

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



LARRY WALKER
Auditor/Controller – Recorder

C Priority Mail

11/09/2005
9:05 AM
MP

Doc#: 2005-0844532



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

FEES NOT REQUIRED
PER GOVERNMENT CODE
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 October 31, 2005. The work done was:
Reconstruct Runway 8-16 and Taxiway at Redlands Municipal Airport, Project 7-0420
- The name of the contractor, if any, for such work of improvement was: Laird Construction Co. Inc.
(If no contractor for work of improvement as a whole, insert "none".) December 29, 2004
(Date of Contract)
- The property on which said work of improvement was completed is in the incorporated area of Redlands
County of San Bernardino, State of California, and is described as follows: Redlands Municipal Airport
- The Street address of said property is 1745 Sessums Drive, Redlands, CA
(If no street address has been officially assigned, insert "none".)

Dated: October 31, 2005
Verification for Individual Owner

Rudy Victorio
Rudy Victorio, Project Engineer
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 October 31, 2005, 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.)

10 percent over the initial amount, and authorized the Mayor and City Clerk to execute the document on behalf of the City.

Community Meeting - Hillside Memorial Park - On motion of Councilmember George, seconded by Councilmember Gil, the City Council unanimously authorized the Municipal Utilities Department to conduct a community meeting at Hillside Memorial Park regarding installation of cellular communication towers and support facilities.

Bear Valley Mutual Water Company Stock Purchase - Due to a potential conflict of interest, Councilmember Gilbreath retired from the Council Chambers and did not participate in this matter; a Public Disclosure of Potential Conflict of Interest form is on file in the Office of the City Clerk. On motion of Councilmember George, seconded by Councilmember Peppler, the City Council approved, by AYE votes of all present, the purchase of three (3) shares of Bear Valley Mutual Water Company stock from Casimir Zyss for a total price of \$375.00.

Contract Award - Redlands Municipal Airport - Bids were opened and publicly declared on December 2, 2004, by the City Clerk for the Runway and Taxiway Rehabilitation Project at the Redlands Municipal Airport (Project No. 7-0240); a bid opening report is on file in the Office of the City Clerk. It was the recommendation of the Municipal Utilities Department that the responsible bidder submitting the bid for said project which will result in the lowest cost for the City was Laird Construction in the amount of \$1,399,738.96 and it would be in the best interest of the City that this contract be awarded to said firm. On motion of Councilmember George, seconded by Councilmember Gil, the City Council unanimously approved this recommendation, authorized the Mayor and City Clerk to execute the documents on behalf of the City, and authorized staff to approve costs within the funds available.

Contract - Customer Information System - On motion of Councilmember George, seconded by Councilmember Gil, the City Council unanimously approved an annual software maintenance and support contract with Systems & Software, Inc. for support of application software and hardware products and authorized the Mayor and City Clerk to execute the document on behalf of the City.

Purchase of Collection Trucks - On motion of Councilmember George, seconded by Councilmember Gil, the City Council unanimously authorized the purchase of three (3) LNG automated collection trucks from Carmenita Truck Center in the amount of \$660,095.90.

Amendment - Property Purchase Agreement - Standard Pacific Homes - On motion of Councilmember George, seconded by Councilmember Gil, the City

DEC 24 2004

LAIRD CONST. CO., INC.

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of December, 2004, 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 Laird Construction Co., Inc. of the City of Rancho Cucamonga, 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:

Construction of the Redlands Municipal Airport Runway 8/26, Taxiway Rehabilitation Project, complete, as required by the Contract Documents and Specifications for the **REDLANDS MUNICIPAL AIRPORT RUNWAY 8/26, TAXIWAY REHABILITATION PROJECT, Project No. 7-0420.**

2. **THE CONTRACT SUM:** \$ 1,399,738.96 in accordance with the terms and conditions set forth in the Contract Documents.

A. 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 City pursuant to an Escrow Agreement as set forth in the Public Contract Code, Section 22300.

3. **TIME FOR COMPLETION:** Runway closure work shall be completed within twenty one (21) calendar days from and after the date of the notice to proceed, including removals, structural section construction and paving, striping and runway edge lighting.

Completion of taxiways not requiring runway closure is to be completed within thirty five (35) calendar days from and after the date of the Notice to Proceed.

Electrical facilities with long lead time is to be completed within ninety (90) calendar 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 of **\$1,000** 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 **\$1,000** 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 documents, under the Agreement, includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Conditions, Special Provisions 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 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 Contract 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 Contract Code, Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.
8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and any subcontractors 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.
9. **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.
10. **SUCCESSORS AND ASSIGNS:** 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.
11. **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 City and Contractor.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract:

City of Redlands
Municipal Utilities Department
**REDLANDS MUNICIPAL AIRPORT RUNWAY 8/26,
TAXIWAY REHABILITATION PROJECT**
Project No. 7-0420

Labor Code, Section 3700, provides, in part that:

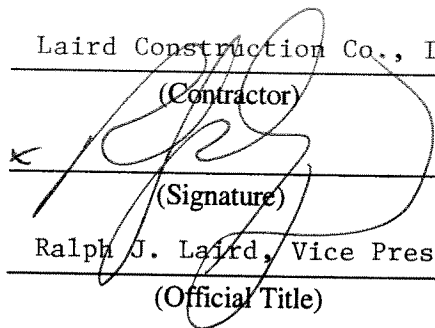
"Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (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 worker's 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)

Dated this 29th day of December, 2004.

Laird Construction Co., Inc.

(Contractor)


(Signature)
Ralph J. Laird, Vice President

(Official Title)

(SEAL)

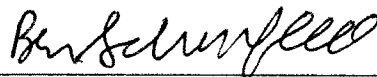
(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

ALL-PURPOSE ACKNOWLEDGEMENT

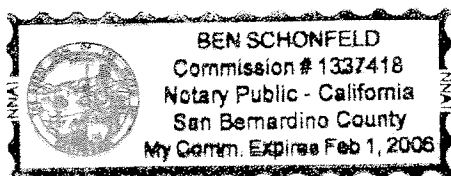
State of California
County of San Bernardino

On 12/29/04 before me, Ben Schonfeld, Notary Public, personally appeared Ralph J. Laird, 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 entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Ben Schonfeld



DEC 28 2004

BOND #08739346
PREMIUM: \$8,843**PERFORMANCE BOND**
LAI RD CONST. CO., INC.

Whereas, the City Council of the City of Redlands, State of California, and Laird Construction Co. Inc., (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated airport improvements, which said agreement, dated December 22, 2004, and identified as **Construction of the REDLANDS MUNICIPAL AIRPORT RUNWAY 8/26, TAXIWAY REHABILITATION PROJECT**, Project No. 7-0420 is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said project.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Redlands (hereinafter call "City"), in the penal sum of One million three hundred ninety nine thousand seven hundred thirty eight dollars and ninety six cents (\$ 1,399,738.96) 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 hers heirs, executors, administrator, 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 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 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 reasonable 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 above named, on
DECEMBER 27 20 04

LAIRD CONSTRUCTION CO., INC. (SEAL)

(Contractor)

BY: x

(Signature)

Ralph J. Laird, Vice President
December 29, 2004

(Seal and Notarial Acknowledgment of
Surety)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

(Surety)

BY:

(Signature) CHARLES L. FLAKE

Address: 801 N. BRAND BLVD., SUITE PENTHOUSE
GLENDALE, CA 91203

Telephone (818) 409-2800

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

On 12-27-04 before me, LEXIE SHERWOOD - NOTARY PUBLIC

personally appeared CHARLES L. FLAKE 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.

Lexie Sherwood
Signature of Notary Public



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.

DESCRIPTION OF ATTACHED DOCUMENT

PERFORMANCE BOND

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES 1 **DATE OF DOCUMENT** 12-27-04

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL ☐ CORPORATE OFFICER

TITLE(S) _____

☐ PARTNER(S) ☒ ATTORNEY-IN-FACT ☐ TRUSTEE(S)

☐ OTHER: _____

SIGNER IS REPRESENTING: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
NAME OF PERSON(S) OR ENTITY(S)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard A. COON, Karen CHANDLER, Charles L. FLAKE, David L. CULBERTSON, Matthew P. FLAKE and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons.

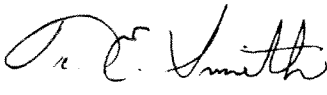
The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 23rd day of April, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND




T. E. Smith Assistant Secretary

By: 
Paul C. Rogers Vice President

State of Maryland }
City of Baltimore } ss:

On this 23rd day of April, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Dennis R. Hayden Notary Public
My Commission Expires: February 1, 2005

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 27TH day of DECEMBER, 2004.



Assistant Secretary

ALL-PURPOSE ACKNOWLEDGEMENT

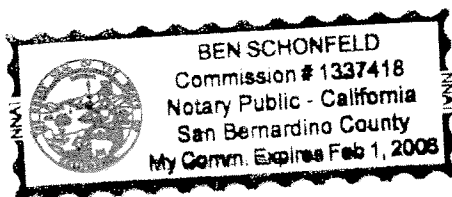
State of California
County of San Bernardino

On 12/29/04 before me, Ben Schonfeld, Notary Public, personally appeared Ralph J. Laird, 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 entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Ben Schonfeld



LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Laird Construction Co., Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated airport improvements, which said agreement, dated December 22, 2004, and identified as **REDLANDS MUNICIPAL AIRPORT RUNWAY 8/26, TAXIWAY REHABILITATION PROJECT**, Project No. 7-0420 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 file a good and sufficient payment bond with the City of Redlands 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 firmly bound unto the City of Redlands and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One million three hundred ninety nine thousand seven hundred thirty eight dollars and ninety six cents (\$ 1,399,738.96) 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 of Redlands 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
DECEMBER 27 20 04

LAIRD CONSTRUCTION CO., INC. (SEAL)
(Contractor)
BY: X (Signature)
Ralph J. Laird, Vice President
December 29, 2004

(Seal and Notarial Acknowledgment of Surety)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)
(Surety)
BY: (Signature) CHARLES L. FLAKE
Address: 801 N. BRAND BLVD., SUITE PENTHOUSE
GLENDALE, CA 91203
Telephone (818) 409-2800

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

On 12-27-04 before me, LEXIE SHERWOOD - NOTARY PUBLIC

personally appeared CHARLES L. FLAKE 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.

Lexie Sherwood
Signature of Notary Public



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.

DESCRIPTION OF ATTACHED DOCUMENT

PAYMENT BOND

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES 1 **DATE OF DOCUMENT** 12-27-04

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL ☐ CORPORATE OFFICER _____
TITLE(S)

☐ PARTNER(S) ☒ ATTORNEY-IN-FACT ☐ TRUSTEE(S)

☐ OTHER: _____

SIGNER IS REPRESENTING: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
NAME OF PERSON(S) OR ENTITY(S)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard A. COON, Karen CHANDLER, Charles L. FLAKE, David E. CULBERTSON, Matthew P. FLAKE and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

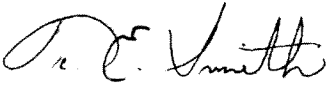
The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of April, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND




T. E. Smith Assistant Secretary

By: 
Paul C. Rogers Vice President

State of Maryland } ss:
City of Baltimore }

On this 23rd day of April, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Dennis R. Hayden Notary Public
My Commission Expires: February 1, 2005

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 27TH day of DECEMBER, 2004.


Assistant Secretary

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived . This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States;

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.

PRODUCER CROSBY INS., INC. P.O. BOX 31150 ANAHEIM CA 92809 Phone: 714-221-5200 Fax: 714-221-5210		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.	
INSURED LAIRD CONSTRUCTION CO. CORP. 9460 Lucas Ranch Road Rancho Cucamonga CA 91730-5797		INSURERS AFFORDING COVERAGE INSURER A: Lexington Ins Co INSURER B: The Netherlands Insurance Co. INSURER C: STATE COMPENSATION INS. FUND INSURER D: Lexington Ins Co INSURER E: TRAVELERS INDEMNITY CO OF IL	NAIC #

COVERAGES

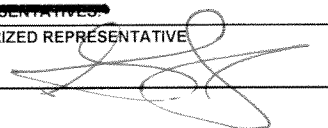
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES 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 LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ XCU Inc ☒ BFPD Contr Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	2845345	03/31/04	03/31/05	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	BA9806063	01/01/04	01/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
D	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	BE9745383	03/31/04	03/31/05	EACH OCCURRENCE \$ 9000000 AGGREGATE \$ 9000000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0460008696-04	01/01/04	01/01/05	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
E	OTHER Inland Marine	QT660142D5196-TIL-04	01/01/04	01/01/05	Lsd/Rent \$100,000 Ded \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Redlands Municipal Airport Runway 8/26, Taxiway Rehabilitation Project, Project #7-0420. The City of Redlands and the Consultant are named as additional insureds. Work Comp Waiver of Subrogation to follow from company. *10 Day Notice of Cancellation for Non-Payment of Premium.
 (xx/pr/wcwave)

CERTIFICATE HOLDER

CANCELLATION

CITREDL City of Redlands P.O. Box 3005 Redlands CA 92373	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE REQUIRED TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY HAND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
	

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Redlands and Consultant

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respects to liability arising out of your ongoing operations performed for that insured.

B. With respect to insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

ENDORSEMENT # 023

This endorsement, effective 12:01 AM, 03/31/04

Forms a part of policy no.: 2845345

Issued to: Laird Construction Co Corp

By: **Lexington Insurance Co**

PRIMARY WORDING/NON CONTRIBUTORY

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is further agreed that such insurance as is afforded by the policy for the benefit of the Additional Insureds shall be primary insurance, but only as respect any Claims, Loss or Liability arising of the Named Insureds operations and any insurance maintained by the Additional Insured shall be noncontributing.

All other terms remain unchanged.