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Lynda Teg/79

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BY *[Signature]* DEPUTY

**CONTRACT DOCUMENTS**

**FOR**

**DOUGLAS COUNTY AIRPORT WELL NO. 1**

**NEW LINESHAFT TURBINE PUMP AND MOTOR**

**FOR**

**Douglas County Public Works**

**Community Development**

**by**

**WALTERS ENGINEERING**

**April 1997**

**RECEIVED**

**APR 13 1997**

**DOUGLAS COUNTY  
COMMUNITY DEVELOPMENT**



**WALTERS ENGINEERING • PHONE (702) 827-6546 • FAX (702) 827-6928**

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Addendum No. 1

Page 1 of 1

**Addendum No. 1 To Contract Documents**

**Project:** Douglas County Airport Well No. 1 New Lin shaft Turbine Pump and Motor  
**Owner:** Douglas County  
**Date of Issuance:** April 3, 1997  
**To:** All Prospective Bidders

**YOU ARE HEREBY DIRECTED TO READ AND INCORPORATE THE CONTENTS OF THE ADDENDUM INTO YOUR CONTRACT DOCUMENTS AND BID. THIS ADDENDUM NO. 1 IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS. BE SURE TO ACKNOWLEDGE THIS ADDENDUM IN YOUR BID.**

**CLARIFICATION**

1. The centerline of the existing 6" piping after the 8" x 6" reducer (to be removed) is approximately 9-3/4" above the concrete floor.
2. The new air compressor shall be located on the East wall of the facility, below the existing heater.

**BID FORM**

3. Bid Item A-4 shall include: the 1/4 inch nylon air line shall be 110 ft. long and a duplex wall receptacle shall be installed next to the air compressor and connected to the existing electrical system.
4. Bid Item A-5 shall be changed to 1 inch sch 40 pvc set at 100 ft below ground surface.
5. Bid Item A-6 shall include replacement of the existing motor overload heater to an FH84 unit at 62-66 amps.

**CONSTRUCTION SPECIFICATIONS**

6. Add to Section 15320, 6: "Field Service Engineer shall be as designated in writing by the manufacturer."
7. Delete Section 15320, 9.01. Manufacturer's certified test is not required.



|                   |                        |         |        |            |   |
|-------------------|------------------------|---------|--------|------------|---|
| Post-It® Fax Note | 7671                   | Date    | 4-4-97 | # of pages | 1 |
| To                | K. ROMAN               | From    |        |            |   |
| Co./Dept.         | DOUGLAS CO. COM. DEPT. | Co.     |        |            |   |
| Phone #           |                        | Phone # |        |            |   |
| Fax #             | 702 782 9007           | Fax #   |        |            |   |

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930 SAN BENITO STREET • HOLLISTER, CALIFORNIA 95023  
 (408) 636-3126 • FAX (408) 636-5201

**CONTRACT DOCUMENTS**

**FOR**

**DOUGLAS COUNTY AIRPORT WELL NO. 1**

**NEW LINESHAFT TURBINE PUMP AND MOTOR**

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**April 1997**

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## ADVERTISEMENT FOR BIDS

1. Hand delivered or faxed bids will be received by Walters Engineering for Douglas County Community Development, Minden, Nevada, for the work as set forth herein for furnishing, installing, and placing into service a new lineshaft turbine pump and motor in Well No. 1 at the Minden Airport. The bids shall be received on or before 4:00 PM, April 4, 1997, in the Office of Walters Engineering, 1575 Delucchi Lane, Suite 111, Reno, Nevada 89502; fax (702) 827-6928. A bid tabulation will be made with recommended award and faxed to Douglas County Community Development prior to 10:00 AM, Monday, April 7, 1997.

The scheduled work to be bid consists of:

- A. Furnish and install new water lubricated turbine pump (Floway, Peerless, Layne Bowler or approved equal), 600 gpm at 265 ft TDH with a premium efficiency 50 HP motor including:

- 1) Move in and remove existing pump and motor
- 2) Remove and legally dispose of oil from well with submersible pump
- 3) Color video log of well
- 4) New minimum 1/4 inch nylon air line and shelf mounted air compressor (1 HP - 3.5 CFM @ 40 psi, 120V/10.0A/60 HZ/1 PH, oil-less).
- 5) New minimum 1½ inch sch 40 pvc tube in well for sounder
- 6) Specified electrical upgrades
- 7) Remove existing 8" x 6" reducer and connect to existing system
- 8) Start-up, sterilization and operating test
- 9) Manufacturer's data and operating instructions for all equipment furnished

2. Bid Documents were delivered to Candidate Contractors on April 2, 1997.
3. Contact persons at Walters Engineering who can answer questions, open the pump house, and accompany bidders for inspection are:

Brien B. Walters  
Dean Day  
Mike Yancey

## INSTRUCTIONS TO BIDDERS

### 1. Interpretations and Addenda.

1.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

1.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

### 2. Contract Times.

Twenty-one (21) calendar days from Contractor's receipt of written notice to proceed.

### 3. Damages.

Provisions for damages are set forth in the Agreement.

### 4. Bid Form.

The Bid Form is included herein.

### 5. Award of Contract.

If the contract is to be awarded it will be awarded to the lowest bidder whose evaluation by the Owner indicates that the award will be in the best interests of the Project.

After Notice of Award has been issued the Contractor shall return the signed/executed Agreement within forty eight (48) hours to the Owner.

### 6. State Industrial Insurance System.

Contractor agrees to provide proof of insurance prior to the performance of any work under this Contract, and to maintain required workers compensation coverage throughout the entire term of the Contract.

### 7. Contract Security

Article 5 of the Supplementary Conditions sets forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

CONTRACT DOCUMENTS FOR DOUGLAS COUNTY AIRPORT WELL NO. 1 NEW PUMP AND MOTOR - APRIL 1997

**BID FORM**

PROJECT IDENTIFICATION: Douglas County Airport Well No. 1

THIS BID IS SUBMITTED TO: Walters Engineering  
1575 DeLuochi Lane, Suite 111  
Reno, NV 89502  
Agent for Douglas County (Owner)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the Bidding Documents.
  - (b) BIDDER 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 and furnishing of the Work:
  - (c) BIDDER 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.
  - (d) NOT USED
  - (e) NOT USED
  - (f) NOT USED
  - (g) NOT USED
  - (h) NOT USED
  - (i) The requirements of the Nevada Revised Statutes (NRS) shall apply to this project. The bidder is responsible for compliance with all applicable statutes. These statutes include, but are not limited to:

NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in county; and

NRS 338.147 Award of contract to contractor who submits best bid.

NRS 338.080 Exemptions

The Nevada Revised Statutes are available for review at Douglas County Community Development, 1594 Esmeralda Avenue, Minden, Nevada during normal working hours (8:00 a.m. to 4:00 p.m. weekdays).

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CONTRACT DOCUMENTS FOR DOUGLAS COUNTY AIRPORT WELL NO. 1 NEW PUMP AND MOTOR - APRIL 1997

4. BIDDER agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

5. BIDDER will complete the Work, within the calendar days in the agreement, in accordance with the Contract Documents for the prices on the following Bid Schedule (pg BF-5)

SUBMITTED (HAND DELIVER OR FAX) on Apr 11 4 19 97

NV State Contractor License No. 39920 Class C23

If BIDDER is:

An Individual  
By Dan Trampe / Dan Trampe (SEAL)  
(Individual's Name)

doing business as Carson Pump

Business address: 1401 North Loop St.

Carson City, NV, 89701

Phone No.: (702)-888-9926

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CONTRACT DOCUMENTS FOR DOUGLAS COUNTY AIRPORT WELL NO. 1 NEW PUMP AND MOTOR - APRIL 1997

**▲ Corporation**

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(state of incorporation)

By \_\_\_\_\_ (SEAL)  
(name of person authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Date of Qualification to do business is: \_\_\_\_\_

**▲ Joint Venture**

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).



CONTRACT DOCUMENTS FOR DOUGLAS COUNTY AIRPORT WELL NO. 1 NEW PUMP AND MOTOR - APRIL 1997

### BID SCHEDULE

A. Furnish and install new water lubricated turbine pump (Floway, Peerless, Layne Bowler or approved equal), 600 gpm at 265 ft TDH with a premium efficiency 50 HP motor including:

- 1) Move in and remove existing pump and motor
- 2) Remove and legally disposed of oil from well with submersible pump
- 3) Color video log of well
- 4) New minimum 1/4 inch nylon air line and shelf mounted air compressor (1 HP - 3.5 CPM @ 40 psi, 120V/10.0A/60 HZ/1 PH, oil-less).
- 5) New minimum 1 1/2 inch sch 40 pvc tube in well for sounder
- 6) Specified electrical upgrades
- 7) Remove existing 8" x 6" reducer and connect to existing system
- 8) Start-up, sterilization and operating test
- 9) Manufacturer's data and operating instructions for all equipment furnished

Lump sum price bid for A above: \$ 25,995.00

Owner will take emergency water supply action immediately after the prescribed contract time of 21 calendar days has expired if the contract work has not been completed. All documented costs for said action will be deducted from the contract amount.

Contractor:

CARSON PUMP

Authorized Signature:

*[Handwritten Signature]*

\* Received Addendum No. 1

BF-5

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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 10 day of April in the year 1997 by and between Douglas County, Nevada (hereinafter called OWNER) and CARSON PUMP (hereinafter called CONTRACTOR).

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:

A. Furnish and install new water lubricated turbine pump (Floway, Peerless, Layne Bowler or approved equal), 600 gpm at 265 ft TDH with a premium efficiency 50 HP motor including:

- 1) Move in and remove existing pump and motor
- 2) Remove and legally disposed of oil from well with submersible pump
- 3) Color video log of well
- 4) New minimum 1/4 inch nylon air line and shelf mounted air compressor (1 HP - 3.5 CFM @ 40 psi, 120V/10.0A/60 HZ/1 PH, oil-less).
- 5) New minimum 1 1/2 inch sch 40 pvc tube in well for sounder
- 6) Specified electrical upgrades
- 7) Remove existing 8" x 6" reducer and connect to existing system
- 8) Start-up, sterilization and operating test
- 9) Manufacturer's data and operating instructions for all equipment furnished

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Douglas County Airport Well No. 1 New Lineshaft Turbine Pump and Motor.

**Article 2. ENGINEER.**

The Project has been designed by: Walters Engineering  
1575 Delucchi Lane, Suite 111  
Reno, NV 89502  
Phone (702) 827-6546; fax (702) 827-6928

who is hereinafter called ENGINEER, or OWNER'S CONSULTANT 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.

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**Article 3. CONTRACT TIMES.**

3.1 The Work will be completed and in operation within 21 calendar days from Contractor's receipt of written notice to proceed.

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.

In the event that the CONTRACTOR fails to place the new pump and motor into service within thirty (21) days of CONTRACTOR's being notified to proceed, OWNER may deduct the amount Owner spends for water service to the Airport area from the payment to the Contractor for the WORK - Item A.

**Article 4. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum below:

(Total amount bid for A as awarded)

**Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit an invoice to the Engineer for Payment when the WORK is completed. The Payment will be processed by ENGINEER. Payment will be within 30 days of receipt of the invoice by the Engineer.

**Article 6. INTEREST. NOT USED**

**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.

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.

**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-5, inclusive).

8.2. Copy of Bid Form.

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- 8.3. Copy of Bid Schedule.
- 8.4. Notice to Proceed, not attached.
- 8.5. Payment and Performance Bonds, attached.
- 8.6. Supplementary Conditions (pages SC-1 to SC-3, inclusive).
- 8.7. Division 15 and 16 as listed in the Table of Contents, TC-1 herein.
- 8.8. Division 8, EXHIBITS: A - Location Map (1 sheet) and B - Equipment Plan & Sections (2 sheets).
- 8.9. NOT USED
- 8.10. CONTRACTOR's Bid (pages BF-1 to BF-5, inclusive).
- 8.11. NOT USED
- 8.12. NOT USED
- 8.13. Standard Specifications for Public Works Construction, Washoe County, City of Sparks, City of Reno, Carson City, City of Yerington, 1996 Edition, incorporated by reference.

**Article 9. MISCELLANEOUS.**

- 9.1. NOT USED
- 9.2. NOT USED
- 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. NOT USED
- 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.

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This Agreement will be effective on April 10, 1997

DOUGLAS COUNTY, NEVADA - OWNER

Daniel C. Holler  
Douglas County

STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

One the 9th day of April, 1997, \_\_\_\_\_ of Douglas County, personally appeared before me, Barbara J. Reed, Douglas County Clerk, and acknowledged to me that 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

Carson Pump - CONTRACTOR:

By: Dan Trampe  
(Authorized Representative)

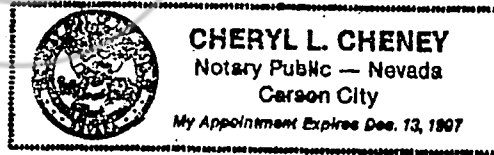
Print Name: Dan Trampe

STATE OF NEVADA )  
 Carson City ) SS:  
COUNTY OF ~~DOUGLAS~~ )

On this 10th day of April, in the year 1997 before me, Cheryl L. Cheney Notary 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.

Cheryl L. Cheney  
Notary's Signature  
My Commission Expires: Dec 13 1997



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Address for giving notices to Owner:

Chris M. Tschirhart, County Engineer  
Douglas County Community Development  
P.O. Box 218  
Minden, NV 89423

Address for giving notices to Contractor:

Carson Pump

1401 N. Roop St.

Carson City, NV. 89701

NV License No. 39920

Agent for service of process:  
\_\_\_\_\_

Summary of Attachments to be affixed to this document:

Attachment "A" - Copy of Bid Schedule

Attachment "B" - Original Executed Performance Bond

Attachment "C" - Original Executed Payment Bond

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# Construction Performance Bond

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

**CONTRACTOR (Name and Address):**

CARSON PUMP  
1401 NORTH ROOP STREET  
CARSON CITY, NV 89701

**SURETY (Name and Principal Place of Business):**

STAR INSURANCE COMPANY  
9790 GATEWAY DRIVE #200  
RENO, NV 89511

**OWNER (Name and Address):**

DOUGLAS COUNTY COMMUNITY DEVELOPMENT  
P.O. BOX 218  
MINDEN, NV 89423

**CONSTRUCTION CONTRACT**

Date: APRIL 10, 1997  
Amount: \$25,995.00  
Description (Name and Location):  
DOUGLAS COUNTY AIRPORT WELL NO.1 NEW PUMP AND MOTOR

**BOND**

Date (Not earlier than Construction Contract Date): APRIL 14, 1997  
Amount: \$25,995.00  
Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: CARSON PUMP (Corp. Seal)  
Signature: *Dan Trampe*  
Name and Title: Dan Trampe - Owner

**SURETY**

Company: STAR INSURANCE COMPANY (Corp. Seal)  
Signature: *Reida C. Robinson*  
Name and Title: REIDA C. ROBINSON ATTORNEY-IN-FACT

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)  
Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company: (Corp. Seal)  
Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28A (1954 Edition)  
Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, Nevada State General Contractors of America, and the American Institute of Architects.

Nevada Resident Agent  
*Reida C. Robinson*  
Reida C. Robinson  
Star Insurance Company  
1575 Delucchi Lane  
Suite 207  
Reno, Nevada 89502  
License #38286

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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 hereinto. 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:

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

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# Construction Payment Bond

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

**CONTRACTOR (Name and Address):**

CARSON PUMP  
1401 NORTH ROOP STREET  
CARSON CITY, NV 89701

**SURETY (Name and Principal Place of Business):**

STAR INSURANCE COMPANY  
9790 GATEWAY DRIVE #200  
RENO, NV 89511

**OWNER (Name and Address):**

DOUGLAS COUNTY COMMUNITY DEVELOPMENT  
P.O. BOX 218  
MINDEN, NV 89423

**CONSTRUCTION CONTRACT**

Date: APRIL 10, 1997  
Amount: \$25,995.00  
Description (Name and Location):  
DOUGLAS COUNTY AIRPORT WELL NO.1 NEW PUMP AND MOTOR

**BOND**

Date (Not earlier than Construction Contract Date): APRIL 14, 1997  
Amount: \$25,995.00  
Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: CARSON PUMP (Corp. Seal)

Signature: Dan Trampe  
Name and Title: Dan Trampe-Owner

**SURETY**

Company: STAR INSURANCE COMPANY (Corp. Seal)

Signature: Reida C. Robinson  
Name and Title: REIDA C. ROBINSON ATTORNEY-IN-FACT

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

EJCDC No. 1910-285 (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.

Nevada Resident Agent  
Reida C. Robinson  
Reida C. Robinson  
Star Insurance Company  
1575 Delucchi Lane  
Reno, Nevada 89502  
License #38286

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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 deposit 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 and:

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 90 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 prior use of 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 (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), 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:

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

0410949

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# STAR INSURANCE COMPANY

## GENERAL POWER OF ATTORNEY

NO: **SA 1438534**  
(Void unless numbered in red.)

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoint

**REIDA C. ROBINSON OF RENO, NEVADA**

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts or suretyship to be given to

### Applicable to All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of **two million five hundred thousand (\$2,500,000.00) dollars.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by one of its Assistant Vice Presidents this 13th day of March, 1995.

Attest:

STAR INSURANCE COMPANY

*Ernestine M. Dougherty*  
Ernestine Dougherty, Assistant Vice President

By *[Signature]*  
Marc S. Willner, Senior Vice President



STATE OF MICHIGAN }  
                                  } ss.:  
COUNTY OF OAKLAND }

On this 13th day of March, 1995, before me personally came Marc S. Willner, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Colleen Keltz*  
NOTARY PUBLIC  
My Commission Expires:  
**COLLEEN KELTZ**  
Notary Public, Oakland County, MI  
My Commission Expires Apr. 30, 1999

### CERTIFICATE

I, the undersigned, of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Southfield in the State of Michigan. Dated the 14th day of April, 1997.

*Mary Jo Renaud*  
Mary Jo Renaud, Assistant Secretary

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

**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.

'97 APR 21 AIO 55

DATE: April 18, 1997  
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 Mullock Deputy

\$ 0 PAID K2 DEPUTY

**SEAL**

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