DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, made and entered AUGUST , 1991, by and between the conference of Redlands, San Bernardino County "Owner."	ween <u>SCHULER ENGINEERING</u> after referred to as "Contractor"	day of and City red to as
WIT	NESSETH:	
That for and in consideration of the and exchanged, Owner and Contractor	e promises and agreements hereina agree as follows:	fter made
1. That Contractor shall complete to Contract No. 27-8981-4735 in accordance adopted by the City Council of Owner	the Work generally described as fo ance with the Contract Documents to t, as prepared by John Carollo Eng	therefor
2. That Owner will pay Contractor paccordance with the provisions of the on the appropriate fund or funds as Owner, and set forth in this Agreeme	ne Contract Documents, with warran required, at the prices bid. acc	its drawn
Lump Sum Bid	\$One-Million, Two-Hundred Ei	lghtv-Four
\$1,284,538.00	Thousand, Five-Hundred Thir	
		Dollars
	and No	Cents
Bid Alternate A, [Add/Deduct]	\$ <u>.</u>	
Price		
\$4,000.00	\$Four-Thousand	Dollars
	and No	Cents

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- 3. Contractor agrees to complete said Work within the Contract Time of two hundred forty (240) working days, from the date of the Notice to Proceed, to the satisfaction of Owner before final payment is made.
- 4. Time is of the essence on this Contract.
- 5. Contractor agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by Owner, and that it is and will be impracticable to determine the actual damage which Owner will sustain in the event and by reason of such delay, and it is therefore agreed that Contractor shall pay to Owner the amount of One Thousand (\$1,000.00) dollars for each calendar day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by Owner, as liquidated damages and not as penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by Owner, and Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, Contractor agrees that Owner may deduct the amount thereof from any money due or that may become due to Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

- 6. That Contractor will pay, and will require Subcontractors to pay, employees on the Work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the Contract Documents.
- 7. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to Owner, as a penalty, not more that Fifty (50) Dollars for each day, or portion thereof, for each worker paid, either by Contractor or any Subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the Work.
- 8. That, except as provided in Section 1815 of the California Labor Code, in the performance of the Work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by Contractor or any Subcontractor; that Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that Contractor shall forfeit to Owner, as a penalty, the sum of Twenty-Five (25) Dollars for each worker employed in the execution of the Work by Contractor or any Subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
- 9. That Contractor shall carry worker's compensation insurance and require Subcontractors to carry workmen's compensation insurance as required by the California Labor Code.
- 10. That Contractor shall have furnished, prior to execution of the Contract, two bonds approved by Owner, one in the amount of One Hundred (100) Percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of One Hundred (100) Percent of the Contract Price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by Owner.
- 11. That this Agreement, by reference, includes the Contract Documents defined in Document 00700 General Conditions.

IN WITNESS WHEREOF, said Contractor and the City of Redlands, by Resolution No. No. of the City Council of Owner thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

SCHULER ENGINEERING CORPORATION	City of Redlands
Contractor	SAN BERNARDING COUNTY, CALIFORNIA
By All	By New York
Bruce A. Schuler	Mayor, City of Redlands
Presid ent	ATTEST: Joure Hoyau
Title	City Clerk, City of Redlands
Contractor	City

Seal

Seal

* * * END OF DOCUMENT 00500 * * *

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the City of Redlands, San Bernardino County, California, hereinafter designated the "Owner," has, on August 28, , 1991, awarded to Schuler Engineering Corporation _____, hereinafter

designated as the "Principal," a contract for the construction of Contract No. 27-8981-4735.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, WE, the Principal, and Fidelity and Deposit Company of Maryland ____, as Surety, are held and firmly bound unto the Owner the penal sum of One Million Two Hundred Eighty Four Thousand Five Hundred Thirty Eight ----- dollars (\$ 1.284.538.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on its 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 indemnify and save harmless, Owner and Engineer, their 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 virtue and Principal and Surety, in the event suit is brought on this bond, will pay to Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of said contract, during which time if the above bounden Principal, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect said Owner from loss of damage made evident during said period of one year from the date of acceptance of the work under said contract, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract 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 contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this <a href="https://linear.com/linea

	SCHULER ENGINEERING CORPORATION
	Principal
(Seal)	President
•	Signature for Principal Title Bruce A. Schuler
Surety	Fidelity and Deposit Company of Maryland
(Seal)	Instangen
	Signature for Surety Title Michael R. Langan, Attorney-in-Fact
	Surety's address for service of process:
	225 S. Lake Ave. #700
•	Pasadena, CA. 91101

* * * END OF DOCUMENT 00610 * * *

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD. KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows: 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, undertakings, 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.' does hereby nominate constitute and appoint Michael R. Langan of Pasadena, 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. The said Assistant Secretary does hereby certify that the aforegoing 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 ______13.th_____day FIDELITY AND DEPOSIT COMPANY OF MARYLAND ATTEST: CITY OF BALTIMORE On this 13th day of December , A.D. 19 85, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and 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 deposeth 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 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written. Notary Public Commission Expires July 1, 1986 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 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 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any 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 11th day of Sept.

L1428a—Crf. -012-7454

PAYMENT BOND

Bond No. 30236575

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the City of Redlands, San Bernardino County, California, hereinafter designated the "Owner," has, on August 28, , 1991, awarded to Schuler Engineering Corporation

WHEREAS, said Principal is required under the terms of said contract to furnish a bond providing that if said Principal, or any of its Subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person specified in California Civil Code Section 3181, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said contract, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Code with respect to work or labor performed under said contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the California Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work under said contract, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said surety will pay the same in or to an amount not exceeding the amount hereinbefore set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to Owner as shall be fixed by the court.

This bond shall inure to the benefit of Owner and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including but not limited to, California Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract 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 contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

IN WITNESS WHEREOF, the above bounder parties have executed this instrument under their seals this 11th day of September, 1991, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

	SCHULER ENGINEERING CORPORATION
•	Principal
(Seal)	President
	Signature for Principal Title
	Bruce A. Schuler
	Fidelity and Deposit Company of Maryland
(Seal)	Surety
	Signature for Shrety () Title Michael R. Langan, Attorney-in-Fact
	Surety's address for service of process:
	225 S. Lake Ave. #700
	Pasadena, CA. 91101

* * * END OF DOCUMENT 00620 * * *

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the C. M. PECOT, JR. State of Maryland, by , Vice-President, and C. W. ROBBINS Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows: '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, undertakings, 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.' does hereby nominate constitute and appoint Michael R. Langan of Pasadena, 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. The said Assistant Secretary does hereby certify that the aforegoing 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 of December A.D. 19 85 FIDELITY AND DEPOSIT COMPANY OF MARYLAND ATTEST: STATE OF MARYLAND CITY OF BALTIMORE On this 13th day of December , A.D. 19 85, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and 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 deposeth 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 In Testimony Whereof, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written. Notary Public Commission Expres July 1, 1986 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 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 16th day of July, 1969. RESOLVED: "That the facsimile or mechanically reproduced signature of any 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." of September , 19.91 L1428a-Cif. -012-7454

DOCUMENT 00680

WARRANTY FORM

CONTRACT NO. 27-8981-4735

We guarantee the Volatile Organics Removal Facilities - Texas Street Well Site that we have constructed for the City of Redlands, San Bernardino County, California, for a period of one year, except as otherwise stipulated in Article 6.07 of Document 00700, General Conditions.

We agree to correct defective work as stipulated in said Article 6.07, and in the event of our failure to comply with the provisions of said Article 6.07 within a reasonable time after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the City of Redlands to proceed to have the defective work corrected and made good at our expense, and we will pay, upon demand, the cost therefor including such applicable costs and expenses stipulated in Article 6.07, upon demand.

This warranty shall not be in lieu of, but shall be in addition to other warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor:

(Authorized Representative)

Title:

(Authorized Representative)

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* * * END OF DOCUMENT 00680 * * *

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

10/01/91

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COMPANIES AFFORDING COVERAGE KN MARKU SUREPLUS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS

EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND,

COVERAGES

THIS IS TO CERTIFY THAT 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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE POLICY EXPIRATIO DATE (MM/DD/YY) DATE (MM/DD/YY)	
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				MEDICAL EXPENSE (Any one person) \$
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	HIRED AUTOS			BODILY INJURY \$
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1/4	WORKER'S COMPENSATION			STATUTORY
:	AND		05/01/91/04/01/98	(Enterty)
:	EMPLOYERS' LIABILITY			\$ (DISEASE—POLICY LIMIT)
	OTHER			\$ (DISEASE—EACH EMPLOYEE)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

BUDGE BUSY BURGES 图 A SEE A S

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO __ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY K D UPON THE COMPANY, ITS NTS OR REPRESENTATIVES.

AUTHORIZED REPRESE

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ACORD 25-S (3/88)