

AGREEMENT

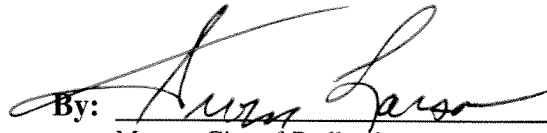
THIS AGREEMENT, made and entered into this **16th** day of **September, 1997**, by and between the City of Redlands, a Municipal Corporation, organized and existing under the laws of the State of California, hereinafter referred to as the "City", and **Sean Malek Engineering and Construction Inc**, of the City of Perris, County of Riverside, State of California, hereinafter referred to as the "Contractor".

WITNESSETH: That the City and the Contractor, for the consideration hereinafter named, agree as follows:

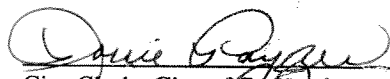
1. **SCOPE OF WORK:** The Contractor will furnish all materials and will perform all of the work for the following:
To perform construction of the **Eureka Street Improvements, Phase 1B** project, complete, all as shown, specified, and made a part of **Contract No. 20-9527-4230**.
2. **THE CONTRACT SUM OF:** ***\$158,199.50***
3. **TIME FOR COMPLETION:** The work shall be completed within thirty (30) 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, Workers' Compensation Insurance Statement, 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, officers, agents, and employees 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: 
Mayor, City of Redlands
County of San Bernardino, California

ATTEST:


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

CONTRACTOR'S SEAL

Sean Malek Engineering and Construction Inc
Name of Contractor

By: 
Signature of Authorized Agent

SEAN MALEKZADEH, President
Signatory's Title

Signature of Authorized Agent (if necessary)

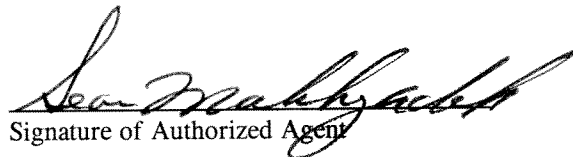
Signatory's Title (if necessary)

535009 A and B
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. 20-9527-4230.

Sean Malek Engineering and Construction Inc
Name of Contractor

By: 
Signature of Authorized Agent

SEAN MALEKZADEH, President
Signatory's Title

535009 A and B
Contractor's License No.

EXECUTED IN DUPLICATE

BOND #5874533

PREMIUM: \$2,278.00

PERFORMANCE BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and **Sean Malek Engineering and Construction 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 **September 16, 1997**, and identified as **Contract No. 20-9527-4230**, 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 ONE HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY-NINE DOLLARS & 50/100 dollars (\$ 158,199.50****) 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
SEPTEMBER 22, _____, 199⁷.

SEAN MALEK ENGINEERING &
CONSTRUCTION, INC. _____ (SEAL)
Principal

By: Sean Malek
Signature

FIRST NATIONAL INSURANCE
COMPANY OF AMERICA _____ (SEAL)
Surety

By: Dwight Reilly
Signature DWIGHT REILLY, ATTORNEY-IN-FACT

Address: 4 HUTTON CENTER, #250B

SANTA ANA, CA 92707

Telephone: (714) 437-3047

(Seal and Notarial Acknowledgment of Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

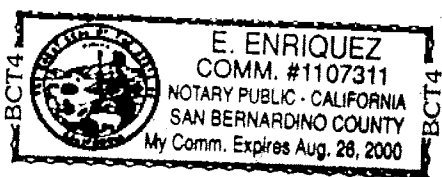
State of CALIFORNIA

County of SAN BERNARDINO

On 9/22/97 before me, E. ENRIQUEZ
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared DWIGHT REILLY
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ 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/they 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.



WITNESS my hand and official seal.

E. Enriquez
SIGNATURE OF NOTARY

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.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

PERFORMANCE BOND

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

9/22/97

DATE OF DOCUMENT

NO OTHER SIGNER NOTARIZED

SIGNER(S) OTHER THAN NAMED ABOVE



4333 Brooklyn Avenue N.E.
Seattle, WA 98105

POWER OF
ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
4333 BROOKLYN AVE NE
SEATTLE, WASHINGTON 98105

No. 9932

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****DWIGHT REILLY; Upland, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 4th day of March, 19 96

R.A. PIERSON, SECRETARY

DAN D. WILSON, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of

FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R. A. Pierson, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 22ND day of SEPTEMBER, 19 97



EXECUTED IN DUPLICATE

BOND #5874533
PREMIUM INCLUDED IN
PERFORMANCE BOND**PAYMENT BOND**

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Sean Malek Engineering and Construction 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 September 16, 1997, and identified as Contract No. 20-9527-4230, 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 ONE HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY-NINE DOLLARS & 50/100***** dollars (\$ 158,199.50*****) 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 hereinabove 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 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

SEPTEMBER 22, , 199 7 .

SEAN MALEK ENGINEERING &
CONSTRUCTION, INC. (SEAL)
Principal

By: 
Signature

FIRST NATIONAL INSURANCE COMPANY
OF AMERICA (SEAL)
Surety

By: 
Signature DWIGHT REILLY, ATTORNEY-IN-FACT

Address: 4 HUTTON CENTRE, #250B
SANTA ANA, CA 92707

Telephone: (714) 437-3047

(Seal and Notarial Acknowledgment of Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

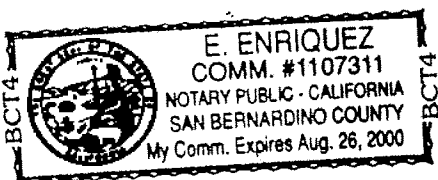
State of CALIFORNIA

County of SAN BERNARDINO

On 9/22/97 before me, E. ENRIQUEZ
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared DWIGHT REILLY
NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ 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/they 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.



WITNESS my hand and official seal.

E. Enriquez
SIGNATURE OF NOTARY

OPTIONAL

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☐ CORPORATE OFFICER

TITLE(S)

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☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

PAYMENT BOND

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

9/22/97

DATE OF DOCUMENT

NO OTHER SIGNER NOTARIZED

SIGNER(S) OTHER THAN NAMED ABOVE



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FIRST NATIONAL INSURANCE COMPANY OF AMERICA
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No. 9932

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*****DWIGHT REILLY; Upland, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 4th day of March, 19 96

R. A. PIERSON, SECRETARY

DAN DWYER, PRESIDENT

CERTIFICATE

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Extract from a Resolution of the Board of Directors of

FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

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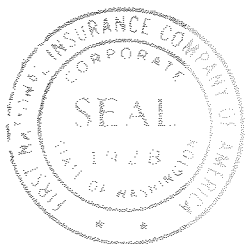
- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R. A. Pierson, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 22nd day of September, 19 97



ACORD

CERTIFICATE OF LIABILITY INSURANCE

CSR VM
MALE-CH

DATE (MM/DD/YY)

09/23/97

PRODUCER

Crosby Insurance Inc.
P.O. BOX 5017
60 E. Ninth St.
Upland CA 91785-5017

CHRISTOPHER HOPPER INSURANCE

Phone No. 909-985-0345 Fax No.
INSURED

SEAN MALEK ENGINEERING &
CONSTRUCTION, INC.
29995 STEEL HEAD DRIVE
CANYON LAKE, CA 92587

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 COVERAGE

COMPANY A	TRANSCONTINENTAL INSURANCE CO.
COMPANY B	TRANSPORTATION INSURANCE CO.
COMPANY C	CONTINENTAL CASUALTY CO.
COMPANY D	AMERICAN CASUALTY COMPANY

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 DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	C162341050	10/09/96	10/09/97	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	☒ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	C162341047	10/09/96	10/09/97	COMBINED SINGLE LIMIT \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY	NO COVERAGE PROVIDED			AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
D	EXCESS LIABILITY	C168109796	01/27/97	10/09/97	EACH OCCURRENCE \$ 1,000,000
	☒ UMBRELLA FORM				AGGREGATE \$ 1,000,000
	☐ OTHER THAN UMBRELLA FORM				RETENTION \$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCC162341064	10/09/96	10/09/97	WC STATUTORY LIMITS \$ 1,000,000
	☐ THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	☐ INCL				EL DISEASE - POLICY LIMIT \$ 1,000,000
	☒ EXCL				EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: EUREKA STREET IMPROVEMENTS, PHASE 1B-CONTRACT NO. 20-9527-4230.
CITY OF REDLANDS, ITS ELECTED OFFICIALS, OFFICERS, AGENTS & EMPLOYEES ARE
NAMED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT.
* 10 DAY CANCELLATION WILL BE SENT FOR NON-PAYMENT OF PREMIUM. (PRIM/NON/XX)

CERTIFICATE HOLDER

CITY OF R

CITY OF REDLANDS
P.O. BOX 3005
REDLANDS CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45* 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 KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

CHRISTOPHER HOPPER INSURANCE

©ACORD CORPORATION 1988

CNA INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

It is agreed that the insurance afforded to the Additional Insured is primary insurance and non-contributory.

If, however the Additional Insured has other insurance which is applicable to the loss, the said other insurance is excess over any other valid and collective insurance providing coverage.

The Company's limits of liability under this policy shall not be reduced by the existence of such other insurance. The following are added as Additional Insured:

SCHEDULE

Re: CONTRACT #20-9527-4230/EUREKA STREET IMPROVEMENTS, PHASE 1B

CITY OF REDLANDS
ITS ELECTED OFFICIALS,
OFFICERS, AGENTS & EMPLOYEES



AUTHORIZED REPRESENTATIVE

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

POLICY NO.	ISSUED TO	DATE
C162341050	SEAN MALEK ENGINEERING & CONSTRUCTION INC.	09/23/97

U-GL-397
G-39543-b

CNA
For All the Commitments You Make

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR VM
MALE-CH

DATE (MM/DD/YY)
09/25/97

PRODUCER
Crosby Insurance Inc.
P.O. BOX 5017
60 E. Ninth St.
Upland CA 91785-5017

CHRISTOPHER HOPPER INSURANCE

Phone No. 909-985-0345 Fax No.
INSURED

SEAN MALEK ENGINEERING &
CONSTRUCTION, INC.
3772 BRENNAN AVENUE
PERRIS CA 92571

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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	C162341050	10/09/96	10/09/97	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
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	C162341047 REVISED MERCEDES PRIOR DATED 9-23-97	10/09/96	10/09/97	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO	NO COVERAGE PROVIDED			AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
D	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	C168109796	01/27/97	10/09/97	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					RETENTION \$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☒ EXCL	WCC162341064	10/09/96	10/09/97	WC STATUTORY LIMITS OTH-ER
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: EUREKA STREET IMPROVEMENTS, PHASE 1B-CONTRACT NO. 20-9527-4230.
CITY OF REDLANDS, ITS ELECTED OFFICIALS, OFFICERS, AGENTS & EMPLOYEES ARE
NAMED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT.
* 10 DAY CANCELLATION WILL BE SENT FOR NON-PAYMENT OF PREMIUM. (PRIM/NON/XX)

CERTIFICATE HOLDER

CITYOFR

CITY OF REDLANDS
P.O. BOX 3005
REDLANDS CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~SEND BY MAIL~~
45* 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 KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

CHRISTOPHER HOPPER INSURANCE

©ACORD CORPORATION 1988

CNA INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

It is agreed that the insurance afforded to the Additional Insured is primary insurance and non-contributory.

If, however the Additional Insured has other insurance which is applicable to the loss, the said other insurance is excess over any other valid and collective insurance providing coverage.

The Company's limits of liability under this policy shall not be reduced by the existence of such other insurance. The following are added as Additional Insured:

SCHEDULE

**RE: EUREKA STREET IMPROVEMENTS, PHASE 1B CONTRACT
20-9527-4230**

**CITY OF REDLANDS
ITS ELECTED OFFICERS, OFFICERS, AGENTS
& EMPLOYEES**



AUTHORIZED REPRESENTATIVE

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

POLICY NO.	ISSUED TO	DATE
C162341050	SEAN MALEK ENGINEERING & CONSTR. INC.	09/25/97

U-GL-397
G-39543-b

C N A
For All the Commitments You Make