

NF
Purchasing
Jim Keenan

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

Bid #: 03-15
Release Date: 6/5/02
Page _____
Comm. Ord. # _____
Requisition # _____
Dept. _____
Surety _____
Opening Time 9:00AM
Opening Date 6/26/02

SUBMISSION DATE/TIME:
Sealed Bids will be accepted until **9:00AM**
on June 26, 2002 at 1616 8th
Street, Minden, NV 89423

ALL PRICES F.O.B. DESTINATION

James E. Keenan For further information contact: Ted Spacek 782-9993
Purchasing and Contracts Administrator

Copies of the bid may be obtained at the Douglas County Purchasing office between the hours of 9:00 A.M. and 4:00 P.M.

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Paint Exterior of Judicial Building

Douglas County is accepting sealed bids for: Painting the exterior of the Douglas County Judicial Building, Minden, Nevada

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 _____ 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. **NOTE: performance and payment bonds not required on a contract award less than \$35,000.**

A mandatory pre-bid conference will be held on June 11, 2002 at the job site.

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

Firm Name Dwyer Custom Coatings, Inc.
Address 3072 Research Way, #54
City Carson City
State Nevada Zip Code 89706
Telephone 888.9595 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 Chris D. Dwyer
Print title President

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

Address for giving notices to Owner:

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

Address for giving notices to Contractor:

Dwyer Custom Coatings, Inc.
3072 Research Way, #54
Carson City, NV 89706
NV License No. 51314 (Class C4)

Agent for service of process:

This Agreement will be effective on 7-11, 2002.

DOUGLAS COUNTY, NEVADA - OWNER

Donald Miner

Donald Miner, Chairman
Board of County Commissioners

STATE OF NEVADA)

)ss.

COUNTY OF DOUGLAS)

One the 11th day of July, 2002, ~~Donald 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 7-11-02, 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

STATE OF NEVADA)

)ss:

COUNTY OF DOUGLAS)

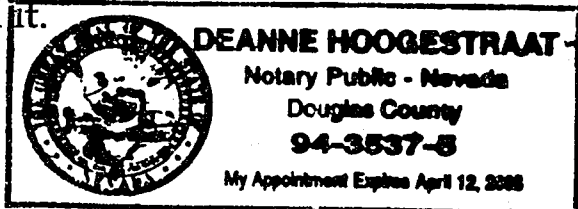
Barbara J. Reed
Barbara J. Reed
DEPUTY

On this 23rd day of July, 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:

Painting the exterior of the Douglas County Judicial Building, Minden, Nevada in accordance with specifications included herein

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

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 55 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

IBC-3

one hundred dollars (\$100.00) 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 hundred dollars (\$100.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

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

ARTICLE 5 - CONTRACT PRICE

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

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

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments

previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 90% of Work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all (if any): (1) reports of explorations and tests of

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subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in any Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the bid as provided in paragraph 4.06 of the General Conditions.

CONTRACTOR accepts the determination set forth in any Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages IBC-1 to IBC-8, inclusive);
- ~~2. Performance Bond (pages _____ to _____, inclusive);~~
- ~~3. Payment Bonds (pages ___ to _____, inclusive);~~
- ~~4. Other Bonds (pages _____ to _____, inclusive);~~
 - a. _____ (pages _____ to _____, inclusive);
 - b. _____ (pages _____ to _____, inclusive);
 - c. _____ (pages _____ to _____, inclusive);
5. General Conditions (pages _____ to _____, inclusive, not attached);
6. Supplementary Conditions (pages SC-1 to SC-_____, inclusive, not attached);
7. Specifications as listed and attached;
8. Drawings (not attached) consisting of a cover sheet and sheets numbered _____ through _____, inclusive with each sheet bearing the following general title:
9. Addenda (numbers _____ to _____, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages __ to _____ inclusive, not attached)
 - b. CONTRACTOR's Bid (pages BF-1 to BF-10_____, 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.

BID FORM

PROJECT IDENTIFICATION: Painting the Judicial Building

CONTRACT IDENTIFICATION AND NUMBER: Bid # 03-15

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

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

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

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

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

Addendum No.

Addendum Date

B. BIDDER has visited the Site and become 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.

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

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

Dwyer Custom Coatings, INC.

3072 Research Way, #54

Carson City, NV 89706

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 June 25, 2002
NV State Contractor License No. 51314 Class C4

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: Dwyer Custom Coatings, Inc. (SEAL)
State of Incorporation: Nevada
Type (General Business, Professional, Service, Limited Liability): _____
By: *[Signature]*
(Signature - attach evidence of authority to sign)
Name (typed or printed): Chris D. Dwyer
Title: President (Corporate Seal)
Attest: *[Signature]*
(Signature of Corporate Secretary)
Business Address: 3072 Research Way, #54
Carson City, NV 89706
Phone No.: 775.888.9595 Fax No.: 775.888.9696
Date of Qualification to do business is February 2, 2002

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).

The Corporation's duly appointed resident agent in the State of Nevada upon whom process can be served is:

Day R. Williams, Esq.
204 N. Minnesota Street
Carson City, NV 89703

RA# 103405

FOR OFFICE USE ONLY
FILED (DATE)

JAN 03 2001

IF THE ABOVE INFORMATION IS INCORRECT, PLEASE CHECK THIS BOX AND A CHANGE OF RESIDENT AGENT/ADDRESS FORM WILL BE SENT.

PLEASE READ INSTRUCTIONS BEFORE COMPLETING AND RETURNING THIS FORM.

1. Include the names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer and all Directors must be named. There must be at least one director. Last year's information may have been preprinted. If you need to make changes, cross out the incorrect information and insert the new information above it. An officer must sign the form. FORM WILL BE RETURNED IF UNSIGNED.
2. If there are additional directors, attach a list of them to this form.
3. Return the completed form with the \$85.00 filing fee. A \$15 penalty must be added for failure to file this form by the deadline. An annual list received more than 60 days before its due date shall be deemed an amended list for the previous year.
4. Make your check payable to the Secretary of State. Your canceled check will constitute a certificate to transact business per NRS 78.155. If you need the below attachment file stamped, enclose a self-addressed stamped envelope. To receive a certified copy, enclose a copy of this completed form, an additional \$10.00 and appropriate instructions.
5. Return the completed form to: Secretary of State, 101 North Carson Street, Suite #3, Carson City, NV 89701-4788. (702) 687-5203.

FILING FEE: \$85.00 PENALTY: \$15.00

NAME Chris D. Dwyer	TITLE(S) PRESIDENT
P.O. BOX	STREET ADDRESS 3072 Research Way #54
	CITY Carson City
	ST. NV
	ZIP 89706
NAME Chris D. Dwyer	TITLE(S) SECRETARY
P.O. BOX	STREET ADDRESS 3072 Research Way, #54
	CITY Carson City
	ST. NV
	ZIP 89706
NAME Chris D. Dwyer	TITLE(S) TREASURER
P.O. BOX	STREET ADDRESS 3072 Research Way #54
	CITY Carson City
	ST. NV
	ZIP 89706
NAME	TITLE(S) DIRECTOR
P.O. BOX	STREET ADDRESS
	CITY
	ST.
	ZIP
NAME	TITLE(S) DIRECTOR
P.O. BOX	STREET ADDRESS
	CITY
	ST.
	ZIP

I hereby certify this annual list.

X Signature of Officer

Date 12-12-00

CERTIFICATE

STATE OF NEVADA - SECRETARY OF STATE

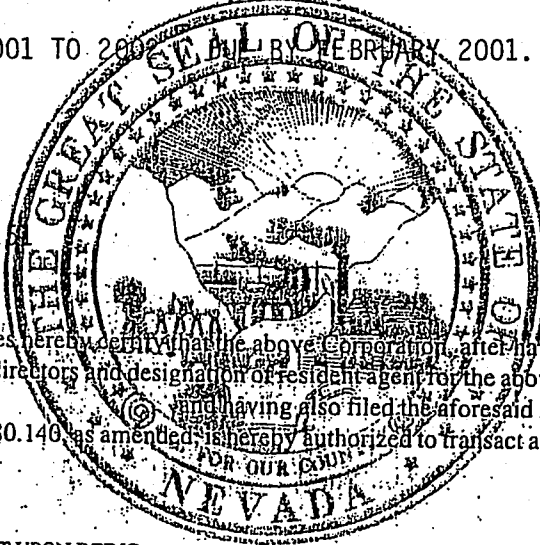
FILE NUMBER

DWYER CUSTOM COATINGS, INC.

002851-2000

FOR THE PERIOD FEBRUARY 2001 TO FEBRUARY 2001.

DAY R. WILLIAMS, ESQ.
204 N. MINNESOTA STREET
CARSON CITY, NV 89703-41



The Secretary of State of Nevada does hereby certify that the above Corporation, after having paid the annual fee of \$85.00 for filing in this office a list of its officers and directors and designation of resident agent for the above filing period, together with penalty in the sum of \$15.00 and having also filed the aforesaid list as required by Nevada Revised Statutes Sections 78.150-78.165 and 80.110-80.140 as amended, is hereby authorized to transact and conduct business within this state for the aforesaid period.

THIS CERTIFICATE BECOMES A RECEIPT UPON BEING VALIDATED BY THE OFFICE OF SECRETARY OF STATE

Dean Heller
DEAN HELLER

BK0702PG08148
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BID SCHEDULE

Paint Judicial Building

BID ITEM	DESCRIPTION	UNIT PRICE
1.	Main building, north side (back side)	\$5,715.00
2.	Main building, west side (sally port)	\$6,540.00
3.	Main building, south side	\$5,465.00
4.	Main building, east side	\$5,905.00
5.	Main building, windows	\$7,010.00
6.	Main building, doors	\$2,550.00
7.	Out building, Search and Rescue	\$ 400.00
8.	Out building, shed	\$ 280.00
9.	Out building, stucco and block	\$1,085.00

TOTAL OF BID ITEMS 1 THROUGH 9 (numbers) \$34,950.00

(words) Thirty four thousand nine hundred fifty dollars.

Brand of paint products to be used Kelly-Moore.

<u>Specified Product</u>	<u>Substitution Product</u>
1) Primer: Fuller O'Brien exterior Alkyd wood primer FOB220-23	1) Kelly-Moore 255 Stain-resistant Acrylic primer.
2) Finish Coats: Fuller O'Brien Weatherking II exterior Lo-Lustre FOB668-XX.	2) Kelly-Moore 1245 Acry-Velvet Acrylic low sheen.

NOTE: Please see attached specifications for the Kelly-Moore products.

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 on this form or a written reply on this form 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

"NONE"

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 Offices in Minden Inn. 1,500 square feet.

Interior repaint. Completed 12/20/01

2) Carson City Juvenile Justice Center Expansion. Interior & exterior painting. Currently working on this project.

Contact: Eric Robinson Construction.

3) Douglas County Offices in Minden on the 2nd & 3rd floors.

Painting doors, jambs, & banisters. Completed: 01/19/02

4) Douglas County Minden Inn. Currently working on this project.

Painting of jambs for 52 doorways on 2nd & 3rd floors.

EXPERIENCE

Cont'd

List the licensed categories of work that your company normally performs with its own workforce. Painting, roof & floor coatings.

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.)

Has your firm had a contract partially or completely terminated for default (cause) within the past five years? No X Yes ___ (If yes, please provide details.)

Has your firm been found non-responsive or non-responsible on a government bid within the last five years? No X Yes ___ (If yes, please provide details.)

SPECIFICATIONS

Exterior painting of the Douglas County Judicial Building, Minden, Nevada

Scope: Entire exterior of judicial building must be prepared for long lasting paint application, to provide up to twenty-year warranty. All substrates must be repaired and properly prepared, then prime coat and topcoat must be applied.

Contents:

Specifications:

Main Building: North Side (Back Side)

Main Building: West Side (Sally Port)

Main Building: South Side (Facing Hwy 395)

Main Building: East Side (Facing Buckeye)

Main Building: Windows

Main Building: Doors

Out Building: Search and Rescue

Out Building: Shed

Out Building: Stucco and Block

Detailed description of process.

Paint products to be Fuller O'Brien, Pittsburg or equal and stated in the bid

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1. Specification: Main Building North Side (Back Entrance)
Fuller O'Brien WEATHERKING II Low Lustre for exterior use.

Selected By:

Location: Exterior, previously painted, fairly good condition surface.

Exposure: Normal. Appearance: Paint - Satin. Vehicle: Water Based. Quality: First Line

Substrate Preparation:

Existing painted surfaces: Remove loose and peeling paint. Wire brush areas that have been reduced to uncovered block. Clean entire surface prior to painting with pressure washer. Patch areas that fall below surface with concrete patch, or block filler for smaller impressions. Caulk any fracture line cracks or joints around trim, or down mortar lines.

Patching: Concrete - Custom Concrete patch or
Perma Patch 100

Caulking: All areas - VIP 5710 Elastomeric Caulk or equal.

Aluminum Surfaces: Remove all corrosion by steam or high pressure water. Remove oxidization by acid etching and solvent washing. Apply specified primer as soon as surface is completely dry. Caulk any open joints with VIP 5710 Elastomeric Caulking.

Concrete and Masonry Surfaces: Remove dirt, stains, loose mortar, scale, and salts. Remove oil and grease with Trisodium Phosphate, rinse with clean water and allow to dry. Use concrete patch to repair areas that have deteriorated below surface level, using Custom Concrete Patch or Perma Patch 100 Elastomeric patching compound.

Coating System:

1 coat of undercoat: Fuller O'Brien Exterior
Alkyd Wood Primer FOB220-23

Dry Film Thickness: 2.4 Spreading Rate: 300 square feet

Recoat: 24hr

2 coats of finish: Fuller O'Brien Weatherking II
Exterior Lo-Lustre FOB668-xx

Dry Film Thickness: 2.2 Spreading rate: 300 square feet

Recoat: 2hr

1 coat of undercoat: Pittsburgh Exterior Speedhide
Alkyd Wood Primer 6-9

Dry Film Thickness: 1.8 - 2.3 Spreading Rate: 300 square feet

Recoat: 24hr

2 coats finish: Pittsburgh Sun Proof
Exterior Latex Lo-lustre 76-110

Dry Film Thickness: 1.1-1.3 Spreading Rate: 300 square feet

Recoat: 4hr

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Notes: Block on North side in fairly good condition. However, some block has been damaged and taken below substrate surface level. Will need to be patched, using a concrete patch, or block filler for very shallow areas (see above patching compounds), with wire brushing to remove old scale particles and paint. Area over overhead door has block literally broken away and should also be patched using Custom Concrete Patch. North side of building does not have excessive water damage on lower half, but in areas where water damage has affected paint, the primer recommended above will be sufficient; however, sprinkler system should be diverted in future use to avoid contact with the building, allowing the new coating to weather better.

Roof edging also needs to be cleaned prepared for painting (see metal preparation specification above) and then will need priming with an oil base primer and top coat specified above.

Metal Primers: Zerhung Z-Prime Plus Oil Based or
X-I-M 400W Oil Based

Trash storage area has gouges in wooden doors. These may be able to be patched, using high quality exterior wood filler, such as Elmer's Carpenter's Wood Filler. If not able to be patched, doors may need replacing.

2. Specification: Main Building, West Side (Sally Port)
Fuller O'Brien WEATHERKING II Low Lustre for exterior use.

Selected by:

Location: Exterior - previously painted, fair condition surface.

Exposure: Normal. Appearance: Paint - Satin. Vehicle: Water Based

Quality: First Line.

Substrate Preparation:

Existing painted surfaces: Remove loose and peeling paint. Wire brush areas that have been reduced to uncovered block. Clean entire surface prior to painting with pressure washer. Patch areas that fall below surface with concrete patch, or elastomeric compound. Caulk any open joints that could be damaged by exposure, using VIP 5710 Elastomeric Caulking.

Recommended Patching Compound:

Custom Concrete Patch or
Perma Patch 100 or
Dap Crackshot

Aluminum Surfaces: Remove all corrosion by steam or high pressure water. Remove oxidization by acid etching and solvent washing. Apply specified primer as soon as surface is completely dry.

Concrete and Masonry Surfaces: Remove dirt, stains, loose mortar, scale, and salts. Remove oil and grease with Trisodium Phosphate, rinse with clean water and allow to dry. Use concrete patch and patching compounds listed above to repair areas that have deteriorated below surface level.

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Coating System:

1 coat of undercoat: Fuller O'Brien Exterior

Alkyd Wood Primer FOB220-23

Dry Film Thickness: 2.4 Spreading Rate: 300 square feet

Recoat: 24hr

2 coats of finish: Fuller O'Brien Weatherking II

Exterior Lo-Lustre FOB668-xx

Dry Film Thickness: 2.2 Spreading rate: 300 square feet

Recoat: 2hr

1 coat of undercoat: Pittsburgh Exterior Speedhide

Alkyd Wood Primer 6-9

Dry Film Thickness: 1.8 - 2.3 Spreading Rate: 300 square feet

Recoat: 24hr

2 coats finish: Pittsburgh Sun Proof

Exterior Latex Lo-lustre 76-110

Dry Film Thickness: 1.1-1.3 Spreading Rate: 300 square feet

Recoat: 4hr

Notes: Substrate's old covering peeling in some areas, block actually chipped or missing in areas - will need to be patched using a concrete patch in some areas, and an elastomeric compound in others, particularly near front of building. Small drilled holes need patching also, approx. 1/2" diameter. For filling small holes, use concrete patching compound. Edge where roofing meets block may need to be caulked to create new seal using VIP 5710 caulking. Roof edging also in need of priming and painting, using high quality oil base primer made for metal.

Metal Primers: Z-Prime Plus Oil Based Primer or
X-I-M 400W Oil Based Primer

The Sally Port only has the upper area above chain link to be painted, follow specification for exterior painted surfaces, and concrete surfaces, listed above.

Any water damage from sprinklers will be covered when using the oil based primer, but the sprinklers should be diverted to avoid future water damage.

3. Specification: Main Building, South Side (Facing HWY 395)

Fuller O'Brien WEATHERKING II Low Lustre for exterior use.

Selected by:

Location: Exterior - previously painted, fair condition surface.

Exposure: Normal. Appearance: Paint - Satin. Vehicle: Water Based

Quality: First Line.

Substrate Preparation:

Existing painted surfaces: Remove loose and peeling paint. Wire brush areas that have been reduced to uncovered block. Clean entire surface prior to painting with pressure

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washer. Patch areas that fall below surface with concrete patch, or elastomeric compound. Caulk any open joints that could be damaged by exposure, using VIP 5710 Elastomeric Caulking.

Recommended Patching Compound:

Custom Concrete Patch or
Perma Patch 100 or
Dap Crackshot

Aluminum Surfaces: Remove all corrosion by steam or high pressure water. Remove oxidization by acid etching and solvent washing. Apply specified primer as soon as surface is completely dry.

Concrete and Masonry Surfaces: Remove dirt, stains, loose mortar, scale, and salts. Remove oil and grease with Trisodium Phosphate, rinse with clean water and allow to dry. Use concrete patch and patching compounds listed above to repair areas that have deteriorated below surface level.

Coating System:

1 coat of undercoat: Fuller O'Brien Exterior
Alkyd Wood Primer FOB220-23
Dry Film Thickness: 2.4 Spreading Rate: 300 square feet

2 coats of finish: Fuller O'Brien Weatherking II
Exterior Lo-Lustre FOB668-xx
Dry Film Thickness: 2.2 Spreading rate: 300 square feet

1 coat of undercoat: Pittsburgh Exterior Speedhide
Alkyd Wood Primer 6-9
Dry Film Thickness: 1.8 - 2.3 Spreading Rate: 300 square feet
Recoat: 24hr

2 coats finish: Pittsburgh Sun Proof
Exterior Latex Lo-lustre 76-110
Dry Film Thickness: 1.1-1.3 Spreading Rate: 300 square feet
Recoat: 4hr

Notes: Substrate's old covering is peeling in some areas and will need to be patched as listed above. Small drilled holes will need patching also, using the same concrete patch. Areas that have water damage due to sprinklers will be covered using the oil based primer, but sprinklers should be diverted to avoid future damage. Rood edging may need to be resealed using VIP 5710 Caulking, and then cleaned (See above specification for metal preparation). Then Primer with an oil based metal primer, and topcoat as above.
Metal Primer: Zerhung Z-Prime Plus Oil Based or
X-I-M 400W Oil Based

Concrete bench in front will need a clear sealer over the top concrete portion:
PreservaCrete Clear Concrete Sealer or
Simpson Agriseal Concrete Sealer

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Block support for bench will also need patching, using recommended compounds listed above prior to priming and painting.

4. Specification: Main Building, East Side (Facing Buckeye)

Filler O'Brien WEATHERKING II Low Lustre for exterior use.

Selected by:

Location: Exterior - previously painted, fair condition surface.

Exposure: Normal. Appearance: Paint - Satin. Vehicle: Water Based

Quality: First Line.

Substrate Preparation:

Existing painted surfaces: Remove loose and peeling paint. Wire brush areas that have been reduced to uncovered block. Clean entire surface prior to painting with pressure washer. Patch areas that fall below surface with concrete patch, or elastomeric compound. Caulk any open joints that could be damaged by exposure, using VIP 5710 Elastomeric Caulking.

Recommended Patching Compound:

Custom Concrete Patch or

Perma Patch 100 or

Dap Crackshot

Aluminum Surfaces: Remove all corrosion by steam or high pressure water. Remove oxidization by acid etching and solvent washing. Apply specified primer as soon as surface is completely dry.

Concrete and Masonry Surfaces: Remove dirt, stains, loose mortar, scale, and salts. Remove oil and grease with Trisodium Phosphate, rinse with clean water and allow to dry. Use concrete patch and patching compounds listed above to repair areas that have deteriorated below surface level.

Coating System:

1 coat of undercoat: Fuller O'Brien Exterior

Alkyd Wood Primer FOB220-23

Dry Film Thickness: 2.4 Spreading Rate: 300 square feet

2 coats of finish: Fuller O'Brien Weatherking II

Exterior Lo-Lustre FOB668-xx

Dry Film Thickness: 2.2 Spreading rate: 300 square feet

1 coat of undercoat: Pittsburgh Exterior Speedhide

Alkyd Wood Primer 6-9

Dry Film Thickness: 1.8 - 2.3 Spreading Rate: 300 square feet

Recoat: 24hr

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2 coats finish: Pittsburgh Sun Proof
Exterior Latex Lo-lustre 76-110
Dry Film Thickness: 1.1-1.3 Spreading Rate: 300 square feet
Recoat: 4hr

Notes: Windows have some cracks that lead down into current coating system. These will need to be wire brushed to remove loose particles, and if concrete underneath is damaged, should be patched with above stated compounds. Water damage caused by sprinklers will be rectified with the oil based primer, but sprinklers should be diverted to avoid future damage. Roof edging may need to be sealed using VIP 5710 Elastomeric Caulking, and then cleaned (see above specification for metal preparation). Should then be primed using an oil based primer, then top coated as stated above.

Metal Primer: Zerhung Z-Prime Plus or
X-I-M 400W Oil Based

5. Specification: Main Building, Windows and Casings.
Fuller O'Brien WEATHERKING II Low Lustre for exterior use.

Selected by:

Location: Exterior - previously painted, fair condition surface.

Exposure: Normal. Appearance: Paint - Satin. Vehicle: Water Based

Quality: First Line.

Substrate Preparation:

Existing painted surfaces: Remove loose and peeling paint. Wire brush areas that have been reduced to uncovered block. Clean entire surface prior to painting with pressure washer. Patch areas that fall below surface with concrete patch, or elastomeric compound. Caulk any open joints that could be damaged by exposure, using VIP 5710 Elastomeric Caulking.

Recommended Patching Compound:

Custom Concrete Patch or
Perma Patch 100 or
Dap Crackshot

Aluminum Surfaces: Remove all corrosion by steam or high pressure water. Remove oxidization by acid etching and solvent washing. Apply specified primer as soon as surface is completely dry.

Concrete and Masonry Surfaces: Remove dirt, stains, loose mortar, scale, and salts. Remove oil and grease with Trisodium Phosphate, rinse with clean water and allow to dry. Use concrete patch and patching compounds listed above to repair areas that have deteriorated below surface level.

Coating System:

1 coat of undercoat: Fuller O'Brien Exterior
Alkyd Wood Primer FOB220-23

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Dry Film Thickness: 2.4 Spreading Rate: 300 square feet

2 coats of finish: Fuller O'Brien Weatherking II

Exterior Lo-Lustre FOB668-xx

Dry Film Thickness: 2.2 Spreading rate: 300 square feet

1 coat of undercoat: Pittsburgh Exterior Speedhide

Alkyd Wood Primer 6-9

Dry Film Thickness: 1.8 - 2.3 Spreading Rate: 300 square feet

Recoat: 24hr

2 coats finish: Pittsburgh Sun Proof

Exterior Latex Lo-lustre 76-110

Dry Film Thickness: 1.1-1.3 Spreading Rate: 300 square feet

Recoat: 4hr

Notes: All windows need to have old caulking removed, then replaced with VIP 5710 Elastomeric Caulking. Upper windows have no water damage, however lower windows, particularly on the East and North Sides, have severe water damage, where block has actually disintegrated. Badly damaged block will need to be patched, using a strong concrete patch. Scrape away all failed coating matter, and prime and paint as recommended above.

6. Specification: Main Building, Doors.

Fuller O'Brien WEATHERKING II Semi Gloss for exterior use.

Selected by:

Location: Exterior - previously painted, fair condition surface.

Exposure: Normal. Appearance: Paint - Satin. Vehicle: Water Based

Quality: First Line.

Substrate Preparation:

Existing painted surfaces: Remove loose and peeling paint. Wire brush areas that have been reduced to uncovered block. Clean entire surface prior to painting with pressure washer. Patch areas that fall below surface with concrete patch, or elastomeric compound. Caulk any open joints that could be damaged by exposure, using VIP 5710 Elastomeric Caulking.

Recommended Patching Compound:

Custom Concrete Patch or

Perma Patch 100 or

Dap Crackshot

Aluminum Surfaces: Remove all corrosion by steam or high pressure water. Remove oxidization by acid etching and solvent washing. Apply specified primer as soon as surface is completely dry.

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Concrete and Masonry Surfaces: Remove dirt, stains, loose mortar, scale, and salts. Remove oil and grease with Trisodium Phosphate, rinse with clean water and allow to dry. Use concrete patch and patching compounds listed above to repair areas that have deteriorated below surface level.

Coating System:

1 coat of undercoat: Fuller O'Brien Exterior

Alkyd Wood Primer FOB220-23

Dry Film Thickness: 2.4 Spreading Rate: 300 square feet

2 coats of finish: Fuller O'Brien Weatherking II

Exterior Semi Gloss FOB664-xx

Dry Film Thickness: 2.2 Spreading rate: 300 square feet

1 coat of undercoat: Pittsburgh Exterior Speedhide

Alkyd Wood Primer 6-9

Dry Film Thickness: 1.8 - 2.3 Spreading Rate: 300 square feet

Recoat: 24hr

2 coats finish: Pittsburgh Sun Proof

Exterior Latex Semi Gloss 76-811

Dry Film Thickness: 1.1-1.3 Spreading Rate: 300 square feet

Recoat: 4hr

Notes: All metal doors are in fair condition. They will need to be cleaned and prepared by metal specifications listed above. Then primed and top coated as listed above. Door casing should have new caulking, using VIP 5710 Elastomeric Caulking.

7. Specification: Out Building, Search and Rescue.

Fuller O'Brien WEATHERKING II Low lustre for exterior use.

Selected by:

Location: Exterior - previously painted, fair condition surface.

Exposure: Normal. Appearance: Paint - Satin. Vehicle: Water Based

Quality: First Line.

Substrate Preparation:

Existing painted surfaces: Remove loose and peeling paint. Wire brush areas that have been reduced to uncovered block. Clean entire surface prior to painting with pressure washer. Patch areas that fall below surface with concrete patch, or elastomeric compound. Caulk any open joints that could be damaged by exposure, using VIP 5710 Elastomeric Caulking.

Recommended Patching Compound:

Custom Concrete Patch or

Perma Patch 100 or

Dap Crackshot

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Aluminum Surfaces: Remove all corrosion by steam or high pressure water. Remove oxidization by acid etching and solvent washing. Apply specified primer as soon as surface is completely dry.

Concrete and Masonry Surfaces: Remove dirt, stains, loose mortar, scale, and salts. Remove oil and grease with Trisodium Phosphate, rinse with clean water and allow to dry. Use concrete patch and patching compounds listed above to repair areas that have deteriorated below surface level.

Coating System:

1 coat of undercoat: Fuller O'Brien Exterior
Alkyd Wood Primer FOB220-23
Dry Film Thickness: 2.4 Spreading Rate: 300 square feet

2 coats of finish: Fuller O'Brien Weatherking II
Exterior Lo-Lustre FOB668-xx
Dry Film Thickness: 2.2 Spreading rate: 300 square feet

1 coat of undercoat: Pittsburgh Exterior Speedhide
Alkyd Wood Primer 6-9
Dry Film Thickness: 1.8 - 2.3 Spreading Rate: 300 square feet
Recoat: 24hr

2 coats finish: Pittsburgh Sun Proof
Exterior Latex Lo-lustre 76-110
Dry Film Thickness: 1.1-1.3 Spreading Rate: 300 square feet
Recoat: 4hr

Notes: Holes have been knocked through siding, ranging in size, and will need to be patched, either using an elastomeric patching compound, or exterior wood filler. Some trim is in need of repair and patching, using same as above, or may need to be replaced all together. Caulking could be placed in trim joints.

8. Specification: Out building, Shed.

Fuller O'Brien WEATHERKING II Low Lustre for exterior use.

Selected by:

Location: Exterior - previously painted, fair condition surface.

Exposure: Normal. Appearance: Paint - Satin. Vehicle: Water Based

Quality: First Line.

Substrate Preparation:

Existing painted surfaces: Remove loose and peeling paint. Wire brush areas that have been reduced to uncovered block. Clean entire surface prior to painting with pressure washer. Patch areas that fall below surface with concrete patch, or elastomeric compound. Caulk any open joints that could be damaged by exposure, using VIP 5710 Elastomeric Caulking.

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Recommended Patching Compound:

Custom Concrete Patch or
Perma Patch 100 or
Dap Crackshot

Aluminum Surfaces: Remove all corrosion by steam or high pressure water. Remove oxidization by acid etching and solvent washing. Apply specified primer as soon as surface is completely dry.

Concrete and Masonry Surfaces: Remove dirt, stains, loose mortar, scale, and salts. Remove oil and grease with Trisodium Phosphate, rinse with clean water and allow to dry. Use concrete patch and patching compounds listed above to repair areas that have deteriorated below surface level.

Coating System:

1 coat of undercoat: Fuller O'Brien Exterior
Alkyd Wood Primer FOB220-23

Dry Film Thickness: 2.4 Spreading Rate: 300 square feet

2 coats of finish: Fuller O'Brien Weatherking II
Exterior Lo-Lustre FOB668-xx

Dry Film Thickness: 2.2 Spreading rate: 300 square feet

1 coat of undercoat: Pittsburgh Exterior Speedhide
Alkyd Wood Primer 6-9

Dry Film Thickness: 1.8 - 2.3 Spreading Rate: 300 square feet

Recoat: 24hr

2 coats finish: Pittsburgh Sun Proof
Exterior Latex Lo-lustre 76-110

Dry Film Thickness: 1.1-1.3 Spreading Rate: 300 square feet

Recoat: 4hr

Notes: Shed is in good condition over all and just needs to be repaired as specified above. Trim joints could be sealed, if needed.

9. Specification: Out Building, Stucco and block.

Fuller O'Brien WEATHERKING II Low Lustre for exterior use.

Selected by:

Location: Exterior - previously painted, fair condition surface.

Exposure: Normal. **Appearance:** Paint - Satin. **Vehicle:** Water Based

Quality: First Line.

Substrate Preparation:

Existing painted surfaces: Remove loose and peeling paint. Wire brush areas that have been reduced to uncovered block. Clean entire surface prior to painting with pressure

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washer. Patch areas that fall below surface with concrete patch, or elastomeric compound. Caulk any open joints that could be damaged by exposure, using VIP 5710 Elastomeric Caulking.

Recommended Patching Compound:

Custom Concrete Patch or
Perma Patch 100 or
Dap Crackshot

Aluminum Surfaces: Remove all corrosion by steam or high pressure water. Remove oxidization by acid etching and solvent washing. Apply specified primer as soon as surface is completely dry.

Concrete and Masonry Surfaces: Remove dirt, stains, loose mortar, scale, and salts. Remove oil and grease with Trisodium Phosphate, rinse with clean water and allow to dry. Use concrete patch and patching compounds listed above to repair areas that have deteriorated below surface level.

Coating System:

1 coat of undercoat: Fuller O'Brien Exterior
Alkyd Wood Primer FOB220-23

Dry Film Thickness: 2.4 Spreading Rate: 300 square feet

2 coats of finish: Fuller O'Brien Weatherking II

Exterior Lo-Lustre FOB668-xx

Dry Film Thickness: 2.2 Spreading rate: 300 square feet

1 coat of undercoat: Pittsburgh Exterior Speedhide

Alkyd Wood Primer 6-9

Dry Film Thickness: 1.8 - 2.3 Spreading Rate: 300 square feet

Recoat: 24hr

2 coats finish: Pittsburgh Sun Proof

Exterior Latex Lo-lustre 76-110

Dry Film Thickness: 1.1-1.3 Spreading Rate: 300 square feet

Recoat: 4hr

Notes: Stucco at top portion of building has been broken in some areas clear through to the mesh. These will need patching with Custom Stucco Patch, before priming and painting. Block itself is in fairly good condition. Roof Edging needs to be cleaned as specified above, before priming with an oil based primer, and follow with top coat listed above.

Metal Primers: Zerhung Z-Prime Plus Oil Based or
X-I-M 400W Oil Based.

10. Surfaces not to be painted: All aluminum, brass, bronze, stainless steel, and chrome plated steel. Code required labels such as UL and FM. All name plates, equipment identification.

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11. Job conditions: Do not apply paint when there is visible frost or moisture. Do not apply materials within 24 hours of damp conditions. Do not apply in temperatures where air or surface temperature is below 35 degrees F.

12. Quality Assurance: The contractor shall comply with the manufacturer's requirements for paint specifications of the paint to be used.

13. Execution:

A) Delivery: Materials shall be delivered in unopened containers that bear the manufacturer's label and description of contents and application instructions.

B) Storing: Store materials and equipment only in areas approved by engineer, or supervising agent. Maintain such areas in a clean and orderly fashion. Deposit rags and waste materials in metal containers equipped with tight lids. Remove refuse daily.

C) Mixing: All materials shall arrive on scene already mixed and ready to apply. Do not adulterate paint. Reduce paint only as manufacturer states.

14. Workmanship:

A) Protection: Provide and use ventilation equipment, respirators for workers. Equipment such as scaffolding and ladders shall be placed in areas so that interference with the building's business is not affected.

B) Preparation: All surfaces shall be clean, dry, and in condition to receive new coating. See preparation requirements listed herein. Cleaning and painting shall be programmed so that dust or overspray will not damage adjacent surfaces.

Apply no paint until all finished items have been removed and or masked properly. Mask all glass surfaces, metal surfaces.

C) Application: Materials shall be applied with in strict accordance to manufacturer's specifications, without runs, sags, brush marks, visible paint laps, or "holidays".

Paint may be applied by brush, roller, or spray in all areas only when equipment and all adjacent work have been thoroughly protected. Coverage of each applied coat must be sufficient to conceal the color of the previous coat. Costs of extra coats, due to improper application or preparation, shall be at the expense of the contractor.

D) Each coat shall be allowed to dry the specified amount of time before re-coating or topcoating.

E) Paint all surfaces and edges of doors, including top and bottom.

F) After all painting has been finished and approved, replace all metal work and items that were originally taken down and clean accordingly.

15. Inspection: All painting except finish coat, shall be inspected and approved before next coat is applied. If this is not done between coats, painting contractor is responsible for recoating expense. Inspection and acceptance shall be performed by owner at the end of the project.

16. Cleaning: Remove paint spots from all flooring or concrete/asphalt, walls, equipment, finish hardware, metals, glass, and other unpainted surfaces.

17. Touch-up and refinishing: Painting contractor shall touch up or refinish all

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previously coated surfaces which are damaged due to original installation, or damages made during painting process.

18. Guarantee: Painting contractor shall guarantee his work against blistering, checking, alligating or other defects attributable to faulty surface preparation or application of product.

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1245 - ACRY-VELVET ACRYLIC LOW SHEEN

Finish Coat for Exterior Wood, Metal, Masonry and Hardboard Surfaces

PRODUCT DESCRIPTION

A high quality low sheen acrylic latex formulated to provide a tough, weather resistant, decorative finish.

TYPICAL USES

Wood siding and trim, metal, concrete, and stucco surfaces.

LIMITATIONS (Not to be construed as all-inclusive)

Do not use on walking surfaces. Not recommended on brushed or abraded plywood or other non-paintable surfaces. Not warranted to prevent cracking or checking of woods, tannic acid stains, or efflorescence.

PRODUCT CHARACTERISTICS

SPREADING RATE: 200 to 400 sq. ft. per gallon, depending on method of application, porosity, and texture of surface.

DRY FILM THICKNESS: 1.5 mils per coat.

SOLIDS: Approximately 40% by volume.

DRYING TIME (AT 75° F. and 50% R.H.): To touch: 1/2 hour; to recoat: overnight.

FINISH: Low sheen. 4 - 8 on a 60° gloss meter (will vary depending on substrate and film thickness).

COLOR RANGE: White, standard colors and custom colors.

SIZES: Five gallon pails and one gallon cans.

SURFACE PREPARATION

GENERAL: All surfaces must be cured, firm, dry and cleaned free of dust, dirt, oil, grease, wax, chalky or loose paint, rust, loose mill scale, bond breakers and curing compounds, efflorescence, asphalt (or tannic acid) stains, mildew or any other contamination or condition that would adversely affect the performance of the coating. Etch glossy, glazed or dense surfaces. Fill holes and surface irregularities with a suitable patching compound to match surface profile.

NEW SURFACES: 1245 Acry-Velvet Acrylic Low Sheen is self-priming when used over rough surfaced, non-staining woods. Prime smooth surfaced woods, staining woods, and other surfaces with a suitable Kelly-Moore primer.

PREVIOUSLY PAINTED SURFACES: Spot prime bare or patched areas or prime entire surface with suitable Kelly-Moore primer as required.

SPECIFICATIONS

PRIMERS:

- Rough Surfaced Non-Staining Wood: 1245 Acry-Velvet Acrylic Low Sheen
 - Smooth Wood and Staining Woods: 255 Stain Resistant Acrylic Primer or 220 Exterior Primer
 - Masonry: 247 Chem-Guard Acrylic Masonry Primer
 - Metal (Ferrous): 1710 Kel-Guard Red Iron Primer
 - Metal (Galvanized): 1722 Kel-Guard Galvanized Iron Primer
- FINISH COAT:** 1245 Acry-Velvet Acrylic Low Sheen

PRODUCT HANDLING

APPLICATION: Brush, roller, or spray. Avoid lap marks by maintaining a wet edge at all times. Apply in full, even coat.

TEMPERATURE: Do not apply when material, air, and/or surface temperature is below 50° F. or if rain is imminent. **PROTECT FROM FREEZING.**

THINNING: Apply at can consistency. If thinning is necessary to maintain workability, do not exceed 1/2 pint of water per gallon.

CLEAN-UP: Water.

VOC: 125 GPL (Calculated)

Limited Warranty

The statements made on this bulletin, product label, or by any of our agents concerning this material are given for information only. They are believed to be true and accurate and are intended to provide a guide to approved construction practices and materials. As workmanship, weather, construction equipment, quality of other materials and other variables affecting results are all beyond our control, Kelly-Moore Paint Company, Inc., does not make nor does it authorize any agent or representative to make any warranty of MERCHANTABILITY OR FITNESS for any purpose or any other warranty, guarantee or representation, express or implied, concerning this material except that it conforms to Kelly-Moore's quality control standards. Any liability whatsoever of Kelly Moore Paint Company, Inc. to the buyer or user of this product is limited to the purchaser's cost of the product itself.



255 - STAIN RESISTANT ACRYLIC PRIMER
Prime Coat for New Woods and Interior Surfaces
(Exterior - Interior)

PRODUCT DESCRIPTION

Stain resistant, acrylic primer designed for use on bare wood and a variety of other surfaces. Particularly good for staining type woods such as cedar or redwood. Special pigment and vehicle formulation creates a **BARRIER FILM** which chemically absorbs and helps lock in tannic acid and other stains.

TYPICAL USES

Bare wood surfaces (particularly redwood and cedar). For sealing interior stains such as pencil, pen, marker, smoke and stains from food and drinks.

LIMITATIONS (Not to be construed as all-inclusive)

More than one coat may be necessary on severe stains. **IMPORTANT:** This is a water thinned product and, as such, cures by the evaporation of water. The presence of dampness and/or humidity will keep the newly applied film from curing fully and water soluble stains will remain active. For optimum performance this product must have good drying conditions.

PRODUCT CHARACTERISTICS

SPREADING RATE: 250-400 sq. ft. per gallon, depending on method of application, porosity, and texture of surface.

DRY FILM THICKNESS: 1.6 mils per coat.

SOLIDS: Approximately 40% by volume.

DRYING TIME (at 75° and 50% R. H.): To touch: 1 hour; to recoat: 2 hours. For effective control of extractive staining of wood, overnight dry is recommended.

FINISH: Low sheen.

COLOR RANGE: White, may be tinted with up to 4 ounces of colorant per gallon. For best stain blocking performance, do not tint.

SIZES: Five gallon pails, one gallon cans, and quarts.

SURFACE PREPARATION

GENERAL: All surfaces must be cured, firm, dry, and cleaned free of dust, dirt, oil, grease, wax, pitch, sap resin, chalky or loose paint, mildew or any other contamination or condition that would adversely affect the performance of the coating. Etch glossy, glazed, or dense surfaces. Fill holes and surface irregularities with a suitable patching compound to match surface profile.

PREVIOUSLY PAINTED SURFACES: Spot prime bare, patched or stain bleed spots or prime entire surface as required with 255 Stain Resistant Acrylic Primer.

SPECIFICATIONS

PRIMERS:

- Wood: 255 Stain Resistant Acrylic Primer. (Severe staining conditions will require additional coats.)
- Interior Surfaces: Cover stained areas with 255 Stain Resistant Acrylic Primer.

FINISH COATS:

See Kelly-Moore Systems Chart for particular substrate.

PRODUCT HANDLING

APPLICATION: Brush, roller, or spray. Apply an even, full coat.

TEMPERATURE: Do not apply when material, air, and/or surface temperature is below 50° F. or if rain is imminent within six hours. **PROTECT FROM FREEZING.**

THINNING: Apply at can consistency. If thinning is necessary to maintain workability, do not exceed one-half pint water per gallon.

CLEAN-UP: Water.

VOC: 140 GPL (calculated)

Limited Warranty

The statements made on this bulletin, product label, or by any of our agents concerning this material are given for information only. They are believed to be true and accurate and are intended to provide a guide to approved construction practices and materials. As workmanship, weather, construction equipment, quality of other materials and other variables affecting results are all beyond our control, Kelly-Moore Paint Company, Inc., does not make nor does it authorize any agent or representative to make any warranty of **MERCHANTABILITY OR FITNESS** for any purpose or any other warranty, guarantee or representation, express or implied, concerning this material except that it conforms to Kelly-Moore's quality control standards. Any liability whatsoever of Kelly-Moore Paint Company, Inc. to the buyer or user of this product is limited to the purchaser's cost of the product itself.

REQUESTED BY
DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2002 JUL 25 PM 12: 28

LINDA SLATER
RECORDER

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BK 0702 PG 08171

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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:

July 25 2002

B. Reed Clerk of the 9th Judicial District Court of the State of Nevada, In and for the County of Douglas.

By

Carol Mullock

Deputy

SEAL

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