

CITY OF REDLANDS

COMMUNITY DEVELOPMENT DEPARTMENT

BID OPENING REPORT

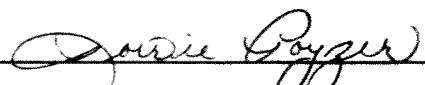
Bids were opened on the 17th day of May, 1990 at 2:00 ~~PM~~ p.m.

For: Redlands Day Nursery Improvements
1222 Indiana Court, Redlands

Contract No.: 23-6820-2960

Pre-Bid Estimate: \$81,944.00

CONTRACTOR	Addendum	BID BOND	BID SIGNED	BID AMOUNT:
1. <u>Zander Smith Construction, Redlands</u>	x	x	no	\$ 94,579.59
2. <u>Quality West Construction, Vista</u>	x	x	x	97,030.00
3. <u>Cunningham Davis Corporation, Fontana</u>	x	x	x	98,180.00
4. <u>D. W. Jensen Corporation, Temecula</u>	no	x	x	117,320.00
5. <u>L & S Construction/Development, Alta Loma</u>	x	x	x	133,903.00
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				

Signed: 
 Date: May 17, 1990

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER
 THE BIDS HAVE BEEN COMPLETELY REVIEWED.

NOTICE INVITING SEALED PROPOSALS (BIDS)
for

REDLANDS DAY NURSERY IMPROVEMENTS

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed proposals (Bids) up to the hour of 2:00 p.m. on the 17th of May 1990, and marked:

BID FOR: Redlands Day Nursery Improvements Project, Contract
No. 23-6820-2960.

The City Council of the City of Redlands reserves the right to reject any and all bids and award contracts in the best interests of the City.

Plans may be seen and forms of proposals, bonds, contracts and specifications may be obtained at the office of the Community Development Director, City Hall, Redlands, California, upon payment of Twenty-five Dollars (\$25.00) per set, which will not be refunded. (Add \$10.00 for postage and handling if mailing is requested, this is non-refundable.)

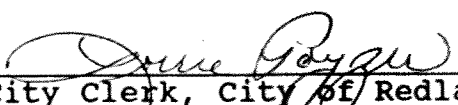
Each proposal (Bid) shall be made out or submitted on a form to be obtained at the office of the Community Development Director and must be accompanied by a cashier's check, a certified check, or a bidder's admitted corporate surety bond in an amount not less than ten percent (10%) of the amount of the bid, made payable to the order of the City of Redlands, and each bid proposal shall be sealed and filed with the City Clerk at or before the time in this Notice provided. The above-mentioned check or bond shall be given as a guarantee that the bidder will enter into a contract with the City if awarded the work, and will be declared forfeited if the successful bidder refuses to enter into said contract.

The successful bidder will be required to furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price and a 100% labor and material bond, said bonds to be obtained from a surety company satisfactory to the City.

All terms and conditions contained in the contract documents including the Information to Bidders shall become a part of the contract. No bidder may withdraw their bid for a period of forty-five (45) days after the time set for the opening thereof.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Dated this April 5, 1990.



City Clerk, City of Redlands
San Bernardino County, California

A G R E E M E N T

THIS AGREEMENT, made and entered into this 10th day of September, 1990, 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 _____

Zander Smith General Contractor

a partnership consisting of _____
or an individual trading as sole proprietor
of the City of Redlands 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:

Tenant improvements to Redlands Day Nursery Improvements Project all as shown on the plans and as specified in Contract No. 23-6820-2960.

2. THE CONTRACT SUM: \$90,404.59 - Ninety thousand four hundred four dollars and fifty-nine cents

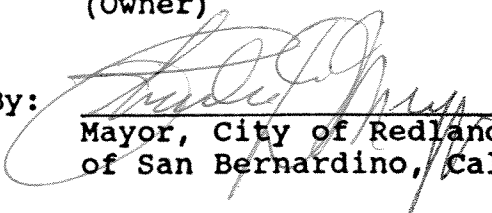
3. TIME FOR COMPLETION: The work to be completed within one hundred fifty (150) calendar days from and after the date of the Notice to Proceed.

4. CONTRACT DOCUMENTS: The complete contract includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposals and Bid Form, Bid Bond, Agreement, Faithful Performance Bond, Labor and Material Bond, Plans and Specifications and any addenda thereto.

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

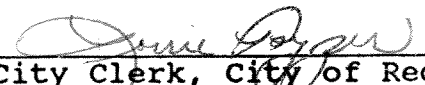
(SEAL)

City of Redlands
(Owner)

By: 

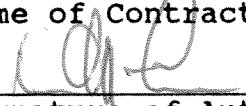
Mayor, City of Redlands, County
of San Bernardino, California

ATTEST:


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

(SEAL)

Zander Smith
Name of Contractor

By: 

Signature of Authorized Agent

Project Superintendent
Title

Signature of Authorized Agent (if necessary)

Title

Contractor's License No.

FAITHFUL PERFORMANCE BOND
PREMIUM ON THIS BOND IS FULLY EARNED UPON EXECUTION!
KNOW ALL PERSONS BY THESE PRESENTS

BOND NUMBER: 1221546
PREMIUM: \$2,837.00

That ZANDER SMITH GENERAL CONTRACTOR as Contractor,
and AMWEST SURETY INSURANCE COMPANY as Surety,

are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of NINETY-FOUR THOUSAND, FIVE HUNDRED SEVENTY-NINE AND 59/100 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

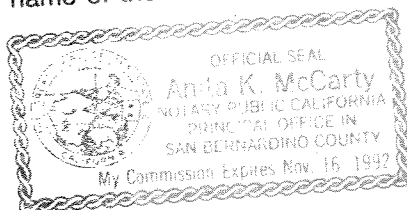
WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the City's Contract No. 23-6820-2960.

NOW THEREFORE, if said Contractor shall perform all of the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and in effect until 90 days after completion.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alteration or extensions of the contract is hereby waived by said Surety.

STATE OF CALIFORNIA, COUNTY OF San Bernardino ss.

On SEPTEMBER 10, 1990, before me a Notary Public, within and for the said County and State, personally appeared Matthew C. Welty, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney in Fact of and for the AMWEST SURETY INSURANCE COMPANY, and acknowledged to me that he subscribed the name of the AMWEST SURETY INSURANCE COMPANY thereto as Surety, and his own name as Attorney in Fact.



Anita K. McCarty
NOTARY PUBLIC

UN-A9008 (REV. 2/90) 0

Telephone No. (114) 888-2277

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

KNOW ALL PERSONS BY THESE PRESENTS,

PREMIUM INCLUDED IN PERFORMANCE BOND.

That ZANDER SMITH GENERAL CONTRACTOR as Contractor
 and AMWEST SURETY INSURANCE COMPANY as Surety,
 are held and firmly bound unto the City of Redlands, hereinafter
 called City, in the sum of NINETY-FOUR THOUS, FIVE HUND SEVENTY-NINE AND 59/100
 for the payment of which sum well and truly to be made, we bind
 ourselves, our heirs, executors, administrators, successors, and
 assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into
 the annexed contract with said City to perform all work required
 under the City's Contract No. 23-6820-2960.

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay
 for any materials, equipment, or other supplies, or for rental of
 same, used in connection with the performance of work contracted to
 be done, or for amounts due under applicable State law for any work
 or labor thereon, said Surety will pay for the same in an amount not
 exceeding the sum specified above, and, in the event suit is brought
 upon this bond, a reasonable attorney's fee to be fixed by the
 court. This bond shall inure to the benefit of any persons,
 companies, or corporations entitled to file claims under applicable
 State law and will remain in force until 90 days after completion.

PROVIDED, that any alterations in the work to be done or the
 materials to be furnished, which may be made pursuant to the terms
 of said contract, shall not in any way release
 Contractor or Surety.

STATE OF CALIFORNIA, COUNTY OF San Bernardino ss.

On SEPTEMBER 10, 1990, before me a Notary Public, within and for the said
 County and State, personally appeared Matthew C. Welty, known
 to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within
 instrument as the Attorney in Fact of and for the AMWEST SURETY INSURANCE COMPANY, and acknowledged to me
 that he subscribed the name of the AMWEST SURETY INSURANCE COMPANY thereto as Surety, and his own name
 as Attorney in Fact.



Anita K. McCarty
 NOTARY PUBLIC

UN-A9008 (REV. 2/90) ①

REDLANDS, CA. 92408
 Telephone No. (714) 888-2277

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

POWER NUMBER

E44733

BOND NUMBER

1221546

This Power of Attorney has been delivered in connection with the above bond number.



AMWEST SURETY INSURANCE COMPANY
P.O. BOX 4500, WOODLAND HILLS, CA 91365-4500
(818) 704-1111

LIMITED POWER OF ATTORNEY (READ CAREFULLY)

To be used only in conjunction with the bond specified herein.

VOID IF NOT USED BY:

JANUARY 1, 1991

No Power of Attorney on this form shall be valid as to bonds, undertakings, recognizances or other written obligations in the nature thereof executed on or after said expiration date.

NAME OF PRINCIPAL: ZANDER SMITH GENERAL CONTRACTORPENAL SUM \$ 94,579.59***NAME OF OBLIGEE: CITY OF REDLANDS

This Power of Attorney may not be used in conjunction with any other power of attorney. This Power of Attorney is void if altered or erased. This document is printed on blue paper with black and red ink. This power of attorney bears a raised seal of **AMWEST SURETY INSURANCE COMPANY**. Only originals of this Power of Attorney are valid. No representations or warranties regarding this Power of Attorney may be made by any person other than an authorized officer of **AMWEST SURETY INSURANCE COMPANY**, and must be in writing. Questions or inquiries regarding this Power of Attorney must be addressed to **AMWEST SURETY INSURANCE COMPANY** at the address and telephone number set forth at the top of this Power of Attorney, Attention: Underwriting Department. This Power of Attorney shall be governed by the laws of the State of California. Any power of attorney used in connection with any bond issued by **AMWEST SURETY INSURANCE COMPANY** on or after February 21, 1989 must be on Amwest Form UN-A1007 (REV. 2/89). All other previous power of attorney forms issued by **AMWEST SURETY INSURANCE COMPANY** have been revoked and are of no further force or effect.

KNOW ALL MEN BY THESE PRESENTS, that **AMWEST SURETY INSURANCE COMPANY**, A CALIFORNIA CORPORATION, (the "Company"), does hereby make, constitute and appoint

MATTHEW C. WELTY AS EMPLOYEE OF AMWEST SURETY INSURANCE COMPANY

its true and lawful Attorney(s)-In-Fact, with limited power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Bid Bonds up to \$250,000;
Contract, Court & Subdivision Bonds up to \$500,000;
Small Business Administration Guaranteed Bonds up to \$1,250,000;
License & Permit Bonds up to \$100,000;
Miscellaneous Bonds up to \$25,000.

and to bind **AMWEST SURETY INSURANCE COMPANY** thereby. This appointment is made under and by authority of the following provisions of the By-Laws of the Company, which are now in full force and effect:

Article III, Section 7 of the By-Laws of **AMWEST SURETY INSURANCE COMPANY**

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by **AMWEST SURETY INSURANCE COMPANY** at a meeting duly held on

RECORDING REQUESTED BY
AND
AND WHEN RECORDED MAIL TO

RECORDED IN
OFFICIAL RECORD

1991 JUN -6 AM 10:31

SAN BERNARDINO
CO., CALIF.

91-211962

Name City Clerk's Office
City of Redlands
Street P. O. Box 3005
Address Redlands, CA 92373
City &
State

NO FEE
R

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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:

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 30 Cajon Street
Redlands, CA
4. 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")

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:
NAMES ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on February 28, 1991 the work done was:

7. The name of the contractor, if any, for such work of improvement was Zander Smith General Contractor
September 10, 1990

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

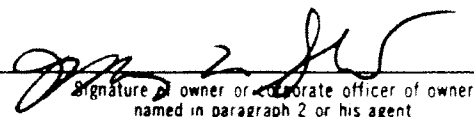
8. The property on which said work of improvement was completed is in the city of Redlands,

County of San Bernardino State of California, and is described as follows: interior: improvements
to existing day nursery; exterior improvements: replaced existing
play equipment.

9. The street address of said property is 1222 Indiana Court

(If no street address has been officially assigned, insert "none".)

Dated: May 23, 1991
Verification for Individual Owner


Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

Jeffrey L. Shaw, Community Development Dir

NOTICE OF COMPLETION

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NAMES ADDRESSES
N/A

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September 10, 1990

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

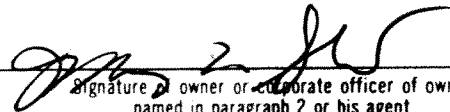
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9. The street address of said property is 1222 Indiana Court
(If no street address has been officially assigned, insert "none".)

Dated: May 23, 1991

Verification for Individual Owner



Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

Jeffrey L. Shaw, Community Development Director

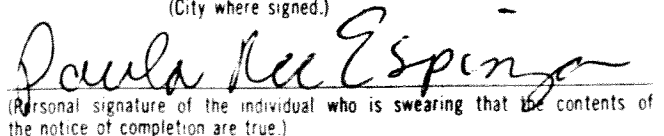
VERIFICATION

I, the undersigned, say: I am the Project Manager of the declarant of the foregoing
("President of", "Manager of", "A partner of", "Owner of", etc.)

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 May 23, 1991, at Redlands, California.
(Date of signature.) (City where signed.)



(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)

Paula Rae Espinoza
Associate Planner/CDBG Administrator