	ALLISON RITTO, NOTARY PUBLIC (insert name and title of the officer)
subscribed to the Within Instantion subscribed to the Within Instantion his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument. The laws of the State of California that the foregoing
paragraph is true and correct. WITNESS my hand and official seal.	ALLISON RITTO Commission # 1537464 Notary Public - California & Orange County My Comm. Expires Dec 23, 2008
Signature ALLISON RITTO	(Seal)

Tel (973) 624-7200

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

DWIGHT REILLY, HAL DUECK

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE (COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office. principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or 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 and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal of Seal of Seal Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of Seal Company. said Company



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of 9th

APril 2008

aria H. Granco Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of Orange On April 10, 2008 before me, Jo-Ann Lyons, Notary Public Date Here Insert Name and Title of the Officer Steve Kirschner personally appeared _____ Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(a) 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(iss), and that by his/hos/rthosir signature(s) on the instrument the person(s), or the entity upon behalf of which the person() acted, executed the instrument. COMM. #1570145 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is AFRINGTARY PUBLIC-GALIFORNIA G ORANGE COUNTY true and correct. MY COMM. EXP. APR. 17, 2009 Y 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** Payment Bond Title or Type of Document: April 9, 2008 Number of Pages: _____ Document Date: _____ Signer(s) Other Than Named Above: **Dwight Reilly** Capacity(ies) Claimed by Signer(s)

☐ Trustee ☐ Guardian or Conservator ☐ Other:	ere
Signer Is Representing:	
	☐ Guardian or Conservator ☐ Other:

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PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE BOND #0443934

EXECUTED IN DUPLICATE PERFORMANCE BOND

PREMIUM: \$6,370

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Hardy & Harper, Inc. (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 April 1, 2008, and identified as Contract No. 209300-7230/41024, 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 NINE HUNDRED TWENTY FIVE AND NO CENTS dollars (\$ 925,000.00————) 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 part, to be kept and meaning, and shall defend, indemnify and save harmless the City, its elected officials, officers, agents, 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,

Tit MITHURS HENDE	
on APRIL 9TH , 2008.	Bond No. 0443934
HARDY & HARPER, INC.	INTERNATIONAL FIDELITY INSURANCE COMPANY (SEAL)
Principal Principal	Surety
By: Sjörmture	Signature DWIGHT REILLY Address: 13400 SABRE SPRINGS PARKWAY SUITE 270
Steve Kirschner, VP	SAN DIEGO, CA 92128-4198
	SAN DIEGO, C. T.
(Notarial Acknowledgments of Principal and Surety)	Telephone: (800) 336-1533

ACKNOWLEDGMENT State of California ORANGE County of _____ ALLISON RITTO, NOTARY PUBLIC APRIL 9TH, 2008 before me, _ (insert name and title of the officer) 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. ALLISON RITTO Commission # 1537464 Notary Public - California WITNESS my hand and official seal. Orange County My Comm. Expires Dec 23, 2008 (Seal) Signature _

ALLISON RITTO

Tel (973) 624-7200

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

DWIGHT REILLY, HAL DUECK

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE (COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or 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 and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any such power of attorney or any such power of attorney or any certificate relating thereto by bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Nov. 21, 2010

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of 9th

April 200 aria H. Granco

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of Orange On April 10, 2008 before me, Jo-Ann Lyons, Notary Public Here Insert Name and Title of the Officer personally appeared _____ Steve Kirschner Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person() whose name() is/see 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/hear/hazeir signature(e) on the instrument the person(s), or the entity upon behalf of which the person(acted, executed the instrument. JO-ANN LYONS <u>L</u> COMM. #1570145 I certify under PENALTY OF PERJURY under the laws ORANGE COUNTY H of the State of California that the foregoing paragraph is MY COMM. EXP. APR. 17, 2009 Y true and correct. WITNESS my hand and official seal. Signature_ Signature of Nota 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** Performance Bond Title or Type of Document: April 9, 2008 Number of Pages: ____ Document Date: _____ Dwight Reilly Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name:_____ Signer's Name: _____Steve Kirschner

Guardian or Conservator

Other:
Signer Is Representing:
Hardy & Harper, Inc.

Top of thumb here

☐ Individual

☐ Trustee

☐ Attorney in Fact

☐ Partner — ☐ Limited ☐ General

☐ Individual

□ Trustee

☐ Attorney in Fact

☐ Corporate Officer — Title(s): __

☐ Guardian or Conservator

☐ Partner — ☐ Limited ☐ General

Top of thumb here

Company Profile

INTERNATIONAL FIDELITY INSURANCE **COMPANY**

ONE NEWARK CENTER 20TH FL NEWARK, NJ 07102-5207

Agent for Service of Process

DOROTHY O'CONNOR-MANSON, 1575 TREAT BLVD. WALNUT CREEK, CA 94598 Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:

11592

NAIC Group #:

0000

California Company ID #:

4341-4

Date authorized in California:

February 09, 1996

License Status:

UNLIMITED-NORMAL

Company Type:

Property & Casualty

State of Domicile:

NEW JERSEY

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

Company Complaint Information

Company Enforcement Action Documents Company Performance & Comparison Data Composite Complaint Studies

Want More?

Help Me Find a Company Representative in My Area

Financial Rating Organizations

Last Revised - March 12, 2008 07:19 PM Copyright © California Department of Insurance 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 Auditor/Controller – Recorder 8/07/2008 4:55 PM AS

R Regular Mail

Doc#: 2008 - 0361532



Titles:	1	Pages:	2
Fees		0.00	
Taxes		0.00	
Other		0.00	
PAID		\$0.00	

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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:
- 2. The full name of the owner is CITY OF REDLANDS
- 3. The full address of the owner is 35 CAJON STREET, P.O. BOX 3005, REDLANDS, CA 92373
- 4. The nature of the interest or estate of the owner is IN FEE
- 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 **NOT APPLICABLE**
- 6. A work of improvement on the property hereinafter described was completed on July 31, 2008 The work done was Resurfacing Program '08, Contract No. 209300-7230/41024
- The name of the contractor for such work of improvement was Hardy & Harper, Inc., 1312 E. Warner Avenue, Santa Ana, CA 92705; Contractor's License No. 215952; and Date of Contract was April 1, 2008
- 8. 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: **Various city streets as shown on "Exhibit A"**
- 9. The street address of said property is N/A

Dated: August 1, 2008

Senior Civil Engineer

Municipal Utilities and Engineering Department, City of Redlands

VERIFICATION

I, the undersigned, say I am the Municipal Utilities and Engineering 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 1, 2008, at Redlands, California.

Municipal Utilities and Engineering Director

Municipal Utilities and Engineering Department, City of Redlands

EXHIBIT A

REDLANDS BOULEVARD - New Jersey Street to Nevada Street
REDLANDS BOULEVARD - Fern Avenue to Palm Avenue
ORANGE STREET- Lugonia Avenue to City Limit
TERRACINA BOULEVARD - Olive Avenue to Fern Avenue
CITRUS AVENUE - Redlands Boulevard to Church Street
CITRUS AVENUE - Cypress Avenue to Dearborn Street