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CONTRACT

New Hanger Area Improvements
at
Douglas County Airport

BY Bliff DEPUTY

THIS AGREEMENT, made this 22 day of May, 1990, by and between A&A CONSTRUCTION, Nevada State License Number 0019701, hereinafter called the CONTRACTOR and 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:

CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation, services, appliances, appurtenances and do all the Work for the construction of the New Hanger Area Improvements at Douglas County Airport.

ARTICLE 2

ENGINEER:

The Project has been designed by R.O. Anderson Engineering, 1521 Highway 395, Gardnerville, Nevada, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

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ARTICLE 3

Contract Time and Liquidated Damages:

3.1. *Contract Time.* The Work will be substantially complete within forty-five (45) consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within sixty (60) consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer substantial hardship if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred Dollars for each day that expires after time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.

ARTICLE 4

Contract Price:

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents subject to additions and deductions provided therein, in current funds the stipulated sum of Seventy Four Thousand Eighty Two Dollars and Forty One Cents (\$74,082.41).

ARTICLE 5

Payment Procedures:

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

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5.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of the CONTRACTOR's Applications for Payment as recommended by ENGINEER. OWNER will retain a portion of the amount otherwise due the CONTRACTOR. The amount retained by OWNER will be as follows:

5.1.1. Until fifty percent (50%) of the Work has been completed, OWNER shall retain ten percent (10%) of such estimated value of the Work as part security for the fulfillment of the Contract by CONTRACTOR.

5.1.2. When fifty percent (50%) of the Work has been completed, the amount retained shall be reduced to five percent (5%) of each estimated value, provided OWNER finds that satisfactory progress is being made and there is no specific cause for greater retainage.

5.2. Upon Substantial Completion, OWNER shall pay to the CONTRACTOR ninety-five percent (95%) of the contract Price less such amounts as ENGINEER shall determine in accordance with paragraph 14.7 of the General Conditions.

5.3. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 13.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in paragraph 14.13.

ARTICLE 6

Contractor's Representations:

In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized himself with the nature and, of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2. CONTRACTOR has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Contract Documents and which have been identified in the Supplementary Conditions.

6.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER acceptable to CONTRACTOR.

6.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

ARTICLE 7

Contract Documents:

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Contract made a part hereof and consists of the following:

- 7.1. This Contract (consisting of 5 pages, inclusive).
- 7.2. Bid Form "A", Bid Bond, Performance and Payment Bonds, Certificates of Insurance and Notice of Award.
- 7.3. General Conditions (consisting of 57 pages).
- 7.4. Supplementary General Conditions (consisting of 3 pages).
- 7.5. Technical Specifications consisting of Division 1 - General Requirements, Division 2 - Site Work, and in addition, by reference, the Standard Specifications for Public Works Construction and the Standard Details for Public Works Construction are incorporated.
- 7.6. Addenda (if any).
- 7.7. The Plans (consisting of 2 sheets)

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a modification as defined in paragraph 3.4 and 3.5 of the General Conditions.

Miscellaneous:

8.1. Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys may become due and moneys that are due may not be assigned without such consent except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representative in respect to all covenants, agreements and obligations contained in the Contract Documents.

In WITNESS THEREOF, the parties hereto have signed this Contract in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

Douglas County
Purchasing Department

(OWNER) By: [Signature]

CONTRACTOR:
A&A CONSTRUCTION

By: [Signature]

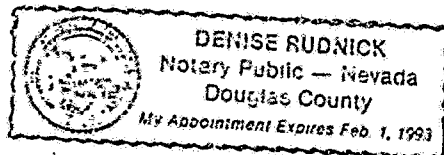
Address for giving notices:

P.O. Box 995
Minden, Nevada 89423

License No. 0019701

Subscribed and sworn to before me
this 11th day of March, 1992.

Signature of Notary Public in and
for the County of Douglas
State of Nevada



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
By [Signature] Clerk of the 1st Judicial 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

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SUZANNE LAUREAU
RECORDER

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