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Comm Dev
Lynda Tequila

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the 24th day of August in the year 1995 by and between Douglas County, Nevada (hereinafter called OWNER) and K.G. Walters Construction Company (hereinafter called CONTRACTOR).

BARBARA REED
CLERK

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

An existing bolted steel water storage tank, 125,000 gallons in capacity, ± 30 feet in diameter and 24 feet in height is to be dismantled and a new bolted steel tank of the same diameter, 40 feet in height with 200,000 gallon capacity is to be constructed on the same site. The new tank is to be factory coated. The existing foundation, consisting of a compacted gravel bed contained within a steel grade band is to be removed and replaced with a reinforced concrete foundation. The existing steel tank is to be removed, in panels, by helicopter. Similarly, foundation bedding material and the new tank panels are to be delivered to the site by helicopter. Excavation for the new tank foundation shall be conducted with hand tools. The proposed project will include temporary erosion control measures during construction and permanent Best Management (Erosion Control) Practices once the project is complete.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Upper Cave Rock Water Storage Tank Replacement

Article 2. ENGINEER.

The Project has been designed by: Gilmore Engineering
101 River Ridge Court
Folsom, CA 95630

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and 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.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed on or before October 30, 1995, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before November, 1995.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times 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 the actual loss suffered by OWNER if the Work is not completed 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 five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

In the event that the CONTRACTOR fails to pay OWNER the specified liquidated damages amount within thirty (30) days of CONTRACTOR's being notified of said damages, OWNER may deduct the amount of the assessed liquidated damages from the final payment or retention withheld pursuant to Section 5.1.1 of the General Conditions.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

For all work required by the Contract Documents the Lump Sum of:

Two hundred, thirty-nine thousand,
eight hundred _____ Dollars
(in writing)
(\$ 239,800.00)
(in figures)

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 ENGINEER as provided in the General Conditions.

5.1. Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the Friday following either the first or third Thursday of each month, depending upon the timing of submittals and approvals, as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90% of Work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, - in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to

90% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

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

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relation to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such

additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages AG-1 to AG-9, inclusive).
- 8.2. Photocopy of Bid Schedule.
- 8.3. Performance and Payment Bonds, included under Division 5 PERFORMANCE AND PAYMENT BONDS, as PB-1 and PB-2, respectively.
- 8.4. Notice to Proceed (not attached).
- 8.5. General Conditions (pages GC-1 to GC-44, inclusive, not attached).

8.6. Supplementary Conditions (pages SC-1 to SC-17, inclusive not attached).

8.7. Specifications bearing the title Upper Cave Rock Water Storage Tank Replacement and consisting of 9 divisions as listed in table of contents thereof (not attached).

8.8. Drawings (not attached) consisting of 7 sheets numbered 1 through 7, inclusive with each sheet bearing the following general title:

Upper Cave Rock Water Storage Tank
Replacement
Cave Rock Water System

8.9. Addenda numbered 1 to 2, inclusive.

8.10. CONTRACTOR'S Bid (pages BF-1 to BF- 9, inclusive, not attached).

8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive, not attached).

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

8.13. Standard Specifications for Public Works Construction, Washoe County, City of Sparks, City of Reno, Carson City, City of Yerington, 1992 Edition, incorporated by reference.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. 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 that 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 bylaw), 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.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. If applicable, in the event that there is any litigation relative to the interpretation or enforcement of this agreement or any of the Contract Documents, the prevailing party shall be entitled to a reasonable Attorney's fee, together with costs of suit.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

(Continued Next Page)

This Agreement will be effective on September 8, 1995

DOUGLAS COUNTY, NEVADA - OWNER

Robert Allgeier
Robert Allgeier, Chairman
Board of County Commissioners

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

On the 8th day of September, 1995, Robert Allgeier, 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 Aug 17, 1995, he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.

Barbara J. Reed
Barbara J. Reed, Douglas County Clerk

K.G. Walters Construction CONTRACTOR:

By: K.G. Walters, Pres
(Authorized Representative)

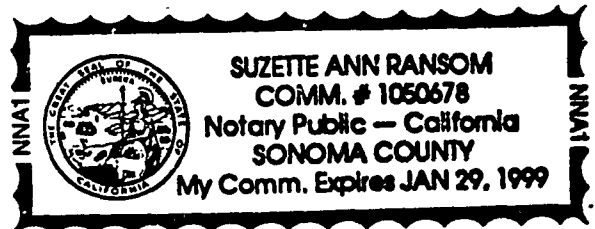
Print Name: K.G. Walters

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On this 24th day of August, in the year 1995 before me, Suzette Ann Ransom / Notary Public, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledge that he (she/they) executed it.

WITNESS my hand and official seal.

Suzette Ann Ransom
Notary's Signature
My Commission Expires: 1/29/99



Address for giving notices to Owner:

Carl Ruschmeyer, Water/Wastewater Engineer
Douglas County Community Development
P.O. Box 218
Minden, NV 89423

Address for giving notices to Contractor:

K.G. Walters Construction Co., Inc.
P.O. Box 4359
Santa Rosa, CA 95402

NV License No. 17382, 17383

Agent for service of process:

Alaina Clark
8680 Cindy Ave.
Reno, NV 89506

Summary of Attachments to be affixed to this document:

- Attachment "A" - Photocopy of Bid Schedule
- Attachment "B" - Original executed Performance Bond
- Attachment "C" - Original executed Payment Bond
- Addenda Numbered 1 through 2 (if any)

Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

K.G. WALTERS CONSTRUCTION CO., INC.
P.O. BOX 4359
SANTA ROSA, CA 95402

SURETY (Name and Principal Place of Business):

HARTFORD CASUALTY INSURANCE COMPANY
P.O. BOX 3615
SAN FRANCISCO, CA 94119

OWNER (Name and Address):

DOUGLAS COUNTY, NEVADA
P.O. BOX 218
MINDEN, NV 89423

CONSTRUCTION CONTRACT

Date: AUGUST 24, 1995

Amount: TWO HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED AND NO/100'S--DOLLARS (\$239,800.00)

Description (Name and Location): UPPER CAVE ROCK WATER STORAGE TANK REPLACEMENT

BOND

Date (Not earlier than Construction Contract Date): AUGUST 25, 1995

Amount: TWO HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED AND NO/100'S--DOLLARS (\$239,800.00)

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: K.G. WALTERS CONSTRUCTION CO., INC. (Corp. Seal)

Signature: [Signature]

Name and Title: K.G. Walters, Pres

SURETY

Company: HARTFORD CASUALTY INSURANCE COMPANY (Corp. Seal)

Signature: [Signature]

Name and Title: RICHARD S. SVEC, ATTORNEY-IN-FAC

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

COUNTERSIGNED BY:

[Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CALIFORNIA

State of _____

County of **SANTA CLARA**

On **AUGUST 25, 1995** before me, _____
Date

JEAN L. NEU, NOTARY PUBLIC

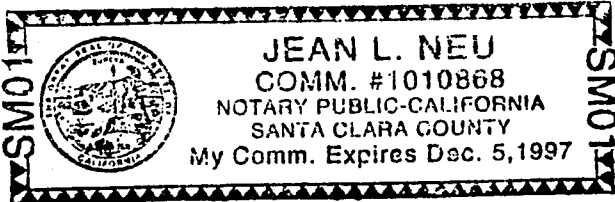
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

RICHARD S. SVEC

Name(s) of Signer(s)

personally known to me – **OR** – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean L. Neu

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

ALEXANDER & ALEXANDER OF CA, INC.

P.O. BOX 5700

SAN JOSE, CA 95150

(408) 954-0900

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

370115

BK 0995 PG 1138

Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

K.G. WALTERS CONSTRUCTION CO., INC.
P.O. BOX 4359
SANTA ROSA, CA 95402

SURETY (Name and Principal Place of Business):

HARTFORD CASUALTY INSURANCE COMPANY
P.O. BOX 3615
SAN FRANCISCO, CA 94119

OWNER (Name and Address):

DOUGLAS COUNTY, NEVADA
P.O. BOX 218
MINDEN, NV 89423

CONSTRUCTION CONTRACT

Date: AUGUST 24, 1995

Amount: TWO HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED AND NO/100'S--DOLLARS (\$239,800.00)

Description (Name and Location): UPPER CAVE ROCK WATER STORAGE TANK REPLACEMENT

BOND

Date (Not earlier than Construction Contract Date): AUGUST 25, 1995

Amount: TWO HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED AND NO/100'S--DOLLARS (\$239,800.00)

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: K.G. WALTERS CONSTRUCTION CO., INC. (Corp. Seal)
Signature: [Signature]
Name and Title: K.G. Walters, Pres

SURETY

Company: HARTFORD CASUALTY INSURANCE COMPANY (Corp. Seal)
Signature: [Signature]
Name and Title: RICHARD S. SVEC, ATTORNEY-IN-FACT

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____

SURETY

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____

COUNTERSIGNED BY:

[Signature]

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

370115

BK0995PG1138

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CALIFORNIA

State of _____

SANTA CLARA

County of _____

On AUGUST 25, 1995 before me, _____
Date

JEAN L. NEU, NOTARY PUBLIC

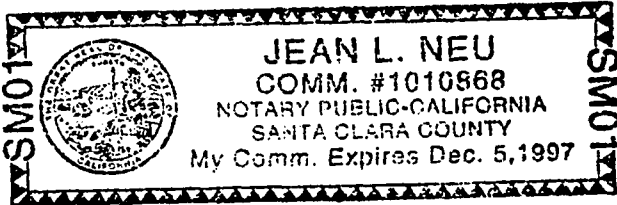
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

RICHARD S. SVEC

Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean L. Neu
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract

and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (i) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (ii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

ALEXANDER & ALEXANDER OF CA, INC.
P.O. BOX 5700
SAN JOSE, CA 95150
(408) 954-0900

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

370115

BK0995PG1141

**UPPER CAVE ROCK WATER STORAGE TANK REPLACEMENT
 BID OPENING - MONDAY, JULY 31, 1995**

BID ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE	K. G. WALTERS CO.	NORTHBILT INC.
1. MOBILIZATION	LS	1	Not identified in cost estimate	\$ 60,000.00	\$ 40,000.00
2. STORAGE TANK REPLACEMENT	LS	1	246,000.00	\$ 179,800.00	\$ 203,636.00
TOTAL BID AMOUNT			\$ 246,000.00	\$ 239,800.00	\$ 243,636.00
5% BIDDERS PREFERENCE				YES	NO
RANKING				1	2

370115

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BID SCHEDULE

Upper Cave Rock Water Storage Tank Replacement

DCPW Project No. 95-_____

Bid Item No. 1 Mobilization: For obtaining all required bonds and insurance, for moving equipment and personnel to the project site, for removal of equipment and personnel, for application of Best Management Practices (BMPs), for erosion protection during and after project construction, for site cleanup and site restoration at project completion, for the placement and removal of temporary water system improvements at the 80,000 gallon capacity "Little Tank", for all contractor furnished utilities, shop, office and facilities, for submittal and approval of shop drawings and approval of a construction schedule, all for the Upper Cave Rock Water Storage Tank Replacement Project, the Lump Sum Price of:

(\$ 60,000.00)
(in figures)

Bid Item No. 2 Storage Tank Replacement: For removal of the existing 125,000 gallon capacity bolted steel water storage tank including the removal of the existing tank foundation; for the excavation and construction of a new reinforced concrete tank foundation; for the placement of a new 200,000 gallon capacity bolted steel water storage tank; for the placement of storage tank appurtenances including but not limited to tank inlet, outlet and overflow piping, manway, cleanout, inside ladder, outside ladder and cage, roof vent, roof hatch and safety railing; for site clearing, grading, drainage and erosion protection as described in the Summary of Work Section 01010 of the Contract Specifications, the Lump Sum Price of:

(\$ 179,800.00)
(in figures)

TOTAL OF BID ITEMS 1 THROUGH 2 \$ 239,800.00
(in figures)

TWO HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED Dollars
(in words)

**ADDENDUM NO. 2
TO PROSPECTIVE BIDDERS FOR
CONSTRUCTION OF UPPER CAVE
ROCK STORAGE TANK REPLACEMENT PROJECT**

This addendum is hereby included as part of the Contract Documents for the Upper Cave Rock Storage Tank Replacement Project. Receipt of this addendum is to be acknowledged by all Bidders submitting Bid Forms and by the Contractor in the Contract Agreement.

Addendum Item	Specification Page or Improvement Plan Drawing	Description of Change, Correction or Addition
2.1	Specification Section 13200 "Removal and Replacement of Upper Cave Rock Storage Tank", (Add to) Article 3.02 - Scope, Page CS-52	Add: Item 6 "VOC Testing". Before being placed in service the water storage facility shall be tested for VOC's (Volatile Organic Carbons) in accordance with applicable provisions of NSF Standard 61 and AWWA Standard D103-87. Regardless of the sequence used for testing the tank, it shall be disinfected in accordance with AWWA C652-92 after the final test.
2.2	Specification Section 13200 "Removal and Replacement of Upper Cave Rock Storage Tank", Article 2.01 B - Coating Page CS-49 and Article 3.01 A - Application Procedures for Factory Coating Page CS-50 & CS-51	Add: Tank coatings are to comply with National Sanitation Foundation (NSF) Standard 61, coatings for drinking water use.
2.3	Specification Section 02610 "Piping, Pipe Supports and Appurtenances", Article 3.06 - Disinfection/Chlorination and Flushing Page CS-31	Add: Pipelines are to be disinfected in accordance with AWWA Standard <u>C651-92</u> .

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ADDENDUM NO. 2 (cont.)

7/25/95
Page 2 of 4

Addendum Item	Specification Page or Improvement Plan Drawing	Description of Change, Correction or Addition
2.4	Drawings, Sheet 5, Detail 7	Correction: The 6" diameter inlet/outlet pipe is to extend a minimum of 4 inches above the tank floor per attached exhibit.
2.5	Drawings, Sheet 5, Detail 1	Correction: The outlet invert of the 4" overflow pipe is to be terminated not less than 12" but not more than 24" above the flow line of the rip rap lined discharge channel.
2.6	Drawings, Sheet 4, Detail 4 and Sheet 6, Detail 4 Specification Section 13200 "Removal and Replacement of Upper Cave Rock Storage Tank" Article 2.04 - Accessories Page CS-49 & CS-50	Add: A 24" diameter manway is to be placed on the north side of the storage tank. The second manway is to be located 180° opposite the manway placed on the south side of the tank (as shown on sheet 4, detail 4). The manway placed on the north side of the tank is to be constructed as shown on sheet 6, detail 4 except that a sample tap will not be required on the north side manway.
2.7	Drawings, Sheet 5, Detail 8	Add: A concrete thrust block is to be placed at the 6" x 90° inlet/outlet piping. The thrust block is to be constructed with Class B concrete and with a minimum bearing area of 4.0 sq. ft. per the attached exhibit.
2.8	Drawings, Sheet 4, Detail 6	Correction: The depth of the ring foundation shall be 42" (3'-6") not 48" as shown on this detail. The correct depth is shown on sheet 5, detail 8, and sheet 7, detail 5.

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ADDENDUM NO. 2 (cont.)

7/25/95

Page 3 of 4

Addendum Item	Specification Page or Improvement Plan Drawing	Description of Change, Correction or Addition
2.9	Specification Section 02050 "Demolition", Article 2.01 - Use of Salvaged Materials and Drawings, Sheet 3, Detail 4 and Drawings, Sheet 6, Detail 7	Correction: The existing level transmitter unit is located at ground level in a box on the north side of the existing tank. The transmitter unit is to be salvaged and relocated to the top of the replacement tank. This unit is to be placed in a new 24"H x 16"W x 12"D Nema 4X stainless steel box with backplate mounted on the handrail. The level transmitter is to be mounted on the backplate. A 3/4" conduit is to connect the tank mounted transmitter with the existing power supply and signal wiring to the existing Upper Cave Rock booster pump. The conduit to the transmitter shall be attached to the outside ladder assembly and placed under the infiltration trench at the tank foundation perimeter. The revised transmitter and conduit locations are shown on the attached exhibit. The specification for the level transmitter power supply is included in Addendum item 2.10
2.10	Specification Section 13200 "Removal and Replacement of Upper Cave Rock Storage Tank", (Add to) Article 2.04 - Accessories, Page CS-49 & CS-50	Add: Item K - "Level Transmitter Power Supply". The Level Transmitter Power Supply shall transform 120VAC to 24VAC. It shall include a Control Power Transformer with secondary fuses, primary Circuit Breaker, and enclosure. The transformer shall be 150 VoltAmp, epoxy encapsulated with integral secondary type K fuses rated 10 Amp. The transformer shall be General Electric Type IP, or equal. The transformer primary shall be protected with a panel mounted circuit breaker rated 3 Amp. The circuit breaker shall be Potter & Brumfield type W67, or equal. The enclosure shall be NEMA 4X, stainless steel, nominal size 10"H x 8"W x 6"D, and shall include hinged/clamped external door, hinged internal door, and back plate. The circuit breaker shall be mounted to the hinged internal door and shall have an engraved nameplate securely fastened to the hinged internal door.

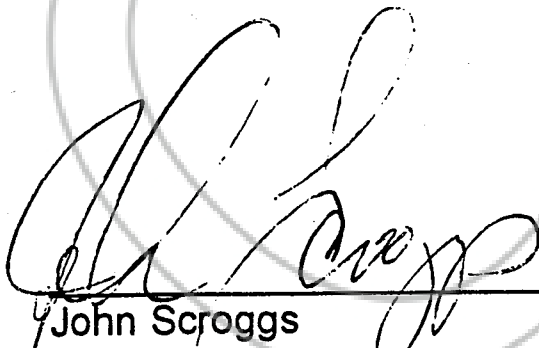
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ADDENDUM NO. 2 (cont.)

7/25/95
Page 4 of 4

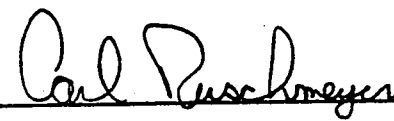
Addendum Item	Specification Page or Improvement Plan Drawing	Description of Change, Correction or Addition
2.11	Specification Section, 13200 "Removal and Replacement of Upper Cave Rock Storage Tank", (Add to) Article 2.04 - Accessories Page CS-49 & CS-50	Add: Item L - "Pressure Transducer". The existing transducer shall be replaced by an Ametek Model 575, range 20 psi unit. The transducer shall be supplied with a signal cable suitable for mounting from the top of the storage tank. The transducer shall be attached to the signal cable with a strain relief fitting. The cable shall penetrate the top of the tank at the relocated level transmitter. The penetration through the tank roof shall include manufacturer's approved fittings and gaskets.



John Scroggs
for Gilmore Engineering

7/25/95

Date

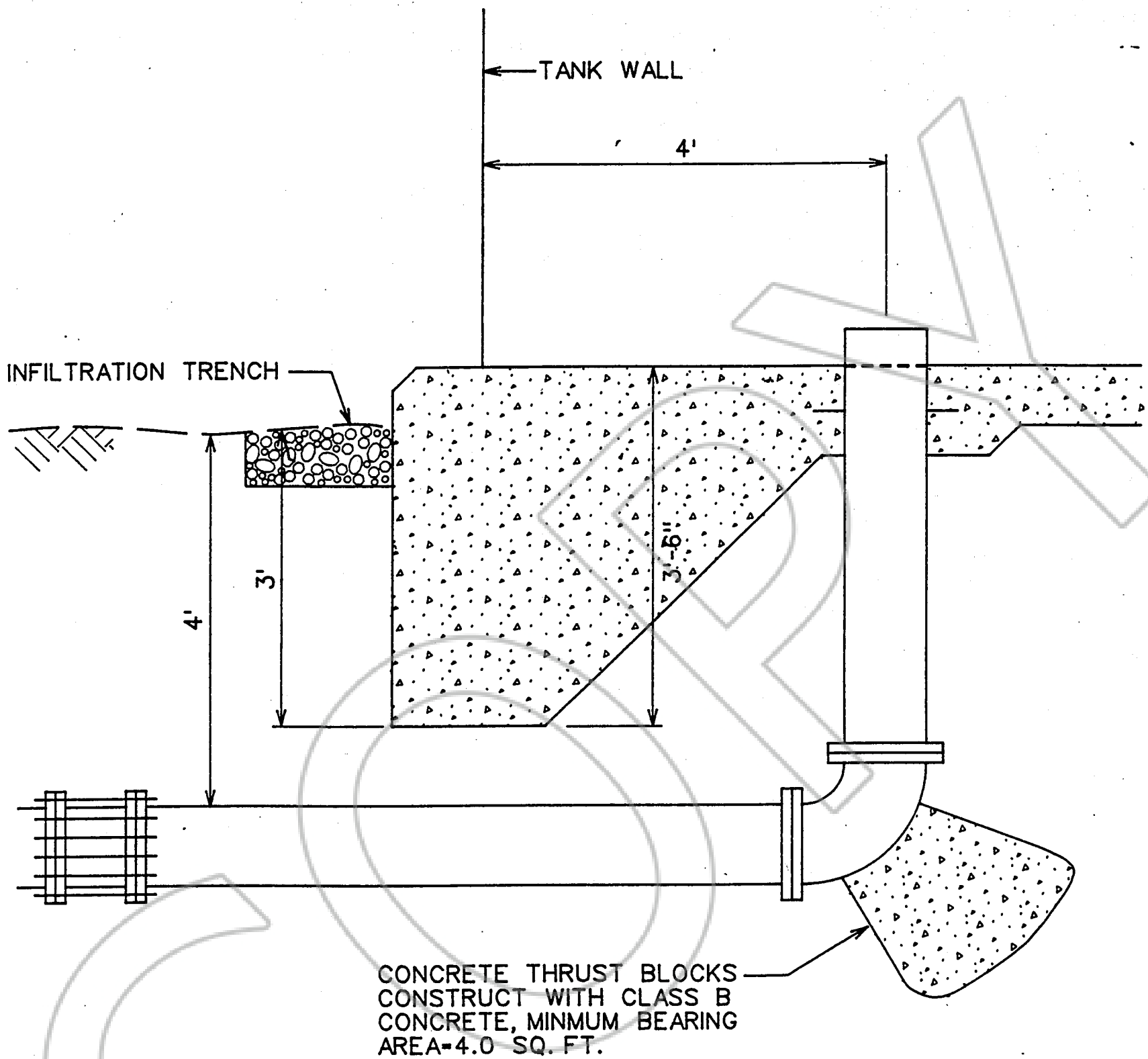


Carl Puschmeyer
Douglas County

7/27/95

Date

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THRUST BLOCK MODIFICATION
TO INLET/OUTLET PIPING CONNECTION

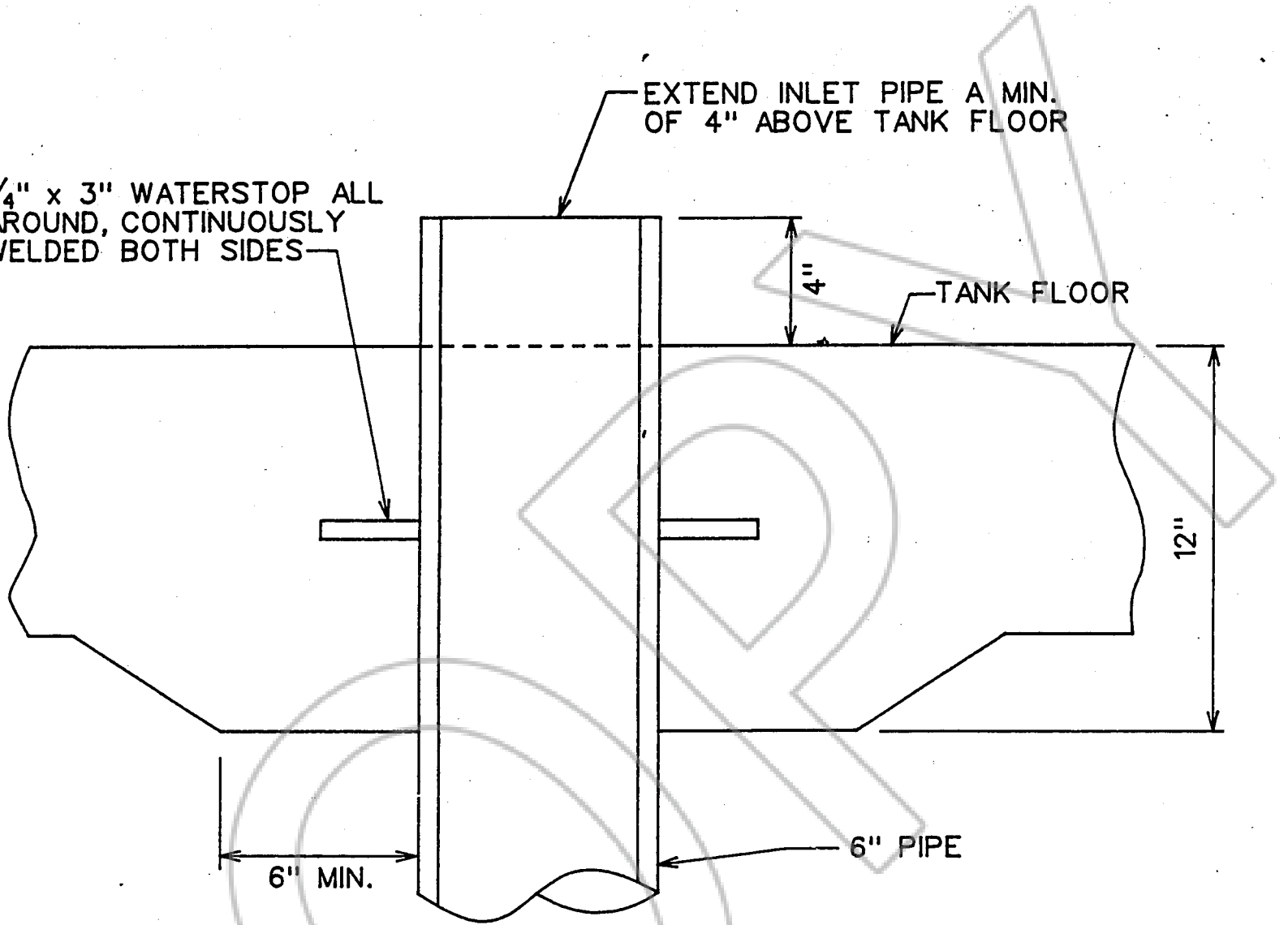
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ADDENDUM NO. 2 EXHIBIT

1/4" x 3" WATERSTOP ALL AROUND, CONTINUOUSLY WELDED BOTH SIDES

EXTEND INLET PIPE A MIN. OF 4" ABOVE TANK FLOOR



MODIFICATION TO
TANK BOTTOM PENETRATION

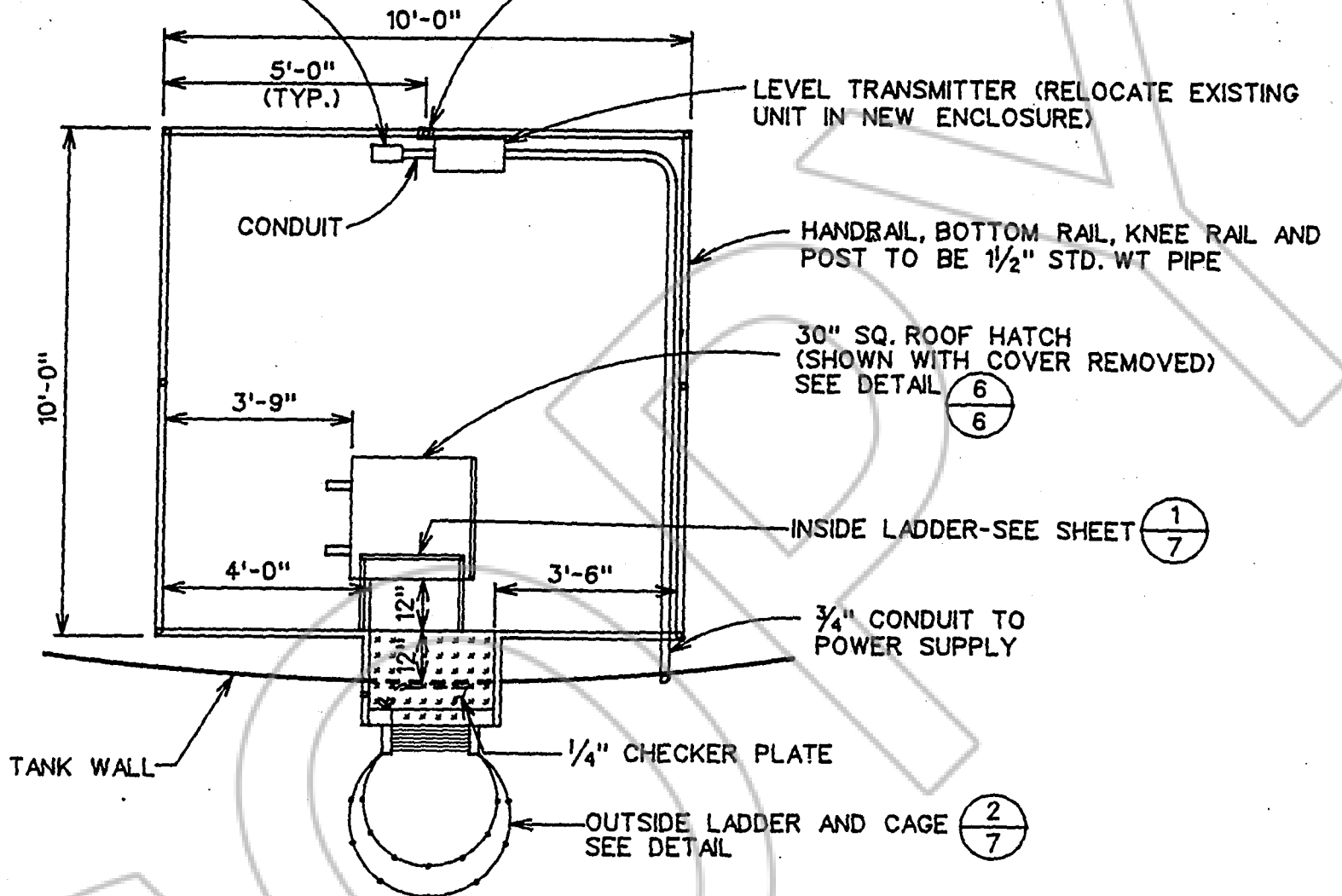
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ADDENDUM NO. 2 EXHIBIT

LEVEL TRANSDUCER JUNCTION
BOX ON ROOF DECK

2" STD. WT. PIPE SLEEVE x 6" LG.
AT TOP RAIL, BOTTOM RAIL AND KNEE RAIL



MODIFICATION TO HANDBRAIL PLAN AT ROOF HATCH & LADDER
(LEVEL TRANSMITTER, LEVEL TRANSDUCER JUNCTION
BOX, 3/4" CONDUIT TO POWER SUPPLY) $\frac{7}{6}$

NO SCALE

ADDENDUM NO. 2 EXHIBIT

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**ADDENDUM NO. 1
TO PROSPECTIVE BIDDERS FOR
CONSTRUCTION OF UPPER CAVE
ROCK STORAGE TANK REPLACEMENT PROJECT**

This addendum is hereby included as part of the Contract Documents for the Upper Cave Rock Storage Tank Replacement Project. Receipt of this addendum is to be acknowledged by all Bidders submitting Bid Forms and by the Contractor in the Contract Agreement.

Addendum Item	Specification Page or Improvement Plan Drawing	Description of Change, Correction or Addition
1.1	Specification Section 01010 "Summary of Work", Article 1.01 - Scope, Page CS-1	Add: The Contractor shall be responsible for the final disposal of the existing tank panels at no change in Contract Price.
1.2	Specification Section 01010 "Summary of Work", Article 1.03 - Workshop and Storage Facilities, Page CS-2	Add: The Contractor shall be responsible for securing and obtaining workshop(s), storage building(s) and storage area(s) at no change in Contract Price.
1.3	Specification Section 01010 "Summary of Work", Article 1.05 - Work Within Easements, Page CS-2 & CS-3	Correction: Construction easements will not be required for this project. Permanent improvements shall be confined to the existing 70' x 70' tank site easement. No additional easements shall, therefore, be obtained by the Owner for this work.
1.4	Specification Section 01010 "Summary of Work", Article 1.07 -Pre-Construction Photographs, Page CS-3	Add: Owner shall be provided not less than 10 days to review and approve pre-construction photographs before Contractor begins work.

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ADDENDUM NO. 1 (cont.)

7/19/95
Page 2 of 5

Addendum Item	Specification Page or Improvement Plan Drawing	Description of Change, Correction or Addition
1.5	Specification Section 02200 "Earthwork", Article 3.04 - Foundations, Page CS-21	Change: "The exterior edge of the foundation shall be constructed not less than 12 inches below the lowest grade of the adjacent subgrade". To: "The foundation shall extend not less than 12 inches below the lowest grade of the adjacent subgrade".
1.6	Specification Section 02050 "Demolition", Article 1.01 - Scope, Page CS-13	Add: Contractor shall be responsible for the proper transport and disposal of the existing tank foundation material at no change in Contract Price.
1.7	Specification Section 02050 "Demolition", Article 2.01 - Use of Salvaged Materials, Page CS-14	Add: The existing tank level control and level transmitter equipment shall be salvaged for reuse and reinstallation with the replacement tank. Delete: The first paragraph of this article beginning with "Salvaged piping, valves" to "shall be new".
1.8	Specification Section 02050 "Demolition", Article 2.02 - Storage of Salvaged Materials, Page CS-14	Correction: The tank mounted telemetry unit and the tank level control and level transmitter are to be temporarily stored by the Contractor for reuse and reinstallation with the replacement tank.
1.9	Specification Section 02270 "Erosion Control", Article 1.02 - Submittals, Page CS-22	Add: The Contractor shall submit, for approval by TRPA, all erosion control information and material.
1.10	Specification Section 13200 Article 1.01 - Scope, Page CS-46	Add: Item D. Design Criteria Snow Load: 150 PSF

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ADDENDUM NO. 1 (cont.)

7/19/95
Page 3 of 5

Addendum Item	Specification Page or Improvement Plan Drawing	Description of Change, Correction or Addition
1.11	Specification Section 13200 "Removal and Replacement of Upper Cave Rock Storage Tank", (Add To) Article 3.02 CS-52	Add: Item F "Disinfection". The water storage facility shall be disinfected by the Contractor in accordance with Chlorination Method 3, Section 4.3 of AWWA Standard C652-92. After chlorination, and before the storage facility is placed in service, water from the storage facility shall be sampled and tested for coliform organisms in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" and Section 4.4 of AWWA Standard C652-92. Testing shall be conducted by a certified laboratory approved by the Owner.
1.12	Specification Section 03300 "Cast-in-Place Concrete", Article 1.03 - Tests, Page CS-38	Correction: <u>Owner</u> shall provide inspection and testing in accordance with UBC Section 306 and as specified in Section 01400 of these Project Specifications.
1.13	Specification Section 03300 "Cast-in Place Concrete", Article 3.02 - Mixing and Transit Mixing, Page CS-40	Correction: In accordance with Nevada Department of Transportation Standard Specifications and <u>Owner's</u> Standards.
1.14	Specification Section 13200 "Removal and Replacement of Upper Cave Rock Storage Tank", Article 2.04 - Accessories, Page CS-49 & Page CS-50	Dimension Units are to be added as follows: A. Roof Hatch 30" x 30" C. Roof Vent, 36" Diameter D. Manway, 24" Diameter F. Flush Cleanout, 24" x 46" with 2 Piece Cover G. Handrail, 1-1/2" Diameter Stainless Steel or Aluminum.
1.15	Article 18, Supplementary Conditions, "Helicopter Staging Area", Page SC-16	Add: Contractor shall be responsible for the removal and disposal of all construction materials stored at the site.

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ADDENDUM NO. 1 (cont.)

7/19/95
Page 4 of 5

Addendum Item	Specification Page or Improvement Plan Drawing	Description of Change, Correction or Addition
1.16	Specifications, Article 19, Supplementary Conditions, "Temporary Facilities During Construction", Page SC-17	Add: Contractor shall be responsible for disinfecting temporary facilities, for maintaining disinfection and, for bacteriological sampling and testing of all temporary water facilities during construction. Bacteriological testing shall be conducted by a certified laboratory approved by the Owner.
1.17	Specifications, "Contract Agreement", Article 3, Page AG-2	Correction: Completion Date shall be November <u>15</u> , 1995.
1.18	Specifications, "Contract Agreement", Article 8, Page AG-6	Correction: Item 8.6, Supplementary Conditions (page SC-1 to SC-18, inclusive; not attached) Correction: Item 8.10, CONTRACTOR'S Bid (pages BF-1 to BF-9, inclusive, not attached).
1.19	Specifications, "Bid Form", Page BF-4	In item 6, Delete (f.) "AGC Document No. 220 - Construction Contractor's Qualification Statement for Engineered Construction".
1.20	Specifications, "Table of Contents", Page TC-1 & TC-3	In Section 3 (Bid Form) Delete: "Bid Bond" and AGC Document No. 220 - Construction Contractor's Qualification Statement for Engineered Construction". In Section 7 (Exhibits) Delete: "Exhibit C - Nevada Revised Statutes 338 and 339". "Exhibit E - Underground Utilities Map". "Exhibit F - Rights of Entry".
1.21	Specifications, Supplementary Conditions, SC-6.14.3 Page SC-7	Replace with attached SC-6.14.3.


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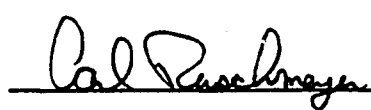
ADDENDUM NO. 1 (cont.)

7/19/95
Page 5 of 5

Addendum Item	Specification Page or Improvement Plan Drawing	Description of Change, Correction or Addition
1.22	Specifications, Supplementary Conditions, SC-6.14.4 Page SC-7	Replace with attached SC-6.14.4.
1.23	Specifications, Bid Forms, "List of Subcontractors", Page BF-7	Replace with attached List of Subcontractors Form.
1.24	Drawings, All Sheets	Add: The following bench mark information Elev. = 6222.73 Datum = Lake Tahoe Datum Description = Water surface elevation for Lake Tahoe recorded in the office of the Lake Tahoe Water Master, Tahoe City, California on 6/8/94.
1.25	Drawings, Sheet 5, Detail 1	Height of concrete thrust block to be 4'; centered on the overflow pipe. Construct with 18" wide by 8" thick footing per attached exhibit.
1.26	Drawings, Sheet 6, Detail 7	Telemetry Unit is "Existing" (to be salvaged and reinstalled from existing tank).
1.27	Drawings, Sheet 7, Detail 7	Concrete shall be 4000 psi in conformance with Specifications, Section 03300.
1.28	Drawings, Sheet 3	Rip Rap Protection and Infiltration Trench proposed on North side of tank to be reconfigured to remain within existing 70' x 70' tank easement, per attached exhibit.


John Scroggs
for Gilmore Engineering

7/19/95
Date


Douglas County
7-24-95
Date

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NRS 338.147 provides for a 5 percent bidder preference to bidders who qualify for the preference. There are several requirements which must be met by a bidder under this statute.

First, the public body must find a bidder to be a responsible bidder.

Second, the bidder, at the time the bid is submitted, must provide to the public body proof of payment of 1) sales tax and use taxes imposed pursuant to NRS chapters 372, 374, and 377 on materials used for construction of not less than \$5,000 for each consecutive 12 month period for 60 months immediately preceding the submission of the bid, or 2) motor privilege taxes imposed pursuant to NRS chapter 371 on vehicles used in the operation of his business of not less than \$5,000 for each consecutive 12 month period for 60 months immediately preceding the submission of the bid, or 3) any combination of such sales and use tax and motor vehicle privilege taxes.

If the bidder meets the requirements, that bidder shall be deemed to have submitted a better bid than a competing contractor who has not provided proof of the payment of the taxes if the amount of that bidder's bid is not more than 5 percent higher than the amount bid by the competing contractor.

The bidder is responsible for complying with the requirements of NRS 338.147 in order to obtain the statutory preference. The bidder has the burden of proving that the statutorily required amount of taxes was, at the time the bidder submits the bid, paid for each consecutive twelve month period for sixty months immediately preceding the bid. The bidder must submit proof sustaining this burden at the time the bid is submitted.

Copies of billing invoices or sales receipts provided to show payment of applicable taxes will be accepted if the following conditions are met:

1. The bidder states in writing that the taxes were paid by the bidder.
2. The copies clearly show that amount of the tax paid by the bidder.
3. The copies describe the materials used for construction or the vehicles used in the operation of the business.
4. The copies show the date the tax was incurred.

5. The copies or related materials show when the tax was paid by the bidder. If the copies or related materials do not show when the tax was paid by the bidder, the tax will be accounted for in the twelve month period in which the tax was incurred, unless the bidder submits (at the time the bid was submitted) documentation showing that the tax was paid at some time other than the date the tax was incurred.

Other forms of proof will be accepted only if the proof clearly shows that a tax was paid on materials used for construction or the vehicles used in the operation of the business and the amount of the tax and the time of payment of the tax are clearly indicated.

A bidder who has previously provided the public body awarding a contract with the acceptable proof of payment required discussed above may elect to update, on a quarterly basis, the previously submitted proof of payment on or before April 1, July 1, September 1, and December 1 for each consecutive 12 month period by submitting the updated information to the public body.

If any federal statute or regulation precludes the granting of federal assistance or reduces the amount of federal assistance for a particular public work because of the bidder preference discussed above, the preference does not apply insofar as the application of the preference would preclude or reduce federal assistance for the public work.

NRS 338.147 also requires that, for the 5% bid preference to apply to a bid submitted by two or more contractors as a joint venture or by one of them as a joint venturer, both or all of the joint venturers must separately meet the requirements of the preference for the preference to be applied.

If the bid is submitted by a joint venture and one or more of the joint venturers has the responsibility for the performance of the contract, the finding of responsibility and the submission of proof of payment of taxes with the bid applies only to the joint venturer or joint venturers who have the responsibility for the performance of the contract, unless the joint venture is formed for the sole purpose of circumventing any of the requirements of NRS 338.147. "Responsibility for the performance of the contract" means that a joint venturer or joint venturers has at least one of the following duties or obligations delegated to him in writing in the contract creating the joint venture:

1. Supplying the labor necessary to perform the contract and paying the labor and related taxes and benefits.
2. Supplying the equipment necessary to perform the contract and paying charges related to equipment.
3. Contracting with and making payments to any subcontractors.
4. Performing the recordkeeping for the joint venture and making any payments to persons who provide goods or services related to the performance of the contract.

SC-6.14.4 NRS 338.144

NRS 338.144 mandates a bidder's compliance with certain requirements.

First, the statute requires, with a bid for any public works project, the submission of a list of each subcontractor who will provide labor or a portion of the work or improvement to a contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid. Within 2 hours after the completion of the opening of the bids, the general contractors who submitted the three lowest bids must submit a list of the name of each subcontractor who will provide labor or a portion of the work or will be paid an amount exceeding 1 percent of the prime contractor's total bid or \$50,000, whichever is greater, and the number of the license issued to the subcontractor pursuant to NRS chapter 624. If a general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.

Second, the statute requires, with a bid for any public works project, the submission of a description of the portion of the work or improvement which each subcontractor named in the list will complete.

Third, the statute requires, with a bid for any public works project, the submission of a list in the bid that names a subcontractor for each portion of the project that will be completed by a subcontractor.

Fourth, a contractor whose bid is accepted shall not substitute any other subcontractor for a subcontractor who is named in the bid unless:

1. The awarding authority objects to the subcontractor; or

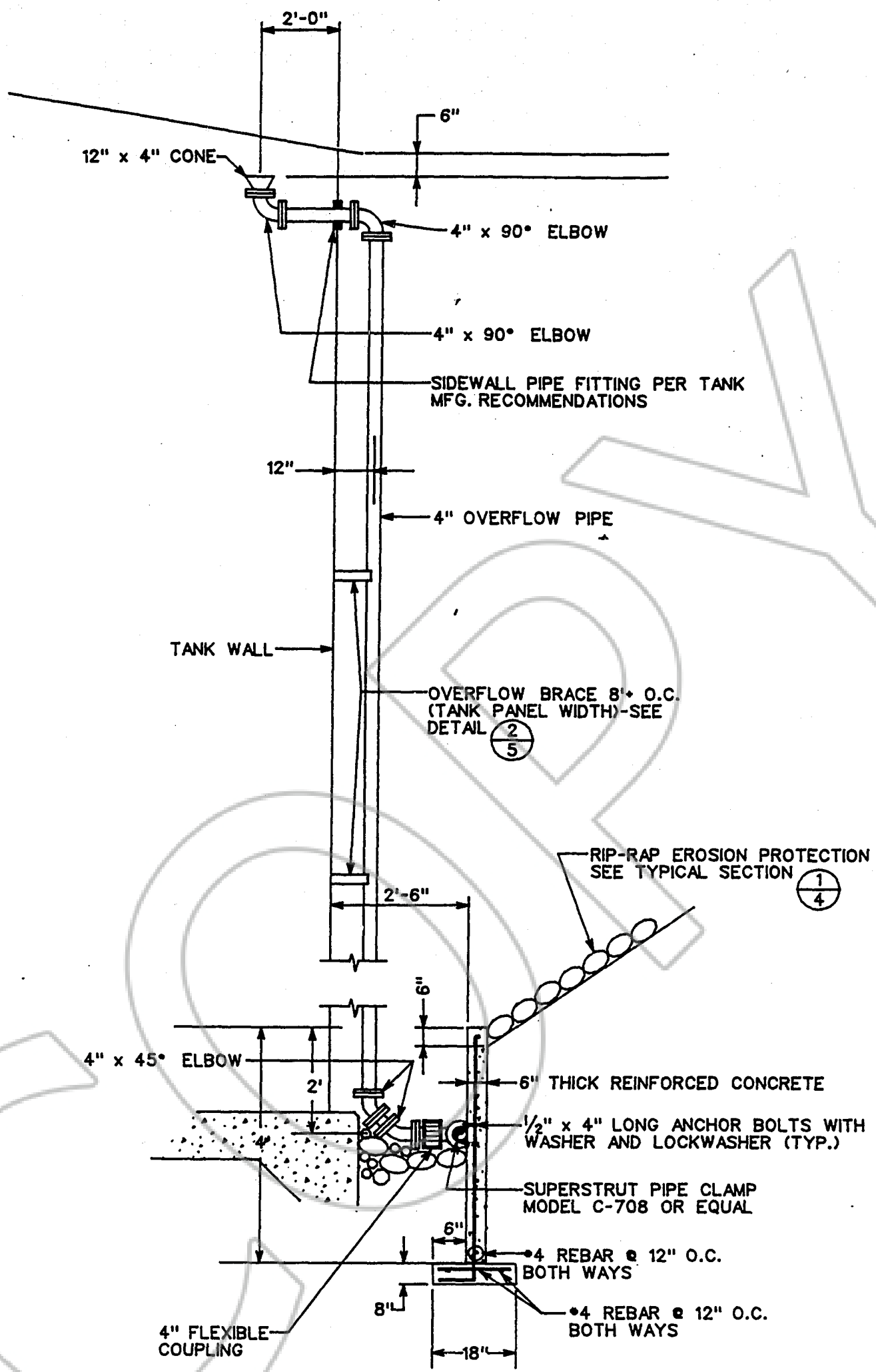
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2. The substitution is approved by the awarding authority and:

- a) The subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the contractor which was offered to the subcontractor with the same terms that all other subcontractors on the project were offered
- b) The named subcontractor files for bankruptcy or becomes insolvent
- c) The named subcontractor fails or refuses to perform his subcontract within a reasonable time or is unable to furnish a performance bond and payment bond pursuant to NRS 339.025.

370115

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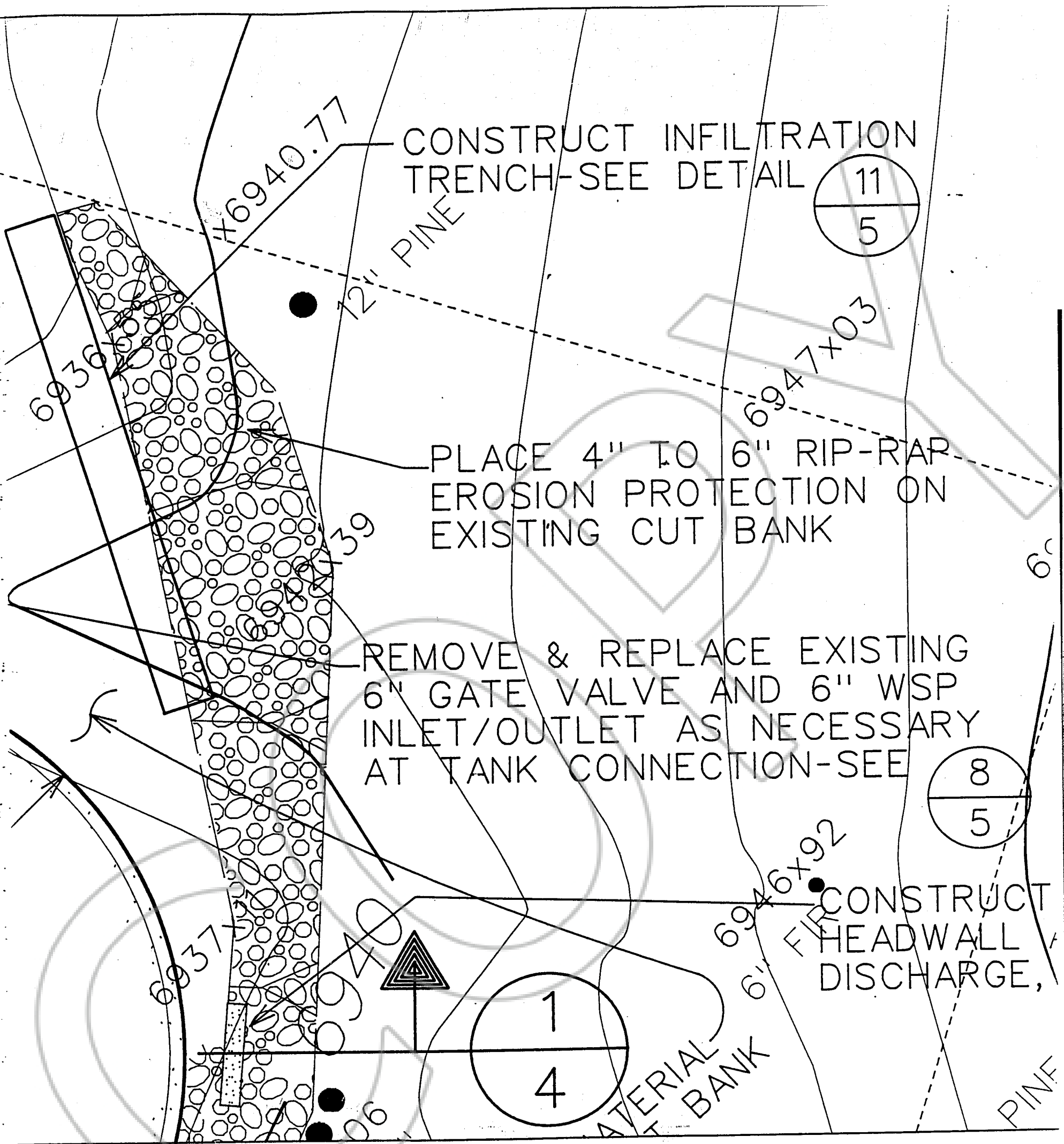
ELEVATION

MODIFICATIONS TO THRUST BLOCK AT OVERFLOW PIPE DISCHARGE (SEE 1 OF DRAWINGS)

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1
5



CONSTRUCT INFILTRATION TRENCH-SEE DETAIL

11
5

PLACE 4" TO 6" RIP-RAP EROSION PROTECTION ON EXISTING CUT BANK

REMOVE & REPLACE EXISTING 6" GATE VALVE AND 6" WSP INLET/OUTLET AS NECESSARY AT TANK CONNECTION-SEE

8
5

CONSTRUCT HEADWALL DISCHARGE,

1
4

PLAN

MODIFICATIONS TO RIP RAP EROSION PROTECTION & INFILTRATION TRENCH NORTH SIDE OF TANK

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ADDENDUM NO.1 EXHIBIT

COPY

REQUESTED BY
DOUGLAS COUNTY

CERTIFIED COPY

IN OFFICIAL RECORDS OF the document to which this certificate is attached is a
DOUGLAS CO., NEVADA full, true and correct copy of the original on file and on
record in my office.

95 SEP 11 AM 11:12

DATE: September 11, 1995
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

LINDA SLATER
RECORDER

By Carol Mulloch Deputy

\$ 0 PAID K2 DEPUTY

SEAL

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