

NF
PW
Dennis Little

90-105

LAMPE PARK TENNIS COURTS
RESURFACING PROJECT
DCPW CONTRACT NUMBER 90-08-02

Recorded at the request of
and return to:
Douglas County, Nevada
c/o Barbara Reed, County Clerk
P.O. Box 218
Minden, Nevada 89423

RECEIVED
NOV 5 1990
PUBLIC WORKS

CONTRACT

THIS AGREEMENT, made this 19th day of October 1990, by
and between C. B. Ebright Co., Inc., Nevada State Contractor's
License Number 0018829, hereinafter called CONTRACTOR and Douglas
County, a political subdivision of the State of Nevada, acting by
and through its Board of County Commissioners, hereinafter called
OWNER.

WITNESSED:

THAT FOR and in consideration of the mutual covenants and
promises between the parties hereto, it is hereby agreed that:

ARTICLE ONE - SCOPE OF WORK:

The CONTRACTOR shall furnish all of the materials and supplies,
equipment and labor, and other services necessary to perform all
of the work described in the Specifications and Contract
Documents, entitled Lampe Park Tennis Court Resurfacing Project,
DCPW Contract Number 90-08-02.

ARTICLE TWO - TIME OF COMPLETION:

The work to be performed under this contract including all bid
alternates shall be completed within thirty (30) CALENDAR days
from the date of receipt of the formal "Notice to Proceed" unless
the period for completion is specifically stated otherwise.

Should the contractor fail or refuse to complete the work within
the stipulated time, including any authorized extensions of time,
there shall be deducted from the monies due him, not as a
penalty, but as liquidated damages, the sum of Fifty Dollars
(\$50.00) for each working day required to complete the work in
addition to the period of time hereinbefore set forth.

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BY Barbara Reed
CLERK
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ARTICLE THREE - PROGRESS PAYMENTS:

The owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the General Provisions.

ARTICLE FOUR - ACCEPTANCE AND FINAL PAYMENT:

As soon as practical, following the completion of the work, the Contractor shall make request by letter to the Engineer for a final inspection and acceptance of the work, and if, in his opinion, all provisions of the Specifications and Contract have been satisfied, he will complete the Engineer's Certificate of Final Completion and file said certificate with the Douglas County Recorder.

At expiration of thirty-five (35) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens, or outstanding debts have been filed against the work. Notwithstanding the expiration of thirty-five (35) days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills and other indebtedness relating to the work performed, have been paid before final payment is made.

ARTICLE FIVE - THE CONTRACT SUM:

The OWNER shall pay CONTRACTOR for the work described in the Contract Specifications and Contract Documents, entitled "Lampe Park Tennis Court Resurfacing Project", DCPW Contract Number 90-08-02, subject to any additions or deductions provided here in the sum of Nine Thousand, Nine Hundred Fifty Dollars and no Cents (\$9,950.00), in conformance with the Bid Schedule.

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the Engineer, amounts as set forth in the Proposal. The sum is to be paid in the manner and under the conditions hereinbefore specified.

ARTICLE SIX - PERFORMANCE AND PAYMENT BONDS:

The Contractor agrees that he will, before this contract becomes effective, furnish the Owner with a Payment Bond (Labor and Materials per NRS 339.025), furnished by a company or companies acceptable to the Owner, each in an amount equal to fifty percent (50%) of the total contract sum.

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The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this agreement. This bond shall be conditioned to provide and secure payment for all material, provisions, provender, and supplies, teams, trucks and other means of transportation used in or upon or about work and for any labor done thereon.

ARTICLE SEVEN - WARRANTY:

The Contractor shall guarantee the work for a period of one (1) year from the completion date of the formal acceptance by OWNER.

ARTICLE EIGHT - THE CONTRACT DOCUMENTS:

The following is an enumeration of the Contract Documents and they are as fully a part of the Contract as if hereto attached or hereto repeated :

Invitation to Bid
Information for Bidders
Proposal
Bid Bond
Labor & Material Bond (50% of Contract Total)
Special Provisions
Technical Provisions
Contractors Proof of Insurance

(Continued Next Page)

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

DOUGLAS COUNTY, NEVADA

[Signature]

Michael E. Fischer, Chairman
Board of County Commissioners

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On the 8 day of November, 1990, Michael E. Fischer, Chairman, of the Douglas County Board of Commissioners, personally appeared before me, Barbara J. Reed, Douglas County Clerk, and acknowledged to me, that in conformance with the direction of the Board of Douglas County Commissioners meeting of October 4, 1990, he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.

[Signature]

Barbara J. Reed
Douglas County Clerk

C. B. Ebright Co., Inc.

[Signature]

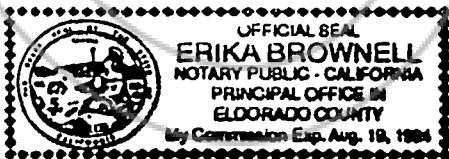
Brig Ebright, President
[Signature]

State of CALIFORNIA
County of EL DORADO) ss.

On the 1st day of November, 1990, personally appeared before me, a Notary Public, Brig Ebright who acknowledged that he executed the above instrument.

[Signature]

NOTARY PUBLIC



LAMPE PARK TENNIS COURTS
RESURFACING PROJECT
DCPW CONTRACT NUMBER 90-08-02

BOND NO.: 210268P
PREMIUM : \$249.00

LABOR AND MATERIAL BOND
FOR PUBLIC WORKS CONSTRUCTION
(PURSUANT TO NRS 339)

KNOW ALL MEN BY THESE PRESENTS, that _____

C.B. EBRIGHT COMPANY, INC.

(Name and address or legal designation of Contractor) as

Principal, herein after called "PRINCIPAL, and _____

INDEMNITY COMPANY OF CALIFORNIA , 333 WILSHIRE AVE., ANAHEIM, CA. 92801

(Legal designation and address of Surety) authorized to do

business of surety in the State of Nevada, as Surety, hereinafter called "SURETY", are held and firmly bound unto the County of Douglas, a political subdivision of the State of Nevada, as Oblige, hereinafter called "OWNER", for the use and benefit of claimants as hereinafter defined in the amount of _____

FOUR THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS & NO./100'S _____ Dollars

(\$ *\$4,975.00* _____), an amount no less than fifty percent (50%) of the contract amount, for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, PRINCIPAL has, by written agreement dated 10-15-90 entered into contract with OWNER for the Lampe Park Tennis Court Resurfacing Project, DCPW Contract Number 90-08-02 which is attached hereto and by reference made a part hereof, and is hereinafter referred to as "CONTRACT".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is the condition that if the PRINCIPAL as Contractor in the Contract shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

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LABOR & MATERIAL BOND (continued)

THIS BOND, is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of the Nevada Revised Statutes, and all acts amendatory thereof, and this Bond shall insure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, transportation or power contributing to the work described in said contract, in accordance with the provisions of Chapter 339 of the Nevada Revised Statutes.

Any suit or action brought on this Bond shall be maintained in accordance with provisions as set forth in Chapter 339 of the Nevada Revised Statutes, and all acts amendatory thereof. IN WITNESS WHEREOF, the above bounden PRINCIPAL and the above bounden SURETY hereunto set their hands and seals, this OCTOBER day of 15TH, 1990.

IN THE PRESENCE OF:

Betty J. Brown

C.B. EBRIGHT COMPANY, INC.
PRINCIPAL (seal)

Ray Egat

Title

FRONTIER BONDING SERVICE, INC.
SURETY (seal)

Zdenek Kieslich
Title Attorney-in-fact

ZDENEK KIESLICH ATTORNEY-IN-FACT

BY: Mark J. Kirch
RESIDENT AGENT
MARK J. KIRCH

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

No 053351

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, 1990.
 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

ZDENEK KIESLICH

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 2nd day of January, 1990.

INDEMNITY COMPANY OF CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By Gerald A. Sauvageau
Gerald A. Sauvageau, President

By Gerald A. Sauvageau
Gerald A. Sauvageau, President

ATTEST
By Harry C. Crowell
Harry C. Crowell, Secretary



ATTEST
By Harry C. Crowell
Harry C. Crowell, Secretary

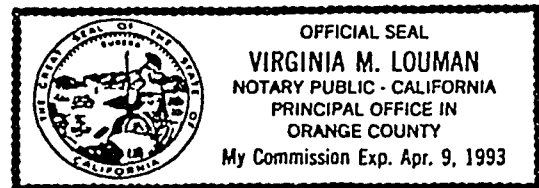


STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On January 2, 1990, 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 Virginia M. Louman
Notary Public



CERTIFICATE

The undersigned, as Vice President of INDEMNITY COMPANY OF CALIFORNIA, and 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 15th day of October, 1990.

INDEMNITY COMPANY OF CALIFORNIA

DEVELOPERS INSURANCE COMPANY

By L.C. Fiebiger
L.C. Fiebiger
Senior Vice President



By L.C. Fiebiger
L.C. Fiebiger
Senior Vice President



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COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

SEAL

DATE: November 13, 1990
B. Reed Clerk of the District Court
of the State of Nevada, in and for the County of Douglas.

By Sandra Condon Deputy

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'90 NOV 13 P2:26

SUZANNE BEAUDREAU
RECORDER **238711**

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