# JUDICIAL LAW ENFORCEMENT CENTER PARTING PROJECT CONTRACT NUMBER 88-06-06 JUNE 1988 & 5024

CONTRACT

'88 JUL 15 P2:21

THIS AGREEMENT. made this day of the 1986, by and between G & G Western Painting, Newada State Contractor's License Number 019312. hereinafter called CONTRACTOR and Douglas County. Nevada. a political subdivision of Nevada. acting by and through its Board of County Commissioners, hereinafter called OWNER.

## WITHESSED:

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 Judicial Law Enforcement Center Painting Project, Contract Number 88-06-06.

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 form the date of receipt of the formal Notice to Proceed unless the period for completion is specifically stated otherwise or as amended by the General Provisions.

Should the contractor fail or refuse to complete the work within the stipulated time, including any authorized extensions of time, there shall be deducted form the monies due him, not as a penalty, but as liquidated damages, the sum of One Hundred Dollars (\$100.00) for each calendar day (Saturdays, Sundays, and legal State holidays as defined in NRS 236.015 excepted) required to complete the work in addition to the period of time hereinbefore set forth.

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.

## JUDICIAL LAW ENFORCEMENT CENTER PAINTING PROJECT CONTRACT NUMBER 88-06-06 JUNE 1988

## 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, subject to any additions or deductions provided here in, the sum of Eighteen thousand three hundred dollars and no cents (\$18,300.00) for the Base Bid and Ten thousand one hundred fifty dollars and no cents (\$10,150.00) for the Bid Alternate, as defined within 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 Performance Bond and a Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total contract sum.

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.

## JUDICIAL LAW ENFORCEMENT CENTER PAINTING PROJECT CONTRACT NUMBER 88-06-06 JUNE 1988

### ARTICLE SEVEN - GUARANTEE BOND:

The Contractor shall, prior to the acceptance of the work by the OWNER, furnish a Guarantee Bond furnished by a company acceptable to the OWNER, in an amount equal to ten (10%) percent of the final contract price, to guarantee the work for a period of one (1) year from the completion date of the contract.

### 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
Instructions to Bidders
Proposal
Bid Bond
Payment Bond
Performance Bond
General Provisions
Special Provisions
Technical Provisions
Construction Plans
Standard Specifications for Public Works Construction
Standard Details for Public Works Construction
Uniform Building Code (current edition)

(Continued Next Page)

## JUDICIAL LAW ENFORCEMENT CENTER PAINTING PROJECT CONTRACT NUMBER 88-06-06 **JUNE 1988**

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

DOUGLAS COUNTY.NEVADA (owner)

By:

Michael E. Fischer. Chairman Board of County Commissioners

ATTEST:

day of 1)() . 1988, Michael E. Fischer. Chairman of the Douglas County Board of Commissioners, personally appeared before me, Barbara Reed, Douglas County Clerk, and acknowledged to me that he executed the above instrument behalf of Douglas County, a political subdivision of the State of Nevada.

Barbara Reed, Douglas County Clerk

G & G Western Painting

State of Nevada

)ss.

County of Douglas)

On the // day of July personally appeared before me. a Notary Public. George acknowledged that he executed the above

NOTARY PUBLIC

LINDA L. BRYAN

Notary Public - State of Nevada Appointment Recorded In Washoe County

MY APPOINTMENT EXPIRES JULY 13, 1931

## JUDICIAL L ENFORCEMENT CENTER PAINT ( CONTRACT NUMBER 88-06-06 JUNE 1988

PROJECT

BOND #957888P PREMIUM \$569.00

## FAITHFUL PERFORMANCE BOND FOR PUBLIC WORKS CONSTRUCTION (PURSUANT TO NRS 339)

KNOW ALL MEN BY THESE PRESENTS. that G & G WESTERN PAINTING, 950 E. GREG STREET, SPARKS, NV 89431

(Name and address or legal designation of Contractor) as Principal, herein after called "PRINCIPAL, and INDEMNITY COMPANY OF CALIFORNIA, 333 WILSHIRE, ANAHEIM, CA 92801

(Legal designation and address of Surety) authorized to business of surety in the State of Nevada, as Surety, hereinafter called "SURETY", are held and firmly bound unto the County Douglas, a political subdivision of the State of Nevada, Oblique, hereinafter called "OWNER", for the use and benefit hereinafter in as defined the TWENTY EIGHT THOUSAND FOUR HUNDRED FIFTY AND NO/100--------- Dollars (\$28,450.00-----), an amount no less than one hundred (100%) of the contract amount, for the payment whereof PRINCIPAL SURETY themselves, their heirs. bind executo: -. administrators, successors and assigns, jointly and severally, firmly by these present.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is the condition that if the PRINCIPAL as Contractor in the Contract shall faithfully perform each and all of the conditions of the CONTRACT to be performed by him, at the times and places therein agreed upon and in conformity with the terms, specifications and conditions stated and referred to in the CONTRACT, then this obligation shall be void; otherwise, it shall remain and be if full force and effect.

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## FAITHFUL PERFORMANCE BOND (continued)

THE SURETY, for value received, hereby stipulates and agrees that no prepayment or delay in payment and no charge, extension, addition or alteration of any provision of the CONTRACT or in the plans, profiles, detailed drawings, specifications, and no forbearance on the part of the OWNER shall operate to relieve SURETY from liability on this bond and consent thereto without notice to or consent by SURETY is hereby given, and SURETY hereby waives provisions of any law relating thereto.

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 no right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein the heirs, executors, administrators or successors of OWNER.

SIGNED and SEALED this 30th day of JUNE, 1988.

IN THE PRESENCE OF:

G & G WESTERN PAINTING

PRINCIPAL

Seal

Title

INDEMNITY COMPANY OF CALIFORNIA

SURETY

(seal)

PEGGY ROY, ATTORNEY IN FACT

Title

Attorney-in-fact

CORPORATION

STATE OF CALIFORNIA

COUNTY OF Sacramento

June 30, 1988

, before me, the undersigned, a Notary Public in and for said State,

personally appeared \_

PEGGY ROY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Attorney-in-Fact on behalf of Indemnity Company of California, the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Signature Julian Stermood

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## JUDICIAL L ENFORCEMENT CENTER PAINTI CONTRACT NUMBER 88-06-06 JUNE 1988

PROJECT

BOND #957888P PREMIUM INCLUDED IN PERFORMANCE

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

KNOW ALL MEN BY THESE PRESENTS. that G & G WESTERN PAINTING, 950 E. GREG STREET, SPARKS, NV 89431

(Name and address or legal designation of Contractor) as Principal, herein after called "PRINCIPAL, and INDEMNITY COMPANY OF CALIFORNIA, 333 WILSHIRE, 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 Douglas, a political subdivision of the State of Nevada, Obligee, hereinafter called "OWNER", for the use and benefit of as hereinafter defined the TWENTY EIGHT THOUSAND FOUR HUNDRED FIFTY AND NO/100------Dollars (\$28,450.00----), an amount no less than one hundred (100%) of the contract amount, for the payment whereof PRINCIPAL themselves. their heirs. SURETY bind administrators, successors and assigns, jointly and several'v, firmly by these present.

WHEREAS. PRINCIPAL has. by written agreement dated entered into contract with OWNER for the FURNISH ALL MATERIALS, SUPPLIES, EQUIPMENT, LABOR AND OTHER SERVICES NECESSARY TO PERFORM ALL WURK IN SPECIFICATIONS & CONTRACT TITLED-JUDICIAL LAW-ENFORCEMENT CENTER PAINTING PROJECT -- PROJECT -#88 06-06. which contract 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.

## 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, teams 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  $30\,\mathrm{th}$  day of JUNE . 1988 .

Besident Agent

G & G WESTERN PAINTING

PRINCIPAL

(seal)

Title

INDEMNITY COMPANY OF CALIFORNIA

SURBTY

(seal)

PEGGY ROY\

ATTORNEY IN FACT

CORPORATION

STATE OF CALIFORNIA

COUNTY OF Sacramento

June 30, 1988

. before me, the undersigned, a Notary Public in and for said State,

personally appeared

PEGGY ROY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Attorney-in-Fact on behalf of Indemnity Company of California, the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official scal.

Signature Division Therwood

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## JUDICIAL L ENFORCEMENT CENTER PAINTI PROJECT CONTRACT NUMBER 88-06-06 JUNE 1988

### GUARANTEE BOND

BOND #957888P
PREMIUM INCLUDED
IN PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS. on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_. 19\_\_\_\_. Douglas County. Nevada as "OWNER" has awarded to G & G WESTERN PAINTING hereinafter designated as "PRINCIPAL" a contract for FURNISH ALL MATERIALS, SUPPLIES, EOUTPMENT, LABOR & OTHER SERVICES NECESSARY TO PERFORM ALL WORK IN SPECIFICATION & CONTRACT TITLED JUDICIAL LAW ENFORCEMENT CENTER PAINTING PROJECT, PROJECT W88-06-06 WHEREAS. said Principal is required under the terms of said contract to furnish a bond quaranteeing for a period of twelve (12) months from the date of acceptance of said contract, the work described in said contract against defective material and or workmanship.

NOW THEREFORE, we the PRINCIPAL and INDEMNITY COMPANY OF CALIFORNIA as Surety, hereinafter designated as "SURETY", are held firmly bond unto Douglas County, a political subdivision of the State of Nevada, hereinafter called "OBLIGEE", in the penal sum of TWO THOUSAND EIGHT HUNDRED FORTY FIVE AND NO/100------ Doll as (\$2,845.00-----), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if above-bounden PRINCIPAL. his or it's heirs, executors, administrators, successors, or assigns shall for the said period of twelve (12) months from the date of acceptance of said work (as witnessed in the recorded Notice of Completion) replace any and all workmanship, together with any other work resulting from defective material and or workmanship, together with any other work which may be displaced in so doing, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue. And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration. or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect it's obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the specifications.

#### JUDICIAL L' ENFORCEMENT CENTER PAINTI PROJECT CONTRACT NUMBER 88-06-06 **JUNE 1988**

## GUARANTEE BOND (continued)

PRINCIPAL and SURETY agree that should OBLIGEE become a party to any action on this bond that, each will also pay OBLIGEE'S reasonable attorney's fees incurred therein in addition to the sum above set forth.

DATED this 30th day of JUNE	.19_88
	PRINCIPAL BY: Charles engus  Title: 3.
(attach acknowledgement)	SURETY: INDEMNITY COMPANY OF CALIFORNIA
	By:
	(Attorney in Fact) PEGGY ROY
Any claims under this bond sho	uld be addressed to:
(List Name & Address of SURETY	<u> </u>
INDEMNITY COMPANY OF CALIFORNIA	
333 WILSHIRE	
ANAHEIM, CA 92801	
Mark J. Kirch Frontier Bonding Service, Inc. P.O. Box 6046 Reno, Nevada 89513-6046  Nevada Telephone Number of Sur	(Name and Address of Nevada Surety Agent, if different than above)  ety Agent: (702) 323-2252
Approved:	, , , , , , , , , , , , , , , , , , , ,
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CORPORATION	
	be have
STATE OF CALIFORNIA COUNTY OF Sacramento SS.	fied
On June 30, 1988 , before	me, the undersigned, a Notary Public in and for said State,
personally appeared PEGGY ROY	
personally known to me (or proved to me on the basis of satisfactory	
evidence) to be the person who executed the within instrument as Attorney- in-Fact on behalf of Indemnity Company of California, the corporation	
therein named, and acknowledged to me that the corporation executed it.	GOVERNO STATE OF THE STATE OF T
WITNESS my hand and official seal.	SATURA DE CONTRA LA CONTRA
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## OWER OF AFTORNET EMNITY COMPANY OF CALIFOR 'A AND DEVELOPERS INSURANCE COMPANY

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

- NCTICE: 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

PEGGY ROY

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 to any certificate relating thereto by facsimile, and any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or to any certificate relating the re ney 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 20th day of October, 1986.

MDI:WMII.	T COMPANY	OF	CALIFORNIA

**DEVELOPERS INSURANCE COMPANY** 

Sweeney, President ATTEST ATTEST Ву

lerome .l

Crowell, Secretary

President

STATE OF CALIFORNIA

COUNTY OF ORANGE

On December 15, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerome J. Sweeney 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

OFFICIAL SEAL VIRGINIA M. LOUMAN **NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY** My Commission Expires Mar. 13, 1989 [

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 30th day of JUNE

INDEMNITY COMPANY OF CALIFORNIA

Thomas H. Tyrell Sr., **Executive Vice President** 

**DEVELOPERS INSURANCE COMPANY** 

Thomas H. Tyrull, Jr.,

**Executive Vice President** 

### EDMAQUEMECE (1915 ISSUE DATE (MM/DD/YY) 6/24/88 PRODUCER Patten Insurance Agency Patter Insurance Agency Patter Patter Pattern 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. Reno, NV 89509 COMPANIES AFFORDING COVERAGE JUN 27 1988 COMPANY LETTER Safeco Insurance Company GOUGLAS COUNTY PUBLIC WORKS COMPANY LETTER INSURED George I. Desipris COMPANY LETTER dba: G & G Western Painting COMPANY LETTER 950 E. Greg Street Sparks, NV 89431 COMPANY

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.

LETTER

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

Job: Judicial Law Enforcement Center
Painting Project 88-06-06

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Mr. Mark Gonzales
City Engineer
Douglas County Public Works
P. O. Box 218
Minden, NV 89423

MOBILERYON

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

nargareta J. Holiand &

## PEQUESTED BY CERTIFIED COPY IN DEFICIAL RECORDS OF The document to which this coefficients is officiend is a full, true and correct complete the original on file and on District attorney record in my office SEAL 188 JUL 19 A8:50 of the State of Nevoda, in and for the County of Dauglas. LUZANNE BEAUDREAU RECORDER

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PAID DEPUTY

DATE: