

NF  
Purchasing

FILED

90-106

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CONTRACT

REPAVE AIRPORT APRON  
at  
Douglas County Airport  
Bid 90-008

BY Stordion DEPUTY  
CLERK

THIS AGREEMENT, made this 13<sup>th</sup> day of November, 1990, by and between Granite Construction, Nevada State License Number 8079 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

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SCOPE OF WORK:

CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation, services, appliances, appurtenances and do all the work for: removing and replacing approximately 27,000 sq. ft. of Apron Paving at the Douglas County Airport in accordance with the Terms and Conditions of Douglas County Bid 90-008.

ARTICLE 2

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ENGINEER:

The Project has been designed by Hodges and Shutt, however, ENGINEER shall mean the Douglas County ENGINEER 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

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CONTRACT TIME AND LIQUIDATED DAMAGES:

3.1. CONTRACT TIME. The Work will be substantially complete within twenty consecutive calendar days after the date when the contract Time commences to run based upon the commence date of the Notice to Proceed.

3.2. Liquidated Damages. N/A

ARTICLE 4

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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 One Dollar Thirteen Cents per Square Foot (\$1.13) approximately Thirty Thousand Five Hundred Ten Dollars (\$30,510.00).

ARTICLE 5

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PAYMENT PROCEDURES:

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

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.

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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 entitled Retention.

5.3 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph entitled Retention OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER.

## ARTICLE 6

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### 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 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 acknowledges he has studied the conditions at the site affecting cost, progress or performance of the Work.

## ARTICLE 7

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### 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, Bid Bond, Performance and Payment Bonds, Certificates of Insurance and Notice of Award.

7.3. Terms and Conditions (consisting of 1 page).

7.4. INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS, CONSTRUCTION (Consisting of 7 pages).

7.5. Technical Specifications consisting of Division 1.A. Removal, Division 1.B. Installation, and in addition, by reference, the Standard Specifications for Public Works Construction and the Standard Details for Public Works Construction are incorporated.

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7.6. Addenda (if any).

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 Change Orders of the General Conditions.

ARTICLE 8

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MISCELLANEOUS;

8.1. Terms used in this Contract are defined by common usage.

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 County Clerk. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

Douglas County  
Purchasing Department

(OWNER) By: [Signature]

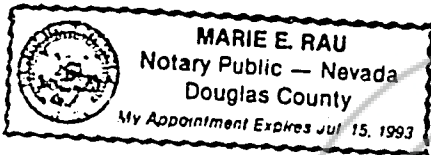
CONTRACTOR;  
Granite Construction Company

By: [Signature]

Mark E. Boitano, Vice President  
Address for giving notices: P.O. Box 900  
Watsonville, CA 95077

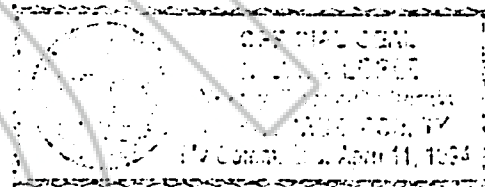
License No. 89

Subscribed and sworn to before me this 8th day of November, 1990.  
[Signature]  
Signature of Notary Public in and for the County of Santa Cruz State of California



11/13/90

Marie E. Rau



**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 this office.

November 15, 1990  
B. Reed  
District Court  
of Douglas.  
Sandra Condon **SEAL** Deputy

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

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SUZANNE CLAUDEAU  
RECORDER

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