

1-17-77

ECONOMIC DEVELOPMENT ADMINISTRATION

UNIFORM CONTRACT FOR REBID

CONTRACT

THIS AGREEMENT, made this the JAN 3 1978 day of \_\_\_\_\_, 1978, by  
 and between (1) State of Nevada, acting herein through  
(Name of Owner)  
 its (2) Nevada State Public Works Board, hereinafter called "Owner"  
(Authorized Representative)  
Rico Paving & Grading Company  
 and (3) 3588 Valley View Blvd, Las Vegas, Nevada, doing business as "(an individual)  
 (a partnership) (a corporation) located in the City of Las Vegas,  
 County of Clark, and State of Nevada,  
 hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

PAVING AND SITE IMPROVEMENTS  
 Nevada Girls Training Center  
 Caliente, Nevada RE-BID

hereinafter called the project, for the sum of \* See Below Dollars (\$ 74,350.00 ) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project, in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Nevada State Public Works Board, herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 75.00 for each consecutive calendar day thereafter as hereinafter provided in Section 19 of the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Section 25, "Payment to Contractor," of the General Conditions.

\* SEVENTY FOUR THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS

(Over)

USCOMM-DC 4820-P72

(2)

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

(Seal)  
ATTEST:

Shirley Anderson  
(Secretary)

Lynn Walker  
(Witness)

(Seal)



Notary Public - State of Nevada  
CLARK COUNTY  
Sandra L. Carson  
My Commission Expires Dec. 27, 1980

Sandra L. Carson  
(Secretary)

J. Ball  
(Witness)

NEVADA STATE PUBLIC WORKS BOARD

(Owner)

William E. Hancock  
William E. Hancock, AIA, Secretary

Evelyn Smith, 11/177

EVELYN SMITH  
Notary Public - State of Nevada  
Carson City  
My Commission Expires Feb. 25, 1979

RICO PAVING & GRADING COMPANY

(Contractor)

Richard Ramirez  
(type) Richard Ramirez  
(title) Owner

3580 VANDERVIEW  
(Address) LAS VEGAS NV

Nevada Contractors  
License Number 8943A

APPROVED AS TO FORM, Date 1/3/78

ROBERT LIST  
Attorney General State of Nevada

By Donald Klein  
Deputy Attorney General

\* IMPORTANT: Strike out any inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing contract.

\* Signature of Owner and Contractor to be notarized.

STATE OF NEVADA PUBLIC WORKS BOARD  
PERFORMANCE AND COMPLETION BOND NO. SC 6315557  
TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS,

THAT RICO PAVING & GRADING COMPANY doing business under  
the firm name and style of RICO PAVING & GRADING COMPANY  
as Principal, hereinafter called Contractor, and Fireman's Fund Insurance Company

a corporation organized and existing under the laws of the State of California  
and lawfully authorized to and doing business as a Surety within the State of Nevada, as  
Surety, are held and firmly bound unto the State of Nevada acting through its  
State Public Works Board

hereinafter called "Owner" in the penal sum of SEVENTY FOUR THOUSAND THREE HUNDRED  
FIFTY AND NO/100 DOLLARS

Dollars (\$ 74,350.00)

lawful money of the United States of America to be paid to the Owner, or its assigns, said  
sum being one hundred percent (100%) of the contract amount payable by the Owner under  
the terms of the contract, for which payment well and truly to be made, we bind ourselves,  
our heirs, executors, administrators, successors, and assigns, jointly, and severally, firmly by  
these presents.

WHEREAS, The Contractor is about to enter into a contract in writing dated the \_\_\_\_\_  
day of JAN 2 1978 with the Owner, covering the work  
described as follows:

PAVING AND SITE IMPROVEMENTS  
Nevada Girls Training Center  
Caliente, Nevada RE-BID

which said Contract and the plans and specifications therein mentioned are attached hereto  
and are hereby made a part hereof as fully as if copied at length herein.

AND WHEREAS, Said Contractor is required by Nevada Revised Statutes 339.010 to  
339.030, inclusive, and all acts amendatory thereof and supplemental thereto, to furnish a  
bond in connection with said contract guaranteeing the faithful performance thereof;

AND WHEREAS, The Contractor under the terms of said Contract agrees to replace  
and/or repair without cost to the State of Nevada any damage or imperfections due to faulty  
labor or materials incorporated in said work for a period of one (1) year, from and after the  
date of completion and acceptance by Owner of the work contracted to be performed;

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH  
that if the Contractor shall well and truly save harmless and indemnify the Owner from and  
against any and all claims and demands or liens and shall also complete in all its parts all  
the work described in said Contract within the time and in the manner therein specified and  
shall for a period of one (1) year from the date the work contracted to be performed is  
completed and accepted by Owner replace and repair any and all defects arising in said work,  
whether resulting from defective material or workmanship, and shall also observe, perform,

fulfill, and keep all and every Covenant and with within the time and in the manner therein Contractor to be kept, performed and complied agreement in said Contract on the part of the specified and shall truly and fully comply with all guarantees required in said Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the State of Nevada, to perform and fully complete the work mentioned and described in said Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, said principal fails or neglects to so perform and fully complete said work; the said Surety further agrees to commence said work of full completion within twenty (20) days after notice thereof from the State of Nevada, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of said Contract shall release or exonerate any Surety or Sureties upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the Owner, and that the due execution and delivery hereof is a condition precedent to liability on the part of the Owner, on said above-mentioned Contract. It is further understood and agreed that this bond is made in compliance with NRS 339.010 to 339.030, inclusive, and all acts amendatory thereof and supplemental thereto; and that all benefits therein set forth inure to the benefits of Owner.

IN WITNESS WHEREOF, This instrument has been executed this 30TH day of DECEMBER, 19 77.

APPROVED as to Form Only 1/3/78  
ROBERT LIST  
Attorney General for the State of Nevada

By Donald A. Harris  
Deputy Attorney General

Licensed Nevada Resident Agent  
DON A. HARRIS & ASSOCIATES, INC.

Name  
4055 S. SPENCER ST. #100, LAS VEGAS, NEVADA  
Address

Donald A. Harris  
DONALD A. HARRIS

(NOTE: This signature to be notarized)

RICO PAVING & GRADING COMPANY  
Contractor

By (sign) [Signature]  
(type) Richard Ramirez  
(title) Owner

(NOTE: This signature to be notarized)  
State of Nevada Contractor's Lic. No. 8943A

Name of Surety  
FIREMAN'S FUND INSURANCE COMPANY

By (sign) Donald A. Harris  
(type) DONALD A. HARRIS  
Attorney-In-Fact

Amount of Bond Premium (Bond Premium to be Filled in by the Surety Company)  
\$ 892.00

State of NEVADA }  
County of CLARK } ss:

On DECEMBER 30, 1977, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared DONALD A. HARRIS

known to me to be Attorney-in-Fact of FIREMAN'S FUND INSURANCE COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated.

My Commission Expires 3/13/81

*D. Fay Belvin*  
Notary Public  
CLARK COUNTY  
D. FAY BELVIN  
NOTARY PUBLIC - CLARK COUNTY - NEVADA  
MY COMMISSION EXPIRES MARCH 13, 1981

360212-6-66

STATE OF ~~NEVADA~~ NEVADA }  
COUNTY OF CLARK } ss.

ON DECEMBER 30, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared

RICHARD RAMIREZ

known to me, to be the person whose name IS subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal



*Sandra L. Carson*  
Notary Public State of Nevada  
CLARK COUNTY  
Sandra L. Carson  
Notary Public in and for said State.  
My Commission Expires Dec. 27, 1980

ACKNOWLEDGMENT - General - Walcotts Form 233 - Rev. 3-64

STATE OF NEVADA PUBLIC WORKS BOARD

LABOR AND MATERIAL BOND NO. SC 6315667  
TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS,

THAT, RICO PAVING & GRADING COMPANY .....doing business under  
the firm name and style of, RICO PAVING AND GRADING COMPANY .....  
as Principal, hereinafter called Contractor, and, Fireman's Fund Insurance Company .....

.....  
a corporation organized and existing under the laws of the State of California.....  
and lawfully authorized to and doing business as a Surety within the State of Nevada, as  
Surety, are held and firmly bound unto the State of Nevada acting through its.....

State Public Works Board  
hereinafter called "Owner" in the penal sum of SEVENTY FOUR THOUSAND THREE HUNDRED  
FIFTY AND NO/100 DOLLARS

..... Dollars (\$ 74,350.00.....)  
lawful money of the United States of America to be paid to the Owner, or its assigns, said  
sum being 100% of the contract amount payable by the State of Nevada under the terms  
of the contract, for which payment well and truly to be made we bind ourselves, our heirs,  
executors, administrators, successors, and assigns jointly, and severally, firmly by these  
presents.

WHEREAS, The Contractor is about to enter into a contract in writing dated the.....  
day of JAN 3 1978....., 19....., with the Owner,  
covering the work described as follows:

PAVING AND SITE IMPROVEMENTS  
Nevada Girls Training Center  
Caliente, Nevada RE-BID

which said Contract and the plans and specifications therein mentioned are attached hereto  
and are hereby made a part hereof as fully as if copied at length herein.

AND WHEREAS, Said Contractor is required by Nevada Revised Statutes 339.010 to  
339.090, inclusive, and all acts amendatory thereof and supplemental thereto, to furnish a  
bond in connection with said contract, to secure the payment of claims of laborers, mechanics,  
or materialmen employed on work under said contract, as provided by law;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if said  
Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors,  
shall fail to pay for any materials, provisions, provender or other supplies, implements or  
machinery used in, upon, for or about the performance of the work contracted to be done, or  
for any work or labor thereon of any kind, or for amounts due under the Unemployment  
Compensation Law with respect to such work or labor, as required by the provisions of NRS  
612, and provided that the claimant shall have complied with the provisions of said law, the  
Surety hereon will pay for the same within thirty (30) calendar days an amount not exceeding  
the sum specified in this bond, then the above obligation shall be null and void, otherwise to  
remain in full force and effect. In case suit is brought upon this bond the said Surety agrees  
to pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under I.R.S.E. 603, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, This instrument has been executed this 30TH day of DECEMBER, 19 77.

APPROVED as to Form Only 1/3/78

ROBERT LIST  
Attorney General for the State of Nevada

By Donald A. Harris  
Deputy Attorney General

Licensed Nevada Resident Agent  
DON A. HARRIS & ASSOCIATES, INC.

Name  
4055 S. SPENCER ST., #100, LAS VEGAS,  
Address NEVADA

Donald A. Harris  
DONALD A. HARRIS

(NOTE: This signature to be notarized)

RICO PAVING & GRADING COMPANY  
Contractor

By (sign) [Signature]

(type) Richard Ramirez

(title) Owner

(NOTE: This signature to be notarized)  
State of Nevada Contractor's Lic. No. 8943A

FIREMAN'S FUND INSURANCE COMPANY  
Name of Surety

By (sign) Donald A. Harris

(type) DONALD A. HARRIS  
Attorney-In-Fact

Amount of Bond Premium (Bond Premium to be filled in by the Surety Company)

\$: INCLUDED

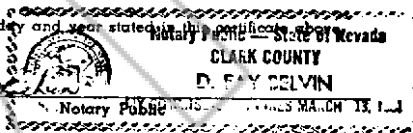
State of NEVADA } ss:  
County of CLARK

On **DECEMBER 30, 1977**, before me, a Notary Public in and for said County and State, residing thereon, duly commissioned and sworn, personally appeared **DONALD A. HARRIS**

known to me to be Attorney-in-Fact of **FIREMAN'S FUND INSURANCE COMPANY** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated above.

My Commission Expires **3/13/81**



360212-5-85

STATE OF ~~OREGON~~ NEVADA } ss.  
COUNTY OF CLARK

ON **DECEMBER 30**, 19 **77**, before me, the undersigned, a Notary Public in and for said State, personally appeared

**RICHARD RAMIREZ**

known to me, to be the person whose name **IS** subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

*Sandra L. Carson*  
Notary Public in and for said State.



Notary Public State of Nevada  
CLARK COUNTY  
**Sandra L. Carson**  
My Commission Expires Dec. 27, 1980

ACKNOWLEDGMENT—General—WOLFE'S Form 233—Rev. 3-84



GENERAL POWER OF ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

DONALD A. HARRIS, JOSEPH A. BEYKIRCH, D. FAY BELVIN and MARILYN M. DUNN jointly or severally

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect

Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30, Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and that said Resolution has not been amended or repealed.

RESOLVED, that the signature of any Vice-President, Assistant Secretary and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, or any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 18th day of April 19 77



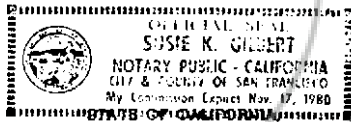
FIREMAN'S FUND INSURANCE COMPANY

By William W. Lauber Vice-President

STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO

On this 18th day of April 19 77, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Susie K. Gilbert Notary Public

CERTIFICATE

CITY AND COUNTY OF SAN FRANCISCO

I, the undersigned, Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco, Dated the 30TH day of DECEMBER 19 77



Jeffrey S. Wilson Assistant Secretary

NEVADA STATE PUBLIC WORKS BOARD  
**BID PROPOSAL FORM**

PROJECT IDENTIFICATION:

ALL BIDS SHALL BEAR THIS ADDRESS:  
 SECRETARY, NEVADA STATE PUBLIC WORKS BOARD.

EDA Project  
 No. 07-51-26666

ARTICLE 1.

OWNER TO COMPLETE	PROJECT NAME AND LOCATION	PAVING AND SITE IMPROVEMENTS, Nevada Girls Training Center Caliente, Nevada
	ARCHITECT OR ENGINEER	Nevada State Public Works Board
	CONTRACT TIME LIQUID. DAMAGES	CALENDAR DAYS: 90 EACH EXCESS CALENDAR DAY: \$ 70.00
	BID OPENING	DATE: November 17, 1977 TIME: 2:00 P.M., Local Time PLACE: Conference Room, Physical Plant Department, Harmon Avenue, University of Nevada, Las Vegas, Nevada
CONTRACTOR TO COMPLETE	NAME AND ADDRESS OF BIDDER	Rico Paving & Grading 3588 Valley View Blvd SE Las Vegas, Nevada 89103
	IF PARTNERSHIP NAMES OF PARTNERS	
	IF CORPORATION STATE OF INCORPORATION	
	BID GUARANTEE MIN. 5% OF BID	UNDERLINE ONE <u>BID BOND</u> CASH, CERTIFIED CHECK, CASHIER'S CHECK
	ADDENDA RECEIPT ACKNOWLEDGED	ADDENDA NUMBERED #1-11/8/77 #2-11/10/77

ARTICLE 2.

IN COMPLIANCE WITH THE NOTICE TO CONTRACTORS—INVITATION TO BID, AND IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS, THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS FOR THE PROJECT, THE UNDERSIGNED BIDDER, BEING DULY LICENSED TO PERFORM SUCH WORK BY THE NEVADA STATE CONTRACTOR'S BOARD, AND BEING THOROUGHLY FAMILIAR WITH ALL LOCAL CONDITIONS AFFECTING THE COST OF THE PROJECT, HAVING CAREFULLY EXAMINED THE SITE, CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS AND ANY ADDENDA THERETO PREPARED BY THE PROJECT ARCHITECT OR ENGINEER, PROPOSES TO PROVIDE, AND TO FURNISH FOR THE COSTS SET FORTH IN THE FOLLOWING BID SCHEDULE, ALL THE LABOR AND MATERIALS, TOOLS, UTILITIES, TRANSPORTATION, EQUIPMENT AND SERVICES REQUIRED TO PERFORM AND TO COMPLETE IN A WORKMANLIKE MANNER ALL THE WORK FROM THE DATE OF THE NOTICE TO PROCEED WITHIN THE ESTABLISHED CONSTRUCTION TIME, SUBJECT TO LIQUIDATED DAMAGES FOR EXCESS WORKING TIME AS ESTABLISHED UNDER ARTICLE 1.

ARTICLE 3. BID SCHEDULE

BASE BID	<p>DESCRIPTION: As shown on the plans.</p> <p>Provide a 2" asphalt cement overlay from the Railroad Tracks to a point between cottages C and H, PTS A-B on plans; provide a 6" gravel base course for future paving from points B-C on plans; provide a 2" asphalt cement overlay at the maintenance yard, East parking lot, and Forbes trailer area; pour a 5" 40' x 100' concrete slab; provide an 18" CMP and drop inlet at the maintenance yard; provide lighting for the tennis courts and new concrete slab area; fill and grade the area South of the tennis courts and the future playground and golf area; provide backstop, fencing and dugout enclosures at the softball field.</p>
<p>FOR THE SUM OF:</p> <p><u>EIGHTY-SIX THOUSAND SEVEN HUNDRED</u> DOLLARS IS <u>86,750<sup>00</sup></u> ,  <u>FIFTY-DOLLARS NO CENTS</u></p>	

BID SCHEDULE CONTINUED

ADDITIVE ALTERNATE A	DESCRIPTION: Provide a 2" asphalt cement overlay over the new base course, points B-C on plans.
FOR THE SUM OF  SEVENTH THOUSAND FIVE HUNDRED DOLLARS DOLLARS IS 7,500 <sup>00</sup>	
ADDITIVE ALTERNATE B	DESCRIPTION: Purchase and install playground equipment for the graded area South of the gymnasium.
FOR THE SUM OF  ONE THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS DOLLARS IS 1661 <sup>00</sup>	
ADDITIVE ALTERNATE C	DESCRIPTION: Purchase and install a miniature golf course for the graded area South of the gymnasium.
FOR THE SUM OF  SEVEN THOUSAND SEVEN HUNDRED DOLLARS DOLLARS IS 7,700 <sup>00</sup>	
ALTERNATE D	DESCRIPTION:
FOR THE SUM OF  DOLLARS IS	
ALTERNATE E	DESCRIPTION:
FOR THE SUM OF  DOLLARS IS	

OMIT THIS PAGE IF ALTERNATES DO NOT APPLY

ARTICLE 4. LIST OF SUBCONTRACTORS

WORK	NAME AND ADDRESS
EARTH WORK	Rico Paving & Grading
PAVING	" " "
CONCRETE	So. Nevada Concrete
REINFORCING	So Nevada Concrete
MISC. STEEL	So Nevada Concrete
CARPENTRY	So Nevada Concrete
ELECTRICAL	Mead Electric Co.
FENCING	Boundary Fence Co.

ARTICLE 5.

BY AFFIXING HIS SIGNATURE, THE BIDDER CERTIFIES THAT THIS BID PROPOSAL IS SUBMITTED IN ACCORDANCE WITH ALL THE PROVISIONS CONTAINED IN THE INSTRUCTIONS TO BIDDERS, WHICH SHALL BE DEEMED APPLICABLE TO THE WITHIN PROPOSED BID.

THIS BID PREPARED AND SIGNED BY:

BY: (SIGN) [Signature] TITLE owner  
 (TYPE)

DATE 11/17/77 NEVADA CONTRACTORS LICENSE NO. 8943-A

STATE OF NEVADA PUBLIC WORKS BOARD

BID BOND #SOR 6278459

KNOW ALL MEN BY THESE PRESENTS, that we, Rico Paving & Grading Company

as Principal, hereinafter called the Principal, and Fireman's Fund Insurance Company

a corporation duly organized under the laws of the State of California as Surety, hereinafter called the Surety, are held and firmly bound unto the

STATE OF NEVADA

as Obligees, hereinafter called the Obligees, in the sum of (5%) Five Percent of Bid Attached Dollars (\$.....)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for PAVING AND SITE IMPROVEMENTS, Nevada Girls Training Center, Caliente, Nevada

NOW, THEREFORE, the condition of this obligation is such that if the Obligees shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligees within the time required and in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be void; otherwise, the Principal and Surety shall pay to the Obligees the difference in money between the amount specified in said bid and such amount for which the Obligees legally contracts with another party to perform the work covered by said bid, if the latter amount exceeds the former, together with such additional costs and expenditures which the Obligees necessarily incurs as actual damages resulting from failure of the Principal to execute the contract and give bonds as aforesaid, including, but not limited to, the cost of re-advertising the work for bid, if such be the case; but in no event shall the Surety's liability exceed the penal sum hereof.

Signed this 19<sup>th</sup> day of November, 1977.

(Witness)

D. Fay Belvin  
(Witness)

Rico Paving & Grading Company  
(Principal)

(Title)

Fireman's Fund Insurance Company  
(Surety)

(Title)

Donald A. Harris  
DONALD A. HARRIS  
ATTORNEY-IN-FACT

June 13, 1970

GENERAL  
POWER OF  
ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

DONALD A. HARRIS, JOSEPH A. BEYKIRCH,  
D. FAY BELVIN and MARILYN M. DUNN  
jointly or severally

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect

Article VIII. Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument conferring their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 18th day of April, 1977.



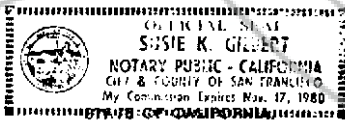
FIREMAN'S FUND INSURANCE COMPANY

By William W. Lauber  
Vice-President

STATE OF CALIFORNIA,  
CITY AND COUNTY OF SAN FRANCISCO

On this 18th day of April, 1977, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument, that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



CERTIFICATE

Sussie K. Gilbert  
Notary Public

CITY AND COUNTY OF SAN FRANCISCO

I, the undersigned, Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article VIII Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco, Dated the 17TH day of NOVEMBER, 1977.



Jeffrey S. Wilson  
Assistant Secretary

360546 (HO) -- FF -- 11-76

No. 61145 Recorded at the request of Pub. Work Board at 1:01 p m,  
this 12 day of January A.D. 1978, in Book 23 at page 581 Official Records  
Lincoln County, Nevada.

David Belandier  
County Recorder  
BCCX 23 PAGE 595