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OFFICIAL RECORDS

Requested By:

Dc/Minden-Tahoe Airport

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 Of 25 Fee: \$ 0.00

Bk: 1012 Pg: 1594



Deputy: sg

Assessor's Parcel Number: N/A

Date: OCTOBER 5, 2012

Recording Requested By:

Name: CATHIE KITE, MINDEN-TAHOE AIRPORT

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

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

AGREEMENT #2012.217

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

FILED

NO. 2012.217

2012 OCT -5 AM 9:49

**AGREEMENT  
BETWEEN  
DOUGLAS COUNTY, NEVADA  
AND  
A&K EARTH MOVERS, INC**

TED THUAN  
CLERK  
*[Signature]*

Whereas, Douglas County Nevada (hereinafter OWNER) is a political subdivision of the State of Nevada, and is statutorily authorized to enter into contracts for construction projects, and;

Whereas A&K Earth Movers, Inc. (hereinafter CONTRACTOR) is a construction company licensed as a general contractor in Nevada, and;

Whereas CONTRACTOR has submitted a bid in accord with the rehabilitation on the southern portion of Taxiway A at the Minden Tahoe Airport project Construction Specifications and Contract Documents (hereinafter Contract Documents) as prepared by OWNER, and;

Whereas, CONTRACTOR submitted a responsive and responsible Bid in the amount of \$551,000 for the southern portion of Taxiway A at the Minden Tahoe Airport Project as outlined in the Contract Documents.

Now therefore, it is the intention of the OWNER and CONTRACTOR to enter into an Agreement to have CONTRACTOR complete all of the work as specified or indicated in the Contract Documents.

**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 South Taxiway A Rehabilitation, to include crack repair and crack seal, asphalt concrete milling, tack coat, 2-inch overlay and pavement markings.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows South Taxiway A Rehabilitation, to include crack repair and crack seal, asphalt concrete milling, tack coat, 2-inch overlay and pavement markings.

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by: **Mead & Hunt, 133 Aviation Boulevard, Suite 100, Santa Rosa, CA 95403-8279** 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 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 15 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and Section IV, B. of the Constructino Safety and Phasing Plan, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 27 days after the date when the Contract Times commence to run.

**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 one thousand dollars (\$1,000.00) 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 one thousand dollars (\$1,000.00) 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:

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 that was in place at the time of the execution of the project. The interest rate shall be determined by the interest rate paid by Bank of America, Minden branch on a certificate of deposit time deposit.

**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. If applicable, 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.

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 8, inclusive);
  - 2. Performance Bond (Attached);
  - 3. Payment Bonds (Attached)

4. FAA Grant documentation (not attached);
5. Minden Tahoe Airport, Airport Improvements, Contract documents and Specifications (not attached);
  - a. Division I - Bidding and Contract Documents
  - b. Division II - FAA Required Provisions
  - c. Division III - General Conditions
  - d. Division IV - Special Provisions for Airport construction
  - e. Divisionm V - Technical Specifications
6. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed (Attached)
  - b. CONTRACTOR's Bid (pages BF-1 to BF-17, inclusive, not attached).
7. 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)

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 Legal**

A. In the event that there is any litigation relative to the interpretation or enforcement of this Agreement or any of the Contract Documents, any such matter must be litigated in the Ninth Judicial District Court of Nevada.

**10.06 Notices**

A. All notices, documents and or payments regarding this Agreement and Contract shall be sent to the following:

**OWNER**

Minden-Tahoe Airport  
P. O. Box 218  
Minden, Nevada 89423

**CONTRACTOR**

A&K Earth Movers, Inc.  
12251 Truckee Canyon Court  
Sparks, Nevada 89434

**10.07 Effective Date of the Agreement**

A. Both OWNER and CONTRACTOR agree that this Agreement and Contract as outlined in the Contract Documents become effective immediately upon the signing of this Agreement by both parties.







**BID BOND**

**PENAL SUM FORM**

**BIDDER (Name and Address):**

A&K Earth Movers, Inc.  
12251 Truckee Canyon Court  
Sparks NV 89434

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

Fidelity and Deposit Company of Maryland  
1400 American Ln.  
Schaumburg IL 60196

**DOUGLAS COUNTY (Name and Address):**

Minden Tahoe Airport  
1146 Airport Road  
Minden, NV 89423

**BID**

**BID DUE DATE:** June 11 2012

**PROJECT (Brief Description Including Location):**

Minden Tahoe Airport South Taxiway A Rehabilitation (FAA AIP No. 3-332-0013-21)

**BOND**

**BOND NUMBER:** N/A

**DATE (Not later than Bid Due Date):** May 30 2012

**PENAL SUM:** Ten Percent 10%

(Words)

(Figures)

IN WITNESS WHEREOF, SURETY and BIDDER, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause the Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

A&K Earth Movers, Inc. (Seal)  
BIDDER'S Name and Corporate Seal

Fidelity and Deposit Company of Maryland (Seal)  
Surety's Name and Corporate Seal

By: *Christina Jones*  
Signature and Title *Secy.*

By: *James D. Elneron*  
Signature and Title  
(Attach Power of Attorney)  
James D. Elneron, Attorney-in-Fact

Attest: *[Signature]*  
Notary Public - State of Nevada  
Appointment Recorded in Churchill County

Attest: \_\_\_\_\_  
Signature and Title

No: 04-3162-4 - Expires February 1, 2014

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to BIDDER, Surety, DOUGLAS COUNTY or other party shall be considered plural where applicable.



1. BIDDER and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to DOUGLAS COUNTY upon default of BIDDER the penal sum set forth on the face of this Bond.
2. Default of BIDDER shall occur upon the failure of BIDDER to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by DOUGLAS COUNTY) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1. DOUGLAS COUNTY accepts BIDDER's bid and BIDDER delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by DOUGLAS COUNTY) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by DOUGLAS COUNTY, or
  - 3.3 DOUGLAS COUNTY fails to issue a notice of award to BIDDER within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by BIDDER and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this bond will be due and payable upon default by BIDDER and Within thirty (30) calendar days after receipt by BIDDER and Surety of written notice of default from DOUGLAS COUNTY, which notice will be given with reasonable promptness, identifying this Bond and the PROJECT and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by DOUGLAS COUNTY and BIDDER, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by BIDDER and SURETY, and in no case later than one (1) year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the PROJECT is located.
8. Notice required hereunder shall be in writing and sent to BIDDER and SURETY at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.



### CERTIFICATE OF ACKNOWLEDGMENT

State of California )  
County of Sacramento )

On 5/30/12 , before me, Gail C. Einerson , Notary Public,  
(here insert name and title of officer)

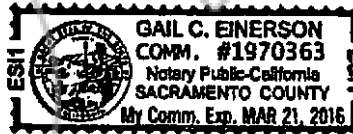
personally appeared \_\_\_\_\_  
James D. Einerson

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gail C. Einerson  
Signature of Notary Public



(seal)





**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 30 day of MAY, 2012.

*George E. Murray*  
Assistant Secretary

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint James D. EINERSON, of Gold River, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of James D. EINERSON, dated May 1, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of May, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*Eric D. Barnes*

Eric D. Barnes Assistant Secretary

*Frank E. Martin Jr.*

By: Frank E. Martin Jr. Vice President

State of Maryland }  
Baltimore County } ss:

On this 1st day of May, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

Dennis R. Hayden Notary Public  
My Commission Expires: February 15, 2013

Bond No. 9095909 Premium: \$4,007.00

**CONSTRUCTION PERFORMANCE BOND**

Any singular reference to CONTRACTOR, SURETY, DOUGLAS COUNTY or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

A&K Earth Movers, Inc.  
12251 Truckee Canyon Ct., Sparks

**DOUGLAS COUNTY (Name and Address):**

1146 Airport Rd., Minden, NV. 89423

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

Fidelity and Deposit Company of Maryland  
1400 American Lane, Schaumburg, IL. 60196

**CONSTRUCTION CONTRACT**

Date: 9/19/12

Amount: \$551,000.00

Description: Minden Tahoe Airport South Taxiway A Rehabilitation (FAA AIP No. 3-332-0013-21)

**BOND**

Date (Not earlier than Construction Contract Date): 9/20/12

Amount: \$551,000.00

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)  
A&K Earth Movers, Inc.

Signature: \_\_\_\_\_  
Name and Title: *Christian J. Gross, Secy.*

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)  
Fidelity and Deposit Company of Maryland

Signature: \_\_\_\_\_  
Name and Title: James D. Einerson, 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The DOUGLAS COUNTY has notified the CONTRACTOR and the SURETY at its address described in Paragraph 10 below, that the DOUGLAS COUNTY 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 (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the DOUGLAS COUNTY, 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 DOUGLAS COUNTY's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2 The DOUGLAS COUNTY 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 (20) days after the CONTRACTOR and the SURETY have received notice as provided in Subparagraph 3.1; and
  - 3.3 The DOUGLAS COUNTY 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY, 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 DOUGLAS COUNTY for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the DOUGLAS COUNTY and the CONTRACTOR selected with the DOUGLAS COUNTY'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 DOUGLAS COUNTY the amount of damages as described in Paragraph 6 in excess of the Balance of the CONTRACT Price incurred by the DOUGLAS COUNTY 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 DOUGLAS COUNTY and, as soon as practicable after the amount is determined, tender payment therefore to the DOUGLAS COUNTY; or
    - 4.4.2. Deny liability in whole or in part and notify the DOUGLAS COUNTY citing reasons therefore.
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 (15) days after receipt of an additional written notice from the DOUGLAS COUNTY to the SURETY demanding that the SURETY perform its obligations under this Bond, and the DOUGLAS COUNTY shall be entitled to enforce any remedy available to the DOUGLAS COUNTY, If the SURETY proceeds as provided in Paragraph 4.4, and the DOUGLAS COUNTY refuses the payment tendered or the SURETY has denied liability, in whole or in part, without further notice the DOUGLAS COUNTY shall be entitled to enforce any remedy available to the DOUGLAS COUNTY.
6. After the DOUGLAS COUNTY has terminated the CONTRACTOR's right to complete the Construction CONTRACT, and if the SURETY elects to act under Paragraphs 4.1, 4.2, or 4.3, above, then the responsibilities of the SURETY to the DOUGLAS COUNTY shall not be greater than those of the CONTRACTOR under the Construction CONTRACT,



and the responsibilities of the DOUGLAS COUNTY to the SURETY shall not be greater than those of the DOUGLAS COUNTY under the Construction CONTRACT. To the limit of the amount of this Bond, but subject to commitment by the DOUGLAS COUNTY 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 nonperformance of the CONTRACTOR.
7. The SURETY shall not be liable to the DOUGLAS COUNTY 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 DOUGLAS COUNTY 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 (2) years after CONTRACTOR Default or within two (2) years after the CONTRACTOR ceased working or within two (2) 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY 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. DOUGLAS COUNTY Default: Failure of the DOUGLAS COUNTY, 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. 9095909

**CONSTRUCTION PAYMENT BOND**

Any singular reference to CONTRACTOR, SURETY, DOUGLAS COUNTY, or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

A&K Earth Movers, Inc.  
12251 Truckee Canyon Ct., Sparks, NV. 89434

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

Fidelity and Deposit Company of Maryland  
1400 American Lane, Schaumburg, IL. 60196

**DOUGLAS COUNTY (Name and Address):**

1146 Airport Rd., Minden, NV. 89423

**CONSTRUCTION CONTRACT**

Date: 9/19/12  
Amount: \$551,000.00  
Description: Minden Tahoe Airport South Taxiway A Rehabilitation (FAA AIP No. 3-332-0013-21)

**BOND**

Date (Not earlier than Construction 9/20/12  
Contract Date):  
Amount: \$551,000.00  
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 Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)  
A&K Earth Movers, Inc.

Signature: \_\_\_\_\_  
Name and Title: *Christina Spass, Secy.*

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)  
Fidelity and Deposit Company of Maryland

Signature: \_\_\_\_\_  
Name and Title: James D. Einerson, 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY, 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY, 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 DOUGLAS COUNTY, within ninety (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 thirty (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 thirty (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 DOUGLAS COUNTY, 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY, within forty-five (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 DOUGLAS COUNTY 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 DOUGLAS COUNTY 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 DOUGLAS COUNTY's priority to use the funds for the completion of the work.

9. The SURETY shall not be liable to the DOUGLAS COUNTY, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction CONTRACT. The DOUGLAS COUNTY 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 (1) 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 DOUGLAS COUNTY or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by SURETY, the DOUGLAS COUNTY 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 DOUGLAS COUNTY and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3 DOUGLAS COUNTY Default: Failure of the DOUGLAS COUNTY, 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.

### CERTIFICATE OF ACKNOWLEDGMENT

State of California )  
County of Sacramento )

On 9/20/12 , before me, Gail C. Einerson , Notary Public,  
(here insert name and title of officer)

personally appeared \_\_\_\_\_  
James D. Einerson

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gail C. Einerson  
Signature of Notary Public



(seal)

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 20 day of SEPT. 2012.

*Gregory E. Murray*  
Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> L/P Insurance Services, Inc. dba:ISU-L/P Insurance Services 6275 Neil Road, 3rd Floor Reno NV 89511		<b>CONTACT NAME:</b> Pat McGuffey <b>PHONE (A/C No. Ext.):</b> (775) 996-6000 <b>E-MAIL ADDRESS:</b> pat.mcguiffey@lpins.net <b>FAX (A/C No.):</b> (775) 473-9288															
<b>INSURED</b> A & K Earth Movers Inc. P O Box 1059 Fallon NV 89407		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Fire InsCo of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Starr Indemnity &amp; Liability</td> <td>38318</td> </tr> <tr> <td>INSURER C: Companion Commercial Ins Co</td> <td>10794</td> </tr> <tr> <td>INSURER D: AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire InsCo of Hartford	20478	INSURER B: Starr Indemnity & Liability	38318	INSURER C: Companion Commercial Ins Co	10794	INSURER D: AGCS Marine Insurance Company	22837	INSURER E:		INSURER F:	
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**COVERAGES**                      **CERTIFICATE NUMBER:** CL1262705824                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE <input checked="" type="checkbox"/> LOC		4029088901	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4029088915	6/30/2012	6/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motonst \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ none		SISCCCL01537411	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MNB000100002	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equipment		MZI93032901	6/30/2012	6/30/2013	Limit \$10,317,694 Leased/Rented \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE:** South Taxiway A Rehabilitation  
 Certificate Holder is named as additional insured as per form G140331C 1010 for General Liability, and Auto form #CA20480299 attached.

<b>CERTIFICATE HOLDER</b>  Douglas County Minden-Tahoe Airport P.O. Box 218 Minden, NV 89423	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Shawna Murph/SHAWNA <i>Shawna Murph</i>
---	---





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR**  
**CONTRACTORS - WITH PRODUCTS-COMPLETED OPERATIONS**  
**COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons Or Organizations</b>
(As required by "written contract" per Paragraph A. below.)
<b>Locations of Covered Operations</b>
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
  2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf in the performance of your ongoing operations specified in the "written contract"; or
    - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      - (1) The "written contract" requires you to provide the additional insured such coverage; and
      - (2) This Coverage Part provides such coverage.
  2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
    - a. Required by the "written contract";
    - b. Described in **B.1.** above; or
    - c. Afforded to you under this policy.
  3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
    - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying

services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities, or
- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury" for which the additional insured seeks coverage under this Coverage Part.



### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/30/2012	Countersigned By: <i>R. McCullough</i>
Named Insured: A & K Earth Movers, Inc.	(Authorized Representative)

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> Any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

### 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: Oct 20 2012  
THIRAN Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By *Christina McCullough* Deputy