

NF Purchasing

# INVITATION TO BID

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

Bid #: 01-1

Release Date: \_\_\_\_\_  
Page \_\_\_\_\_  
Comm. Ord. # \_\_\_\_\_  
Requisition # \_\_\_\_\_  
Dept. \_\_\_\_\_  
Surety \_\_\_\_\_  
Opening Time \_\_\_\_\_  
Opening Date \_\_\_\_\_

### UBMISSION DATE/TIME:

Sealed Bids will be accepted until \_\_\_\_\_, 2000  
at 2:00 p.m.  
at 1616 8<sup>th</sup> Street, Minden, NV 89423

ALL PRICES F.O.B. DESTINATION

For further information contact:  
Robert O. Anderson, P.E.  
Principal Engineer  
P.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423  
Phone: (775) 782-2322  
Fax: (775) 782-7084

*[Handwritten signature]*  
BARRANDA NEED  
DEPUTY

00 SEP 12 120  
A9:34

2000.

FILED

Copies of the bid may be obtained at Douglas County Purchasing Department, 1616 8<sup>th</sup> Street, Minden, Nevada between the hours of 9:00 A.M. and 4:00 P.M. The non-refundable fee for the bid document is \$ 50.00. Bid documents can be mailed for a postage fee of \$ 8.00.

Douglas County is accepting sealed bids for: Douglas County Library Site Improvements

The Prevailing Wage Rate as established by the State Labor Commission shall be paid on projects of \$100,000 or more. The State Labor Commissioner has assigned Public Works Project Number PWP-DO-2000-344 to this project.

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.

No bid exceeding \$35,000 will be considered unless accompanied by a bid security in the form of a certified or cashier's check or A+ bid bond in an amount not less than 5% of the bid.

A mandatory pre-bid conference will be held on \_\_\_\_\_, 2000 at 2:00 pm at the project site in Minden, Nevada.

Caution: Note requirement for reply on Page BF-11; either a list or a negative response.

Form Name Wilson Const. Inc  
Address 812 Short Court  
City Gardnerville  
State NV Zip Code 89410  
Telephone 265-2230 Area Code 775  
Delivery will be completed in \_\_\_\_\_  
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 *[Signature]*  
Print name Paul G. Wilson  
Print title Vice President

96919A0060XB  
6126640

PRODUCT LITERATURE AND SPECIFICATIONS MUST BE SUBMITTED AS REQUIRED

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

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:

Douglas County Purchasing Department  
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 September 7, 2000.

DOUGLAS COUNTY, NEVADA - OWNER

Jacques Etchegoyhen  
Jacques Etchegoyhen, Chairman  
Board of County Commissioners

STATE OF NEVADA )

)ss.

COUNTY OF DOUGLAS )

One the 7th day of September, <sup>2000</sup>199, Jacques Etchegoyhen, Chairman of the Douglas County Board of Commissioners, personally appeared before me, Barbara J. Reed, Douglas County Clerk, and acknowledged to me that, in conformance with the direction of the Board of Douglas County Commissioners' meeting of N/A, he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.

Barbara J. Reed

Barbara J. Reed, Douglas County Clerk

[Signature]

STATE OF NEVADA )

)ss:

COUNTY OF DOUGLAS )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me, \_\_\_\_\_ / Notary Public, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledge that he (she/they) executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: \_\_\_\_\_

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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:

### Douglas County Library Site Improvements

## 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:

Site improvements including earthwork, grading, excavation, curb and gutter, AC paving and landscape improvements.

## ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: R.O. Anderson Engineering, Inc., P.O. Box 2294, Minden, Nevada 89423.

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 *Time of the Essence*

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

### 4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed within 75 calendar 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 90 calendar 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 five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the

time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. In the event that the CONTRACTOR fails to pay OWNER the specified liquidated damages amount within thirty (30) days of CONTRACTOR's being notified of said damages, OWNER may deduct the amount of the assessed liquidated damages from the final payment or retention withheld pursuant to Article 14 of the General Conditions.

## ARTICLE 5 - CONTRACT PRICE

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

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

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

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the Friday following either the first or third Thursday of each month, depending upon the timing of submittals and approvals, as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

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 extensively knowledgeable of, and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is knowledgeable of, 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 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 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-8, inclusive);
2. Performance Bond (pages 1 to 4, inclusive);
3. Payment Bonds (pages 1 to 4, inclusive);
4. <sup>BID</sup> Other Bonds (pages 1 to 3, inclusive);
5. General Conditions (pages 1 to 51, inclusive, not attached);
6. Specifications as listed in table of contents of the Project Manual (not attached);
7. Drawings (not attached) consisting of a cover sheet and sheets numbered C1 through C4 and L1 through L5, inclusive with each sheet bearing the following general title: Douglas County Library Site Improvements
8. Addenda (numbers 1 to 1, inclusive);
9. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed (pages 1 to 1, inclusive, not attached).
  - b. CONTRACTOR's Bid (pages BF-1 to BF-14, inclusive, not attached.)
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages    to   , inclusive, not attached).

10. 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)

11. 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 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.

PENAL SUM FORM

BID BOND

**BIDDER (Name and Address):**

Wilson Construction, Inc.

812 Short Court

Gardnerville, Nevada 89410 (775) 265-2230

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

American Contractors Indemnity Company

9841 Airport Road, 9th Floor

Los Angeles, CA 90045 (310) 649-0990

**DOUGLAS COUNTY:**

P.O. Box 218

Minden, Nevada 89423

**BID**

BID DUE DATE: April 25, 2000

PROJECT (Brief Description Including Location):

Douglas County Library Site Improvements

PWP-DO-2000-344

**BOND**

BOND NUMBER: WIL-12

DATE: (Not later than Bid Due Date): 8-22-00

PENAL SUM: Ten Percent of Total Amount Bid  
(Words)

(10%)

(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

Wilson Construction, Inc. (Seal)  
Bidder's Name and Corporate Seal

American Contractors Indemnity Company (Seal)  
Surety's Name and Corporate Seal

By: *Walter Wilson, Sr.*  
Signature and Title

By: *[Signature]*  
Signature and Title  
(Attach Power of Attorney)

Sharon J. Rusconi/Attorney-In-Fact

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

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

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.

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STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

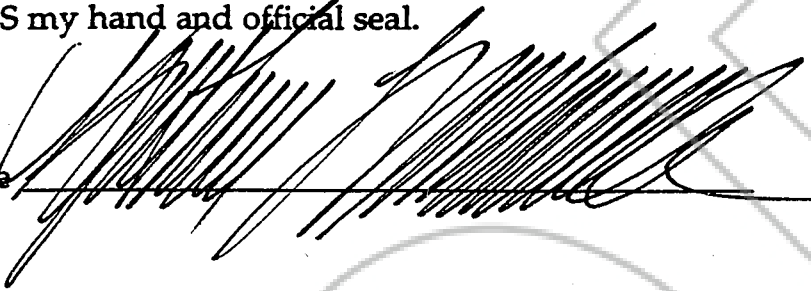
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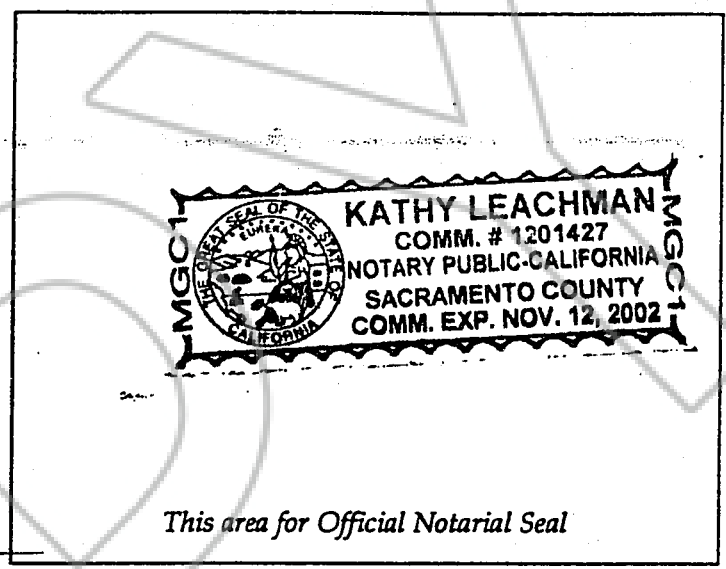
On 8-22-00, before me, KATHY LEACHMAN, NOTARY PUBLIC

PERSONALLY APPEARED SHARON J. RUSCONI

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to 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.

WITNESS my hand and official seal.

Signature 



**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
  - CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
  - ATTORNEY-IN-FACT       GENERAL
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
AMERICAN CONTRACTORS INDEMNITY COMPANY

0499219



# American Contractors Indemnity Company

Los Angeles, California

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN CONTRACTORS INDEMNITY COMPANY, a California Corporation (the "Company"), and having its principal office in Los Angeles, California does hereby constitute and appoint:

**Sharon J. Rusconi, Marion Wehsels, Kathy Leachman**

as its true and lawful Attorney(s)-in-fact, in amount of \$ 291,000.00, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said AMERICAN CONTRACTORS INDEMNITY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY, at a meeting called and held on the 6th day of December, 1990.

RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority.

1. To appoint Attorney(s)-in-fact and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
2. To remove, at any time, any such Attorney-in-fact and revoke the authority given.

RESOLVED FURTHER, that the signature of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, AMERICAN CONTRACTORS INDEMNITY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer this 1st day of January, 2000.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: \_\_\_\_\_

*Andy Faust*  
Andy Faust, President

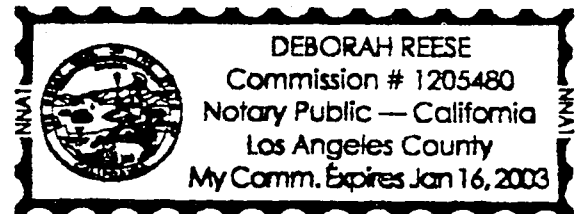
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On January 1, 2000 before me, Deborah Reese, personally appeared Andy Faust personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*deborah reese*

### CERTIFICATION



I, the undersigned officer of AMERICAN CONTRACTORS INDEMNITY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the resolution adopted by the Board of Directors of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that same are correct transcripts thereof and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22 day of August, 2000.

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*James H. Ferguson*  
James H. Ferguson, Secretary

**BID FORM**

**PROJECT IDENTIFICATION:** DOUGLAS COUNTY LIBRARY SITE INSPECTION

**CONTRACT IDENTIFICATION AND NUMBER:** PWP-DO-2000-344

**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

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

B. BIDDER has visited the Site and become extensively knowledgeable of, 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.
- 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)

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5.02 The entire set of Nevada Revised Statutes are available for review at the Douglas County Purchasing Department, 1616 8<sup>th</sup> 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);
- D. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid; and
- E. Construction Contractor's Qualification Statement for Engineered Construction.

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

Wilson Const. Inc  
812 Short Ct  
Gardnerville, NV 89410

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 August 23, 2000.

NV State Contractor License No. 07525B Class A

0499219

If BIDDER is:

An Individual

Name (typed or printed) \_\_\_\_\_

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

(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

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

Fax No.: \_\_\_\_\_

A Corporation

Corporation Name: Wilson Const. Inc (SEAL)

State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability): G

By: Kathy Wilson sec/Treas.

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Kathy Wilson

Title: Sec/Treas. (Corporate Seal)

Attest: Kathy Wilson

(Signature of Corporate Secretary)

Business Address: 812 Short Lane

Gardnerville, NV 89410

Phone No.: 775-265-2230

Fax No.: 775-265-6029

Date of Qualification to do business is 11/92

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

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

Name (typed or printed): \_\_\_\_\_

0499219

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).

**LIST OF SUBCONTRACTORS**  
(to be submitted with bid)

The name and address of each subcontractor who will be paid at least five (5) percent of the prime contractor's total bid shall be listed below. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder should state "None" (or similar language stating that no subcontractors need to be listed) in the space below.

<u>Name</u>	<u>Address of Subcontractor</u>	<u>Portion of Work</u>
Rice landscape	972 Springfield Dr. CARSON, NV 89410	landscaping
Mountain Concrete Const	P.O. Box 3236 CARSON City, NV 89702	Concrete



BID SCHEDULE  
DOUGLAS COUNTY LIBRARY SITE IMPROVEMENTS

DOUGLAS COUNTY LIBRARY SITE IMPROVEMENTS  
BID SCHEDULE A - BASE BID

Item No.	Units	Estimated Quantity	Description with Unit Prices Written in words.	Bid Price	Bid Amount
A-1	LS	1	Perform Clearing & Grubbing of the site, for the lump sum price of <u>Eight thousand nine hundred Seventy Dollars and TWB dollars &amp; No/100 - Cents</u>	\$ <u>8972.<sup>00</sup></u>	\$ <u>8972.<sup>00</sup></u> ✓
A-2	SF	14,500	Remove and dispose of Existing AC Paving Section for the unit price of <u>One dollar fifteen</u> Dollars and Cents	\$ <u>1.15</u>	\$ <u>16675.<sup>00</sup></u> ✓
A-3	LF	920	Remove and dispose of Existing Concrete Curb, Curb & Gutter and Sidewalk for the unit price of <u>Seven fifty eight</u> Dollars and Cents	\$ <u>7.58</u>	\$ <u>6973.<sup>60</sup></u> ✓
A-4	Cyds	1,425	Excavate & remove from site Existing Earthen Materials for the unit price of <u>Nine ND</u> Dollars and Cents	\$ <u>9.<sup>00</sup></u>	\$ <u>12825.<sup>00</sup></u> ✓
A-5	LS	1	Furnish Finish Grading of site areas for the Lump Sum Price of <u>Four thousand six hundred Seventy three</u> Dollars and Cents	\$ <u>4673.<sup>00</sup></u>	\$ <u>4673.<sup>00</sup></u> ✓
A-6	LF	366	Furnish and install 12" PVC Storm drain for the Unit price of <u>Thirty nine</u> Dollars and Cents	\$ <u>39.<sup>29</sup></u>	\$ <u>14347.<sup>20</sup></u> ✓
A-7	EA	2	Furnish and install Storm Drain Manhole for the Unit price of <u>One thousand nine hundred</u> Dollars and Cents	\$ <u>1900.<sup>00</sup></u>	\$ <u>3800.<sup>00</sup></u> ✓

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6265.80

**BID SCHEDULE  
DOUGLAS COUNTY LIBRARY SITE IMPROVEMENTS**

**DOUGLAS COUNTY LIBRARY SITE IMPROVEMENTS  
BID SCHEDULE A - BASE BID**

A-8	EA	4		Furnish and install Type I Catch Basin for the unit Price of <u>Eight hundred thirty three</u> <u>ND</u>	Dollars and Cents	\$ <u>833.<sup>00</sup></u>		\$ <u>3332.<sup>00</sup></u>	✓
A-9	EA	1		Furnish and install Type II Catch Basin for the unit Price of <u>Eight hundred thirty three</u> <u>ND</u>	Dollars and Cents	\$ <u>833.<sup>00</sup></u>		\$ <u>833.<sup>00</sup></u>	✓
A-10	EA	1		Furnish and install Type III Catch Basin for the unit Price of <u>Eight hundred thirty three</u> <u>ND</u>	Dollars and Cents	\$ <u>816.<sup>00</sup></u>		\$ <u>816.<sup>00</sup></u>	✓
A-11	SF	18,765		Furnish & install AC Paving with Structural Section for the unit price of <u>TYND</u> <u>Eighty nine</u>	Dollars and Cents	\$ <u>2.89</u>		\$ <u>54230.<sup>85</sup></u>	✓
A-12	LF	731		Furnish & install PCC Median Curb for the unit price of <u>Seventeen</u> <u>Thirty three</u>	Dollars and Cents	\$ <u>17.33</u>		\$ <u>12668.23</u>	✓
A-13	LF	460		Furnish & install PCC Curb & Gutter for the unit price of <u>Eighteen</u> <u>Forty TYND</u>	Dollars and Cents	\$ <u>18.42</u>		\$ <u>8473.20</u>	✓
A-14	SF	1,313		Furnish & install PCC Sidewalk for the unit price of <u>SIX</u> <u>SIXTY</u>	Dollars and Cents	\$ <u>6.60</u>		\$ <u>8665.80</u>	✓

157,284.88

BID SCHEDULE  
DOUGLAS COUNTY LIBRARY SITE IMPROVEMENTS

DOUGLAS COUNTY LIBRARY SITE IMPROVEMENTS  
BID SCHEDULE A - BASE BID

A-15	LF	198	Furnish & install PCC Valley Gutter for the unit price of <u>Twenty Two</u> Dollars and <u>thirty three</u> Cents	\$ <u>22.93</u>	\$ <u>4990.14</u> ✓
A-16	EA	2	Furnish & install PCC Driveway Apron for the unit price of <u>Two thousand seven hundred seventy</u> Dollars and <u>no</u> Cents	\$ <u>2770.00</u>	\$ <u>5540.00</u> ✓
A-17	SF	422	Furnish & install PCC Stamped and Colored Concrete for the unit price of <u>Fifteen</u> Dollars and <u>thirty nine</u> Cents	\$ <u>15.39</u>	\$ <u>6494.58</u> ✓
A-18	LS	1	Furnish & install Pavement Markings for the lump sum price of <u>One thousand seventy four</u> Dollars and <u>no</u> Cents	\$ <u>1074.00</u>	\$ <u>1074.00</u> ✓
A-19	LS	1	Remove and replace Existing Sign for the Lump Sum Price of <u>One hundred</u> Dollars and <u>no</u> Cents	\$ <u>100.00</u>	\$ <u>100.00</u> ✓
A-20	LS	1	Furnish & install Landscape Irrigation Improvements for the lump sum price of <u>Fourteen thousand eight hundred twenty three</u> Dollars and <u>no</u> Cents	\$ <u>14823.00</u>	\$ <u>14823.00</u> ✓
A-21	LS	1	Furnish & install landscape planting improvements for the lump sum price of <u>Twenty eight thousand three hundred seventy seven</u> Dollars and <u>no</u> Cents	\$ <u>28377.00</u>	\$ <u>28377.00</u> ✓

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23237.60

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TOTAL OF BID ITEMS 1 THROUGH 21 (numbers) \$ 218,233.<sup>60</sup>

(words) Two hundred eighteen thousand two hundred thirty three dollars and sixty cents

CHECK ONE:

We qualify and claim the Preferential Bidder Status as specified in NRS 338.147, and have attached the appropriate information in accordance with the requirements of NRS 338.147.

We do not qualify for the Preferential Bidder Status as specified in NRS 338.147.

Contractor:

Wilson Const. Inc

Authorized Signature:

Kathy Wilson Sec. Pres.

**LIST OF SUBCONTRACTORS  
(to be submitted after bid opening)**

~~Within two hours after the completion of the opening of the bids, the general contractors~~ who submitted the three lowest bids must provide a list of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which the subcontractor will be paid an amount exceeding one (1) percent of the prime contractor's bid or \$50,000, whichever is greater, and the number of the license issued to the subcontractor, pursuant to NRS chapter 624. If a general contractor fails to submit such a list or a reply stating "None (or similar language stating that no subcontractors need to be listed) within the required time, the bid shall be deemed not responsive.

<u>Subcontractor/Address/NV Lic. No.</u>	<u>Dollar Value and description of work</u>
Mountain Concrete Const - #10034398 P.O. Box 3236 Carson City NV 89702	Concrete \$ 27,228.00
Rice Landscape - # 37430 972 Springfield Dr. Gardnerville, NV 89410	Landscaping \$ 40,000 <sup>00</sup>

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## EXPERIENCE

Please provide us with references for similar recent experience. State project, completion date.

Name, location & Description	Owner	Engineer	Date completed	Contract Price	reference/Contact Address & Phone
BENTLY NEVADA OFFICE COMPLEX GRADING & PAVING	BENTLY NEVADA 1617 WATER ST MINDEN, NV	H.L.A. ENG. GENE CIPPARONE architect, ince	12/31/1999	\$ 661,835.00	KEVAN MONSEY/Lusardi Const. 9475 DOUBLE R BLVD STE 9 RENO, NV 89511 775-851-1111
LAMPE CORNERS Grading and Paving Waterloo Lane and Lampe project	Roger Falcke P. O. Box 77, Genoa, Nv	Spring Eng.	1999	\$ 207,424.35	ROGER FAULKE 782-2640
Al Shankle Const 2245 Meridian Bl Minden, Nv	Dave Williams P. O. Box 485 Gardnerville, Nv	Rob Anders	1998	\$ 583,221.94	Al Shankle 2245 Meridian Bl Minden, Nv 782-0290
Job: Williams Ridge Teck Park Bldg grading, utilites, paving					
WILLIAMS RIDGE TECK PARK OFF SITES GREADING, UTILITES, AND PAVING	Dave Williams P. O. box 485, Gardnerville, NV	Berryman & Hanigar	1998	\$ 453,810.84	Mary Davis - Wm Ridge Teck Pk 782-0110
MIKE DAY - LOST CABINS KIRKWOOD CALIF	MIKE DAY 22001 Hwy 88 Markleeville, CA		1998	\$ 206,409.55	Mike Day 530-964-406
GRADING, UTILITES , PAVING					
DEER RUN CENTER MASS GRADING, UTILITES, PAVING	Robert Hall Trust Nevada pacific Land	Eurkea Design & building	1996	\$ 198,343.00	Jack Mathews Eurkea Builders 882-4042
CHIESTER EST ROAD PAVING PROJECT	Lewis Pierce Southwest Gas 400 Eagle Station Lane	Rob Anderson	1995		Rob Anderson 782-2322
SOUTHWEST GAS MASS GRADING UTILITES, PAVING		Lundahl & Assoc.	1994	\$ 353,277.74	Al Shankle 782-4237
CIELO VISTA SUBDIVISION - MASS GRADING, UTILITES, PAVING	DNV VENTURES	WINCHELL & THEIL	1994	\$ 835,137.12	Bill Nichols 1480 Main Street, Gardnerville, Nv
WESTERN NEVADA PROPERTIES Winhaven Subdivision, & Road projects	Western Nev. Prop	Western Nev. Prop 2221 Meridian Blvd. Suite A Minden, Nevada	1998	\$ 162,129.13	Steve Holton, Chip Hanley 782-9761
WESTERN NEVADA PROPERTIES			1997	\$ 246,017.44	
WESTERN NEVADA PROPERTIES			1996	\$ 159,866.87	
WESTERN NEVADA PROPERTIES			1995	\$ 6,669.50	
WESTERN NEVADA PROPERTIES			1994	\$ 201,857.27	
				\$ 776,540.21	
KERBS CONSTRUCTION Washoe Housing Authority road, subdivision project	WASHOE HOUSING AUTHORITY		1995	\$ 562,836.76	

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**EXPERIENCE**

Cont'd

List the licensed categories of work that your company normally performs with its own workforce.

Grading, Paving, Utilities

Has your company ever failed to complete any contracts awarded to it? No  Yes   
(If yes, please provide details.)

Has your company filed any arbitration request or lawsuits on construction contracts awarded within the last five years? No  Yes  (If yes, please provide details.)

Does your firm now have any legal suits or arbitration claims pending or outstanding against it or any officers? No  Yes  (If yes, please provide details.)

Does your firm now employ any officers or principals who were with another firm when that company failed to complete a construction contract within the last five years? No  Yes  (If yes, please provide details)

**EXCEPTIONS**

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

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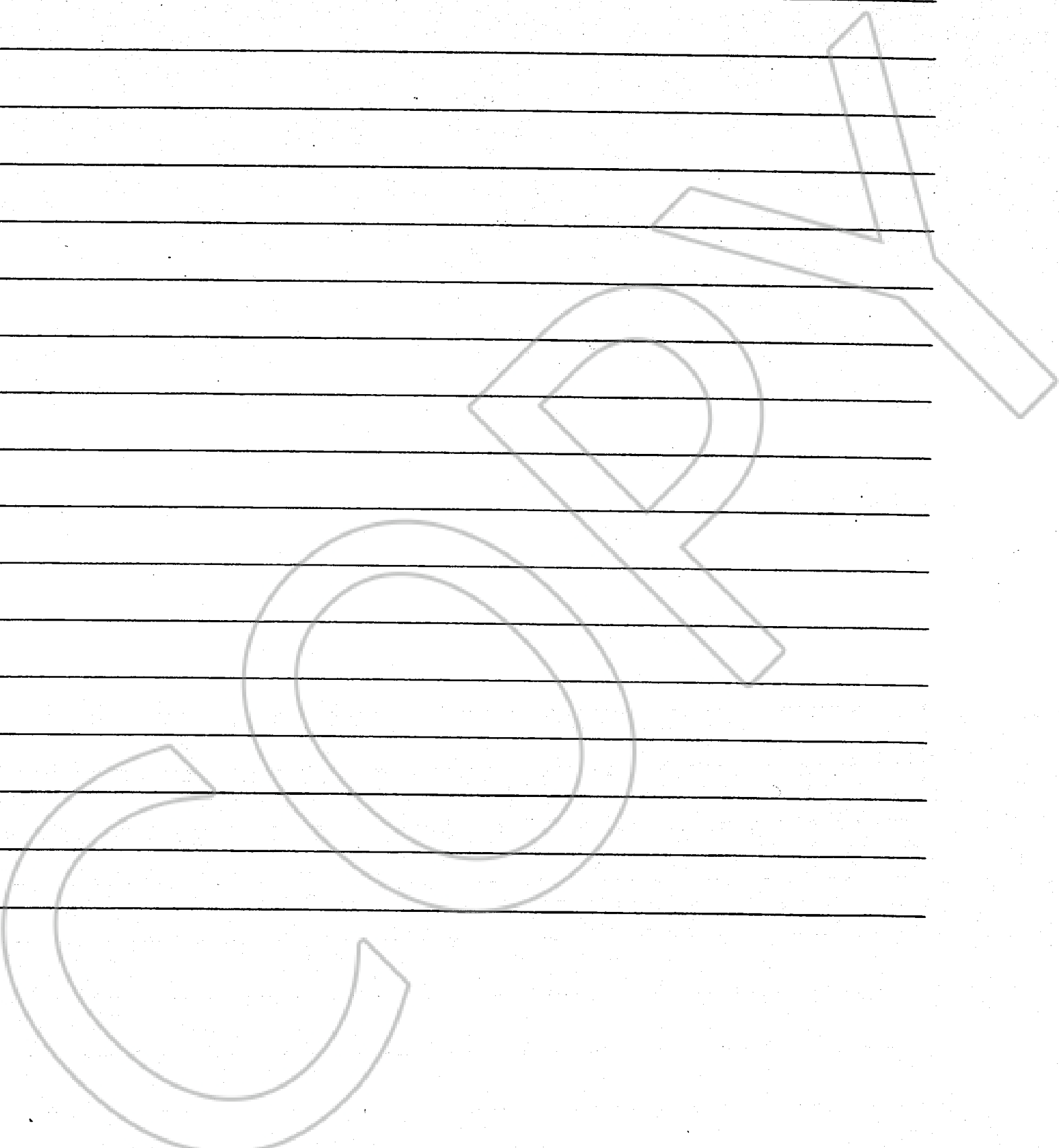
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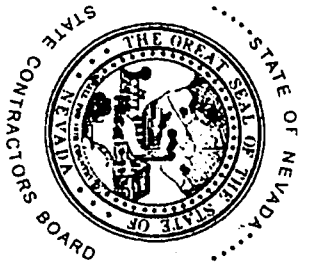
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# NEVADA STATE CONTRACTORS' BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
4220 SO. MARYLAND PKWY, BLDG D, STE 800, LAS VEGAS, NEVADA, 89119, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110



## INTERIM CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-02-11-0065

WILSON CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 17525A ORIGINAL ISSUE DATE: 02/12/1993 BUSINESS TYPE: CORPORATION CLASSIFICATION: A(7)-EXCAVATING & GRADING; A(8)-SEAL/STRIP ASPHALTIC SURFACES; A(12)-EXCAVATE GRADE TRENCH SURFACE; A(13)-WRECKING BUILDINGS; A(15)-SEWERS, DRAINS AND PIPES; A(16)-PAVING, STREETS, DRIVEWAYS, LOTS; A(19)-PIPELINE AND CONDUITS MONETARY LICENSE LIMIT: \$750,000 STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON FEBRUARY 14, 2000 AND EXPIRES ON FEBRUARY 28, 2001, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Margi Grein  
MARGI GREIN, EXECUTIVE OFFICER

2/14/00  
DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



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COPY

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

2000 SEP 12 AM 11:30

LINDA SLATER  
RECORDER

\$ PAID *KS* DEPUTY

**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: September 12, 2000  
*B. REED* Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By *Carol M. Mulock* Deputy

**SEAL**

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