

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of July, 1996, 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

CALIFORNIA ENGINEERING & GRADING INC

a partnership consisting of _____

or an individual trading as _____

of the City of FONTANA, 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 grading and construction of improvements at Hillside Cemetery, complete, all as shown, specified, and made a part of Contract No. 62-7001-4150.
2. **THE CONTRACT SUM OF:** **\$342,445.00**
3. **TIME FOR COMPLETION:** The work shall be completed within sixty (60) work days from and after the date of the Notice to Proceed.
4. **CONTRACT DOCUMENTS:** The complete Contract includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposal and Bid Forms, Bid Bond, Agreement, Performance Bond, Payment Bond, Plans and Specifications, all referenced specifications, and any Addenda thereto.
5. **ATTORNEY FEES:** In the event any legal action is commenced to enforce or interpret the terms or conditions of this Contract the prevailing party shall, in addition to any costs and other relief, be entitled to recovery of its reasonable attorney's fees.
6. **DEFENSE OBLIGATION:** The Contractor shall defend the City, its elected officials, officers, agents, and employees from and against any and all claims, losses, damages, and causes of action, including death, brought by any person or persons for or on account of any wrongful or negligent act or omission of the Contractor, its employees or agents in connection with the performance of the Contractor's obligation under this Contract.
7. **INSURANCE:** All policies of insurance required by this Contract shall name the City, its elected officials, employees, and agents as additional insureds, and such insurance shall be primary with respect to such additional insureds and non-contributing to any insurance or self-insurance maintained by the additional insureds.

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

CITY'S SEAL

By: [Signature]
Acting Mayor, City of Redlands
County of San Bernardino, California

ATTEST:

[Signature]
City Clerk, City of Redlands
County of San Bernardino, California

CALIFORNIA ENGINEERING & GRADING, INC.

Name of Contractor

CONTRACTOR'S SEAL

By: [Signature]
Signature of Authorized Agent

President
Signatory's Title

N/A
Signature of Authorized Agent (if necessary)

N/A
Signatory's Title (if necessary)

681294
Contractor's License No.

6-7.3 Contract Time Accounting - Amend as follows:

"... a written protest within 10 calendar days after receipt, ..."

6-9 LIQUIDATED DAMAGES - Amend as follows:

First Paragraph - "... it, the sum as shown below, unless otherwise ..."

Second Paragraph - "... and Contractor that \$500 per calendar day is the minimum ..."

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE - Amend as follows:

Add the following sentence to paragraph 1:

The policy shall be issued by a responsible insurance company authorized to do business in the State of California and acceptable to the City of Redlands.

Replace paragraph 2 with the following:

The Contractor shall provide acceptable insurance coverage in the following minimum limits:

ALL GENERAL CONTRACTORS

Bodily Injury..... \$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 aggregate products and completed operations

Property Damage - Auto..... \$200,000 each occurrence

Property Damage - other than Auto... \$200,000 each occurrence
\$250,000 aggregate and all other

ALL OTHERS REQUIRED TO FILE FOR OTHER REASONS

Bodily Injury..... \$250,000 each person
\$500,000 each occurrence
\$500,000 aggregate products and completed operations

Property Damage - Auto..... \$200,000 each occurrence

Property Damage - other than Auto... \$200,000 each occurrence
\$250,000 aggregate and all other

Delete paragraph 3.

Amend paragraph 5 as follows:

"... in no event less than 45 calendar days before expiration ..."

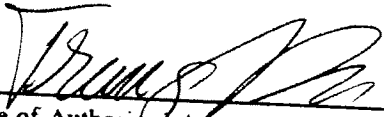
7-4 WORKER'S COMPENSATION INSURANCE - Amend paragraph 3 as follows:

"... mail not less than 45 calendar days before expiration ..."

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. 62-7001-4150.

CALIFORNIA ENGINEERING & GRADING, INC.
Name of Contractor

By: 
Signature of Authorized Agent

President
Signatory's Title

681294
Contractor's License No.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS

That CALIFORNIA ENGINEERING & GRADING, INC. as Contractor,
and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA as Surety,

are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of

THREE HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS & NO/100 dollars,
(\$342,445.00)

for the payment of which sum well and truly 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. 62-7001-4150.

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 either 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 alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this 24TH day of JULY, 1996.

CALIFORNIA ENGINEERING
& GRADING, INC. (SEAL)
Principal

AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA (SEAL)
Surety

By: [Signature]
Signature

By: [Signature]
Signature

DIANA LASKOWSKI
ATTORNEY-IN-FACT

Address: 1800 E. IMPERIAL HIGHWAY

BREA, CA 92821

Telephone: (714) 255-2200

(Seal and Notarial Acknowledgment of Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

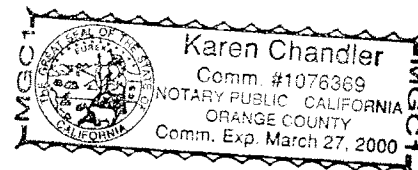
COUNTY OF ORANGE

On 7-24-96 before me, KAREN CHANDLER - NOTARY PUBLIC

personally appeared DIANA LASKOWSKI personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her 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.

Karen Chandler
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

7-24-96

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S)

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ OTHER:

SIGNER IS REPRESENTING: AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA
NAME OF PERSON(S) OR ENTITY(S)

PAYMENT BOND**KNOW ALL PERSONS BY THESE PRESENTS**

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and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA as Surety,

are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of

THREE HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS & NO/100 dollars,
(\$342,455.00)
for the payment of which sum well and truly 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. 62-7001-4150.

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 either 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 alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this 24TH day of JULY, 1996.

CALIFORNIA ENGINEERING
& GRADING, INC. (SEAL)
Principal

By: [Signature]
Signature

AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA (SEAL)
Surety

By: [Signature]
Signature DIANA LASKOWSKI
ATTORNEY-IN-FACT

Address: 1800 E. IMPERIAL HIGHWAY
BREA, CA 92821

Telephone: (714) 255-2200

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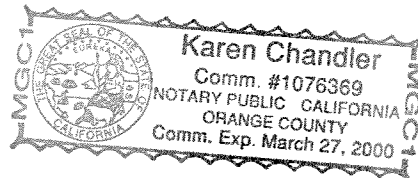
COUNTY OF ORANGE

On 7-24-96 before me, KAREN CHANDLER - NOTARY PUBLIC

personally appeared DIANA LASKOWSKI personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her 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.

Karen Chandler
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** 7-24-96

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL ☐ CORPORATE OFFICER _____
TITLE(S)
- ☐ PARTNER(S) ☒ ATTORNEY-IN-FACT ☐ TRUSTEE(S)
- ☐ OTHER: _____

SIGNER IS REPRESENTING: AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA
NAME OF PERSON(S) OR ENTITY(S)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint David L. Culbertson, Chuck L. Flake,
Linda L. Culbertson, Diana Laskowski, Individually

of Anaheim, California

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company:

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The President or Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 11th day of November, 1966:

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 20th day of February, 1987.

State of Illinois)
County of Cook) ss



AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

J. E. Purtell

J. E. Purtell

Vice President.

On this 20th day of February, 1987, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation described in the which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Leslie A. Smith

Leslie A. Smith

Notary Public.

CERTIFICATE

I, Robert E. Ayo, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 24TH day of JULY, 1996.



Robert E. Ayo

Robert E. Ayo

Assistant Secretary.

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
07/25/96**PRODUCER**Staib Insurance Service
1601 E. Chapman Avenue
Fullerton, CA 92631

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.

COMPANIES AFFORDING COVERAGECOMPANY
A CNA InsuranceCOMPANY
BCOMPANY
CCOMPANY
D**INSURED**California Engineering &
Grading Inc.
14032 Santa Ana Ave
Fontana, CA 92337

CJW

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 DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR OWNER'S & CONTRACTOR'S PROT	B127757083.97	01/03/96	01/03/97	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	B127757097.97	01/03/96	01/03/97	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	B122839071	01/03/96	01/03/97	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL OTHER	WCB143271200	01/03/96	01/03/97	☒ WC STATUTORY LIMITS ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/SPECIAL ITEMSRE: HILLSIDE CEMETARY. CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY POLICY PER ENDORSEMENT ATTACHED.
REPLACES & VOIDS CERTIFICATE ISSUED 7/24/96.**REPRESENTATIVE HOLDER**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 COMPANY WILL IMMEDIATELY MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

ACORD 101-96

ACORD 101-96