

Jim Keenan
Purchasing

9/9/99
8:41 A.

**INVITATION & BID
& CONTRACT**
DOUGLAS COUNTY
PURCHASING DEPARTMENT
P.O. Box 218
1616 8th St.
Minden, NV 89423
(775) 782-9051

Bid #: 00-3

Release Date: _____

Page _____

Comm. Ord. # _____

Requisition # _____

Dept. _____

Surety _____

Opening Time 9:00 A.M.

Opening Date 9/9/99

SUBMISSION DATE/TIME:

Sealed Bids will be accepted until **9:00 A.M.**

on September 9, 1999

at 1616 8th Street, Minden, NV 89423

ALL PRICES F.O.B. DESTINATION

James E. Keenan 782-9051

For further information contact: Michael Brown

775 782 9051

Purchasing and Contracts Administrator

M- THURSDAY

FILED
NO. 99-166
99 OCT 21 P 3:26
BARBARA REED
DEPUTY

Copies of the bid may be obtained at the Purchasing Department between the hours of 9:00 A.M. and 4:00 P.M. Bid documents can be mailed for a postage fee of \$ 3.00.

Refinishing of Lake Administration Building

Douglas County is accepting sealed bids for: proper preparation and finish of exterior siding and miscellaneous metals of Douglas County Lake Tahoe Administration in accordance with attached specifications ONLY. Exceptions and alternative bids will NOT be considered.

In addition to the TERMS AND CONDITIONS OF THE INVITATION AND BID, the bid is to be submitted in accordance with any and all attached INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND CONDITIONS.

The bid must be submitted on the original bid forms IBC-1 through IBC-9 and BF-1 through BF-9 in one complete copy.

Performance and payment bonds must be provided on contracts over \$35,000. Bid bond not required

A mandatory pre-bid conference will be held at 2:00 P.M., September 3, 1999 at the job site.

Firm Name Finish By Design
Address 1513 DESERT DRIVE
City Minden
State NEVADA Zip Code 89423
Telephone 782-1125 Area Code 775
Delivery will be completed in 30 DAYS
Calendar days A.R.O.
Terms _____ % _____ Days

In compliance with this "Invitation & Bid" & Contract and subject to all the Terms and Conditions thereof, the undersigned offers and agrees, if this bid is accepted, to perform all tasks and furnish any or all of the items listed herein at the prices, terms and delivery stated. A signature on this form will be an execution of this contract.

Signed Jeffrey Grabow
Print name JEFFREY GRABOW
Print title OWNER

PRODUCT LITERATURE AND SPECIFICATIONS 9/2/99AS REQUIRED
IBC-1

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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.

Address for giving notices to Owner:

Facilities Operations
Douglas County
P.O. Box 218
Minden, NV 89423

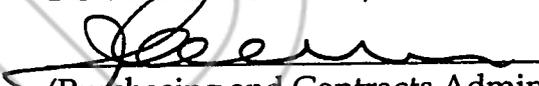
Address for giving notices to Contractor:

NV License No. _____

Agent for service of process:

This Agreement will be effective on 9/07, 1997.

DOUGLAS COUNTY, NEVADA - OWNER


(Purchasing and Contracts Administrator)

J. Keenan

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: **see attached scope of work**

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: **N/A**

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: **Jerry Cruitt, Architect**
421 Court Street
Reno, NV 89501

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 **30** working days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 35 days after the date when the Contract Times commence to run.

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 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 any 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 bid as provided in paragraph 4.06 of the General Conditions.

CONTRACTOR accepts the determination set forth in any 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

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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 IBC-1 to IBC-9, inclusive);
 - 2. Performance Bond (pages _____ to _____, inclusive);
 - 3. Payment Bonds (pages ___ to _____, inclusive);
 - 4. Other Bonds (pages _____ to _____, inclusive);
 - a. _____ (pages ___ to __, inclusive);
 - b. _____ (pages ___ to __, inclusive);
 - c. _____ (pages ___ to __, inclusive);
 - 5. General Conditions (pages ___ to __, inclusive, not attached);
 - 6. Supplementary Conditions (pages SC-1 to SC-_____, inclusive, not attached);

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7. Specifications and Scope of Work attached;
8. Drawings (not attached) consisting of a cover sheet and sheets numbered ___ through ___, inclusive with each sheet bearing the following general title:
9. Addenda (numbers _____ to _____, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages __ to __ inclusive, not attached)
 - b. CONTRACTOR's Bid (pages BF-1 to BF-9 _____, inclusive, not attached).
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, 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," 1996 Edition, incorporated by reference.

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

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 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.03 *Terms*

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

10.03 *Assignment of Contract*

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

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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.

BID FORM

PROJECT IDENTIFICATION: Refinishing of Exterior of Lake Administration Building

CONTRACT IDENTIFICATION AND NUMBER: Bid # 00-3

THIS BID IS SUBMITTED TO: Douglas County
Purchasing Department
P.O. Box 218
Minden, NV 89423

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with DOUGLAS COUNTY in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of DOUGLAS COUNTY..

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

Addendum Date

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance of the Work.

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

D. BIDDER has carefully studied all: (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, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified.

E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigation, 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 to be employed by BIDDER, and safety precautions and programs incident thereto.

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- F. BIDDER is aware of the general nature of work to be performed by DOUGLAS COUNTY and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over DOUGLAS COUNTY.

5.01 The requirements of the Nevada Revised Statutes (NRS) shall apply to this project. The bidder is responsible for compliance with all applicable statutes. These statutes include, but are not limited to:

- A. NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in county.
- B. NRS 338.080 Exemptions
- C. NRS 338.130 Preferential Employment in Construction of Public Works.
- D. NRS 338.144 Bids to include certain information concerning subcontractors; requirements for substitution of named subcontractors. (See Supplementary Condition 6.09.H)
- E. NRS 338.147 Award of contract to contractor who submits best bid. (See Supplementary Condition 6.09.I)

5.02 The entire set of Nevada Revised Statutes are available for review at the Douglas County Purchasing Office, 1616 8th St., Minden, Nevada during normal working hours (9:00 a.m. to 2:30 p.m. weekdays).

6.01 BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

SEE ATTACHED BID SCHEDULE

7.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Form;
- B. Bid Bond (or Certified or Cashier's Check); **Not required**
- C. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid; and
- C. Construction Contractor's Qualification Statement for Engineered Construction.

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8.01 Communications concerning this Bid shall be addressed to:
(Contractor's mailing address to be filled in by Bidder)

1513 Deseret Drive
Minden NV. 89423



10.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and any Supplementary Conditions.

SUBMITTED on September 7, 19 99.

NV State Contractor License No. 40583 Class C-A A ✓

If BIDDER is:

An Individual ✓

Name (typed or printed) Jeffrey Grabow
By *Jeffrey Grabow* (SEAL)
(Individual's Signature)
Doing business as: Finish By Design
Business address: 1513 Deseret Drive
Minden NV. 89423
Phone No.: 775-782-1125 Fax No.: 775-783-1043

A Corporation

Corporation Name: _____ (SEAL)
State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____
By: _____
(Signature -- attach evidence of authority to sign)
Name (typed or printed): _____
Title: _____ (Corporate Seal)
Attest: _____
(Signature of Corporate Secretary)
Business Address: _____

Phone No.: _____ Fax No.: _____
Date of Qualification to do business is _____

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A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venturer partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

Phone and FAX Number, and Address for receipt of official communications:

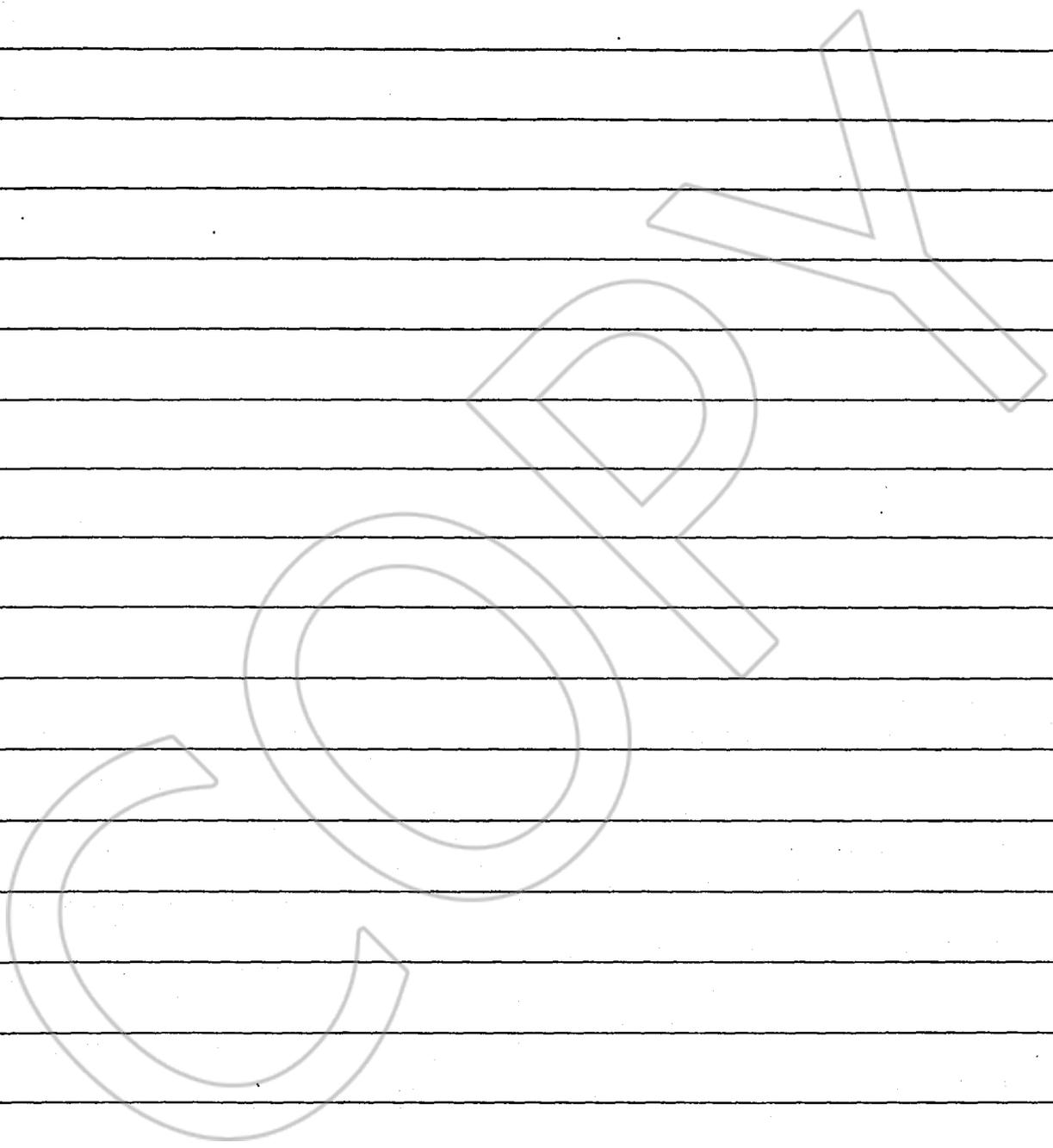
(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

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EXCEPTIONS ?

List all exceptions to the bid documents by reference to the drawing sheet number.
Exceptions may result in bid rejection.

None.



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EXPERIENCE >

Please provide us with references for similar recent experience. State project, completion date, type construction, square feet, contact person and phone number.

① 8000 sq' residence located at 658 Tina Court -
off of South Benjamin at the top of
Kingsbury Grade. We used Sikkens
Rubbol (Fog grey) Dek, 1-3 coats
on the exterior. This was a repaint.
John Harrison 588-1479

② # 176 Pinepoint - Front Door stain & three
coats of Cetol T&L
Ray Eberlin Construction 588-0775

③ # 169 Pinepoint - handrails on three decks
Cetol T&L
Ray Eberlin Construction 588-0775

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DOUGLAS COUNTY LAKE TAHOE ADMINISTRATIVE BUILDING
SCOPE OF WORK for Bid #00-3
REFINISHING OF EXTERIOR SIDING AND MISCLELLANEOUS METALS

1. Read and comply with all written instructions from manufacturers regarding material handling and storage, cleaning and preparation of surfaces and application of owner-selected products.
2. Note and consider security areas; especially the sale port and the East side of the building.
3. The TSP solution shall be a non-phosphate type.
4. No waste material shall be put in local drains.
5. Power and water can be made available if required by arrangement upon advance request to Douglas County Facilities Operations Department.
6. Precautions shall be taken to protect pedestrians, vehicles and property. Use appropriate markings, yellow tape or other materials to direct the public. If entrances/exits must be blocked, make advance arrangements with Douglas County.
7. 7. Parking: park contractor and employee vehicles, when not in use, in the parking area between the north end of the building and the adjacent Burger King to the north. Do not block any driving lanes around the building.
8. Preparation of siding: all surface blemishes, water stains and sticker marks removed to maximum extent possible as part of finish manufacturer's surface preparation instructions. Includes but not limited to minor areas such as water stains on the panel at the west-facing soffit wall near the South end of the building and the panel just left (West) of the main entrance.
9. Soffit areas: all wood soffit areas, such as under the cover at the front door (T-111 fir) are part of this scope of work and to be finished accordingly.
10. Finish materials shall be: exterior redwood siding by Sikksens, Cetol 1 in CEDAR (077) as the base coat. Cetol 23 in NATURAL (078) as the second and third coats ONLY. NO OTHER MATERIALS ARE AUTHORIZED OR PERMITTED.
11. Miscellaneous metals: Bidder to identify materials to be used and provide manufacturer's specifications and literature. Bidder to identify the metal areas to be painted, including roll-up door and frame near Northeast corner of the building. Proper preparation and primers are required.
12. Intake grills: Certain air intake grills provide intake air for the fresh air for the building. The air quality cannot be compromised. If there is a chance of paint or finish fumes entering the air handling system, alert Douglas County and the system can be shut down temporarily with adequate prior notice.
13. Note and beware of section of razor wire near covered parking area to avoid any injuries.
14. Identify warranties and guarantees applicable to this work

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REQUESTED BY
DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT 22 PM 12: 16

LINDA SLATER
RECORDER

\$ 0 PAID DE DEPUTY

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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: October 21, 1999
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL