Public Works

Recorded at the request of and return to:
Douglas County, Nevada
c/o Barbara Reed, County Clerk
P.O. Box 218
Minden, Nevada 89423

RECEIVED

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SPARA DBARBARA REED

BYW Jarring TR DEPUTY

CONTRACT

THIS AGREEMENT, made this day of July 1991, by and between GRANITE CONSTRUCTION COMPANY 1991, by Nevada State Contractor's License Number 8079 . hereinafter called CONTRACTOR and Douglas County, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners, hereinafter called OWNER.

WITNESSED:

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 Toler Lane Reconstruction Project, DCPW Contract Number 91-07-01.

ARTICLE TWO - TIME OF COMPLETION:

The work to be performed under this contract including all bid alternates shall be completed within sixty (60) CALENDAR days from the date of receipt of the formal "Notice to Proceed" unless the period for completion is specifically stated otherwise.

Should the contractor fail or refuse to complete the work within the stipulated time, including any authorized extensions of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of Two hundred fifty dollars (\$250.00) for each working day 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.

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, entitled "Toler Lane Reconstruction Project", DCPW Contract Number 91-07-01, subject to any additions or deductions provided here in the sum four hundred twenty two and 00/100 _______ Dollars (\$422,422.00 ______), in conformance with 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.

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
Information for Bidders
Proposal
Bid Bond
Performance Bond
Labor & Material Bond
Guarantee Bond
General Provisions
Special Provisions
Technical Provisions
Technical Provisions
Construction Plans
Addenda (if any)
Standard Specifications for Public Works Construction
Standard Details for Public Works Construction

(Continued Next Page)

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

DOUGLAS COUNTY, NEVADA

Michael E. Fischer, Chairman Board of County Commissioners

STATE OF NEVADA)55. COUNTY OF DOUGLAS)

On the day of duguet, 1991, Michael E. Fischer, Chairman, of the Douglas County Board of Commissioners, personally appeared before me, Barbara J. Reed, Douglas County Clerk, and acknowledged to me, that in conformance with the direction of the Board of Douglas County Commissioners meeting of Quly 18, 1991 , he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.

Signed at Reno, Nevada

ALPINÉ INSURANCE ASSOCIATES Nevada Resident Agent

Barbara J. Regd

Douglas County Clerk

Granite Construction Company

title) (name &

R.C. Allbritton, Vice President

State of California)

County of Santa Cruz)

On the 25th day of July , 1991, personally appeared before me, a Notary Public, R.C. Allbritton who acknowledged that he executed the above instrument.



Bond No.: 8131-19-70 Premium: \$2,268.00*

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

KNOW ALL MEN BY THESE PRESENTS, that
GRANITE CONSTRUCTION COMPANY P.O. Box 900, Watsonville, CA 95077
(Name and address or legal designation of Contractor)
as Principal, herein after called "PRINCIPAL, and
FEDERAL INSURANCE COMPANY 15 Mt. View Road, Warren, NJ 07060
(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 of Douglas, a political subdivision of the State of Nevada, as Oblige, hereinafter called "OWNER", for the use and benefit of claimants as hereinafter defined in the amount of
Four hundred twenty two thousand four hundred twenty two & 00/100 Dollars
(\$\frac{422,422.00}{(100%)}\) of the contract amount, for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present. WHEREAS, PRINCIPAL has, by written agreement dated \(\frac{7/8/9/}{2} \)
entered into contract with OWNER for the Toler Lane Reconstruction Project, DCPW Contract Number 91-07-01 which 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 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 infull force and effect.

*The Premium shown on this bond may be subject to adjustment in accordance with the provisions of California law recently adopted by ballot initiative.

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 or the heirs, executors, administrators or successors of OWNER.

IN THE PRESENCE OF:

ν_0	
	GRANITE CONSTRUCTION COMPANY
	PRINCIPAL (seal)
	By: A Allhan
Signed at Reno, Nevada	Title R.C. Allbritton, Vice President
By Sera m. Breev ALPINE INSURANCE ASSOCIATES Nevada Resident Agent	
\ \	FEDERAL INSURANCE COMPANY
	SURETY (seal)
	By: Mothlen Sulp Title Attorney-in-fact
	Kathleen Kenan, Attorney-in-Fact
State of California)	
)ss County of Santa Cruz)	
undergianed Notary Public nersona	, 1991, before me, J. Lynn Lopez, the ally appeared KATHLEEN KENAN, personally name is subscribed to this instrument as
the Attorney-in-Fact of FEDERAL I that she subscribed the name of FE	NSURANCE COMPANY, and acknowledged to me DERAL INSURANCE COMPANY thereto as Surety
and her own name as Attorney-in-Fac	
M. L. L. mag	OFFICIAL SEAL J. LYNH LOPEZ

Notary Public-California SANTA CRUZ COUNTY My Comm. Exp. April 11, 1994

Bond No.: 8131-19-70 Premium included in the Performance Bond.

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

KNOW ALL MEN BY THESE PRESENTS, that
GRANITE CONSTRUCTION COMPANY P.O. Box 900, Watsonville, CA 95077
(Name and address or legal designation of Contractor) as
Principal, herein after called "PRINCIPAL, and
FEDERAL INSURANCE COMPANY 15 Mt. View Road, Warren, NJ 07060
(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 of Douglas, a political subdivision of the State of Nevada, as Oblige, hereinafter called "OWNER", for the use and benefit of claimants as hereinafter defined in the amount of
Four hundred twenty two thousand four hundred twenty two & 00/100 Dollars
(\$\frac{422,422.00}{100%) of the contract amount no less than one hundred percent (100%) of the contract amount, for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, PRINCIPAL has, by written agreement dated $\frac{7-18-91}{100}$ entered into contract with OWNER for the Toler Lane Reconstruction Project, DCPW Contract Number 91-07-01 which 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, transportation 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 $\frac{25 \, \mathrm{th}}{\mathrm{day}}$ of $\frac{\mathrm{July}}{\mathrm{July}}$, 1991.

day ofJuly, 19 <u>91</u> .	
IN THE PRESENCE OF: Michelle D. Ouf	
	GRANITE CONSTRUCTION COMPANY
Signed at Reno, Nevada	PRINCIPAL (seal) By: Allba
By Lena M. Dreer	Title R.C. Allbritton, Vice President
ALPINE INSURANGE ASSOCIATES Nevada Resident Agent	
	FEDERAL INSURANCE COMPANY
	SURETY (seal)
	By: Kathlen Glum Fitle Attorney-in-fact Kathleen Kenan, Attorney-in-Fact
tate of California)	
ounty of Santa Cruz)	
nown to me to be the person whose he Attorney-in-Fact of FEDERAL I	, 1991, before me, J. Lynn Lopez, the ally appeared KATHLEEN KENAN, personally name is subscribed to this instrument as NSURANCE COMPANY, and acknowledged to me DERAL INSURANCE COMPANY thereto as Surety

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CFFICIAL SEAL
J. LYNN LOPEZ
Notary Public-California
SANTA CRUZ COUNTY
My Comm. Exp. April 11, 1934

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POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 15 Mountain View Road, Warren, New Jersey, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint A.V. Otjen, Kathleen Kenan, Paul R. Foster, R.C. Allbritton and William L. Elkins of Watsonville, California-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations on behalf of GRANITE CONSTRUCTION COMPANY AND/OR GRANITE CONSTRUCTION

COMPANY IN JOINT VENTURES-----

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorneys-in-Fact in this Company's name and on its behalf as Surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon this Company.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this lst day of May

Gorporate Seal

STATE OF NEW JERSEY

SS.

FEDERAL INSURANCE COMPANY

County of Somerset

, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL IN-On this 19 90 day of SURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority, and that he is acquainted with James D. Dixon and knows him to be the Vice President of said Company, and that the signature of said James D. Dixon subscribed to said Power of Attorney is in the genuine handwriting of said James D. Dixon and was thereto subscribed by authority of said By-Laws and in deponent's presence.

KET. JERSEY County of Somerset

Acknowledged and Sworn to before me

on the date above written

NICOLETTE T. PASCULLI

Notary Public, State of New Jersey

No. 2066518

Commission Expires October 2, 1994

1, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 2, 1990 and that this By-Law is in full force and effect

CERTIFICATION

"ARTICLE XVIII

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice Chairman or the President or a Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys in fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney

Section 3. All powers of attorney for and on behalf of the Company may and shalf be executed in the name and on behalf of the Company, either by the Chairman or the Vice Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island, and is also duly licensed to become sole surely on bonds, undertakings, etc., permitted or required by law

1. the undersigned Assistant Secretary of FEDERAL INSURANCE COMPANY, do hereby centry that the foregoing Power of Attorney is in full force and effect

Given under my hand and the seal of said Company at Warren, N.J., this,



July 30, 1991

Douglas County
Public Works Department
P.O. Box 218
Minden, NV 89423

RE: TOLER LANE RECONSTRUCTION

Gentlemen:

Enclosed is the Certificate of Insurance for the above referenced project.

The SIIS was requested and will be sent to you under separate cover.

If you have any questions, please do not hesitate to contact the undersigned at the Sparks Branch.

Sincerely,

GRANITE CONSTRUCTION COMPANY

Les neemb

Lea Miernik Administrative Secretary

Enclosure

cc: Gardnerville Office File

RECEIVED AUG 0 1 1991

DOUGLAS COUNTY PUBLIC WORKS

Nevada Operation Sparks Branch

Sparks - Main Office 1900 Glendale P.O. Box 2087 Sparks, NV 89432 .(702) 358-8792 FAX (702) 358-0372 Gardnerville Office 775 US Highway 395 South Gardnerville, NV 89410 (702) 265-4004 FAX (702) 265-4857 Las Vegas Office P.O. Box 94223 Las Vegas, NV 89193 (702) 597-0880 FAX (702) 597-0877

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CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

7/29/91

PRODUCER

INSURED

MCSHERRY & HUDSON P.O. BOX 1019

WATSONVILLE, CA. 95077

WATSONVILLE, CA · 95077

GRANITE CONSTRUCTION COMPANY

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER

AMERICAN CASUALTY COMPANY

COMPANY B LETTER

COMPANY C LETTER

COMPANY D LETTER

COMPANY E LETTER

COVERAGES

P. O. BOX 900

THIS IS TO CERTIFY THAT THE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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ı		AND	1/1	74	Name and Address of the Owner, where the Owner, which is the Ow	///		\$	(EACH ACC	DENT)
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1		OTHER								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

JOB #16-258

TOLER LANE RECONSTRUCTION DOUGLAS COUNTY

Signed at Reno, Nevada

ALPINE INSURATIOE ASSOCIATES

Nevada Resident Agent

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE

CERTIFICATE HOLDER

DOUGLAS COUNTY PUBLIC WORKS DEPARTMENT P. O. BOX 218 MINDEN, NV 89423

256891 BOOK 891 PAGE 297

AUTHORIZED REPRESENTATIVE

CANCELLATION

McSHERRY & HUDSON

EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILLXENDERXCOPK XO _ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE

@ACORD CORPORATION 1989

ACORD 25-S (11/89)

ADDITIONAL INSURED

DOUGLAS COUNTY		Λ
COVERED OPERATION		\ \
	•	1 1
JOB #16-258 TOLER LANE RECONSTRUCTION	·	

THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE AS AN INSURED THE PERSON OR ORGANIZATION NAMED ABOVE (HEREINAFTER CALLED "ADDITIONAL INSURED" BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS PERFORMED FOR THE ADDITIONAL INSURED BY THE NAMED INSURED AND SUBJECT TO COVERAGE AFFORDED BY I.S.O. STANDARD LIABILITY INSURANCE FORM #CG0001(11-85).

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: Clark of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

SEAL

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed

Complete Only When This Endorsement Is Not Prepared with the Policy
Or Is Not to be Effective with the Policy

SSUED TO

GRANITE CONSTRUCTION COMPANY

CH494

GL 407413490

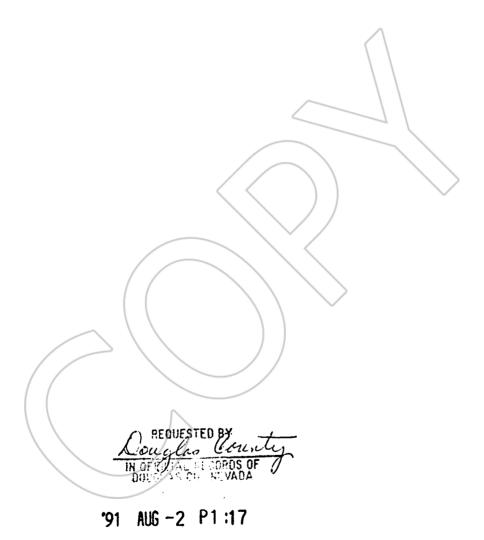
Complete Only When This Endorsement Is Not Prepared with the Policy
Or Is Not to be Effective with the Policy
THIS ENDORSEMENT
7/29/91 ra

For All the Commitments You Make

MCSHERRY & HUDSON

Countersigned by Authorized Representative

256891



256891

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