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Emergency
Operations
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FILED
NO. 98-225

AGREEMENT

98 DEC -3 AM 29

THIS AGREEMENT is entered between Robert L. Skibinski and Marilyn Skibinski, hereinafter referred to as "Owner", ~~GRISWOLD~~ ^{BARBARA DREED} Construction, Nevada License No. 27453, hereinafter referred to as "Contractor", and Douglas County, a political subdivision of the State of Nevada, hereinafter referred to as "County". It concerns a major remodel of Owners' real property and improvements at 979 Fairway, Gardnerville, Nevada (APN 27-273-130), consisting of elevation of Owners' home and related work under the FEMA home elevation project. Owners desire to enter a contract with Contractor in the form attached as Exhibit A, as modified herein (hereinafter referred to as "Project"). County is administering funds granted by FEMA and the State of Nevada in the amounts set forth herein in connection with the Project.

FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements set forth herein, the parties agree as follows:

1. The contract price bid by Contractor, and agreed by Owners, is \$113,653.00 for the project. County agrees to provide funds in the amount of \$97,200.00 toward the project. County further agrees to pay Nevada Construction Services, Inc., (NCS) in the amount of \$1,100.00 for construction control, and Owners a sum not to exceed \$4,000 for temporary housing and storage during the construction. County will also pay for the Engineer's inspection and flood elevation certificate required by the terms of the grant. To the extent that additional funds become available for Owners' project from Federal or State agencies, County will reimburse Owners' for their share of the contract price.

2. The agreement between Owners and Contractor is hereby modified as set forth herein. Owners will pay Contractor directly the sum of \$16,453.00 toward the contract price. Contractor agrees to apply these funds to the project for the items not listed in the Disbursement Agreement. It is Owners' decision to pay Griswold Construction directly and in advance,

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instead of putting the funds in the construction control account. Owners are aware of the risks associated with payment in advance, and assume the same.

3. The County's funds will be deposited with Nevada Construction Services, Inc. for disbursement pursuant to the Disbursement Agreement signed on even date herewith, in the form attached as Exhibit B. The schedule and method of payment set forth in Exhibit A is modified as set forth in Exhibit B.

4. Owners agree to hold County harmless from any liability based on the funding arrangement set forth in Exhibit B, or otherwise based on Contractor's default, breach or failure to perform, defend County from any claims based on the same, and indemnify County for any losses or damages it may suffer as a result thereof.

5. Exclusive of their remedies against Contractor, in the event that Contractor defaults on performance of the contract, or for any reason does not complete the same, Owners understand that they are responsible to secure substitute performance to complete the project at their expense.

6. The parties to this agreement acknowledge that the funds paid by Owners to Contractor will not be on deposit with NCS and will not be available for disbursement by NCS pursuant to this agreement. NCS will not be responsible for disbursement of funds in addition to those deposited with NCS pursuant to this agreement.

7. Contractor agrees to complete the project with the funds paid by Owners to Contractor and the funds disbursed pursuant to this agreement. If Contractor fails or refuses to complete the project, then, in addition to any and all other remedies provided by law or at equity, Contractor will be liable for replacement performance, consequential damages to Owners, interest, costs and reasonable attorney's fees. Contractor agrees to hold County and NCS harmless from any liability to Owners, defend them and each of them, and indemnify them and each of them for any losses or

damages they may suffer as a result of any default or other breach in Contractor's performance.

8. Owners agree to hold NCS and County harmless from any liability based on the funding arrangement set forth herein, Contractor's default, breach or failure to perform, defend them and each of them from any claims based on the same, and indemnify them and each of them for any losses or damages they may suffer as a result thereof.

9. To the extent that labor, services, materials or other benefit is provided to or by Griswold Construction, its subcontractors, agents, suppliers in excess of the funds on deposit with NCS, Griswold Construction agrees hold Owners, NCS and County harmless from any liability for the same, to defend claims against and indemnify Owners, NCS, and County for any losses, damages, costs and attorneys' fees connected therewith, and, in addition, to obtain and deliver to NCS good and sufficient mechanic's lien releases from the providers of the same.

10. Any ineligible expenses incurred by Owners are independent of the Project and this agreement, and County assumes no liability for completion or payment for the same.

11. Except as otherwise set forth herein and in the Disbursement Agreement, the project will be governed by the Home Elevation project Policies and Procedures Manual. Owners acknowledge that they have been provided with the same and had a chance to review it. In the event of any conflict between the terms of this agreement and the Disbursement Agreement, the Disbursement Agreement will control.

12. This agreement shall be interpreted according to the laws of the State of Nevada.

Date:

12-01-98

Robert L. Skibinski
ROBERT L. SKIBINSKI

Date:

12-01-98

Marilyn Skibinski
MARILYN SKIBINSKI
GRISWOLD CONSTRUCTION

Date:

12-01-98

Jim Griswold
BY JIM GRISWOLD

DOUGLAS COUNTY, NEVADA

Date: 12-01-98

Daniel C. Hall
BY:

APPROVED AS TO FORM ONLY:

SCOTT DOYLE, District Attorney

Thomas E. Perkins
By Thomas E. Perkins, Deputy

PROPOSAL

BRTENOLD CONSTRUCTION
P.O. Box 1622
Bardonia, NY 39410
NY license # 0027453

Proposal No.

Sheet No.

Date 7-1-88

Proposal Submitted To

Work To Be Performed At

Name Bob & Marilyn Skibinski
Street 379 Fairway Dr.
City Bardonia, NY 39410
State
Telephone Number 255-4200

Street 379 FAIRWAY DR.
City Bardonia State NY
Date of Plans
Architect

We hereby propose to furnish the materials and perform the labor necessary for the completion of HOME ELEVATION PROJECT as per attached addendum.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ 113,853.00).

with payments to be made as follows:

- \$ 3,120.00 - BEFORE SUBMITTING PLANS TO COA BLDG. DEPT. FOR PERMITS
- \$ 45,461.20 - BEFORE START OF CONSTRUCTION
- \$ 45,461.20 - UPON COMPLETION OF FOUNDATION WALL & BEFORE LOWERING OF
- \$ 17,810.60 - HOME INTO NEW FOUNDATION

Any alteration or deviation from above specifications involving Respectfully submitted

extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Per _____

Note — This proposal may be withdrawn by us if not accepted within 10 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date 7-1-88 Signature _____

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EXHIBIT "A"



GRISWOLD CONSTRUCTION LIC. # 27453
JIM GRISWOLD
P.O. BOX 1622
GARDNERVILLE, NV. 89410
(702) - 782 - 4172

page one of three

BOB AND MARILYN SKIBINSKI
979 FAIRWAY
GARDNERVILLE, NEVADA, 89410
(702) 265-4200

date Sept 18, 1998

HOME ELEVATION PROJECT SCOPE OF WORK AND SPEC. SHEET

1. PROVIDE PLANS AND ENGINEERING
2. PROVIDE COUNTY BUILDING PERMIT ONLY

3. LIFT AND CRIB HOUSE ONE FOOT ABOVE FINISH FLOOR LEVEL

4. FOUNDATION 5 1/2 FEET TALL 4' CINDER BLOCK PLUS PONY WALL ATTACHED TO EXISTING CONCRETE FLOOR AND FOOTING (BUILDERS SPEC. NO ENGINEERED PLAN PROVIDED)
" NOTE ; 5 1/2' FOUNDATION PLUS 1' FLOOR FRAMING EQUALS 6 1/2' !

5. PLUMBING; REMOVING AND REINSTALLING ALL EXISTING PLUMBING FIXTURES, CUT AND CAP ALL COPPER WATER LINES, CUT AND CAP ALL ABS SEWER LINES, REROUTE ALL ABOVE LINES TO ACCOMMODATE NEW RAISED FLOOR AND PREVENT FREEZING, TEST, AND REINSTALL PLUMBING FIXTURES AND FINISH

6. FRAME NEW WOOD FLOOR

7. REMOVE AND REINSTALL FLOOR MOUNT CABINETS AND COUNTER TOPS

8. REMOVE AND REINSTALL FURNACE

9. REMOVE AND REPLACE EXTERIOR SIDING

10. REMOVE AND REPLACE SHEET ROCK 4 FOOT HIGH ONE SIDE OF EACH WALL REPAIR DAMAGE CAUSED BY HOUSE MOVERS

11. REMOVE, AND REINSTALL ALL INTERIOR AND EXTERIOR DOORS TO ACCOMMODATE HOUSE MOVERS RE ADJUST ALL DOORS AS NEEDED

12. REPLACE TILE WITH VINYL ON ENTRY, BATHROOM, AND KITCHEN FLOORS
FIBERGLAS ENCLOSURES IN THREE BATHROOM SHOWERS
FORMICA ON BATHROOM COUNTER TOPS

13. ELECTRICAL; INSTALL JUNCTION BOX, MOVE METER MAIN TO EYE LEVEL

PAGE ONE OF THREE

Phone: (702)-782-4172

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- 14. PAINT INSIDE AND OUTSIDE
- 15. INSTALL CONCRETE FRONT PORCH AND NEW STEPS CONCRETE TO ACCESS FIVE EXTERIOR DOORS
- 16. TWO FIRE PLACES
 - a. REMOVE AND REPLACE WITH NEW WALLS
 - b. COMPRESSOR AND JACK HAMMER RENTAL
 - c. SHORE UP ROOF DURING COARSE OF CONSTRUCTION
 - d. PROVIDE UNDER FLOOR BEARING FOR NEW WALLS
(ALLOWANCE \$ 4,350.00)
- 17. OFF SITE STORAGE (CABINETS, COUNTER TOPS ETC.)
- 18. REMOVE AND REPLACE CARPET (CARPET COST ALLOWANCE \$ 5,000.00)
- 19. REPAIR DAMAGE TO LANDSCAPE
- 20. CLEAN UP AND HAULING

TOTAL _____ \$ 113,653.00

IT IS NOTED THAT NO ENGINEERED PLANS WERE PROVIDED AT BID TIME. SO CONTRACTORS BID IS BASED UPON THE CONTRACTORS BEST UNDERSTANDING OF THE SCOPE OF PROPOSED WORK. THIS BID APPLIES TO CONTRACTORS PLAN AND SPEC. COMBINED WITH COMMON BUILDING PRACTICES. ANY UNEXPECTED ENGINEERING COST WILL BE TREATED AS AN EXTRA. ALL ENGINEERING COST TO THE BUILDER ARE CONFINED TO STRUCTURAL ONLY. ALL SITE ENGINEERING HAS BEEN PROVIDED FOR BY THE COUNTY OF DOUGLAS AND THE HEIGHT OF ELEVATION OF THIS HOME WAS BASED UPON INFORMATION PROVIDED BY THE COUNTY OF DOUGLAS. NO OTHER ENGINEERING TO DETERMINE HEIGHTS OR VERIFICATION THERE OF, FOR FLOOD ELEVATION OR HOME ELEVATION WILL BE PROVIDED BY THE CONTRACTOR. ANY CHANGES IN B.F.E. FIGURES TO WHAT HAVE ALREADY BEEN PROVIDED THAT REQUIRE CHANGES TO THE ELEVATION OF THIS HOUSE WILL BE TREATED AS AN EXTRA AT A CHARGE TO OTHERS TO THE AMOUNT OF(COST OF THE CHANGES PLUS 20%.)

PAYMENT SCHEDULE TO BE;	\$ 5120.00	BEFORE SUBMITTING PLANS TO COUNTY BUILDING DEPARTMENT FOR BUILDING PERMITS
	\$ 45,461.20	40% BEFORE START OF CONSTRUCTION (advance to house movers, progress payments to subcontractors, equipment rental, and payroll)
	\$ 45,461.20	40% UPON COMPLETION OF FOUNDATION WALL AND BEFORE LOWERING OF HOME ONTO NEW FOUNDATION
	\$ 17,610.60	IMMEDIATELY UPON COMPLETION OF PROJECT (final inspection, owner approval, and lien releases provided to owner)

GRISWOLD CONSTRUCTION

Jim Griswold

James M. Griswold

DATE

Sept 18, 1998

OWNERS

Robert J. Skibinski

DATE

9-22-98

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OWNERS

Marilyn R. Skibinski

date 9/22/98

date _____

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NEVADA CONSTRUCTION SERVICES, INC.

DISBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of NOVEMBER, 1998, by and between NEVADA CONSTRUCTION SERVICES, INC., hereinafter referred to as "NCS", ROBERT L. SKIBINSKI and MARILYN SKIBINSKI, hereinafter referred to as "Owner", and GRISWOLD CONSTRUCTION, hereinafter referred to as "Contractor", and DOUGLAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter referred to as "County".

WHEREAS, Owner is the owner in fee simple of certain parcel(s) of land situated in the County of Douglas, State of Nevada, which is more particularly described as 979 FAIRWAY, GARDNERVILLE, NEVADA 89410.

WHEREAS, Owner desires to construct a major remodel, consisting of elevation of the home and related work on the aforesaid real property, hereinafter referred to as "Project" and in connection therewith has accepted a grant from County in the amount of \$97,200.00, which is a portion of the cost of said Project; and

WHEREAS, Owner has selected and employed Contractor, who is licensed in accordance with the applicable state requirements, to construct said Project on said property in accordance with plans and specifications deposited or to be deposited with County, and further, Contractor has agreed to complete said construction in accordance with certain plans and specifications approved by the Owner, Contractor and County, and further, in compliance with the requirements of the building code(s) of the political subdivision having jurisdiction over said Project.

WHEREAS, County has agreed to fund for construction costs the sum of approximately \$97,200.00, to be used for said Project in accordance with the "Homeowner Grant Agreement" dated 12-1-98, hereinafter referred to as the "Homeowner Grant Agreement". This Agreement is executed to ensure the prompt and accurate payment of costs of construction of said Project including labor, materials, subcontractors and contractor's claims against the approved County's cost breakdown (see Exhibit "A", attached).

a. A checking account will be opened with the Construction Funds, whereby, Owner will sign a W-9 and be entitled to earn interest on the account if applicable.

b. Construction Funds will be transferred from the checking account into NCS' General Trust Account as deemed necessary by NCS to cover such costs of construction through a given disbursement period.

WHEREAS, County desires to appoint NCS as its agent under said Homeowner Grant Agreement for disbursement of hard construction costs.

Now, therefore, and in consideration of the premises and for and in consideration of the covenants and agreements hereinafter set forth by each of the parties hereto to be kept and performed, it is mutually understood and agreed as follows:

1. That County appoints NCS its Agent for disbursement of hard construction costs and shall disburse to or through or upon the approval of NCS the sum of approximately \$97,200.00 from the Homeowners Grant Agreement for the purpose of making available for construction purposes the contract amount of said Project. The sum of approximately \$97,200.00 shall be hereinafter designated as said "Construction Fund" through this Agreement.

a. In the event the County releases the balance of the Construction Fund directly to the Owner and/or Contractor prior to the completion of construction or the expiration of the lien period, County and Owner agree to notify NCS in writing to verify no additional funds are required for payments to any such persons as are legally entitled thereto pursuant to invoices, contracts, retention, or other supporting documents.

2. That Owner does hereby agree to instruct Contractor to deliver to NCS each and every item required by NCS for the performance of work as outlined herein, including but not limited to the contract agreement, cost breakdown, subcontracts, working plans and specifications, copy of the Douglas County Community Development Department Building Permit Card, showing current inspections as signed off by the Building Inspector, etc.

3. That NCS shall maintain a general trust account and shall not commingle any funds received from County and/or Owner with its own funds. Any funds received from the Owner or County may be deposited in said general trust account. Accurate accounting records shall be kept of deposits and withdrawals from said account. NCS shall not be obliged to pay interest on any funds deposited to the general trust account.

4. That Contractor and Owner do hereby agree to comply with all terms and conditions of the Construction Loan Agreement, and consents to the appointment of NCS as Agent.

5. That Contractor shall construct said Project in strict compliance with the plans and specifications relating thereto filed with County and no alteration or deviation therefrom shall be made without first obtaining the written approval of NCS, Owner, and County.

6. That NCS does hereby agree to promptly apply the monies received by it hereunder to the payment of vouchers to be issued and signed by Contractor and/or Owner, of such costs as are properly allocated to the construction of said Project and such payments to be made to such persons as are legally entitled thereto pursuant to invoices, contracts, labor and/or material supply releases, and photocopies of the Douglas County Community Development Department Building Permit card, showing current inspections as signed off by the Building Inspector, or other supporting documents. Any percentage of the contract amount to be retained until the expiration of the period for the filing of mechanic's lien claims shall be in accordance with the Homeowner Grant Agreement. Said funds shall then be paid to Contractor or to such other persons as shall be entitled to receive same.

7. That NCS shall maintain complete and adequate records of all sums received and disbursed by, through, or at its direction, and shall permit the inspection of said records by Contractor, Owner and County at all times during regular business hours.

8. That NCS shall inspect said Project at reasonable intervals, as deemed necessary by NCS, to determine what costs of construction may be properly paid. This is not to be deemed the equivalent of, nor a substitute for architectural supervision or inspections by Owner or County. NCS does not contract or guarantee that the construction job will be completed, or built in accordance with said plans, specifications, and budgets, or in accordance with

pertinent building codes, ordinances or regulations.

9. That County agrees to pay to NCS a fee of **\$1,100.00** prior to the first disbursement. In addition, should Owner request additional services not covered by this agreement, Owner agrees to pay NCS, upon request the value of any services, money expended or indebtedness incurred, including reasonable attorney's fees.

a. Fees will be deemed to have been earned at the time the agreement is executed, and no refund will be made of any fee in the event this Agreement is terminated, or if the cost of construction is less than originally estimated.

b. The Project will be constructed within a time-frame of six draws. In the event construction extends beyond the amount of time outlined above, NCS will be paid a fee of **\$100.00** per inspection and/or disbursement, until such time as the Project is completed.

c. Disbursements and/or inspections will be provided **six times during the project**. Special disbursement and/or inspection requests outside the agreed time period will be assessed a fee of **\$100.00**, per request.

10. All parties to this Disbursement Agreement understand, and explicitly and expressly agree, that NCS may, at its' sole option and discretion, rely upon photostatic/facsimile copies in lieu of original documents on all items, excluding payment vouchers, as NCS deems necessary or appropriate under the circumstances.

11. Execution of this contract and participation by NCS hereunder is in no way to be construed as an endorsement or guarantee of performance of any party hereto, Architect, Builder, Owner, Subcontractor, or person(s) supplying materials or labor to any such persons or for the use of said Project or any plans, specifications, or products. The obligations and services of NCS are solely those of a disbursing agency with a financial accounting to the parties hereto.

12. That when said work of construction has been completed and all funds under this Agreement have been disbursed in connection therewith, the obligation of NCS shall cease.

a. If a change order(s) is signed between owner and general contractor and additional funds are required over and above the available Construction Funds, Owner will deposit additional funds with NCS and pay NCS an additional voucher fee, a percentage based on the increased amount of the change order.

13. That Contractor, Owner and County shall indemnify and hold harmless NCS from all expenses which it may incur or liability that it may sustain, including reasonable attorney's fees and court costs from any and all actions related to the Project (except those arising from the gross negligence or omissions of NCS in the performance of its duties).

14. Owner and/or Contractor shall promptly deliver to NCS any and all preliminary lien notices, intent to lien notices, and lien claims served on Owner and/or Contractor.

15. That in the event any lien or liens shall be filed against the aforesaid real property by reason of the work or construction herein referred to, Contractor agrees forthwith to cause the same to be fully satisfied or otherwise secured and to hold NCS harmless therefrom. If, within a reasonable time, said liens are not satisfied and discharged, NCS shall not be obligated to disburse any funds to Owner and/or Contractor until said liens are satisfied

and released of record.

16. If more than one person executes this Agreement as Owner, the obligations of each such person hereunder shall be joint and several.

17. Whatever the context of this Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine and/or neuter.

18. This Agreement is for the sole protection of the parties to this Agreement, their successors and assigns, and no other person, firm or corporation who is not a party to this Agreement, including but not limited to, Subcontractors and Materialmen, shall have any right of action against them.

19. NCS agrees to provide the required Form 1099's in compliance with Section 6041 of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

GRISWOLD CONSTRUCTION

Robert L. Skibinski
By: Robert L. Skibinski

Jim Griswold
By: Jim Griswold

LICENSE #: 27453

Marilyn Skibinski
By: Marilyn Skibinski

NEVADA CONSTRUCTION SERVICES,
INC.

Sonja Eckert
By: Sonja Eckert, Manager

DOUGLAS COUNTY A POLITICAL SUBDIVISION
OF THE STATE OF NEVADA

David C. Hull
By:

Approved for form only
Tommi 11/30/98

UBR2/wp/reno/DISB4

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11/17 Building Co.
Shelbournville, N.C. 89410

Jim & Kay NO. 364 P. 2
PO Box 1822
Gardnerville, NV 89410

1	1001	Plaster	1500-
2	1002	Permits	1784-
3	1003	Temp Power	100-
4	1004	Plans & Site Layout	1440-
5	1005	Excavating/Grading	600-
6	1007	Foundation	800-
7	1008	Hardware Rough	550-
8	1009	Lumber Rough	8000-
9	1010	Plumbing	6540-
10	1011	Electrical	1500-
11	1012	Heating	400-
12	1013	Carpentry, Rough	5100-
13	1014	Exterior Siding	1462-
14	1015	Insulation	1300-
15	1016	Drywall	5000-
16	1017	Masonry	10000-
17	1018	Fireplace	4250-
18	1019	Cabinets	400-
19	1020	Door Installation	100-
20	1021	Block exterior	300-
21	1022	Countertops	100-
22	1023	Flooring, finish	5200-
23	1024	Tile	5024-
24	1025	Lumber, finish	1300-
25	1026	Hardware finish	750-
26	1027	Carpentry, finish	1500-
27	1028	Painting	3700-
28	1030	Ext. Flat Work	1500-
29	1031	Clean up	300-
30	1034	Movers	25000-
31	Total		97200-
32			
33			
34			
35			
36			

COPY

DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

CERTIFIED COPY

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

DATE: December 3 1998 **SEAL**

B. [Signature] Clerk of the 9th Judicial District Court
of the State of Nevada in and for the County of Douglas.

By [Signature] Deputy

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LINDA SLATER
RECORDER

0455814

\$ 0 PAID [Signature] DEPUTY

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