

**OFFICIAL RECORD**

Requested By:  
D C/E F F P D

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 12 Fee: 0.00  
BK-0206 PG- 4688 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: FEBRUARY 15, 2006

Recording Requested By:

Name: LISA OWEN, EFPD

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2006.041  
(Title of Document)

FILED

2006.041  
2006 FEB 15 AM 8:13

**INVITATION & BID  
& CONTRACT**  
EAST FORK FIRE AND  
PARAMEDIC DISTRICT  
P.O. Box 218  
1594 Esmeralda Street  
Minden, NV 89423  
(775) 782-9040  
(12/03)

Bid #: 05-003EF  
Release Date: 12/23/05  
Dept. East Fork  
Opening Time 2:00 PM  
Opening Date 01/31/06

PAULELLA REED  
CLERK

**SUBMISSION DATE/TIME:**  
Sealed Bids will be accepted until 2:00 PM  
on January 31, 2006  
in the Office of the Douglas Co. Clerk  
1594 Esmeralda Street  
Room 105  
Minden, NV, 89423,

For further information contact:

Tod F. Carlini, District Fire Chief  
782-9048  
Project Administrator

Gordon Aloiau, A.I.A  
775.324.6811  
Project Architect

Donald Smit, Project One  
775.882-2753  
Project Manager

Copies of the bid may be obtained at the East Fork Fire and Paramedic Districts Office located at 1594 Esmeralda Street between the hours of 8:00 A.M. and 3:00 P.M. Bid documents can be mailed for a postage fee of \$ 25.00

East Fork Fire and Paramedic Districts is accepting sealed bids for: The construction of a 3,600 square foot addition to Fire Station 4 in the Topaz Ranch Estates area.

The Prevailing Wage Rate as established by the State Labor Commission shall be paid on projects of \$100,000 or more. The State Labor Commissioner has assigned Public Works Project Number DO-2006-144 to this project. **Note any requirements to pay Zone Rates as part of the prevailing wage.**

In addition to the TERMS AND CONDITIONS OF THE INVITATION AND BID, the bid is to be submitted in accordance with any and all attached INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND CONDITIONS. The bid must be submitted on the original bid forms IBC-1 through IBC-9 and BF-1 through BF-9 in one complete copy.

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

A mandatory pre-bid conference will be held **10: a.m. Wednesday, January 11, 2006**  
**CAUTION:** Note requirement for a reply on page BF-7; either a list or a negative response

Firm Name: Christman Construction Inc.  
Address: P.O. Box 2226  
City: Sparks  
State: Nevada  
Telephone: 356-7283  
Delivery will be completed in \_\_\_\_\_  
Calendar days A.R.O. \_\_\_\_\_  
Terms \_\_\_\_\_ % \_\_\_\_\_ Days

Zip Code: 89432  
Area Code: 775

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   
Print name S.D. CHRISTMAN  
Print title MANAGER, CHRISTMAN CONSTRUCTION INC.

This document must be signed above when submitting your bid. The absence of a signature will render your bid non-responsive.

PRODUCT LITERATURE AND SPECIFICATIONS MUST BE SUBMITTED AS REQUIRED  
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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR .

Address for giving notices to Owner:

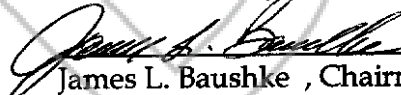
East Fork Fire and Paramedic Districts  
P.O. Box 218  
Minden, NV 89423

Address for giving notices to Contractor:

Jim Christman Construction Inc.  
P.O. Box 2226  
Sparks, Nevada 89432  
NV License No. : B-2 34642  
Agent for service of process:  
Jim Christman

This Agreement will be effective on February 13, 2006.

DOUGLAS COUNTY / EAST FORK FIRE AND PARAMEDIC DISTRICTS, NEVADA - OWNER

  
James L. Baushke , Chairman  
District Board of Directors

STATE OF NEVADA )

)ss.  
COUNTY OF DOUGLAS )

On the 2nd day of Feb, 2006, Jim Baushke, 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 2-2-06, he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.

  
Barbara J. Reed, Douglas County Clerk


STATE OF NEVADA )

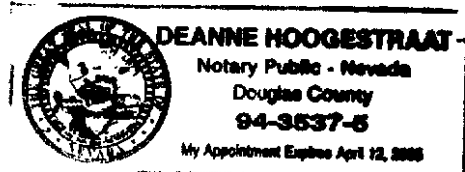
)SS:  
COUNTY OF DOUGLAS )

  
DEPUTY

On this 14th day of February, in the year 2006 before me, DeAnne Hoogestraat / Notary Public, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledge that he (she/they) executed it.

WITNESS my hand and official seal.

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



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**Bid #05-003**

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 prepared by Aloiau Architecture, dated December 27, 2005,. The Work is generally described as follows:

One-story, 3,600 square foot addition and remodel of the existing 4,800 square foot facility and associate civil, site improvements per the construction documents prepared by Aloiau Architecture, dated December 27, 2005 The facility will provide accommodations for 24 hour staffing, a training/community meeting room, volunteer areas, and restroom facilities to meet ADA requirements.

**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:

One-story, 3,600 square foot addition and remodel of the existing 4,800 square foot facility and associate civil, site improvements per the construction documents prepared by Aloiau Architecture, dated December 27, 2005 The facility will provide accommodations for 24 hour staffing, a training/community meeting room, volunteer areas, and restroom facilities to meet ADA requirements.

**ARTICLE 3 - PROJECT DESIGN**

3.01 The Project has been designed by:

*Aloiau Architecture, 3784 Lakeside Drive, Suite 101, Reno, Nevada 89509*

who is hereinafter called Architect. Douglas County / East Fork Fire and Paramedic Districts who is hereinafter called Owner and who is to act as the official representative, assume all duties and responsibilities, and have the rights and authority assigned in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3.02 The scope of this project will be competed per the construction documents prepared by Aloiau Architecture, dated December 27, 2005.

**ARTICLE 4 - CONTRACT TIMES****4.01 *Time of the Essence***

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

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

A. The Work will be substantially completed on or before Thursday, July 20, 2006, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before Friday, August 18, 2006.

OR

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**4.02 *Days to Achieve Substantial Completion and Final Payment***

A. The Work will be substantially completed within 151 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 180 days after the date when the Contract Times commence to run.

**4.03 *Liquidated Damages***

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Fifty dollars (\$250.00)** 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 above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Two Hundred Fifty dollars (\$250.00)** 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:

The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Seven Hundred Seventy Thousand Seven Hundred Twenty Seven and 00/100 Dollars (\$770,727.00).

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**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 OWNER 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 ARCHITECT, 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 OWNER 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 OWNER, and if the character and progress of the Work have been satisfactory to OWNER and ARCHITECT, OWNER, on recommendation of ARCHITECT, 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 OWNER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of Owner'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 ARCHITECT as provided in said paragraph 14.07.

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## 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 OWNER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

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

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

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- 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 OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER 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-9, inclusive);
2. Performance Bond (pages 1 to 3, inclusive);
3. Payment Bonds (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 1 to 54, inclusive, not attached);
6. Supplementary Conditions (pages SC-1 to SC-2, inclusive, not attached);
7. 2006 Prevailing Wage Rates Douglas Co., dated October 1, 2005, (not attached);
8. Specifications as listed in table of contents of the Project Manual (not attached);

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9. Drawings (not attached) consisting of a cover sheet and 39 sheets, inclusive with each sheet bearing the following general title:

A0.1 PROJECT COVER SHEET

C1.1	CIVIL COVER SHEET
C1.2	SITE PLAN
C1.3	SITE PLAN – ALTERNATE 1
A1.1	ARCHITECTURAL SITE PLAN, DETAILS, CONSTRUCTION NOTES
A2.1	DEMOLITION PLAN
A2.2	FOUNDATION PLAN
A2.3	FLOOR PLAN
A2.4	EXITING PLAN
A2.5	MEZZANINE AND ENLARGED PLAN
A2.6	MEZZANINE FRAMING PLANS AND DETAILS
A3.1	EXTERIOR ELEVATIONS
A3.2	EXTERIOR ELEVATIONS
A4.1	BUILDING SECTION AND WALL SECTIONS
A4.2	WALL SECTIONS
A4.3	WALL SECTIONS
A5.1	FINISH SCHEDULE AND INTERIOR ELEVATIONS
A6.1	REFLECTED CEILING PLAN
A7.1	CASEWORK, CASEWORK DETAILS, EQUIPMENT SCHEDULE
A8.1	DOOR AND WINDOW SCHEDULE
SD1	SPECIFICATIONS AND STRUCTURAL DETAILS
SD2	STRUCTURAL DETAILS
SD3	STRUCTURAL DETAILS
MP1.1	MECHANICAL SPECIFICATIONS
MP1.2	MECHANICAL SPECIFICATIONS
MP1.3	MECHANICAL SPECIFICATIONS
M1.1	MECHANICAL PLAN
M2.1	MECHANICAL SCHEDULE AND DETAILS
P1.1	WASTE AND VENT PIPING PLAN
P1.2	WATER AND GAS DISTRIBUTION PLAN
P2.1	PLUMBING SCHEDULE AND DETAILS
FP1.1	FIRE PROTECTION PLAN
E0.1	SYMBOLS, SPECIFICATIONS, LIGHTING DETAIL
E0.2	FIXTURE SCHEDULE AND LIGHTING DETAIL
E0.3	PANEL SCHEDULE AND SINGLE LINE DIAGRAM
E1	ELECTRICAL SITE PLAN
E2	DEMO, EXISTING ELECTRICAL PLAN
E3	LIGHTING FLOOR PLAN
E4	POWER AND SIGNAL FLOOR PLAN

10. Addenda (numbers 1 to 3, inclusive);
11. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed (pages 1 to 1 inclusive, not attached)
  - b. CONTRACTOR's Bid (pages BF-1 to BF-9\_\_\_\_, inclusive, not attached).
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 1 to 1, inclusive, not attached).
12. 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)

13. 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

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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.

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2006 Prevailing Wage Rates  
Douglas County

Date of determination: October 1, 2005

Applicable for public works projects bid/awarded  
October 1, 2005 through September 30, 2006\*

- Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing wage rates in effect at the time of the opening of bids remains in effect for the duration of the project."

2006 Prevailing Wage Rates included in the PROJECT MANUAL

**SEAL**

**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: February 15, 2006  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

