

CHANGE ORDER No. 1

C.O. No. 1

Page 1 of 2

PUBLIC WORKS DEPARTMENT
CHANGE ORDER

PROJECT TITLE: Redlands Municipal Airport Shoulder Stabilization Project
CONTRACT No. 564350-7150/47008 CONTRACT DATE: August 6, 2002
CONTRACTOR: LDANDERSON INC.

The following changes are hereby made to the Contract Documents:

In lieu of bid item no. 3, grade existing surface and compact it to 95% relative compaction per FAA circular item P-152, sterilize the soil per FAA circular item P-217, install 3" of crushed aggregate with a gradation per the attached Cal-West facilmile per FAA circular item P-218. The referenced FAA circulars are attached and made a part of this change order.

Justification:

After discussion with the County Airport Manager and the Palm Springs Airport Manager, the crushed aggregate is a much better solution for airport medians.

CHANGE ORDER No. 1

Contractor Information:**CONTRACTOR: LDANDERSON INC.**

Address: 2750 S. Lilac Ave, Boomington, CA 92316

Phone Number: 879-7970

No.	Item Description	Quantity	Unit	Unit Cost	Cost	Contract/Work
3	Install soil cement by mixing in-place 4 percent Portland Cement, 6-inches deep, and apply bituminous curing, per Item P-155	-433940	SF	0.39	(169,236.60)	Contract
6	Grade existing surface per FAA circular item P-152, sterilize the soil per FAA circular item P-217, install 3" of crushed aggregate per FAA circular item P-218.	433940	SF	0.43	186,594.20	
	Remove existing rocks and soil to 8" below existing grade. Install 3" of crushed aggregate per item No 6 above.	2000	SF	1.00	2,000.00	
7	Change the work hours from the contract to after 5:00 p.m and before 6:00 a.m.	1	LS	20,000.00	20,000.00	
				Total:	\$39,357.60	
Approved Contract Amount:		\$209,636.60	Current Contract Amount: (Adjusted by		\$209,636.60	
Request For Increase (Amt):		208,594.20	Previous Change Order(s))			
Request For Decrease (Amt):		(169,236.60)	Revised Contract Amount			\$248,994.20
Time Extension (work days): 0		Previous Time Extensions: 0			Total Working Days: 15	

Project Completion Date: September 27, 2002

Requested by:

Joseph A. Schulte
CONTRACTOR'S REPRESENTATIVE

Date: 8-27-02

Recommended by:

PROJECT INSPECTOR

Date:

Accepted by:

William B. Hendley
PROJECT MANAGER

Date: 8-28-02

Approved by:

W. H. Haws
MAYOR HAWS

Date: September 3, 2002

Attest:

Lorrie Poyzer
Lorrie Poyzer, City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:



LARRY WALKER
Auditor/Controller – Recorder

R Regular Mail

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

Doc#: **2002 – 0529628**



Titles: 1 Pages: 1

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, this notice must be filed within 10 days after completion of work. 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
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 September 24, 2002. The work done was:
Redlands Municipal Airport Shoulder Stabilization Project
7. The name of the contractor for such work of improvement was: LDAnderson
2750 S. Lilac Ave August 6, 2002
Bloomington, CA 92316 (Date of Contract)
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: City of Redlands Municipal Airport
9. The street address of said property is: 1745 Sessums Drive

Dated: September 25, 2002

Civil 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 September 25, 2002, at Redlands, California.

Public Works Director, Public Works Department, City of Redlands

AGREEMENT

THIS AGREEMENT, made and entered into this 6 ~~Xxx~~/th day of August, 2002, 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 L.D. Anderson, Inc.

a partnership consisting of _____

or an individual trading as _____

of the City of Bloomington, 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 Redlands Municipal Airport Shoulder Stabilization project, complete, all as shown, specified, and made a part of Contract No. 564350-7150/47008.
2. **THE CONTRACT SUM OF:**
3. **TIME FOR COMPLETION:** The work shall be completed within twenty (20) 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:



Mayor, City of Redlands
County of San Bernardino, California

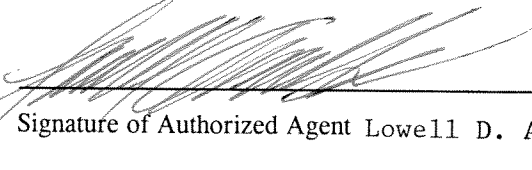
ATTEST:


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

L.D. Anderson, Inc.

Name of Contractor

By:



Signature of Authorized Agent Lowell D. Anderson, Jr. - Pres

President

Signatory's Title

Signature of Authorized Agent (if necessary)

Signatory's Title (if necessary)

636360 "A"
Contractor's License No.

CONTRACTOR SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

} ss.

On August 20, 2002, before me, Barbara S. Guist, Notary Public

Date

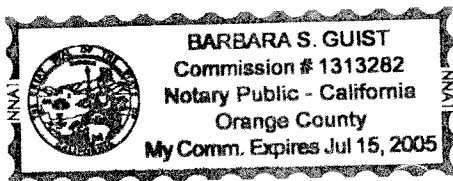
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lowell D. Anderson, President

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

Barbara S. Guist

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

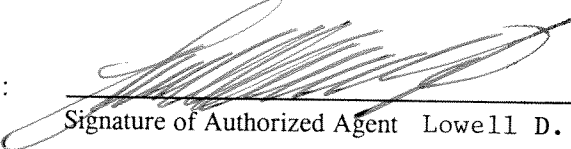
WORKERS' COMPENSATION INSURANCE STATEMENT

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. 564350-7150/47008.

L.D. Anderson, Inc.

Name of Contractor

By:


Signature of Authorized Agent Lowell D. Anderson, Jr.

President

Signatory's Title

636360 A

Contractor's License No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

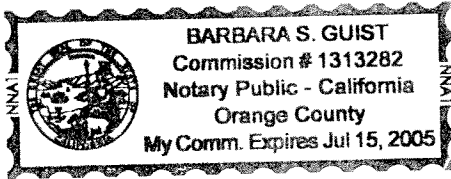
} ss.

On August 20, 2002, before me, Barbara S. Guist, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lowell D. Anderson-Jr.,
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Barbara S. Guist
Signature of Notary Public

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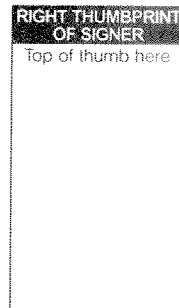
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



Bond No. 0336673
Premium: \$1,467.00 Final Premium
Is Based on Final
Contract Amount

PERFORMANCE BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as City), and L.D. Anderson, 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 August 6th, 2002, and identified as Contract No. 564350-7150/47008, 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 Two Hundred Nine Thousand Six Hundred Thirty Six and 60/100 dollars (\$ 209,636.60) 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 therefore, 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 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 August 20, 2002.

L.D. Anderson, Inc.
Principal (SEAL)

By: 
Signature
Lowell D. ANDERSON, JR.
President

Bond No. 0336673
International Fidelity
Insurance Company (SEAL)
Surety

By: 
Signature
Mark E. Shreckengast, Attorney-in-Fact
Address: 1575 Treat Boulevard, Suite 208
Walnut Creek, CA 94596

Telephone: (925) 256-8760

(Notarial Acknowledgments of Principal and Surety)
** See Attached All-Purpose
Notary Acknowledgment of Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

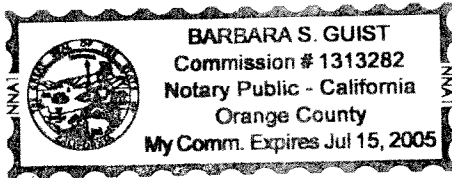
} ss.

On August 20, 2002, before me, Barbara S. Guist,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lowell D. Anderson,
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Barbara S. Guist
Signature of Notary Public

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Capacity(ies) Claimed by Signer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 20, 2002, before me, Julie M. Ormondroyd, Notary Public, personally appeared Mark E. Shreckengast



Personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julie M. Ormondroyd
Signature of Notary Public

Place Notary Seal Above

Optional _____

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Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

____ Individual

____ Corporate Officer - Title(s): _____

____ Partner-____ Limited____ General

X Attorney-in-Fact

____ Trustee

____ Guardian

____ Other: _____

Signer is Representing: _____

PAYMENT BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and L.D. Anderson, 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 August 6th, 2002, and identified as Contract No. 564350-7150/47008, 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 Two Hundred Nine Thousand Six Hundred Thirty Six and 60/100 dollars (\$ 209,636.60) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City 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 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,

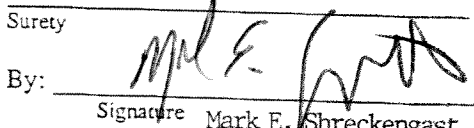
on August 20, 2002.

Bond No. 0336673

L.D. Anderson, Inc. (SEAL)
Principal

International Fidelity
Insurance Company (SEAL)
Surety

By: 
Signature
Lowell D. Anderson, Jr.
President

By: 
Signature Mark E. Shreckengast, Attorney-in-Fact
Address: 1575 Treat Boulevard, Suite 208
Walnut Creek, CA 94596

Telephone: (925) 256-8760

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

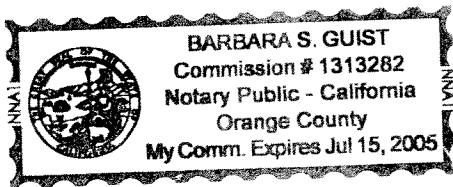
} ss.

On August 20, 2002, before me, Barbara S. Guist,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lowell D. Anderson
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Barbara S. Guist
Signature of Notary Public

OPTIONAL

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Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 20, 2002, before me, Julie M. Ormondroyd, Notary Public, personally appeared Mark E. Shreckengast



Personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julie M. Ormondroyd
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.

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Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

____ Individual

____ Corporate Officer - Title(s): _____

____ Partner- ____ Limited ____ General

X Attorney-in-Fact

____ Trustee

____ Guardian

____ Other: _____

Signer is Representing: _____

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

MARK E. SHRECKENGAST, CANDY M. COONS

Los Angeles, CA.

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, statute, 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 bond or undertaking to which it is attached.



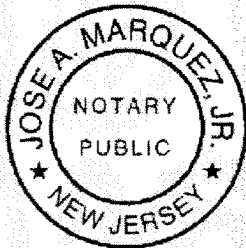
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]
Vice-President

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said 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.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2005

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 20th day of

August, 2002

[Signature]
Assistant Secretary