

NF
Parks & Rec

APPROVED: 11/9/2000
COMMISSIONERS MEETING

**INVITATION & BID
& CONTRACT**
DOUGLAS COUNTY
PURCHASING DEPARTMENT

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

Bid #: DO-2000-497

Release Date:
Page
Comm. Ord. #
Requisition #
Dept.
Surety
Opening Time 11:00 a.m.
Opening Date June 23, 2000

SUBMISSION DATE/TIME:

Sealed Bids will be accepted until 11:00 a.m.
on June 23, 2000
at 1616 8th Street, Minden, NV 89423

ALL PRICES F.O.B. DESTINATION

James E. Keenan
Purchasing and Contracts Administrator

For further information contact:

Copies of the bid may be obtained at Lumos & Associates, 1478-B 4th Street Minden, NV between the hours of 8:00 A.M. and 5:00 P.M. There will be no cost to obtain a set of plans. Postage fees will still apply.

Douglas County is accepting sealed bids for: Skate Park

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 DO-2000-497 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-8 and BF-1 through BF-10 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 pre-bid conference will be held June 14, 2000 at the Douglas County Parks & Recreation Office

CAUTION: Note requirement for a reply on page BF-7; either a list or a negative response.

Firm Name Greth Construction, Inc.
Address 777 E. William, Suite 106
City Carson City
State NV Zip Code 89701
Telephone 885-8845 Area Code 775
Delivery will be completed in Sixty
Calendar days A.R.O.
Terms % Net Thirty 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 Robert Greth
Print title President

0503472

BK 1100PG3284

FILED
2000.1.6.2
NOV 16 AM 2:00
B.A.P. [Signature]

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: _____

Bid #DO-2000-497

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:

*Construction of Skate Park
Complete and In Place*

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:

*Construction of Skate Park
Complete and In Place*

ARTICLE 3 - ENGINEER

10.3 The Project has been designed by: *Lumos & Associates
1478-B 4th Street
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 *Days to Achieve Final Completion and Final Payment*

- A. The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 60 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 Two hundred fifty dollars (\$250) for each day that expires after the time specified in paragraph 4.02 for Final Completion until the Work is complete.
- 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.

10.3 *Incentive Payment*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement. OWNER shall pay CONTRACTOR Two hundred fifty dollars (\$250) for each day prior to the time specified in paragraph 4.02 above that the Work is complete, in place, ready for final payment, and able to be open to the public.

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 the total price, as indicated in the attached Bid Schedule.

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

- 10.3 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.

NOTE: if the reports and/or drawings referred to in A-8.01.D do not exist, delete the phrase "additional or supplementary" in the first sentence of A-8.01.E.

- 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 3, inclusive);
3. Payment Bonds (pages 1 to 3, inclusive);
4. General Conditions (pages GC-1 to GC-55, inclusive);
5. Supplementary Conditions (pages SC-1 to SC-3, inclusive);
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 1 through 11, inclusive with each sheet bearing the following general title: SKATE PARK
8. Addenda (numbers 1 to 2 , inclusive);
9. 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-10, inclusive).
 - 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

10.3 *Terms*

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

10.3 *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.

10.3 *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: SKATE PARK

CONTRACT IDENTIFICATION AND NUMBER: D0-2000-497

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.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u># 1</u>	<u>6/8/00</u>
<u># 2</u>	<u>8/18/00</u>
<u> </u>	<u> </u>

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)

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);

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)

Greth Construction, Inc.
777 E. William, Suite 106
Carson City, NV 89701
(775) 885-8845 Fax 885-8843

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 15, 2000

NV State Contractor License No. 49322 Class B 2

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: Greth Construction, Inc. (SEAL)

State of Incorporation: Nevada

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

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Robert Greth

Title: President (Corporate Seal)

Attest: Donald R. Ristow

(Signature of Corporate Secretary)

J. T. Paul

Business Address: 777 E. William, Suite 106

Carson City, NV 89701

Phone No.: (775) 885-8845

Fax No.: (775) 885-8843

Date of Qualification to do business is October 1998

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).

BID SCHEDULE

SKATE PARK

Total bid for Skate Park, complete and in place as per the plans and specifications for the lump sum price of (numbers) \$ 365,632.00

(words) Three Hundred Sixty Five Thousand Six Hundred
ThirtyyTwovand 00/100

Contractor: Greth Construction, Inc.

Authorized Signature: [Signature]

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 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.

Subcontractor/Address/NV Lic. No.	Dollar Value and description of work
MARY M. QUEARY LIC. # 018530 P.O. BOX 1841 CARSON CITY, NV 775-246-3976	\$ 126,340 EARTHWORK
TESCO CONST LIC # 23307A 5395 LOWER LAKE RENO, NV 89511 775-825-7277	REBAR / CONC. \$ 160,000

EXPERIENCE

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

1. Douglas County Parking Security Compound

Completion Date: 4-01-00

Type: Masonry, Concrete, Steel, AC Paving

Contact: Scott McCullough, (775) 782-6219

2. Cold Storage Facility

Completion Date: 6-01-99

Type: Cold Storage Warehouse All Trades, 15,000 Sq Ft

Contact: Dan Daly, State Public Works, (775) 684-4141

3. Nev State Railroad Museum Addition

Completion Date: 6-01-98

Type: Concrete and Steel, 19,000 Sq Ft

Contact: Craig DeFries, (775) 684-4141

EXPERIENCE

Cont'd

List the licensed categories of work that your company normally performs with its own workforce. Doors, frames, hardware, carpentry, and misc concrete.

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

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

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

2000 NOV 17 AM 8: 50

LINDA SLATER
RECORDER

\$ 0 PAID KJ 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: November 16, 2000
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

0503472

BK 1100PG3303

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