

A G R E E M E N T

THIS AGREEMENT, made and entered into this seventh day of November, 1988, 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 DONALD, McKEE & HART, INC.

a partnership consisting of _____
or an individual trading as _____
of the City of Redlands County of San Bernardino
State of California, hereinafter referred to as the "Contractor".

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

1. **SCOPE OF WORK:** The Contractor will furnish all materials and will perform all of the work for the following:

Construction of A.K. Smiley Public Library Additions, complete as shown and as specified in Contract No. 16-5901-4270.

2. **THE CONTRACT SUM:**

\$3,529,020.00 Base Bid

3. **TIME FOR COMPLETION:** The work to be completed within three-hundred and sixty-five (365) calendar days from and after the date of the Notice to Proceed.

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

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

(SEAL)

City of Redlands
(Owner)

By: Carole Besant
Mayor, City of Redlands, County
of San Bernardino, California

ATTEST:

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

(SEAL)

DONALD, MCKEE & HART, INC.

Name of Contractor

By: J. S. Hart J. S. Hart
Signature of Authorized Agent

President
Title

Signature of Authorized Agent (if necessary)

Title

264359 S1 SA
Contractor's License No.

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS

That DONALD, MCKEE & HART, INC. as Contractor,
and THE OHIO CASUALTY INSURANCE COMPANY as Surety,

are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of \$3,529,020.00 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City to perform all work required under the City's Contract No. 16-5901-4270.

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 7TH day of NOVEMBER, 1988.

DONALD, MCKEE & HART, INC. (SEAL)
(Contractor)

THE OHIO CASUALTY INSURANCE CO. (SEAL)
(Surety)

By: J. S. Hart
(Signature)
J. S. Hart - President

By: Martin M. Davis
(Signature)
MARTIN M. DAVIS
ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 22-251

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company does hereby nominate, constitute and appoint: Ralph W. Davis, Jr. or Peter M. Davis

or Martin M. Davis - - - - - of Redlands, 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, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION - - - - - (\$ 5,000,000.00 - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

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 Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 30th day of January 19 86.

Richard T. Hoffman
Asst. Secretary



STATE OF OHIO, }
COUNTY OF BUTLER } SS.

On this 30th day of January A. D. 19 86 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Dorothy Ribee
Notary Public in and for County of Butler, State of Ohio
My Commission expires December 24 1986....



This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 7TH day of NOV A.D. 19 88

Richard W. Hillman
Assistant Secretary



LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That DONALD, MCKEE & HART, INC. as Contractor and THE OHIO CASUALTY INSURANCE COMPANY as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of \$3,529,020.00 dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City, to perform all work required under the Bidding Schedule(s) of the City's Contract No. 16-5901-4270.

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 7TH day of NOVEMBER, 1988.

DONALD, MCKEE & HART, INC. (SEAL) (Contractor)

THE OHIO CASUALTY INSURANCE CO. (SEAL) (Surety)

By: [Signature] (Signature) J. S. Hart - President

By: [Signature] (Signature) MARTIN M. DAVIS ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 22-251

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company does hereby nominate, constitute and appoint: Ralph W. Davis, Jr. or Peter M. Davis

or Martin M. Davis of Redlands, 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, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION (\$ 5,000,000.00 - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

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 Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 30th day of January 19 86.



Richard T. Hoffman Asst. Secretary

STATE OF OHIO, COUNTY OF BUTLER } SS.

On this 30th day of January A. D. 19 86 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Dorothy Ribbe Notary Public in and for County of Butler, State of Ohio My Commission expires December 24, 1986.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

ARTICLE VI

Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision.

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 7TH day of NOV. A.D., 1988



Assistant Secretary

C E R T I F I C A T E O F I N S U R A N C E

ISSUE DATE: 11/11/88

PRODUCER
DAVIS & BRACHER
INSURANCE SERVICES, INC.
P. O. BOX 750
REDLANDS, CA.
ZIP CODE 92373

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 LETTER A AETNA
COMPANY LETTER B CIGNA
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

INSURED
DONALD, MCKEE & HART INC
P. O. BOX 259
REDLANDS, CA
ZIP CODE 92373

COVERAGES

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY (X) COMMERCIAL GENERAL LIABILITY () CLAIMS MADE (X) OCCURRENCE (X) OWNERS & CONTRACTORS PROTECTIVE () ()	C05251593	09/01/88	09/01/89	GENERAL AGGREGATE \$1,000 PRODUCT-COMP/DPS AGGREGATE \$1,000 PERSONAL & ADVERTISING INJURY \$500, EACH OCCURRENCE \$500, FIRE DAMAGE (ANY ONE FIRE) \$100, MEDICAL EXPENSE (ANY ONE PERSON) \$5,
A	AUTOMOBILE LIABILITY (X) ANY AUTO () ALL OWNED AUTOS () SCHEDULED AUTOS (X) HIRED AUTOS (X) NON-OWNED AUTOS () GARAGE LIABILITY ()	FJ832683	9-1-88	9-1-89	CSL \$ 500, BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY () UMBRELLA FORM () OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	C3083799A	10/01/88	10/01/89	STATUTORY \$1,000 (EACH ACCIDENT) \$1,000 (DISEASE-POLICY LIMIT) \$1,000 (DISEASE-EACH EMPLOYEE)
	OTHER				

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

CONTRACT #16-5901-4270 - SMILEY LIBRARY JOB
NOTICE OF CANCELLATION MUST BE BY REGISTERED OR CERTIFIED MAIL
LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS.

CERTIFICATE HOLDER

CITY OF REDLANDS
30 CAJON STREET
P.O. BOX 280
REDLANDS, CA
ZIP CODE 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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
PETER DAVIS

Pe Dor

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
11-17-88

PRODUCER

DAVIS & GRAEBER INS. SERV., INC.
P.O. BOX 750
REDLANDS, CA 92373

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

CODE SUB-CODE

INSURED

DONALD, MCKEE & HART, INC. *
P.O. BOX 259
REDLANDS, CA 92373

- COMPANY LETTER **A** AETNA CASUALTY & SURETY
- COMPANY LETTER **B** PACIFIC EMPLOYERS INS. CO.
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

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)	ALL LIMITS IN THOUSANDS	
GENERAL LIABILITY						
A	X COMMERCIAL GENERAL LIABILITY	C05251593	9-1-88	9-1-89	GENERAL AGGREGATE	\$1,000
	CLAIMS MADE X OCCUR.				PRODUCTS-COMP/OPS AGGREGATE	\$1,000
X	OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADVERTISING INJURY	\$500,
					EACH OCCURRENCE	\$500,
					FIRE DAMAGE (Any one fire)	\$100,
					MEDICAL EXPENSE (Any one person)	\$5,
AUTOMOBILE LIABILITY						
A	X ANY AUTO	FJ832683	9-1-88	9-1-89	COMBINED SINGLE LIMIT	\$ 500,
	ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
X	HIRED AUTOS				PROPERTY DAMAGE	\$
X	NON-OWNED AUTOS					
	GARAGE LIABILITY					
EXCESS LIABILITY						
A	X UMBRELLA FORM	XS549204	9-1-88	9-1-89	EACH OCCURRENCE	\$1,000
	OTHER THAN UMBRELLA FORM				AGGREGATE	\$ 1,000
WORKER'S COMPENSATION						
B	AND	C3083799A	10-1-88	10-1-89	STATUTORY	\$ 1,000 (EACH ACCIDENT)
	EMPLOYERS' LIABILITY					\$ 1,000 (DISEASE—POLICY LIMIT)
						\$ 1,000 (DISEASE—EACH EMPLOYEE)
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
*JOHN S. HART & GORDON DONALD, JR., INDIVIDUALLY
ALL OPERATIONS OF THE NAMED INSURED.
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CERTIFICATE HOLDER

CITY OF REDLANDS
P.O. BOX 280
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



ISU/DAVIS & GRAEBER
INSURANCE SERVICES, INC.