

NF
Clerks
Treas

FILED

90.042

'90 JUN 18 AM 11:49

CONTRACT
LANDSCAPING IMPROVEMENTS
AT
DOUGLAS COUNTY AIRPORT

BY Alvin DEPUT

THIS AGREEMENT, made this 29th day of May 19 90, by and between King Construction Co., Nevada State License Number 26833, hereinafter called the CONTRACTOR and the Douglas County Board of Commissioners, hereinafter referred to as "OWNER".

W I T N E S S E T H :

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

Article 1 - Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, transportation, services, appliances, appurtenances and do all the work for the construction of the Landscaping Improvements at Douglas County Airport.

Article 2 - Time of Completion

The work to be performed under this Contract shall be completed within thirty (30) consecutive calendar days, unless the period for completion is extended as provided in the Special Conditions.

Time is of the essence on this Contract.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extension of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of \$100.00 for each calendar day required to complete the work in addition to the period of time hereinbefore set forth.

Article 3 - Progress Payments

The Owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the Contract Documents.

Article 4 - The Contract Sum

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. This sum is to be paid in the manner and under the conditions hereinbefore specified.

228382

BOOK 690 PAGE 2183

Article 5 - Labor

The Contractor will pay, and will require all subcontractors to pay, all employees on said work, a salary or wage for such work as set forth in the wage standards applicable to this work, as contained or referenced in the Contract Documents.

Article 6 - Wage Rates

The Contractor will pay, and will require all subcontractors to pay, all employees on said work a salary or wage for such work as set forth in the wage standards applicable to this work, as contained in or referenced by the Contract Documents.

Article 7 - Insurance

The Contractor shall carry industrial insurance and require all subcontractors to carry industrial insurance as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Contractor or his Subcontractors failure to pay premiums will automatically authorize the Owner to withhold equal amount from funds due to Contractor and make insurance premium payments on behalf of the Contractor or his Subcontractors.

Article 8 - Performance and Labor and Material Bonds

The Contractor agrees that he will, before this Contract becomes effective, furnish the Owner with a Performance Bond and a Labor and Material 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 Contract.

The Labor and Material 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 the work and for any labor done thereon.

This Contract shall not become effective until such bonds are supplied to and approved by the Owner.

228382

BOOK 690 PAGE 2484

Article 9 - Guarantee Bond

The Contractor shall, prior to the acceptance of the work, furnish a Guarantee Bond on the form bound herein, in an amount equal to ten (10%) percent of the Contract price, to guarantee the work through the guarantee period.

Article 10 - The Contract Documents

The Contract Documents shall consist of the Notice Inviting Sealed Proposals, Information for Bidders, the Proposal, Bid Bond, this Contract, the Performance Bond, Labor and Material Bond, Guarantee Bond, Contractor's Certificate Regarding Workmen's Compensation, Certificate of Insurance ((Workmen's Compensation) or (Workmen's Compensation, Self-Insured Contractors) as applicable), Insurance Endorsement, Workmen's Compensation, Self-Insured Contractors, Certificate of Insurance (Liability), Insurance Endorsement (Liability), General Conditions, Special Conditions (DIVISION 1 - SPECIAL CONDITIONS, DIVISION 2, and 15, TECHNICAL SPECIFICATIONS), Standard Specifications for Public Works Construction, Standard Details for Public Works Construction, the Plans; Addenda (if any), and all supplemental agreements amending or extending the work contemplated.

228382

BOOK 690 PAGE 2485

Contract - 3 of 4

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

Dated: 5-29-90

By: [Signature]
Norm Starrett
Douglas County Purchasing Agent

ATTEST: _____

Dated: _____

CONTRACTOR: King Construction Co.

BY: [Signature] President

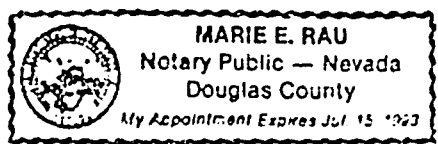
ADDRESS: 2040 E. Farm District Rd.
Fernley, NV 89408

Contractor's License No: 26833

Subscribed and sworn to before me the 29 day of May 19 90

Marie E. Rau
Signature of Notary Public in and for the
County of Douglas
State of Nevada

S E A L



228382
BOOK 690 PAGE 2486

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.

DATE: June 18, 1990
[Signature] District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

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

'90 JUN 18 P3:30

SUZANNE DEAUDREAU
RECORDER

228382

\$ 5 PAID K12 DEPUTY
BOOK **690** PAGE **2487**