

A G R E E M E N T

THIS AGREEMENT, made and entered into this twenty-first day of June, 19 88, 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 Goldenwest Fence Company, Inc.

a partnership consisting of _____
or an individual trading as _____
of the City of Westminster County of Orange
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 all fencing and gates as shown and as specified in the specifications, all as a part of Contract No. 65-7202-4330.

2. **THE CONTRACT SUM:**

16,332.90

3. **TIME FOR COMPLETION:** The work to be completed within Thirty (30) 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 Disench
Mayor, City of Redlands, County
of San Bernardino, California

ATTEST:

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

(SEAL)

GOLDENWEST FENCE CO., INC.
Name of Contractor
By: William C. Jones
Signature of Authorized Agent
William C. Jones, President
Title

Signature of Authorized Agent (if necessary)

Title

395395 C-13
Contractor's License No.

BOND NO: 966107P
Premium \$327.00
RECEIVED
BONDING SERVICES
MUNICIPAL UTILITIES
FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS

That GOLDENWEST FENCE CO., INC.

AUG 16 1988

PM

7/8/9/10/11/12/1/2/3/4/5/6

and INDEMNITY COMPANY OF CALIFORNIA

as Contractor,

as Surety,

are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of Sixteen Thousand Three Hundred Thirty Two and 90/100 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. 65-7202-4330.

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 12th day of AUGUST, 1988.

GOLDENWEST FENCE CO., INC. (SEAL)
(Contractor)

INDEMNITY COMPANY OF CALIFORNIA (SEAL)
(Surety)

By:

William C. Jones
(Signature)

By:

Pauline M. McLean
(Signature)

PAULINE M. McLEAN, ATTORNEY IN FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

LABOR AND MATERIAL BOND

BOND NO: 966107P
Premium incl in Performance

KNOW ALL PERSONS BY THESE PRESENTS,

That GOLDENWEST FENCE CO., INC. as Contractor
and INDEMNITY COMPANY OF CALIFORNIA as Surety,
are held and firmly bound unto the City of Redlands, hereinafter
called City, in the sum of Three Hundred Thirty Two and 90/100 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.
65-7202-4330.

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 12th day of AUGUST, 1988.

GOLDENWEST FENCE CO., INC. (SEAL)
(Contractor)

By: William C. Jones
(Signature)

INDEMNITY COMPANY OF CALIFORNIA (SEAL)
(Surety)

By: Pauline M. McLean
(Signature)

PAULINE M. McLEAN, ATTORNEY IN FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**POWER OF ATTORNEY OF
INDEMNITY COMPANY OF CALIFORNIA
AND DEVELOPERS INSURANCE COMPANY**

Nº 028278

P.O. BOX 3343, ANAHEIM, CALIF. 92803 • (714) 999-1471

- NOTICE: 1. All power and authority herein granted shall in any event terminate on the 31st day of December, 1988.
2. This Power of Attorney is void if altered or if any portion is erased.
3. This Power of Attorney is void unless the seal is readable, the text is in brown ink, the signatures are in blue ink and this notice is in red ink.
4. This Power of Attorney should not be returned to the Attorney(s)-in-Fact, but should remain a permanent part of the obligee's records.

KNOW ALL MEN BY THESE PRESENTS, that, except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

PAULINE M. McLEAN

the true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of each of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding \$1,500,000 in any single undertaking; giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

The authority and powers conferred by this Power of Attorney do not extend to any of the following bonds, undertakings or contracts of suretyship:

Bank depository bonds, mortgage deficiency bonds, mortgage guarantee bonds, guarantees of installment paper, note guarantee bonds, bonds on financial institutions, lease bonds, insurance company qualifying bonds, self-insurer's bonds, fidelity bonds or bail bonds.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 15th day of January 15, 1988.

INDEMNITY COMPANY OF CALIFORNIA

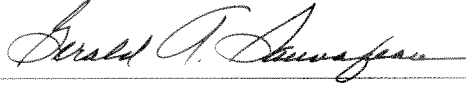
By 
Gerald A. Sauvageau, President

ATTEST

By 
Harry C. Crowell, Secretary



DEVELOPERS INSURANCE COMPANY

By 
Gerald A. Sauvageau, President

ATTEST

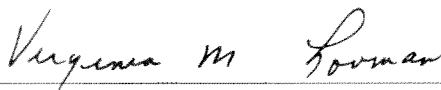
By 
Harry C. Crowell, Secretary

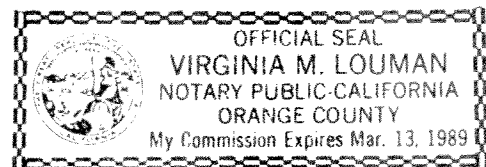


STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On January 15, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald A. Sauvageau and Harry C. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as President and Secretary on behalf of Indemnity Company of California and as President and Secretary on behalf of Developers Insurance Company, the Corporations therein named, and acknowledged to me that the corporations executed it.

WITNESS my hand and official seal.

Signature 
Notary Public



CERTIFICATE

The undersigned, as Executive Vice President of **INDEMNITY COMPANY OF CALIFORNIA**, and Executive Vice President of **DEVELOPERS INSURANCE COMPANY**, does hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

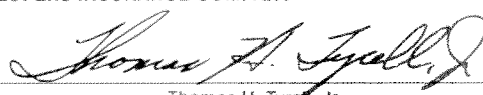
This Certificate is executed in the City of Anaheim, California, this 12 day of AUGUST, 1988.

INDEMNITY COMPANY OF CALIFORNIA

By 
Thomas H. Tyrell, Jr.,
Executive Vice President



DEVELOPERS INSURANCE COMPANY

By 
Thomas H. Tyrell, Jr.,
Executive Vice President

