

NF
Airport
Jim Braswell
2002.126

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[Signature]

SUBMISSION DATE/TIME: DEPUTY
Sealed Bids will be accepted until **2:00pm**
on **April 30, 2002**
at **1616 8th Street, Minden, NV 89423**

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

Bid #: 03-12
Release Date: **April 2, 2002**
Page _____
Comm. Ord. # _____
Requisition # _____
Dept. _____
Surety _____
Opening Time **2:00pm**
Opening Date **April 30, 2002**

ALL PRICES F.O.B. DESTINATION

James E. Keenan For further information contact: Richard Lichau, Shutt Moen Associates
Purchasing and Contracts Administrator

Copies of the bid may be obtained from Shutt Moen Associates, 707 Aviation Boulevard, Santa Rosa, California 95403; phone (707) 526-5010, between the hours of 9:00 A.M. and 4:00 P.M. The non-refundable fee for the bid document is \$100.00.

Sealed bids for the construction of airport improvements at Minden-Tahoe Airport will be received at the Douglas County Purchasing Department, 1616 Eighth Street, Minden, Nevada 89423, until 2:00 P.M., April 30, 2002, and then will be publicly opened and read. The work contemplated consists of the following:

- **Access Road Construction**
- **Sailplane Staging Area Construction**
- **Taxiway S Construction**
- **Taxiway C Construction**
- **Runway 16-34 Crack Repair and Sealing**
- **Taxiway D Reconstruction**

The Prevailing Wage Rate as established by the State Labor Commission, or Federal Wage Rates, whichever are higher, shall be paid on projects of \$100,000 or more. The State Labor Commissioner has assigned Public Works Project Number WA 2002-155 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-10 and BF-1 through BF-18 in one complete copy.

The proposed Contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions. All labor on the project shall be paid no less than the minimum wage rates established by the U.S. Secretary of Labor or the Nevada Labor Commission, whichever is higher.

The EEO requirements, labor provisions, and wage rates are included in the Specifications and Bid Documents and are available for inspection at the County Clerk's office. Each bidder must complete, sign, and furnish with his bid the "Bidder's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Nonsegregated Facilities", and the "Assurance of Disadvantaged Business Enterprise Participation" as contained in the Bid Form.

To be eligible for award, each bidder must comply with the affirmative action requirements which are contained in the Specifications. A contractor having 50 or more employees and his subcontractors having 50 or more employees and who may be awarded a Contract of \$50,000 or more will be required to maintain an affirmation action program, the standards for which are contained in the Specifications.

Disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Sec-

IBC-1

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retary of Transportation, to subcontract ten percent (10%) of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. The apparent successful competitor will be required to submit information concerning the DBEs that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive.

The successful bidder shall file with the County, at the time of execution of the Contract, a Performance Bond along with a Payment Bond (Labor and Material), each for 100% of the Contract price. Said bonds shall be with a surety company authorized and licensed to do business within the State of Nevada in accordance with the laws and statutes of the State of Nevada providing for bonding public works projects. Performance and labor bonds must be countersigned by an insurance agent who is a resident of the State of Nevada.

Each bid must be accompanied by a certified check, cashier's check, or bid bond payable to Douglas County, in an amount not less than ten percent (10%) of the amount bid. This check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded to him, and will be declared forfeited if the successful bidder refuses to enter into said Contract after being notified to do so by the County. Bid bonds shall be issued by a surety and insurance company licensed in the State of Nevada with an A+ rating.

After the bids have been opened and declared, no bid shall be withdrawn except with the approval of the County for a period of forty-five (45) calendar days after the opening date.

A pre-bid conference will be scheduled for a later date. All bidders are encouraged to visit the site.

CAUTION: Note requirement for a reply on page BF-8, either a list or a negative response.

Firm Name Framen Construction Co Inc.
Address 55 Conroy Island Dr
City Sparks
State Nevada Zip Code 89421
Telephone 775 356-5200 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 FRED COUWEN
Print title Vice President

PRODUCT LITERATURE AND SPECIFICATIONS MUST BE SUBMITTED AS REQUIRED

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
P.O. Box 218
Minden, NV 89423

Address for giving notices to Contractor:

FREEMAN CONSTRUCTION Co. Inc.
55 CONEY ISLAND DR.
SPRINGS NV 89421

NV License No. 10639 AB

Agent for service of process:

This Agreement will be effective on _____, 2002.

DOUGLAS COUNTY, NEVADA - OWNER

Bernard Curtis
~~Bernard Curtis~~, Chairman
Board of County Commissioners
DONALD H. MINER

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

One the 16th day of MAY, 2002, ^{DONALD H. MINER}~~Bernard Curtis~~, 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 May 16, 2002, he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.

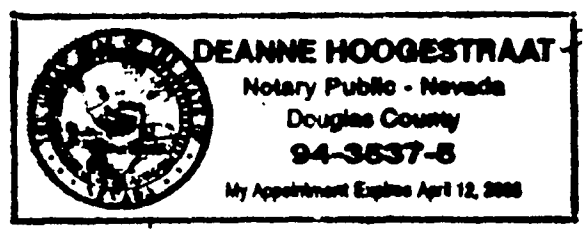
Barbara J. Reed
Barbara J. Reed, Douglas County Clerk
By: L. Lynch, Clerk for the Board

STATE OF NEVADA)
)SS:
COUNTY OF DOUGLAS)

On this 17th day of May, in the year 2002 before me, Donald H Miner / 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.

DeAnne Hoogestraat
Notary's Signature
My Commission Expires: 4-12-06



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:

- *Access Road Construction*
- *Sailplane Staging Area Construction*
- *Taxiway S Construction*
- *Taxiway C Construction*
- *Runway 16-34 Crack Repair and Sealing*
- *Taxiway D Reconstruction*

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: Shutt Moen Associates, 707 Aviation Boulevard, Santa Rosa, California 95403, 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 Entire Work will be substantially completed within eighty (80) working days after the date when the Contract Times commence to run as provided in paragraph 2.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within ninety (90) working days after the date when the Contract Times commence to run. *Time limitations for closure of certain areas also apply as provided in paragraph 1-1.5 of the Special Provisions for Airport Construction.*

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 4.02, *above*, for completion and readiness for final payment until the Work is completed and ready for final payment. *The CONTRACTOR shall pay the owner Two Thousand Dollars (\$2,000.00) for each day that expires after the time specified in paragraphs 1-1.5.1B,C, & D of the Special Provisions for Airport Construction.*

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 Doc-

uments 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-10, inclusive);
2. *Construction* Performance Bond (pages 1 to 3, inclusive);
3. *Construction* Payment Bond (pages 1 to 3, inclusive);
4. ~~Other Bonds (pages _____ to _____, inclusive);~~
 - ~~a. _____ (pages _____ to _____, inclusive);~~
 - ~~b. _____ (pages _____ to _____, inclusive);~~
 - ~~c. _____ (pages _____ to _____, inclusive);~~
5. General Conditions (pages GC-1 to _____, inclusive, ~~not attached~~);
6. Supplementary Conditions (pages SC-1 to SC-_____, inclusive, not attached);
7. ~~Specifications as listed in table of contents of the Project Manual (not 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, *not attached*);
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-18, 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 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.

DRAFT

DOUGLAS COUNTY

INSTRUCTIONS TO BIDDERS

CONSTRUCTION

1. Terms and Definitions

Terms used in this document are defined in the Standard Specifications for Public Works Construction, Part 1 General Provisions, 1992 Edition and A.I.A. Document A201 General Conditions of the Contract for Construction, 1987.

2. Submission

Sealed bids will be accepted in the offices of the Douglas County Purchasing Department if received and time stamped in those offices prior to the close of the bid receiving period as indicated. At the time specified the bids will be publicly opened, read aloud, and available for review. Bids received late will be rejected. Bids must be prepared on the forms provided, signed as an acceptance of the Terms and Conditions of the Bid by an officer of the firm authorized to sign bids, with all requested information clearly indicated for each line item quoted.

UNSIGNED BIDS WILL BE REJECTED. BID FORMS ARE TO BE SUBMITTED INTACT.

3. Addenda

Any irregularities or lack of clarity in the Invitation and Bid must be brought to the attention of Shutt Moen Associates or Minden-Tahoe Airport in writing no less than five business days prior to the bid opening. Unless so noted, subject matters shall be interpreted to favor the County. If deemed necessary, written addenda shall be issued to all holders of bid documents, with said documents considered modified or amended by addenda so issued. All addenda must be acknowledged by signature where provided and returned, either with the bid submission or under separate cover clearly marked with the bid number and date of opening, prior to the close of the bid receiving period. Verbal interpretations are not to be relied upon. **FAILURE OF THE BIDDER TO CALL ATTENTION TO IRREGULARITIES OR LACK OF CLARITY WILL NOT RELIEVE THE BIDDER OF PERFORMANCE UNDER THE CONTRACT.**

4. Bid Bonds

A Bid Bond, cashier's check, or certified check must be submitted with the bid if the bid amount exceeds \$20,000 or if specified. The bond is to be issued by a company resident in and licensed to do business in the State of Nevada. The bonds or checks of the three lowest bidders will be retained until all required bonds and certificates have been received from, and the contract signed by, the low responsive and responsible bidder.

5. Examination of the Job Site

Prior to the submission of a bid, the bidder is responsible for examining the job site to familiarize himself with the existing conditions. Although public property, job site visits must be arranged with and approved by the County prior to the visit. Any discrepancy between the bid documents and actual site conditions shall immediately be brought to the attention of the owner in writing. Failure to examine the job site or call attention to discrepancies shall not relieve the Contractor of performance under any contract issued as a result of his bid. Any pre-bid conference shall be specified elsewhere in these documents, if required.

6. Licensed Contractor

AT THE TIME OF THE BID OPENING, BIDDERS SHALL POSSESS A CURRENT NEVADA CONTRACTORS LICENSE OF THE CLASS AND DOLLAR AMOUNT NECESSARY TO PERFORM THE DESCRIBED PROJECT. ALL SUB CONTRACTORS MUST BE SIMILARLY LICENSED.

NRS 338.141 mandates a bidder's compliance with certain requirements:

First, the statute requires, with a bid for any public works project, the submission of a list of each subcontractor who will provide labor, or a portion of the work or improvement to a Contractor for which he will be paid an amount exceeding 5 percent of the prime Contractor's total bid. Within 2 hours after the completion of the opening of the bids, the general contractors who submitted the three lowest bids must submit a list of the name of each subcontractor who will provide labor or a portion of the work or will be paid an amount exceeding 1 percent of the prime contractor's total 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 within the required time, his bid shall be deemed not responsive.

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Second, the statute requires, with a bid for any public works project, the submission of a description of the portion of the work or improvement which each subcontractor named in the list will complete.

Third, the statute requires, with a bid for any public works project, the submission of a list in the bid that names a subcontractor for each portion of the project that will be completed by a subcontractor.

Fourth, a contractor whose bid is accepted shall not substitute any other subcontractor for a subcontractor who is named in the bid unless:

1. The awarding authority objects to the subcontractor; or
2. The substitution is approved by the awarding authority and:
 - a) The subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the contractor which was offered to the subcontractor with the same terms that all other subcontractors on the project were offered.
 - b) The named subcontractor files for bankruptcy or becomes insolvent.
 - c) The named subcontractor fails or refuses to perform his subcontract within a reasonable time or is unable to furnish a performance bond and payment bond pursuant to NRS 339.025.

7. Bid Evaluation

The products and materials bid shall be new and of current manufacture unless otherwise stated in the bid and shall be bid F.O.B. destination. Delivery must be stated in realistic terms and will be a factor in vendor evaluation.

Bids will be evaluated for price, conformance to the specifications, terms and conditions, instructions to bidders, special conditions, experience, and other factors as appropriate, with the award to the bidder(s) deemed of greatest advantage to Douglas County. Douglas County reserves the right to accept or to reject any or all or any part of a bid received, to waive irregularities, and to hold bids for sixty days prior to the award.

8. Preference — Deleted per NRS 338.1389, Section 8.

~~NRS 338.147 provides for a 5 percent bidder preference to bidders who qualify for the preference. There are several requirements which must be met by a bidder under this statute:~~

~~First, the public body must find a bidder to be a responsible bidder.~~

~~Second, the bidder, at the time the bid is submitted, must provide to the public body proof of payment of 1) sales tax and use taxes imposed pursuant to NRS chapters 372, 374 and 377 on materials used for construction of not less than \$5,000 for each consecutive 12 month period for 60 months immediately preceding the submission of the bid, or 2) motor privilege taxes imposed pursuant to NRS chapter 371 on vehicles used in the operation of his business of not less than \$5,000 for each consecutive 12 month period for 60 months immediately preceding the submission of the bid, or 3) any combination of such sales and use tax and motor vehicle privilege taxes.~~

~~Third, the total contract price must exceed \$250,000 before the contractor may claim the preference.~~

~~If the bidder meets the requirements, that bidder shall be deemed to have submitted a better bid than a competing contractor who has not provided proof of the payment of the taxes if the amount of that bidder's bid is not more than 5 percent higher than the amount bid by the competing contractor.~~

~~The bidder is responsible for complying with the requirements of NRS 338.147 in order to obtain the statutory preference. The bidder has the burden of proving that the statutorily required amount of taxes was, at the time the bidder submits the bid, paid for each consecutive twelve month period for sixty months immediately preceding the bid. The bidder must submit proof sustaining this burden at the time the bid is submitted.~~

~~Copies of billing invoices or sales receipts provided to show payment of applicable taxes will be accepted if the following conditions are met:~~

- ~~1. The bidder states in writing that the taxes were paid by the bidder.~~
- ~~2. The copies clearly show that amount of the tax paid by the bidder.~~
- ~~3. The copies describe the materials used for construction or the vehicles used in the operation of the business.~~
- ~~4. The copies show the date the tax was incurred.~~

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~~5. The copies or related materials show when the tax was paid by the bidder. If the copies or related materials do not show when the tax was paid by the bidder, the tax will be accounted for in the twelve month period in which the tax was incurred, unless the bidder submits (at the time the bid was submitted) documentation showing that the tax was paid at some time other than the date the tax was incurred.~~

~~Other forms of proof will be accepted only if the proof clearly shows that a tax was paid on materials used for construction or the vehicles used in the operation of the business and the amount of the tax and the time of payment of the tax are clearly indicated.~~

~~A bidder who has previously provided the public body awarding a contract with the acceptable proof of payment required discussed above may elect to update, on a quarterly basis, the previously submitted proof of payment on or before April 1, July 1, September 1, and December 1 for each consecutive 12 month period by submitting the updated information to the public body.~~

~~If any federal statute or regulation precludes the granting of federal assistance or reduces the amount of federal assistance for a particular public work because of the bidder preference discussed above, the preference does not apply insofar as the application of the preference would preclude or reduce federal assistance for the public work.~~

~~NRS 338.147 also requires that, for the 5% bid preference to apply to a bid submitted by two or more contractors as a joint venture or by one of them as a joint venturer, both or all of the joint venturers must separately meet the requirements for the preference for the preference to be applied.~~

~~If the bid is submitted by a joint venture and on or more of the joint venturers has the responsibility for the performance of the contract, the finding of responsibility and the submission of proof of payment of taxes with the bid applies only to the joint venturer or joint venturers who have the responsibility for the performance of the contract, unless the joint venture is formed for the sole purpose of circumventing any of the requirements of NRS 338.147. "Responsibility for the performance of the contract" means that a joint venturer or joint venturers has at least one of the following duties or obligations delegated to him in writing in the contract creating the joint venture:~~

- ~~1. Supplying the labor necessary to perform the contract and paying the labor and related taxes and benefits.~~
- ~~2. Supplying the equipment necessary to perform the contract and paying charges related to equipment.~~
- ~~3. Contracting with and making payments to any subcontractors.~~
- ~~4. Performing the record keeping for the joint venture and making any payments to persons who provide goods or services related to the performance of the contract.~~

9. Bid Award

Bid award shall be on an "all or none" basis unless otherwise stated. The bid award will be made by the Douglas County Board of Commissioners at a scheduled meeting unless the award may be made by the Purchasing and Contracts Administrator. Notification of the bid award shall be by purchase order issued by Douglas County. In no event shall this Invitation and Bid be construed as an obligation on the part of Douglas County to issue a purchase order or award. Checks submitted in lieu of bonds will be returned after receipt of any required performance bonds and certificates of insurance from the awarded bidder.

10. Collusion

Any agreement or collusion among bidders or prospective bidders to bid a fixed price or restrict the competitive bid process in any way shall render the bids of such bidders void.

11. Interest in More Than One Bid

No person, firm, or corporation, under the same or a different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are requested, however, submitting a subcontractors bid or material quotation to more than one bidder will not disqualify the subcontractor or material supplier.

12. Independent Contractor Status

The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, subconsultants, contractors, or subcontractors. The only

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contractual relationship created by this contract is between the County and Contractor, and nothing in this contract shall create any contractual relationship between the County and Contractor's consultants, subconsultants, contractors, or subcontractors. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nevada Revised Statutes 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

13. Liability Clause

The Contractor, in the performance of the contract, shall release and discharge Douglas County, the Douglas County Board of Commissioners, its officers and employees from liability for, and assume the risk of, loss or damage to property of the contractor. Further, the contractor shall save Douglas County and the Douglas County Board of Commissioners harmless from and defend against all losses, all liabilities, expenses and other detriments of any nature and description, to which Douglas County and the Douglas County Board of Commissioners may be subjected by reason of any negligent act or omission of the contractor, or by any of the contractor's subcontractors, employees, agents, invitees or licensees where such loss, liability, expense or other detriment arises out of or in connection with the performance of work under the contract including, but not limited to, liens, personal injury, death or loss of, or damage to property of Douglas County or others.

14. Performance Bond and Labor/Materials Payment Bond

If the bid amount exceeds \$20,000, a performance Bond in the amount of 100% and a Labor/Materials Payment Bond in the amount of 100% of the total award will be required of the successful bidder (contractor). The successful bidder will be required to obtain the Performance Bond and Labor/Materials Payment Bond within fifteen calendar days of the written notification of the bid award and before work is commenced. The bonds are to be issued by a company resident in and licensed to do business in the State of Nevada. The issuing company is subject to approval by the County. The bonds are to be delivered to the Douglas County Purchasing and Contracts Administrator. Failure to provide the required bonds within the fifteen calendar days will result in forfeiture of the Bid Bond and award of the contract to the next lowest bidder. Forfeiture of the Bid Bond will not restrict Douglas County from further legal recourse.

15. Contractor's Liability Insurance

The contractor shall maintain Comprehensive General Liability Insurance in an amount of not less than \$2,000,000 Combined Single Limit (Bodily Injury and Property Damage) and Automobile Liability Insurance in an amount of not less than \$2,000,000 and Builders Risk Insurance (if required elsewhere in this document) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by him. The policies shall name Douglas County, the Douglas County Board of Commissioners, its officers and employees as additional insureds. Certificates of insurance are to be issued by a company licensed to do business in the State of Nevada. Certificates of such insurance shall be delivered to the Douglas County Purchasing and Contracts Administrator. The Douglas County Purchasing and Contracts Administrator shall be notified in writing at least thirty days in advance of the cancellation of any such insurance policy. Douglas County reserves the right to require insurance in an amount greater than specified above. Any such additional amount shall be specified on the bid document. The issuing company is subject to approval by the County. The policy is to be on a "per occurrence" basis, not "claims made".

16. Workers' Compensation

Contractor agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with Nevada Revised Statute 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

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(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to Nevada Revised Statute 616.280 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

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

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract and to provide immediate notice to the district of any lapse in or nonpayment of coverage. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate issued pursuant to NRS 616B.627 and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six-month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

17. Prevailing Wage

On projects exceeding \$100,000.00 in total cost, the Contractor and his Sub-Contractors shall pay the prevailing wages as established by the State Labor Commissioner for all trades. The General Contractor shall collect from Subcontractors and ensure the receipt of a certified copy of each monthly payroll by Douglas County no later than 10 days after the end of the month. Submission by a Subcontractor to the General Contractor is the same as a submission to the County. If the Contractor or any Subcontractor fails to pay the prevailing wage, the General Contractor shall forfeit to Douglas County not less than \$20 nor more than \$50 per day for each workman to whom the Contractor or Subcontractor failed to pay the prevailing wage. If the Contractor or any Subcontractor fails to ensure the receipt of the certified payroll reports by Douglas County within ten calendar days after the end of the month, the General Contractor shall forfeit to Douglas County not less than \$20 nor more than \$50 for each calendar day or portion thereof and for each workman listed on the late certified payroll reports.

17A. Prevailing Wage on Federally-Funded Construction Projects

When federal funds are financing part of a construction project that exceeds \$2,000.00 in total, the Contractor and his Subcontractors must comply with the provisions of the Davis-Bacon Act. This act provides for the payment of the greater of state or federal prevailing wages to each wage classification employed under the contract. The Weekly Certified Payroll Reports must be supplied to the County within seven days after payment date of the weekly payroll period. The hourly and daily rate of wages to be paid each class must be posted on the project site in a place generally visible to the employees.

18. Permits, Fees, Licenses, and Taxes

The contractor shall be responsible for securing all required permits, for all approvals or reviews, and for any required licenses. Douglas County shall pay all fees. All such costs are NOT to be included in the bid price.

19. Submittals

Shop drawings and manufacturers specifications are to be submitted to the Engineer/Architect for review prior to construction. Upon completion of construction, prior to final payment, "As Built" drawings and manufacturers operating manuals for installed equipment are to be provided to the Owner.

20. Pre-Construction Meeting

The contractor and subcontractors shall attend a pre construction meeting with representatives of the County to discuss specific project procedures. The pre construction meeting may be waived by mutual agreement of the Contractor and the County.

21. Construction Schedule

The Contractor shall submit a construction schedule to the County prior to the pre-construction meeting. The construction schedule shall establish the start and completion dates for each phase of the project in sufficient detail to re-

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late to the progress payment schedule of values. The County shall review and approve the schedule prior to commencement of work.

22. Temporary Construction Facilities

The contractor shall provide a temporary on site construction office and restroom facilities. The construction office shall be large enough for plan review and small meetings and shall provide heat, lights, and telephone service. The construction office and restroom facilities are to be provided at no cost to the County. Portable restrooms are to be emptied daily. Upon substantial completion, the temporary facilities are to be promptly removed and the site restored to the conditions existing prior to installation or as specified in the scope of work. The County may waive the requirement for temporary construction facilities.

23. Construction Utilities

The contractor shall arrange for and bear the cost of all temporary construction utilities including water for dust control.

24. Compliance

The contractor shall be responsible for complying with all County, State, and Federal Codes, Laws, Statutes, Regulations, Ordinances, and Policies, as applicable, in the performance of the contract. All work shall also conform to the UBC (1991) as revised by Douglas County and/or the SSPW (1992).

25. Access to Work Site

The contractor, in the performance of the contract, shall not be unduly denied access to the work-site provided that such access does not interfere with normal County operations unless prior arrangements have been made with the County.

26. Worksite Security/Safety

The contractor shall provide barricades, fencing, exhaust fans, temporary closures, hoods, drapes, or any other temporary structure required to protect County personnel and the general public from accidental injury, illness, or death during the term of the project. The Contractor shall be responsible for securing the project to prevent theft, vandalism, or arson of either the County's or the contractor's property, materials, equipment, and supplies. The County shall not be responsible for any property, equipment, materials, or supplies of the Contractor. The Contractor shall be responsible for any theft, vandalism, or arson of County property, materials, equipment, or supplies if such loss is due to the negligence of the Contractor.

27. Damage to County Property

Any damage to Douglas County real or personal property caused by the contractor, his subcontractors, or agents shall be promptly repaired or replaced to the approval of Douglas County.

28. Clean-Up

In the performance of the contract, the contractor shall keep the job site cleared of rubbish, debris, and scrap material. Upon completion of the project all equipment, tools, supplies, and materials which are not the property of Douglas County shall be promptly removed from the job site. The job site and surrounding areas are to be restored to the conditions existing prior to the commencement of work under the contract unless specifically modified by the scope of work under the project.

29. Utilities

The location of all known utilities underground, above ground, or enclosed within a structure are indicated in the bid documents to the best knowledge of the Engineer/Architect. It is the responsibility of the contractor to verify the location of all known or suspected utilities by contacting the utility owner prior to undertaking any excavation or demolition and to arrange for any interruption or termination of service. Any damage to known or suspected utilities caused by the contractor's failure to verify the location with the owner of the utility shall be repaired or replaced at the expense of the contractor. The Contractor shall notify the County forty-eight hours in advance of any planned utility interruption. Should utilities not be located as indicated to the Contractor, the Contractor is entitled to compensation for determining the true location of the utility.

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30. Layout

The owner shall provide vertical and horizontal construction reference points. Job layout shall be the responsibility of the contractor and shall be included in the bid price.

31. Workmanship

All work shall be performed by competent personnel under the direction of a qualified project superintendent who shall be the representative of the Contractor. Work performed shall meet the workmanship standards for the trade involved. All materials and equipment installed by the Contractor shall be new, of suitable quality, and conform to all Specifications and/or Drawings. The use of other than new materials or equipment is not acceptable without the written consent of the Owner and will include a mutually agreeable cost reduction. Owner supplied materials or equipment are furnished on an AS-IS, WHERE IS basis and will be subject to guarantee for workmanship only.

32. Testing and Inspection

The Contractor shall arrange for all testing and inspections required by the statutes, ordinances, codes, laws, regulation of any agency having jurisdiction over the project. The owner will be notified of the test or inspection prior to the time scheduled and will be provided copies of the test or inspection results. Cost of such required tests shall be borne by the Contractor unless otherwise stated. Special inspections, i.e., structural welding, structural bolts, and high strength concrete shall be the responsibility of the County.

33. Replacement

Defective material, equipment, or workmanship shall be replaced as directed by the Engineer/Architect at no cost to the owner. Should the owner elect to accept defective materials, equipment, or workmanship, the contractor shall reduce the contract amount by a sum agreeable to the owner and the contractor. Should the contractor not replace the defective material, equipment, or workmanship and should the owner insist on replacement, the owner may replace the defective material, equipment, or workmanship and withhold the cost of such replacement from any monies due the contractor or take any legal action as may be necessary to recover the cost of the replacement. Should the Engineer/Architect or owner require laboratory testing not specifically required by the specifications to determine the quality of materials, equipment, or workmanship, the cost of such testing will be borne by the owner if the test results meet the specifications and by the contractor if the test results fail to meet the specifications.

34. Progress Payments

Progress payments may be authorized by Douglas County if the project duration exceeds thirty days. Progress payment requests are to be submitted to the Engineer/Architect (if applicable) accompanied by a schedule of values. Progress payments will be authorized by the Douglas County Project Manager. Douglas County reserves the right to reduce the progress payment amount if in the opinion of the Engineer/Architect (if applicable), Project Manager, or the Purchasing and Contracts Administrator, the values on the schedule of values exceed the amount of work completed or material delivered to the job site. Any such changes will be reviewed with the Contractor.

35. Retention

Progress payments shall be subject to a 10% retention until the project is at least 50% complete and may be reduced thereafter. Within thirty-five days following publication of the Notice of Substantial Completion (Contracts over \$20,000) the retention may be reduced to an amount equal to any uncompleted work.

36. Change Orders

Additions to, or changes to, or deletions from the contract will not be undertaken by the contractor without a written change order signed by the owner. Change order costs including a schedule of values are to be submitted to the Engineer/Architect (if applicable) for his review and recommendation. In no event will the owner be liable for any work commenced by the contractor upon a verbal authorization of the Engineer/Architect or any perceived representative of the owner.

37. Guarantee

The Contractor shall guarantee the entire work constructed by him under the contract to be free of defects in materials and workmanship for a period of two (2) years following the date of acceptance of the work by the Owner. The Contractor shall agree to make, at his own expense, any repairs or replacements made necessary by defects in materials or workmanship (standards of the industry) which become evident within said guarantee period. The Contractor shall further agree to indemnify and save harmless Douglas County, the Douglas County Board of Commissioners, their officers,

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agents and employees, against and from all claims and liability arising from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Douglas County Purchasing Department. If the Contractor fails to make the repairs and replacements promptly, Douglas County may do the work and the Contractor and his surety shall be liable to Douglas County for the cost of such work.

38. Completion

Failure of the contractor to perform any covenant or condition contained in the contract documents within the time period specified shall constitute a material breach of this contract entitling the owner to terminate the contract unless the contractor makes written application to the owner for an extension of the contract completion date and the owner provides a written acceptance of the revised completion date. In the event of breach of the contract by the contractor, the owner may terminate the contract for cause and (1) procure the required services from another contractor and hold the contractor liable for any additional costs occasioned thereby; (2) remove the contractor from the bid list for a period of not less than one (1) year; and (3) take any appropriate legal action against the contractor in breach including but not limited to the forfeiture of bonds to compensate the owner for damages suffered as a result of breach.

Time of completion and limitations on construction are contained in Division IV, Special Provisions for Airport Construction.

39. Liquidated Damages

Time is of the essence in this contract. It is agreed by the parties to the contract that in case the work is not completed within the time specified in the bid documents, damage will be sustained by the owner. It is therefore agreed that the contractor should pay to the owner as liquidated damages and not as a penalty, the amount specified in the bid documents for each and every calendar day beyond the time set for completion. It is further agreed that the liquidated damages shall not be assessed for causes beyond the control of the contractor which are not a result of his negligence. In case of delays not caused by the contractor, the contractor must make a written request to the owner for a time extension and must receive the written consent of the owner or the contractor shall be liable for liquidated damages. Delays not the fault of the contractor shall not entitle the contractor to additional compensation. The sole remedy of the contractor consists of the extension of the contract completion date.

Liquidated damages are described in Division IV, Special Provisions for Airport Construction.

40. Arbitration

All claims, disputes and other matters in question between the owner and contractor, and which have not been resolved by the engineer, arising out of or relating to the contract documents or breach thereof (except for claims which have been waived by the making or acceptance of the final payment) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement so to arbitrate and any other agreement or consent will be enforceable under the prevailing laws of the State of Nevada.

41. Employment Preference

On all public works projects, Contractors shall, if the qualifications of the application of the applicants are equal, give preference to:

1. Honorably discharged Veterans of the United States who are citizens of the State of Nevada.
2. Other citizens of the State of Nevada.

Failure or refusal of the Contractor to comply with this provision shall render any contract void.

42. Fair Employment Practices

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for such employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor acknowledges awareness of and is fully informed of the Contractor's obligations under Executive Order 11246 and, where applicable, shall comply with the requirements of the Order and all other orders, rules, and regulations promulgated under the Order unless exempted from therefrom.

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Without limitation of the foregoing, Contractor's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era", which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers", which, by this reference, is incorporated in this contract.

Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and subconsultants to participate to the extent possible, consistent with their qualifications, quality of work, and obligation of Contractor under this contract. The contractor further agrees to insert these provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a contractor shall constitute a material breach of contract.

43. Appeal by Unsuccessful Bidders

Any unsuccessful bidder may appeal a pending bid award prior to award by Douglas County. The appellant must:

- a. Submit a written protest to the Purchasing and Contracts Administrator within five (5) workdays after the bid opening.*
- b. Describe, in the written protest, the issues to be addressed on appeal.*
- c. Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by Douglas County, who will hold the bond or security until a determination is made on the appeal.*
- d. Post the bond or other security in the amount of 25% of the total dollar value of appellant's bid, up to a maximum bond or other security amount of \$250,000.*
- e. Not seek any type of judicial intervention until Douglas County has rendered its final decision on the protest.*

Douglas County will stay any award actions until after the Purchasing and Contracts Administrator has responded in writing to the protest. If the appellant is not satisfied with the response, the appellant may then protest to the Douglas County Board of Commissioners, who will render a final decision for the County. No bid protests will be heard by the Board of Commissioners unless the bidder has followed the appeal process.

If an appeal is granted, the full amount of the posted bond will be returned to the appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the County because of the unsuccessful appeal.

Douglas County is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by the appellant in a bid process.

44. Interpretation of Drawings and Documents

If any bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Plans and Specifications, he may submit his questions or request for clarification to the Engineer not later than five (5) days before the date set for receipt of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed or delivered to each person receiving a set of such documents.

45. Federal Assurances

Contractors and subcontractors are advised that this project requires (a) payment of Federal Wage Rates, (b) compliance with EEO criteria, (c) certification of nonsegregated facilities, (d) certification of an Affirmative Action Program, and (e) Disadvantaged Business Enterprise (DBE) Participation. The DBE goal for this project is ten percent (10%).

46. Project Information

General technical information can be obtained from the offices of Shutt Moen Associates, 707 Aviation Boulevard, Santa Rosa, California 95403; phone (707) 526-5010.

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47. Buy American Clause

A Buy American clause applies to this project. See Division II, Section 2, Paragraph 2-7 of the FAA-required provisions.

48. Plans and Specifications

The Contractor will be provided with five (5) sets of Plans and Specifications at the Preconstruction Conference. Additional sets will be available from the Engineer at their reproduction costs. Quantities stated in the Contract Documents are approximate only and subject to correction upon final measurement of the work accomplished and subject further to right reserved by the County to increase or admonish the amount of work under any classification as advantages in the design or construction needs require.

49. Federal Subcontracting Requirements

If Contractor awards a subcontract under this contract, Contractor, if applicable, shall use the following alternative steps:

- a. Placing Small Businesses in Rural Areas (SBRAs) on solicitation lists;*
- b. Ensuring that SBRAs are solicited whenever they are potential sources;*
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;*
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;*
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and*
- f. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in paragraph 42 above.*

If applicable, Contractor agrees to complete and submit to the County a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within 30 days after the end of each fiscal quarter until the end of the contract.

50. Assignment, Transfer, Delegation, or Subcontracting

Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the County. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the County is void. Any consent of the County to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions contained in the Contract Documents.

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BID FORM

PROJECT IDENTIFICATION: DO-2002-155

CONTRACT IDENTIFICATION AND NUMBER: 03-12

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>4/25/02</u>
<u>2</u>	<u>4/26/02</u>
<u>3</u>	<u>4/30/02</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.

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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 May 2, 2002.

NV State Contractor License No. 10659 Class AB

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: FREEMAN CONSTRUCTION CO 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): FRED COURIER

Title: Vice President (Corporate Seal)

Attest: SEE ATTACHED

(Signature of Corporate Secretary)

Business Address: 55 COMBEY ISLAND DR.

SPARKS NV 89431

Phone No.: 775-356-5200

Fax No.: 775-356-5225

Date of Qualification to do business is 1970

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.: _____

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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).

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

2002 MAY 23 AM 11:36

LINDA SLATER
RECORDER

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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: May 21 2002
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol Ann Fullock Deputy

SEAL

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