

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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



LARRY WALKER
Auditor/Controller – Recorder

R Regular Mail

Doc#: 2002 – 0503239



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 3, 2002. The work done was:
Transit Center Street Improvements, Phase I, Contract No. 240300-7230/47003.
7. The name of the contractor for such work of improvement was: JDC, Inc.
P.O. Box 3448, Rancho Cucamonga CA 91729
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: The intersection of Redlands Boulevard and Third Street
9. The street address of said property is: N/A

March 19, 2002
(Date of Contract)

Dated: September 9, 2002

Senior Engineer, Public Works Department, City of Redlands

VERIFICATION

I, the undersigned, say I am the Public Works Director of the declarant of the foregoing Notice of Completion, and have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on September 9, 2002, at Redlands, California.

Public Works Director, Public Works Department, City of Redlands

parking spaces, storage space, and a play area for children not involved in the field use.



Funds - Contract Award - Transit Street Improvements Project - Bids, which were advertised for a second time for the Transit Street Improvements Project, were opened and publicly declared on December 6, 2001, by the City Clerk for this project; a bid opening report is on file in the Office of the City Clerk. It was the recommendation of the Public Works Department that the responsible bidder submitting the bid for said project which will result in the lowest cost for the City was JDC, Inc., Rancho Cucamonga, in the amount of \$469,355.00, and it would be in the best interest of the City that this contract be awarded to said firm. This bid exceeds the consultant engineer's estimated cost as well as the available PVEA grant funds available from SANBAG. Councilmember Gilbreath moved to appropriate additional funds in the amount of \$196,500.00 for the construction of the Transit Street Improvements Project. Thanking Public Works Director Mutter, Finance Director Johnson, and Councilmember Gilbreath for their efforts on this project, Councilmember George seconded by motion. The motion carried unanimously. Councilmember Gilbreath moved to award the contract for construction of the Transit Street Improvements Project to JDC, Inc. in the amount of \$469,355.00. Motion seconded by Councilmember George and carried unanimously.

PUBLIC COMMENTS

None forthcoming.

ADJOURNMENT

There being no further business, the City Council meeting adjourned at 8:23 P.M. The next regular meeting will be held on April 2, 2002.

City Clerk

City of Redlands
Office of the City Clerk
Bid Opening Report

The following bids were opened on the 6th day of December, 2001, at 2:00 P.M. on behalf of the Public Works Department for the Transit Center Street Improvements Project, Contract No. 240300-7230/47003, Pre-Bid Estimate: \$315,000.00. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

Contractor	Bid Signed	Bid Bond	Bid Amount
1. JDC, Inc., Rancho Cucamonga	x	x	\$469,355.00
2. Hillcrest Contracting, Inc., Corona	x	x	474,775.70
3. 4-Con Engineering, Inc., Fontana	x	x	512,215.00
4. Holland-Lowe Construction, Inc., San Bernardino	x	x	529,207.00
5. Laird Construction Co., Inc., Rancho Cucamonga	x	x	536,105.00

Lorrie Poyzer, City Clerk
City of Redlands, California

XC: Councilmembers
City Manager
City Treasurer
City Clerk
Department Head
Press

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of March, 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 JDC, 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:
To perform construction of the Transit Center Street Improvements project, complete, all as shown, specified, and made a part of Contract No. 240300-7230/47003.
2. **THE CONTRACT SUM OF: \$469,355.00**
3. **TIME FOR COMPLETION:** The work shall be completed within one-hundred and twenty (120) 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

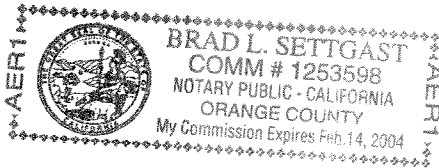
State of California }
County of Orange } ss.

On March 21, 2002, before me, Brad L. Settgast, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared James De Armond,

☒ 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 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.

Signature of Notary Public

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): _____
☐ Partner --- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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

CONTRACTOR SEAL

By:

JDC, Inc.

Name of Contractor



Signature of Authorized Agent

PRESIDENT

Signatory's Title

Signature of Authorized Agent (if necessary)

Signatory's Title (if necessary)

689334 A

Contractor's License No.

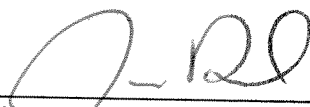
WORKERS' COMPENSATION INSURANCE STATEMENT

I, the undersigned and authorized agent for the contractor, am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under the City's Contract No. 240300-7230/47003.

JDC, Inc.

Name of Contractor

By:


Signature of Authorized Agent

PRESIDENT.
Signatory's Title

689334 A

Contractor's License No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

ss.

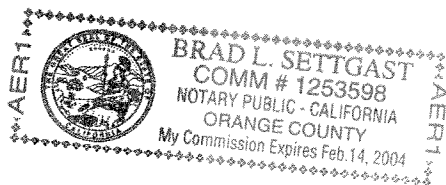
On March 21, 2002
Date

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

Personally appeared James De Armond

- ☒ 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 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.

Signature of Notary Public

OPTIONAL

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner --- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Signer is Representing: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as City), and JDC, 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 March 19, 2002, and identified as Contract No. 240300-7230/47003, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient faithful performance bond with the City.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City in the sum of FOUR HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED* dollars (\$ 469,355.00) 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 true intent and meaning, and shall defend, indemnify and save harmless the City, its elected officials, officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

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

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

on MARCH 21, 2002.

Bond No. 08083099

JDC, INC. (SEAL)
Principal

FIDELITY AND DEPOSIT
COMPANY OF MARYLAND (SEAL)
Surety

By: [Signature] PRES.
Signature

By: [Signature]
Signature J.W. JOHNSON, ATTORNEY-IN-FACT
Address: 225 S. LAKE AVE.,
STE. 700
PASADENA, CA 91101

Telephone: (626) 792-2311

(Notarial Acknowledgments of Principal and Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

ss.

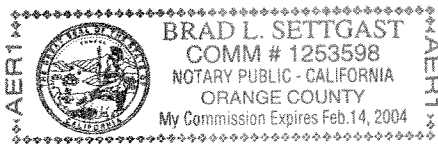
On March 21, 2002
Date

, before me, Brad L. Settgaest, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared J.W. Johnson

- ☒ 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 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.

Signature of Notary Public

OPTIONAL

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Title or Type of Document: BOND

Document Date: March 21, 2002 Number of Pages: _____

Signer(s) Other Than Named Above: JDC, INC.

Capacity(ies) Claimed by Signer

Signer's Name: J.W. JOHNSON

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

RIGHT THUMBPRINT
OF SIGNER

Signer is Representing: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

ss.

On March 21, 2002

Date

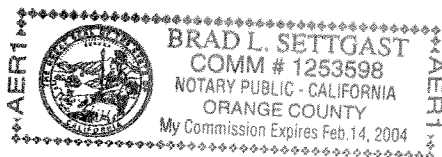
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Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared James De Armond

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Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Signer is Representing: _____

PAYMENT BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and JDC, 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 March 19, 2002, and identified as Contract No. 240300-7230/47003, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient labor and materials payment bond with the City to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and any other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California in the sum of FOUR HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED* dollars (\$ 469,355.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

on MARCH 21, 2002.

JDC, INC. (SEAL)
Principal

By: [Signature] PRESIDENT.
Signature

Bond No. 08083099
FIDELITY AND DEPOSIT
COMPANY OF MARYLAND (SEAL)
Surety

By: [Signature]
Signature J.W. JOHNSON, ATTORNEY-IN-FACT
Address: 225 S. LAKE AVE., STE. 700

PASADENA, CA 91101

Telephone: (626) 792-2311

(Notarial Acknowledgments of Principal and Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

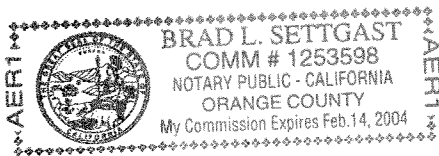
State of California }
 County of Orange } ss.

On March 21, 2002, before me, Brad L. Settgest, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared J.W. Johnson,

- ☒ 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 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.



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Brad L. Settgest
 Signature of Notary Public

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Signer(s) Other Than Named Above: JDC, INC.

Capacity(ies) Claimed by Signer

Signer's Name: J.W. JOHNSON

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

RIGHT THUMBPRINT
 OF SIGNER

Signer is Representing: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by W. B. WALBRECHER, 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 **J. W. Johnson, of Fullerton, California**, 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. This power of attorney revokes that issued on behalf of J. W. Johnson, dated January 19, 1998.

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 19th day of November, A.D. 1999.

ATTEST:



T. E. Smith

Assistant Secretary

By:

W. B. Walbrecher

Vice-President

State of Maryland
County of Baltimore

ss:

On this 19th day of November, A.D. 1999, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. Walbrecher, 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.



Carol J. Fader

Notary Public

My Commission Expires: August 1, 2000

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

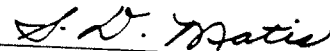
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President 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

21ST day of MARCH, 2002



Assistant Secretary