

OFFICIAL RECORD

Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: MAY 1, 2008

Recording Requested By:

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 27 Fee: 0.00
BK-0508 PG-0364 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2008.096

(Title of Document)

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

THIS AGREEMENT is dated as of the 28TH day of APRIL in the year 2008
by and between Douglas County, Nevada (hereinafter called OWNER) and Herback General
Engineering, LLC (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

TOLER RECONSTRUCTION PROJECT

ARTICLE 2 - THE PROJECT

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

THE RECONSTRUCTION OF TOLER

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: **Jeff Foltz, PE**
P.O. Box 218
Minden, NV 89423

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NO. 2008.096
2008 APR 30 PM 12:29
BARBARA J. GRIFFIN
CLERK
[Signature]

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 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work may begin on Monday, June 9, 2008. The Work will be substantially completed on or before **Friday, August 15, 2008**, 2and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before **Friday, August 29, 2008**.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER 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 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not 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 **Two thousand** dollars (**\$2,000.00**) for each day that expires after the time specified in paragraph 4.02 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 4.02 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 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. 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 Article 14 of the General Conditions.

ARTICLE 5 - CONTRACT PRICE

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

A. for all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item, as indicated in the attached Bid Schedule;

B. as provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. 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.

6.02 *Progress Payments; Retainage*

A. 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 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A 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:

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 14.02 of the General Conditions:



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a. 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 retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02 B.5 of the General Conditions and less 100 % of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. 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, and performance of the Work.

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

D. CONTRACTOR has carefully studied all (if any): (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating 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 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 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.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

(See Exhibit B, Engineering Services Report dated January 10, 2007.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. 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.

H. 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.

I. 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.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive);
 2. Performance Bond (pages 1 to 3, inclusive);
 3. Payment Bonds (pages 1 to 3, inclusive);
 4. Other Bonds (pages N/A to N/A, inclusive);
 5. General Conditions (pages 1 to 44, inclusive, not attached);
 6. Supplementary Conditions (pages SC-1 to SC- 16, inclusive, not attached);
 7. Specifications as listed in table of contents of the Project Manual (not attached);



8. Drawings (not attached) consisting of a cover sheet and sheets numbered 1 through 6, inclusive with each sheet bearing the following general title TOLEK RECONSTRUCTION PROJECT

9. Addenda (numbers 1 to 3, inclusive);

10. Exhibits to this Agreement (enumerated as follows):

a. Notice to Proceed (pages 1 to 1 inclusive, not attached)

b. CONTRACTOR's Bid (pages BF-1 to BF- 10, inclusive, not attached).

c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive, not attached).

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

a. Written Amendments

b. Work Change Directives

c. Change Order(s)

12. Part 2 and Part 3 of the "Standard Specifications for Public Works Construction, Washoe County, City of Sparks, City of Reno, Carson City, City of Yerington," 2007 Edition, incorporated by reference.

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this will have the meanings indicated in the General Conditions.

10.02. Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract 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 by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. 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.

10.04 *Severability*

A. 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.

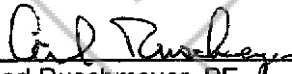
10.05 *Other Provisions*

A. 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.

This Agreement will be effective on April 28, 2008.

DOUGLAS COUNTY, NEVADA - OWNER



Carl Ruschmeyer, PE
Public Works Director

CONTRACTOR:

Herback General Engineering, LLC

By: [Signature]
(Authorized Representative)

Print Name: Greg Herback

STATE OF NEVADA)

) SS:

COUNTY OF DOUGLAS)

On this 28 day of April, in the year 2008 before me,
Susan Sevens / 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.

[Signature]
Notary's Signature
My Commission Expires: _____

Address for giving notices to Owner:

Jeff Foltz
Civil Engineer Senior
Douglas County Community Development
P.O. Box 218
Minden, NV 89423

Address for giving notices to Contractor:

Greg Herback
2531 Nowlin Rd.
MINDEN, NV 89423
775 267-6800

NV License No. 33090A

Agent for service of process:

BOND NO: 104737703

PREMIUM: \$5,509.00

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

HERBACK GENERAL ENGINEERING LLC
2531 NOWLIN RD
MINDEN, NV 89423

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
11070 WHITE ROCK RD
RANCHO CORDOVA, CA 95670

OWNER (Name and Address):

DOUGLAS COUNTY COMMUNITY DEVELOPMENT
1594 ESMERALDA AVE
MINDEN, NV 89423

CONSTRUCTION CONTRACT

Date: 04-14-08

Amount: \$379,931.42

Description (Name and Location): TOLER LANE RECONSTRUCTION CONTRACT #2008-627

BOND

Date (Not earlier than Construction Contract Date): 04-24-08

Amount: \$379,931.42

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the following two pages, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

HERBACK GENERAL ENGINEERING LLC

Signature: _____

Name and Title: Greg Harback - Owner

SURETY

Company: _____ (Corp. Seal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Signature: _____

Name and Title: NINA D DEDEKER, ATTORNEY IN FACT
(Attach Power of Attorney)

Space provided below for signatures of additional parties, if required)

CONTRACTOR AS PRINCIPAL

Company: _____ Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____
(Attach Power of Attorney)



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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 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:
 - 4.2.1. 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
 - 4.2.2. 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

4.2.3. 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 (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, 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 the 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 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.



BOND NO: 104737703
PREMIUM: \$5,509.00

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

HERBACK GENERAL ENGINEERING LLC
2531 NOWLIN RD
MINDEN, NV 89423

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
11070 WHITE ROCK RD
RANCHO CORDOVA, CA 95670

OWNER (Name and Address):

DOUGLAS COUNTY COMMUNITY DEVELOPMENT
1594 ESMERALDA AVE
MINDEN, NV 89423

CONSTRUCTION CONTRACT

Date: 04-14-08

Amount: \$379,931.42

Description (Name and Location): TOLER LANE RECONSTRUCTION CONTRACT #2008-627

BOND

Date (Not earlier than Construction

Contract Date): 04-24-08

Amount: \$379,931.42

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the following two pages, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)
HERBACK GENERAL ENGINEERING LLC

Signature: Greg Herback

Name and Title: Greg Herback

SURETY

Company: _____ (Corp. Seal)
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Signature: Nina D DeDecker

Name and Title: NINA D DEDEKER, ATTORNEY IN FACT
(Attach Power of Attorney)

Space provided below for signatures of additional parties, if required)

CONTRACTOR AS PRINCIPAL

Company: _____ Corp. Seal)

Signature: _____

Name and Title: _____

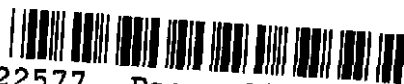
SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____
(Attach Power of Attorney)

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:
- 3.3.1 The Surety in accordance with the terms of the Contract;
- 3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
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:
- 4.4.1. 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
- 4.4.2. 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 paragraph 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 paragraph 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.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219733

Certificate No. 002252122

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Randell L. House, Nina D. Dedeker, and Lizabeth Kay Rapadas

of the City of Tahoe City, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of March, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 7th day of March, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

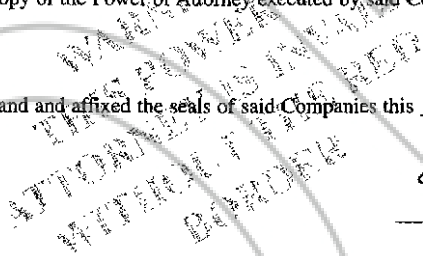
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24 day of April, 2008



Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Toler Lane Reconstruction project
Contract No. 2008-627
Public Works Project Identification No. DO-2008-167

ADDENDUM NUMBER ONE

The following information is hereby made a part of the Contract Documents for the Toler Lane Reconstruction project:

1. Geotextile fabric has been added to the base bid structural section and to alternative structural section #2. Also, a third alternative structural section has been added that does not utilize fabric. The fabric, when required, shall be a heavyweight woven geotextile fabric, meeting AASHTO M288 class 1 or class 2 standards. Mirafi 550X, Mirafi 600X, and Geotex 250 ST (by Propex) are examples of products meeting this specification.
2. Additional information regarding the thickness of the existing pavement is attached in the form of a Daily Field Report by Pezonella Associates dated 5-28-04. This information and the geotechnical report provide limited information regarding existing pavement thickness. The county does not guarantee the volume of asphalt concrete available for incorporation into any of the structural sections.
3. The pedestrian ramps at approximate stations 6+50 and 7+00 should be regular ramps, not modified ramps. The bid quantities for the ramps are correct.
4. The unit bid price for Type 1 manholes shall include restoration of existing landscaping to previously existing conditions.
5. The unit price for curb inlets shall include removal and replacement of associated curbing as needed to construct the curb inlets.
6. Removal and replacement of curb & gutter and sidewalk associated with construction of the new 15" RCP shall be paid for under the bid items for curb & gutter and sidewalk. The removal quantities will be agreed upon with the owner in the field prior to construction. The quantity for C&G should not exceed 10 LF per crossing, and the quantity for sidewalk should not exceed 50 SF per crossing. The bid quantities reflect this information.
7. Closure of Toler to through traffic will be allowed with an approved traffic control plan. The contractor will, however, be required to maintain local access for residents and businesses during construction. Use of Lampe Drive as a primary haul route will not be permitted.
8. The Contractor will need to apply for and obtain an NDOT permit for any proposed signage along US 395. Payment for this will be included in the pay item for mobilization. NDOT has indicated that they probably will not allow a southbound left turn from US 395 onto Toler for construction traffic.
9. ~~Bids will be due on Wednesday, March 18th at 1:00 p.m.~~ *will be in room 204.* The location for submittal of bids ~~has not changed.~~ Bids will be publicly opened and read on Wednesday, March 19th at 1:05 p.m. *19*

Please replace pages BF-8 and BF-9 in your bid form with the enclosed pages.

Dated this 14th day of March, 2008.

Jeffrey L. Foltz
Jeffrey L. Foltz, PE, Associate Civil Engineer

Geotextile Survivability Requirements

Property	Test Method	Geotextile Class					
		Class 1		Class 2		Class 3	
		Elongation < 50%	Elongation > 50%	Elongation < 50%	Elongation > 50%	Elongation < 50%	Elongation > 50%
Grab Strength	ASTM D 4632	1400 N (315 lb)	900 N (203 lb)	1100 N (248 lb)	700 N (158 lb)	800 N (180 lb)	500 N (113 lb)
Sewn Seam Strength	ASTM D 4632	1260 N (284 lb)	810 N (182 lb)	990 N (223 lb)	630 N (142 lb)	720 N (162 lb)	450 N (101 lb)
Tear Strength	ASTM D 4533	500 N (113 lb)	350 N (79 lb)	400 N (90 lb)	250 N (57 lb)	300 N (68 lb)	180 N (41 lb)
Puncture Strength	ASTM D 4833	500 N (113 lb)	350 N (79 lb)	400 N (90 lb)	250 N (57 lb)	300 N (68 lb)	180 N (41 lb)
Burst Strength	ASTM D 3786	3500kPa (508 psi)	1700 kPa (247 psi)	2700 kPa (392 psi)	1300 kPa (200 psi)	2100 kPa (305 psi)	950 kPa (138 psi)

Note - Elongation measured in accordance with ASTM D 4632.

Geotextile Installation Requirements

- A. The geotextile shall be laid smooth without wrinkles or folds on the prepared subgrade in the direction of construction traffic. Adjacent geotextile rolls shall be overlapped, sewn or joined as required in the plans. Overlaps shall be in the direction as shown on the plans. See table below for overlap requirements.

Soil CBR	Method of Joining
Greater than 3	300 - 450 mm (12 - 18 in) overlap
1 - 3	600 - 1000 mm (24 - 40 in) overlap
0.5 - 1	1000 mm (40 in) overlap or sewn
Less than 0.5	Sewn
All roll ends	1000 mm (40 in) overlap or sewn

- B. On curves, the geotextile may be folded or cut to conform to the curves. The fold or overlap shall be in the direction of construction and held in place by pins, staples, or piles of fill or rock.
- C. Prior to covering, the geotextile shall be inspected by a certified inspector of the Engineer to ensure that the geotextile has not been damaged during installation. Damaged geotextiles, as identified by the Engineer, shall be repaired immediately. Cover the damaged area with a geotextile patch which extends an amount equal to the required overlap beyond the damaged area.
- D. The subbase shall be placed by end dumping onto the geotextile from the edge of the geotextile, or over previously placed subbase aggregate. Construction vehicles shall not be allowed directly on the geotextile. The subbase shall be placed such that at least the minimum specified lift thickness shall be between the geotextile and equipment tires or tracks at all times. Turning of vehicles shall not be permitted on the first lift above the geotextile.
- E. On subgrades having a CBR value of less than 1, the subbase aggregate should be spread in its full thickness as soon as possible after dumping to minimize the potential of localized subgrade failure due to overloading of the subgrade.
- F. Any ruts occurring during construction shall be filled with additional subbase material, and compacted to the specified density.
- G. If placement of the backfill material causes damage to the geotextile, the damaged area shall be repaired as previously described above. The placement procedure shall then be modified to eliminate further damage from taking place.

BK- 0508
PG- 381
05/02/2008

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PEZONELLA ASSOCIATES, INC.

DAILY FIELD REPORT

PROJECT Toler Lane Coring
LOCATION Gardnerville, Douglas County, Nevada

JOB NO: 4336.45B
DATE: 5-28-04
DAY: Friday
PERMIT: _____
APN: _____

CLIENT DCCD; Jeff Foltz
GENERAL CONTRACTOR _____

TOTAL HOURS: _____
Retest: _____
Overtime: _____
Travel: _____

SUBCONTRACTORS
Earthwork _____
Reinforcing Steel _____
Concrete _____
Structural Steel _____
Welding _____
Masonry _____
Paving _____
Other _____

WEATHER: _____
High: _____
Low: _____

SPECIFICATIONS & SOURCE
N/A

STRUCTURAL ENGINEER _____

ARCHITECT _____

CIVIL ENGINEER _____

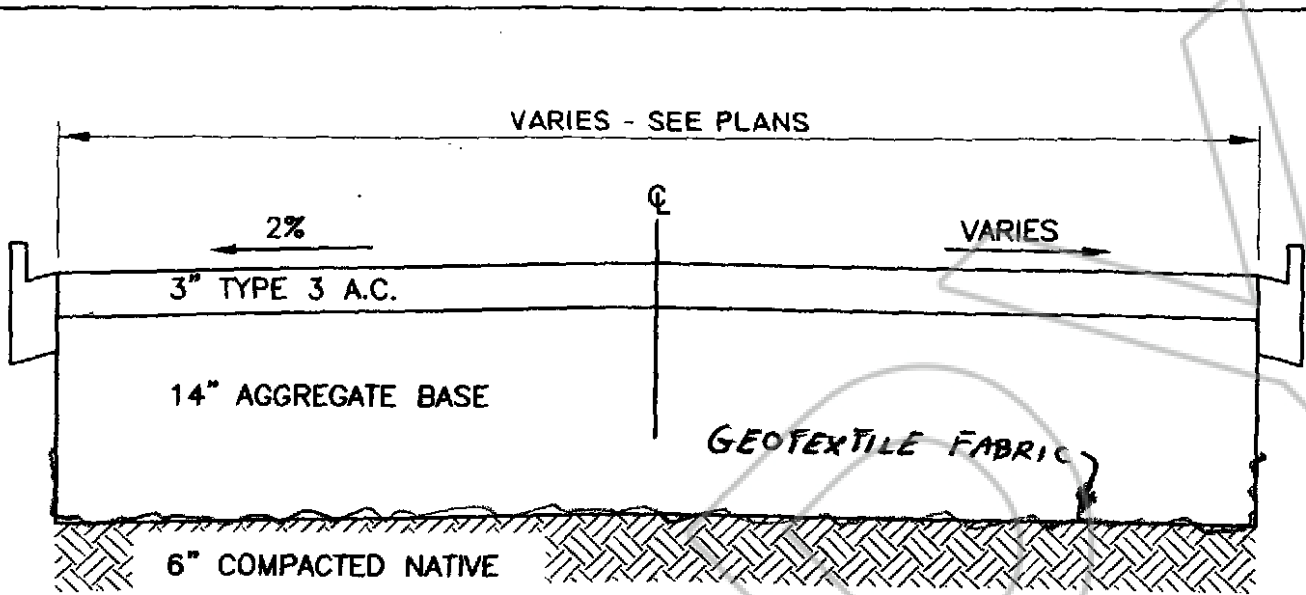
ENGINEER OF RECORD _____

DISCREPANCIES

UNSATISFACTORY CONDITIONS:

WORK IN PROGRESS: Three cores were taken, locations by Jeff Foltz, on Toler Lane. Core #1, close to Toiyabe Avenue, was 2 9/16" thick. The subgrade consisted of brown silty sand (sm) medium dense dry to 9". Jeff Foltz of Douglas County Engineering witnessed the first core and we noted no baserock. Core #2, close to Lampe Drive, was 2 1/2" thick and similar materials at subgrade. Core #3, close to Mountain Court, was about 2 1/2" thick and had a silty sand subgrade (fill) from 0"-5". The native subgrade (5"-12") consisted of dark brown sandy clay (cl) with few medium gravels near 8" along with moisture increase. We patched all cores and left the site when the non-shrink grout surface was dry. Soil classification based on visual results. Laboratory testing was not performed, to date, per Jeff Foltz.

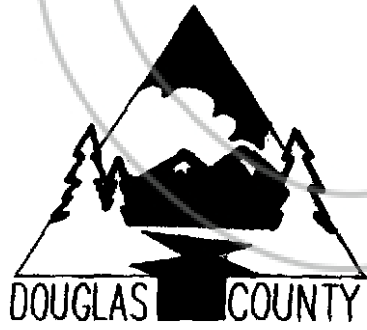
INITIALS _____ **DL** _____



NOTES:

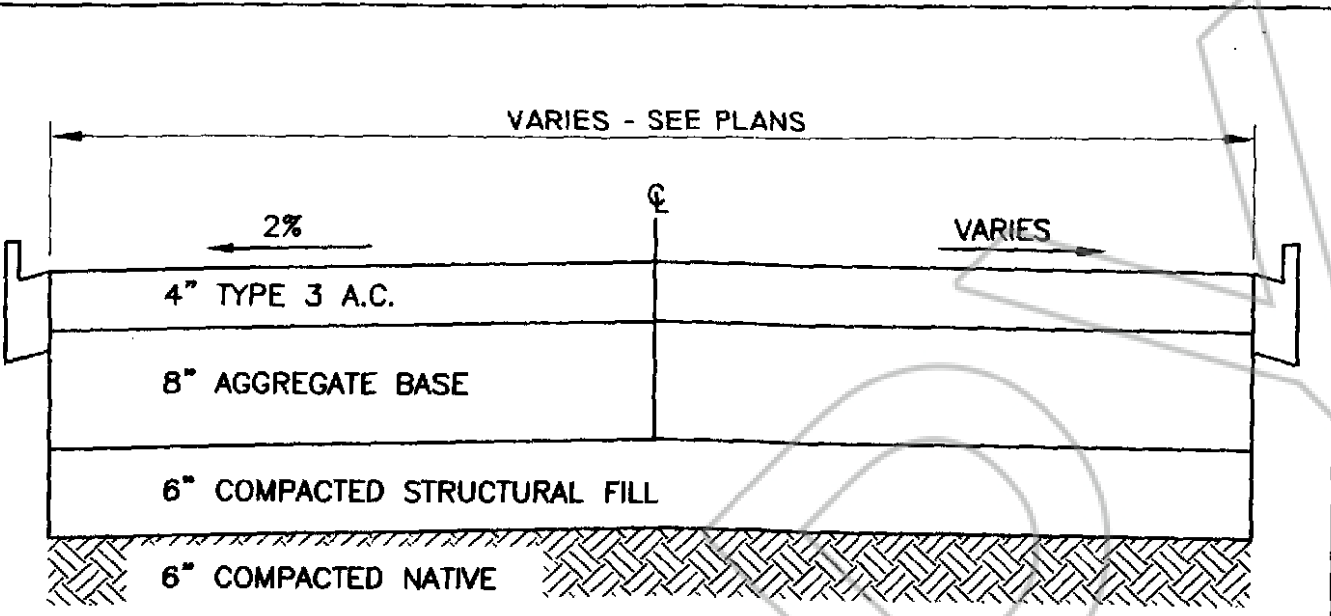
- 1. ASPHALT CONCRETE SHALL UTILIZE PG64-28MV ASPHALT CEMENT.
- 2. AGGREGATE BASE SHALL BE TYPE 2 CLASS B.
- 3. EXISTING ASPHALT CONCRETE MAY BE UTILIZED AS AGGREGATE BASE IF PROCESSED TO MEET THE GRADATION FOR RECYCLED ASPHALT CONCRETE BASE PER THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. IF UTILIZED, IT SHALL BE PLACED IN THE BOTTOM LIFT.
- 4. LOWER ALL UTILITY LIDS THEN RAISE TO GRADE AFTER PAVING.

BASE BID TOLER LANE STRUCTURAL SECTION



3/14/08





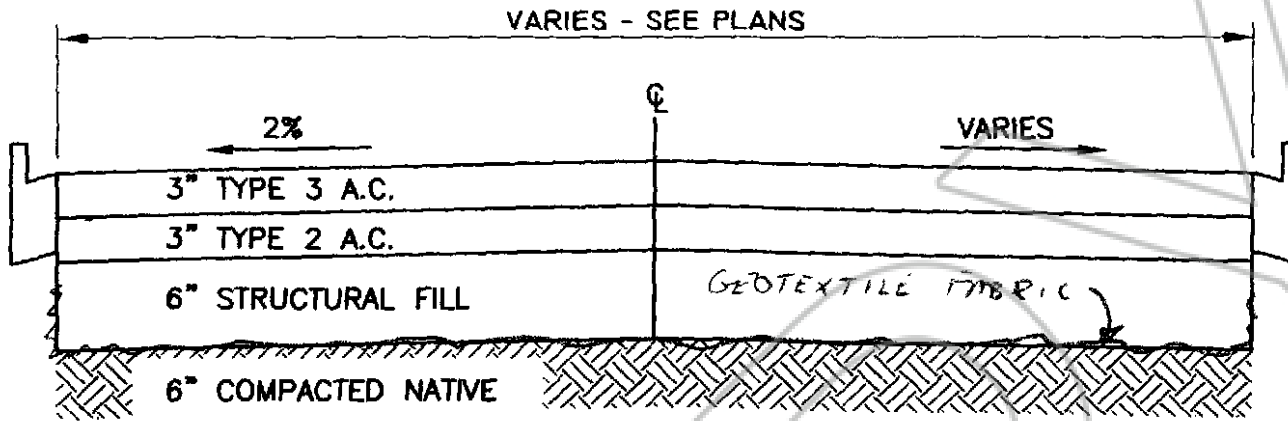
NOTES:

1. ASPHALT CONCRETE SHALL UTILIZE PG64-28NV ASPHALT CEMENT.
2. AGGREGATE BASE SHALL BE TYPE 2 CLASS B.
3. EXISTING ASPHALT CONCRETE MAY BE UTILIZED AS AGGREGATE BASE IF PROCESSED TO MEET THE GRADATION FOR RECYCLED ASPHALT CONCRETE BASE PER THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. IF UTILIZED, IT SHALL BE PLACED IN THE BOTTOM LIFT.
ALTERNATIVELY, IT MAY BE INCORPORATED IN THE STRUCTURAL FILL IF THE RESULTANT FILL MEETS THE GRADATION REQUIREMENTS.
4. LOWER ALL UTILITY LIDS THEN RAISE TO GRADE AFTER PAVING.
5. *G.EOTEXTILE FABRIC NOT REQUIRED*

ALTERNATIVE TOLER LANE STRUCTURAL SECTION #1



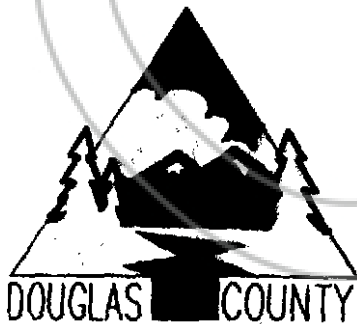
3/14/08 (NO CHANGE)



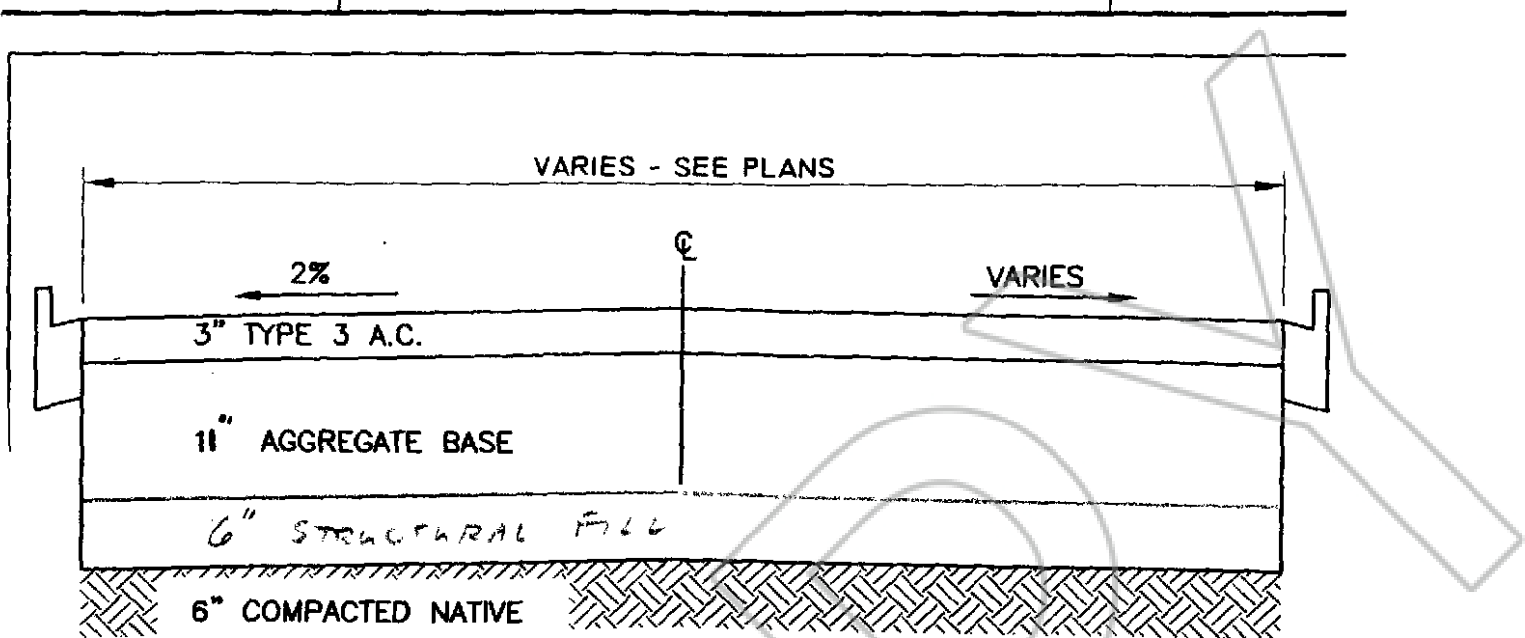
NOTES:

1. ASPHALT CONCRETE SHALL UTILIZE PG64-28NV ASPHALT CEMENT.
2. EXISTING ASPHALT CONCRETE MAY BE INCORPORATED INTO THE STRUCTURAL FILL IF THE RESULTANT FILL MEETS THE GRADATION REQUIREMENTS.
3. LOWER ALL UTILITY LIDS THEN RAISE TO GRADE AFTER PAVING.

ALTERNATIVE TOLER LANE STRUCTURAL SECTION #2



3/14/08

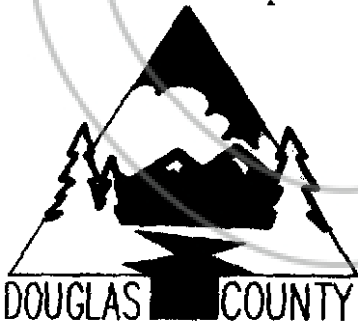


NOTES:

1. ASPHALT CONCRETE SHALL UTILIZE PG64-28NV ASPHALT CEMENT.
2. AGGREGATE BASE SHALL BE TYPE 2 CLASS B.
3. EXISTING ASPHALT CONCRETE MAY BE UTILIZED AS AGGREGATE BASE IF PROCESSED TO MEET THE GRADATION FOR RECYCLED ASPHALT CONCRETE BASE PER THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. IF UTILIZED, IT SHALL BE PLACED IN THE BOTTOM LIFT.
4. LOWER ALL UTILITY LIDS THEN RAISE TO GRADE AFTER PAVING.
5. GEOTEXTILE FABRIC NOT REQUIRED

ALTERNATIVE TOLER LANE STRUCTURAL SECTION

#3



3/14/08

19.	<u>Install New Sign Posts (EA)</u>	<u>17</u>	<u> </u>	<u> </u>
20.	<u>BIKE LANE Signs (R3-17) (EA)</u>	<u>7</u>	<u> </u>	<u> </u>
21.	<u>AHEAD Signs (R-17a) (EA)</u>	<u>2</u>	<u> </u>	<u> </u>
22.	<u>ENDS Signs (R3-17b) (EA)</u>	<u>2</u>	<u> </u>	<u> </u>
23.	<u>(Students) Signs (S1-1) (EA)</u>	<u>7</u>	<u> </u>	<u> </u>
24.	<u>AHEAD Signs (W16-9p) (EA)</u>	<u>3</u>	<u> </u>	<u> </u>
25.	<u>(Arrow) (W16-7p) (EA)</u>	<u>4</u>	<u> </u>	<u> </u>
26.	<u>NO PARKING EXCEPT (R7-3) (EA)</u>	<u>3</u>	<u> </u>	<u> </u>
27.	<u>NO PARKING BIKE LANE (R7-9a) (EA)</u>	<u>1</u>	<u> </u>	<u> </u>
28.	<u>(Bicycle) Pavement Marking (EA)</u>	<u>6</u>	<u> </u>	<u> </u>
29.	<u>Crosswalk Stripping (EA)</u>	<u>4</u>	<u> </u>	<u> </u>
30.	<u>Stop Bars (EA)</u>	<u>3</u>	<u> </u>	<u> </u>
31.	<u>Turn Arrows (EA)</u>	<u>1</u>	<u> </u>	<u> </u>
32.	<u>Striping 6" White Bike/Parking (LF)</u>	<u>6,900</u>	<u> </u>	<u> </u>
33.	<u>Striping Double Yellow Center Line (LF)</u>	<u>2,360</u>	<u> </u>	<u> </u>
34.	<u>Overexcavate and place Structural Fill, (CY)</u>	<u>50</u>	<u> </u>	<u> </u>

TOTAL OF BID ITEMS 1 THROUGH 33 (numbers) \$

(words)

A1.	<u>Construct Alternative Structural Section #1, 4" AC on 8" AB on 6" Structural Fill, no fabric (SF)</u>	<u>90,600</u>	<u> </u>	<u> </u>
A2.	<u>Construct Alternative Structural Section #2, 6" AC on 6" Structural Fill on Fabric (SF)</u>	<u>90,600</u>	<u> </u>	<u> </u>



REVISED 3/14/08

A3. Construct Alternative Structural Section #3, 3" AC on 11 Agg. Base on 6" Structural Fill, no Fabric (SF)

_____ 90,600 _____

CHECK ONE:


- We qualify and claim the Preferential Bidder Status as specified in NRS 338.147, **and have attached the appropriate information** in accordance with the requirements of NRS 338.147 as referenced in Supplementary Condition 6.09.I.
- We do not qualify for the Preferential Bidder Status as specified in NRS 338.147.

Contractor: _____

Authorized Signature: _____

COOPER

REVISED 3/14/08


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BK- 0508
PG- 388

ADDENDUM NUMBER TWO
Toler Lane Reconstruction Project
Contract No. 2008-627
Public Works Project Identification No. DO-2008-167

The following information is hereby made a part of the Contract Documents for the
Toler Lane Reconstruction project

BIDS WILL BE DUE
WEDNESDAY, MARCH 19TH
AT 1:00 P.M.

The location for submittal of bids has not changed. Bids will be publicly opened and
read on Wednesday, March 19th at 1:05 p.m. in Room 204.

Dated this 17th day of March, 2008

 For Jeff Foltz.

Jeffrey L. Foltz, PE, Associate Civil Engineer



ADDENDUM NUMBER THREE
Toler Lane Reconstruction Project
Contract No. 2008-627
Public Works Project Identification No. DO-2008-167

The following information is hereby made a part of the Contract Documents for the
Toler Lane Reconstruction project

1. Bid item 15, the base bid structural section, shall include fabric as indicated in the revised detail in addendum number one. Please modify BF-7 accordingly.
2. The total bid on page BF-8 shall be the total of bid items 1 through 34. Please modify BF-8 accordingly.
3. The bid will be awarded utilizing the least expensive structural section.

The time and location for submittal of bids has not changed. (Bids will be due at 1:00 on Wednesday, March 19th.)

Dated this 18th day of March, 2008

Jeffrey L. Foltz, PE, Associate Civil Engineer

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: March 1, 2008
Clerk of the 9th Judicial District Court
of the State of Nevada in and for the County of Douglas.

By Carolyn M. Malloch Deputy