

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of August, 1993, 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

IPS SERVICES INC

a partnership consisting of _____

or an individual trading as _____

of the City of _____, County of _____,

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:

Removal and replacement of concrete sidewalks, including root pruning and tree trimming, at various locations in the City of Redlands, all as shown and specified as a part of Contract No. 23-6801-2960.

2. **THE CONTRACT SUM:** \$15,612.50

3. **TIME FOR COMPLETION:** The work to be completed within ninety (90) 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, 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: [Signature] Mayor Pro Tem for
Mayor, City of Redlands, County
of San Bernardino, California

ATTEST:

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

(SEAL)

IPS SERVICES, INC
Name of Contractor

By:

[Signature]
Signature of Authorized Agent

President/CEO
Title

Signature of Authorized Agent (if necessary)

Title

421528
Contractor's License No.

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS

That IPS SERVICES, INC. as Contractor, and
VIGILANT INSURANCE COMPANY as Surety, are held and firmly bound
unto the City of Redlands, hereinafter called City, in the sum of FIFTEEN THOUSAND
SIX HUNDRED TWELVE AND 50/100---(\$15,612.50) dollars, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrator, 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. 23-6801-
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.

SIGNED AND SEALED, this 6TH day of AUGUST, 1993.

IPS SERVICES, INC. (SEAL)
(Contractor)

VIGILANT INSURANCE COMPANY (SEAL)
(Surety)

By: Dennis C. Hege
(Signature)

By: Elke H. Hagen
(Signature) ELKE H. HAGEN, ATTORNEY-IN-FACT

Address: 15 MOUNTAIN VIEW ROAD

WARREN, NEW JERSEY 07061-1615

Telephone No. (201) 967-9400

(Seal and Notarial Acknowledgment of Surety)

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS

That IPS SERVICES, INC. as Contractor, and
VIGILANT INSURANCE COMPANY as Surety, are held and
 firmly bound unto the City of Redlands, hereinafter called City, in the sum of
FIFTEEN THOUSAND SIX HUNDRED TWELVE AND 50/100 * dollars for 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.

* \$15,612.50

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. 23-6801-
 2960.

NOW, THEREFORE, if said Contractor, or Sub-Contractor, 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 6TH day of AUGUST, 1993.

IPS SERVICES, INC. (SEAL)
 (Contractor)

By: *Dennis C. Meyer*
 (Signature)

VIGILANT INSURANCE COMPANY (SEAL)
 (Surety)

By: *Elke H. Hagen*
 (Signature) ELKE H. HAGEN, ATTORNEY-IN-FACT

Address: 15 MOUNTAIN VIEW ROAD
WARREN, NEW JERSEY 07061-1615

Telephone (201) 967-9400

(Seal and Notarial Acknowledgment of Surety)

POWER OF ATTORNEY

Know all Men by these Presents, That the VIGILANT INSURANCE COMPANY, 15 Mountain View Road, Warren, New Jersey, a New York Corporation, has constituted and appointed, and does hereby constitute and appoint William R. Friis, Mark E. Shreckengast and Elke H. Hagen of Riverside, California

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations given or executed in the course of its business, and consents for the release of retained percentages and/or final estimates.

In Witness Whereof, the said VIGILANT INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 19th day of November 19 92

Corporate Seal



Richard D. O'Connor

Assistant Secretary

VIGILANT INSURANCE COMPANY
By

George McClellan

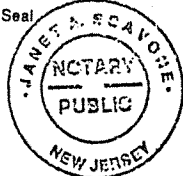
Vice-President

STATE OF NEW JERSEY
County of Somerset

SS.

On this 19th day of November 19 92, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the VIGILANT INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Acknowledged and Sworn to before me
on the date above written.

Janet A. Scavone

Notary Public

CERTIFICATION

STATE OF NEW JERSEY
County of Somerset

SS.

I, the undersigned, Assistant Secretary of the VIGILANT INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on June 13, 1974 and most recently amended March 3, 1986 and that this By-Law is in full force and effect.

"ARTICLE XV

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Secretary, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said VIGILANT INSURANCE COMPANY is duly licensed to transact fidelity and surety business in the State of California, and is also duly licensed to become sole surety on bonds, undertakings, etc. permitted or required by the laws of the United States.

CALIFORNIA

, and is also duly licensed

And I further certify that the foregoing Power of Attorney is now in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this

6TH

day of

AUGUST

19 93

Corporate Seal



Assistant Secretary

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE
WITH DAVIS-BACON AND
RELATED ACT REQUIREMENTS**

I, _____, as Prime Contractor for City of Redlands Contract No. 23-6801-2960, hereby make the following certification and acknowledgement with respect to the applicability of Davis-Bacon and Related Acts Requirements:

- 1) By entering into this contract, I certify that I acknowledge that the above referenced project is federally funded and I am solely responsible for complying with the Davis-Bacon and Related Acts Requirements; and,
- 2) The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the highest wage applicable to their work classifications, as specified by the current and applicable Federal Wage Determination. If no Federal work classification appears to apply, prime contractor shall make written request to the County to obtain applicable work classifications and wage rates prior to start of construction. When the same classification appears in both the Federal and State wage decisions, the higher wage must be paid for that classification. The prime contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and Related Acts Requirements.



Signature, Prime Contractor



Title

8-12-93

Date

2. Address P.O. BOX 10458,
 3. City SAN BERNARDINO State CA Zip Code 92423-0458
 4. Telephone Number (909) 794-2101
(Area Code)
 5. Type of Business GENERAL ENGINEERING CONTRACTORS
 6. The contractor has appointed NANCY ESCOBEDO
 as its Equal Employment Opportunity Officer. This person has been given the authority to
 establish, disseminate and enforce the Equal Employment and Affirmative Action policies of
 this contractor, and may be contacted at (Address) P.O. BOX 10458
SAN BERNARDINO, CA 92423-0458
 (Telephone Number) (909) 794-2101 concerning matters relating to
(Area Code)
 any Affirmative Actions taken by this contractor.

7. Do you presently employ any Vietnam-era veterans? ☒ Yes ☐ No How Many? 1
 8. Do you presently employ any handicapped persons? ☐ Yes ☒ No How Many?

the implementing entity and rules and regulations adopted pursuant thereto, Executive Order 11248 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal and State laws and regulations relating to employment opportunity, including laws and regulations hereafter enacted.

Attached is the statement of contractor's Affirmative Action Policy. The contractor agrees to a good faith effort to meet the goals of the plan as part of these contract obligations.

Contractor understands that this plan will become a part of contractor's comprehensive management policy.

Contractor agrees to insert in all subcontracts on the project bid herewith a provision that subcontractors will comply with the provisions of the implementing entity Affirmative Action Compliance Program and rules and regulations adopted pursuant thereto, Executive Order 11248 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act and other applicable Federal and State laws and regulations relating to equal employment opportunity, including laws and regulations hereafter enacted.

Contractor agrees to furnish to the Contract Compliance Office, the name of each subcontractor who furnished supplies, goods or services in excess of \$10,000 on the project bid herewith. Names shall be furnished prior to the time the subcontractor commences work.

Contractor also hereby agrees to provide the implementing entity Contract Compliance Office access and information that they may request to assist in determining compliance with the Program.

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

8-12-93
 Date

Dennis C. Meegan
 Signature
President/CEO
 Title

CURRENT WORK FORCE

OCCUPATIONAL CATEGORY	ALL EMPLOYEES			MINORITY EMPLOYEES								TOTAL MINORITIES	UNDERUTILIZATION				Title ANTICIPATED HIRING GOALS FOR TERM OF PROJEC							
	TOTAL	MALE	FEMALE	MALE				FEMALE					MINORITY		FEMALE		Minority				Total New			
				Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native		YES	NO	YES	NO								
Administrators	12	10	2		1				1			2												
Professional																								
Technical																								
Sales	6	6																						
Clerical	14	1	13		1				2			3												
Skilled	52	51	1	2	22							24												
Operatives (Semiskilled)	7	7			2							2												
Laborer (Unskilled)	33	33			18							18												
Service Workers	5	5																						
TOTAL	129	113	16	2	44				3			49												



AFFIRMATIVE ACTION PLAN FOR
I.P.S. SERVICES INC.

I.P.S. Services will assert leadership within the community and put forth good faith efforts to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap.

I.P.S. Services recognizes that the effective application of an equal employment opportunity plan involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit, and to encourage advancement on this basis.

The following Affirmative Action Plan is hereby established as the policy and practices of I.P.S. Services Inc.

1. Our company shall recruit and hire all employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap and shall take Affirmative Action to employ and advance qualified disabled veterans of the Vietnam Era.
2. Our company shall treat all employees equally in respect to compensation and opportunities for advancement, including upgrading and promotion.
3. Our company shall post, in conspicuous places:
 - a. Notices setting forth the provisions of the nondiscrimination clause--"The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin."
 - b. A statement of our obligation, under law, to take affirmative action to employ and advance qualified disabled veterans and veterans of the Vietnam Era.
 - c. A statement of our obligation, under law, to take affirmative action to employ and advance qualified handicapped employees.



IPS SERVICES INCORPORATED

4. Our company shall actively use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a nondiscriminatory basis.
5. Our company shall insure that all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
6. Our company shall disseminate its affirmative action policy externally by informing and discussing it with all recruitment, recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing the policy with all local minority, handicapped and women's organizations and subcontractors and shall maintain records of the organizations' responses.
7. Our company shall make specific and constant personal, written and oral recruitment efforts directed at all local minority, handicapped and women's organizations, including schools, recruitment and training organizations.
8. Our company shall make specific efforts to encourage present minority, handicapped and women employees to recruit their friends and relatives whose status also comes under that of minority, handicapped or women.
9. Our company shall maintain a file of the names and addresses of each minority and female applicant referred to us for hiring. If the applicant is not considered for employment or was not employed, the company's file should document this and the reasons therefore.
10. Our company shall post, in conspicuous places:
 - a. That we are bound by the terms of Section 503 of the Rehabilitation Act of 1973--that we are committed to take affirmative action to employ and advance physically and mentally handicapped individuals.
 - b. That we are bound by the terms of the Vietnam Veterans Readjustment Assistant Act.
 - c. Of our commitments under Executive Order #11246--Affirmative Action/Contract Compliance.
11. Our company shall actively take steps to integrate any positions, departments or plant locations which have no women, minorities or are predominately staffed with one particular group.

THE WEST COAST'S LARGEST PAVEMENT MAINTENANCE COMPANY



IPS SERVICES INCORPORATED

12. Our company shall insure that all employee specifications, selection requirements, tests, and other employee recruitment of evaluation procedures do not discriminate against minority, handicapped or women.
13. Where reasonable, our company shall develop or finance on-the-job training opportunities and participate and assist in any association or employee group training programs relevant to the company's employee needs.
14. Our company shall continually inventory and evaluate all minority, handicapped, and female personnel for promotion opportunities and encourage minority and female employees to seek such opportunities.
15. Our company shall make sure that seniority practices, job classifications, rates of pay, and other forms of compensation, and other employee practices and classifications do not have an unlawfully discriminatory effect on handicapped, minority or female employees.
16. Our company shall ensure that all company facilities are nonsegregated.
17. Our company shall make certain that all subcontractors:
 - a. Are in compliance with I.P.S. Services Inc. Affirmative Action Compliance Guidelines and will employ individuals without regard to race, color, religion, sex or national origin.
 - b. Are bound by the terms of the Vietnam Veterans' Readjustment Act to employ disabled veterans of the Vietnam Era.
 - c. Are bound by the terms of Section 503 of the Rehabilitation Act of 1973 to employ and advance qualified physically and handicapped individuals.
 - d. Have an approved Affirmative Action Plan.
18. Our company shall solicit bids for subcontracts from minority subcontractors subject to availability.
19. Our company shall make certain that all supervisory personnel are aware of the company's obligation to maintain a working environment free of harassment, intimidation and coercion at all sites, with specific attention to minority or female individuals.
20. Our company shall make every effort to provide after school, summer and vacation employment to minority youths.

THE WEST COAST'S LARGEST PAVEMENT MAINTENANCE COMPANY



IPS SERVICES INCORPORATED

21. Our company shall include the provisions of our obligation to take affirmative action to employ and advance qualified:
 - a. Disabled veterans and veterans of the Vietnam Era in every subcontract or purchase order of \$10,000.00 or more, unless exempted by rules.
 - b. Handicapped employees in every subcontract or purchase order of \$2,500.00 or more, unless exempted by rules.
22. Our company shall make our books, records and accounts, which relate to Contract Compliance, open to the contracting agency.

THE WEST COAST'S LARGEST PAVEMENT MAINTENANCE COMPANY

P. O. Box 10458 • San Bernardino, CA 92423-0458 • (714) 794-2101 • 1-800-826-4163 • LIC. # A-B 421528

Percent Minorities of Total _____

SMSA Percent _____

Does Contractor Meet SMSA Percentages? ☐ Yes ☐ No

Warning Letter Issued _____
Date

Reviewed By _____
Contract Compliance Officer

Annual Qualification Dates

From _____ To _____

Date

CONTRACTS PROCESSED

Project

Dollar Amount

Contract Compliance
Qualifying Report
For
Construction
Contractors
and
Vendors

Comments

AFFIRMATIVE ACTION POLICY FOR CONTRACTORS AND VENDORS

Name of Contractor

adopts this plan to affirm its support of a program of equal employment opportunity, and to assure compliance with Executive Orders 11246 and 11375, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973; the California Fair Employment Practice Act, and the implementing entity's Affirmative Action Compliance Program. This contractor agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap.

This contractor further recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit, and to encourage advancement on this basis.

The following Affirmative Action Program is hereby established as the policy and practices of our company:

Instructions: Indicate your policy by circling the applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A. This is now a practice of our Company.
- B. Our Company will adopt this policy.
- C. Our Company cannot or will not adopt this policy.

If "C" is circled, explain reason. Use separate sheet if additional space is needed.

Circle One	Items
A	1. Our company shall recruit and hire all employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap, and will treat all employees equally in respect to compensation and opportunities for advancement, including upgrading and promotion.
B	
C	
A	2. Our company will actively use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a nondiscriminatory basis.
B	
C	
A	3. Our company will disseminate its affirmative action policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing the policy with all local minority, handicapped and women's organizations and subcontractors and shall maintain records of the organizations' responses.
B	
C	
A	4. Our company shall make specific and constant personal, written, and oral recruitment efforts directed at all local minority, handicapped, and women's organizations, including schools, recruitment and training organizations.
B	
C	

Circle One	Items
A B C	5. Our company shall make specific efforts to encourage present minority, handicapped and women employees to recruit their friends and relatives whose status also comes under that of minority, handicapped or women. Explain "C"
A B C	6. Our company will maintain a file of the names and addresses of each minority applicant and female applicant referred to the company for hiring, and if the applicant is not considered for employment or was not employed, the company's file should document this and the reasons therefor. Explain "C"
A B C	7. Our company shall notify the implementing entity Contract Compliance Officer when the union or unions with whom our company has a collective bargaining agreement have not referred to the company a minority, handicapped, or female worker sent for by the company or the company has other information that the union referral process has impeded the company's effort to meet the established goals of affirmative action. Explain "C"
A B C	8. Our company will actively take steps to integrate any positions, departments or plant locations which have no women or minorities or are almost staffed with one particular group. Explain "C"
A B C	9. Our company shall insure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against minorities, handicapped, or women. Explain "C"
A B C	10. Where reasonable, our company shall develop or finance on-the-job training opportunities and participate and assist in any association or employee group training programs relevant to the company's employee needs. Explain "C"
A B C	11. Our company shall continually inventory and evaluate all minority, handicapped, and female personnel for promotion opportunities and encourage minority and female employees to see such opportunities. Explain "C"

Circle One	Items
A	12. Our company shall make sure that seniority practices, job classifications, rates of pay, and other forms of compensation, and other employee practices and classifications do not have an unlawfully discriminatory effect on handicapped, minority or female employees.
B	Explain "C"
C	
A	13. Our company will make certain that all facilities normally used concurrently by all company activities are nonsegregated.
B	Explain "C"
C	
A	14. Our company shall make certain that all subcontractors are in compliance with the Affirmative Action Compliance Plan of the implementing entity, and that all project subcontractors have an approved Affirmative Action Plan.
B	Explain "C"
C	
A	15. Our company shall solicit bids for subcontracts from minority subcontractors and female subcontractors subject to availability.
B	Explain "C"
C	
A	16. Our company shall make every effort to provide after school, summer and vacation employment to minority youths.
B	Explain "C"
C	
A	17. Our company shall continually monitor all personnel activities to insure that the implementing entity's Affirmative Action Policy for Contractors and Vendors is carried out.
B	Explain "C"
C	

Date

Signature

Title