

Assessor's Parcel Number: n/a

Date: December 14, 2006

Recording Requested By:

Name: Carol, Minden Inn Clerk's Office

Address:

City/State/Zip:

Real Property Transfer Tax: \$ n/a

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 27 Fee: 0.00
BK-1206 PG- 5256 RPTT: 0.00



 contract with JW McClenahan 2006.222

(Title of Document)

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

Bid #: 06-2

Release Date: 10/13/06
Page _____
Comm. Ord. # _____
Requisition # _____
Dept. _____
Surety: Yes
Opening Time: 10am
Opening Date: 11/08/06

SUBMISSION DATE/TIME:

**Sealed Bids will be accepted until 10 am
on November 8, 2006
at 1616 8th Street, Minden, NV 89423**

ALL PRICES F.O.B. DESTINATION

For further information contact:

James E. Keenan 782-9051
Purchasing and Contracts Administrator

William S. Peterson, P.E.
826-6333

Copies of the bid may be obtained at Douglas County Comptroller, 1616 8th St, Minden, NV (Nancy) between the hours of 9:00 A.M. and 4:00 P.M.

Douglas County is accepting sealed bids for: Historic Minden Courthouse

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-2007-67 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 approximately 10 days prior to bid, exact date to be determined.

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

Firm Name J. W. McClenahan Co.

Address 1610 Marietta Way

City Sparks

State Nevada Zip Code 89431

Telephone 331-6700 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 *Robert Woosley*
Print name Robert Woosley
Print title Manager

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
IBC-1

2006 DEC 14 AM 11:24
RECEIVED
2006-2007

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:

NV License No. _____

Agent for service of process:

This Agreement will be effective on DECEMBER 6, _____, 2006.

DOUGLAS COUNTY, NEVADA - OWNER

James L. Baushke
JAMES L. BAUSHKE, Chairman
Board of County Commissioners

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

On the 6TH day of DECEMBER, 2006, _____, 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 DECEMBER 6, 2006 he executed the above instrument on behalf of Douglas County, a political subdivision of the State of Nevada.

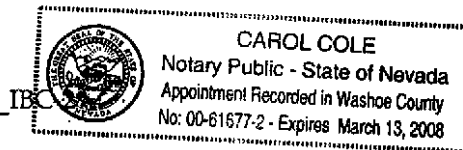
Barbara J. Reed
Barbara J. Reed, Douglas County Clerk
BY: Dianna Hennessey
DIANNA HENNESSEY, DEPUTY CLERK

STATE OF NEVADA)
)ss:
COUNTY OF DOUGLAS)

On this 8TH day of November, in the year 2006 before me, Robert Woosley
Carol Cole / 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.

Carol Cole
Notary's Signature
My Commission Expires: March 13, 2008



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: The project is a ground source heat pump loop involving 40 bore holes of which one is existing with HDPE vertical and horizontal piping to an underground vault, or, as an alternate to inside the building. System is to be piped into the existing penthouse equipment room with new heat pump loop pumps. There will not be any heat pumps installed under this Contract. Work includes controls and demolition. Electrical work is not included in this Contract.

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: Peterson and Associates, Ltd. PO Box 10700, Reno, NV 89510-0700 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.

IBC-3

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 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 100 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

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

ARTICLE 5 - CONTRACT PRICE

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

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

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

IBC-4

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.

IBC-5



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.

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.

IBC-6



BK- 1206
PG- 5262
0690803 Page: 7 Of 27 12/15/2006

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages IBC-1 to IBC-9, inclusive);
2. Performance Bond (pages _____ to _____, inclusive);
3. Payment Bonds (pages ___ to _____, inclusive);
4. Other Bonds (pages _____ to _____, inclusive);
 - a. BID (pages 1 to 2, inclusive);
 - b. _____ (pages ___ to ___, inclusive);
 - c. _____ (pages ___ to ___, inclusive);
5. General Conditions (pages 1 to 52, inclusive, not attached);
6. Supplementary Conditions (page SC-1, 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 M-1 through M-4, inclusive with each sheet bearing the following general title:

IBC-7

9. Addenda (numbers 1 to 3 , inclusive);
10. 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 _____ 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.

IBC-9



BK- 1206
PG- 5265
0690803 Page: 10 Of 27 12/15/2006

BID FORM

PROJECT IDENTIFICATION: Historic Minden Courthouse

CONTRACT IDENTIFICATION AND NUMBER: _____

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>10-16-2006</u>
<u>2</u>	<u>10-31-2006</u>
<u>3</u>	<u>11-06-2006</u>

- B. BIDDER has visited the Site and become extensively knowledgeable of, and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance of the Work.
- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified.
- E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigation, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, and safety precautions and programs incident thereto.

- F. BIDDER is aware of the general nature of work to be performed by DOUGLAS COUNTY and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over DOUGLAS COUNTY.

5.01 The requirements of the Nevada Revised Statutes (NRS) shall apply to this project. The bidder is responsible for compliance with all applicable statutes.

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)

J.W. McClenahan Co.

1610 Marietta Way

Sparks, NV 89431

Attention: Bob Giacoma

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.



J.W. McCLENAHAN CO.



PLUMBING • HEATING • AIR CONDITIONING • INDUSTRIAL PIPING AND FIRE SPRINKLER CONTRACTORS

CALIFORNIA: P.O. BOX 1149
2301 PALM AVENUE
SAN MATEO, CA 94403
TEL: (650) 345-1691
FAX: (650) 345-5681

8540 YOUNGER CREEK DRIVE
SUITE 1
SACRAMENTO, CA 95828
TEL: (916) 387-0303
FAX: (916) 387-0301

NEVADA: 1610 MARIETTA WAY
SPARKS, NEVADA 89431
TEL: (775) 331-6700
FAX: (775) 331-6473

California Contractor License No. 133158

Nevada Contractor License No. 7758

FAX TRANSMISSION

To: Washoe County Public Works Board
Attn: David Solaro

Date: October 18, 2006

Fax #: 775-328-3699

Pages: 2, including this cover sheet

From: T.J. McClenahan

Subject: Liberty Center Chiller and Boiler Replacement Project

COMMENTS:

Letter of confirmation of authority for Robert Woosley. Original will be mailed.

If you have any questions, please call me at 650-345-1691.

cc: Robert Woosley

10/19/06 DATA COLLECTED IN RECEIVED LETTER



0690803

Page: 13 of 27

BK- 1206
PG- 5268
12/15/2006

J. W. McCLENAHAN CO.

PLUMBING AND HEATING CONTRACTORS

2301 PALM AVENUE

SAN MATEO, CALIFORNIA 94403

650-345-1691

CALIFORNIA CONTRACTOR STATE LICENSE NO. 133158

NEVADA CONTRACTOR STATE LICENSE NO. 7738

T.J. McCLENAHAN
PRESIDENT

October 18, 2006

Washoe County Public Works Board
P.O. Box 11130
Reno, NV 89520

Via Fax: 775-328-3699

Attn: David Solaro

Re: **LIBERTY CENTER CHILLER AND BOILER REPLACEMENT
PWP-WA-2007-9 PROJECT**

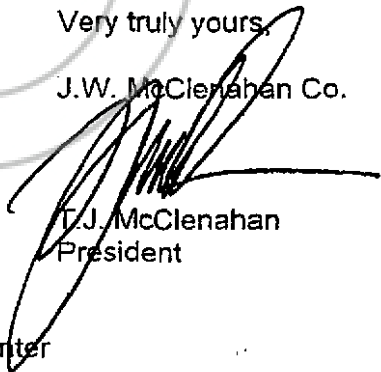
Dear Mr. Solaro

This letter will serve as confirmation of the authority of Mr. Robert Woosley, acting on behalf of J.W. McClenahan Co., to sign bids and procure work from the Washoe County Public Works Board for the Liberty Center Chiller and Boiler Replacement project.

Mr. Woosley is the Branch Manager of J.W. McClenahan Co. located at 1610 Marietta Way, Sparks, NV 89431, and with his position, acts with total authority in business matters pertaining to the responsible actions and authority of J.W. McClenahan Co.

Very truly yours,

J.W. McClenahan Co.



T.J. McClenahan
President

TJM/sl

d:est28:estimating:Washoe County_Liberty Center

cc: Bob Woosley



SUBMITTED on _____, 200_____.

NV State Contractor License No. _____ Class _____

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: J.W. McClenahan Co. (SEAL)
State of Incorporation: California
Type (General Business, Professional, Service, Limited Liability): _____
By: *Robert Woosley*
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Robert Woosley
Title: Manager (Corporate Seal)
Attest: _____
(Signature of Corporate Secretary)

Business Address: 1610 Marietta Way
Sparks, NV 89431
Phone No.: 775-331-6700 Fax No.: 775-331-6473

Date of Qualification to do business is _____ 1940

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).

BF-4



LIST OF SUBCONTRACTORS
(to be submitted with bid)

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

<u>Name</u>	<u>Address of Subcontractor</u>	<u>Portion of Work</u>
Enlink Geoenergy, Services, Inc.	16430 Park Ten Place, Suite 600 Houston, TX 77084	Drilling & UG Piping
Cruz Construction, Inc.	19 Cygnet Drive Mound House, NV 89706	Paving
BCS Controls	8521 White Fir St. Suite C-1A Reno, NV 89523	Controls



BID SCHEDULE

Project Name

BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
1.	Under Ground Work		<u>5</u>	307,142. ⁰⁰
2.	Above Ground Work			84,000. ⁰⁰
3.	Controls			10,000. ⁰⁰
4.				
5.				
6.				
7.				
8.				

TOTAL OF BID ITEMS 1 THROUGH 3 (numbers) \$ 401,142.⁰⁰
(words) FOUR HUNDRED ONE THOUSAND
ONE HUNDRED FORTY TWO DOLLARS

CHECK ONE:

- We qualify and claim the Preferential Bidder Status as specified in NRS 338.1389 or 147, and have attached the appropriate certificate in accordance with the requirements of NRS 338.1389 or 147.
- We do not qualify for the Preferential Bidder Status as specified in NRS 338.1389 or 147.

Contractor: J.W. McClenahan Co.

Authorized Signature: *[Signature]*

BF





NEVADA STATE CONTRACTORS' BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190

SPECIALTY CONTRACTOR'S RESTRICTED CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **SBPC-00-06-15-0003**

J W MCCLENAHAN COMPANY (HEREIN THE "CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **7758** ORIGINAL ISSUE DATE: **07/16/1963** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **C-1 PLUMBING & HEATING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO **WHEN ACTING AS A PRIME CONTRACTOR ON THE SPECIFIC PUBLIC WORKS PROJECT FOR WHICH THIS CERTIFICATE IS SUBMITTED BY THE CONTRACTOR.**

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2006** AND EXPIRES ON **JULY 31, 2007**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

 7-25-06

NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER



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



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.

<u>Subcontractor/Address/NV Lic. No.</u>	<u>Dollar Value and description of work</u>
Enlink Geoenergy	\$250,000
16430 Park Ten Place	Drilling & UG Piping
Suite 600	
Houston, TX Lic. No. 0057894	
Cruz Construction, Inc.	\$50,000
19 Cygnet Drive	Paving
Mound House, NV 89706 Lic. No. 41648A	
BCS Controls	\$10,000
8521 White Fir Street	Controls
Suite C-1A	
Reno, NV 89523 Lic. No. 54993	



EXPERIENCE

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

Jesse Hall School - Completed 8/02/2006-

General - West Coast Contractors-Brian Yohey 775-846-2011



EXPERIENCE

Cont'd

List the licensed categories of work that your company normally performs with its own workforce. Plumbing, HVAC & Mechanical Contractors

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

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

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

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

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



J.W. McCLENAHAN CO.



PLUMBING - HEATING - AIR CONDITIONING - INDUSTRIAL PIPING AND FIRE SPRINKLER CONTRACTORS

CALIFORNIA: P.O. BOX 1149
2301 PALM AVENUE
SAN MATEO, CA 94403
TEL: (650) 345-1691
FAX: (650) 345-5681

8540 YOUNGER CREEK DRIVE
SUITE 1
SACRAMENTO, CA 95828
TEL: (916) 387-0303
FAX: (916) 387-0301

NEVADA: 1610 MARIETTA WAY
SPARKS, NEVADA 89431
TEL: (775) 331-6700
FAX: (775) 331-6473

California Contractor License No. 133158

Nevada Contractor License No. 7758

TRANSMITTAL

TO: J.W. McClenahan Co.
Sparks, NV

DATE: November 7, 2006

ATTN: Bob Giacoma

RE: JOB: Douglas County HVAC

ITEM: Bid Bond

We herewith

transmit
 submit

for your

files
 attention
 approval

the following:

- drawings
- letters
- subcontract
- change order
- submittal(s)
- contract
- Bid Bond

Bob,

Here is the bid bond you requested. If you have any questions, please call.

COMMENTS: Sent Fed Ex

Copy:

File	<input type="checkbox"/>
San Mateo	<input checked="" type="checkbox"/>
Sacramento	<input type="checkbox"/>
Sparks	<input type="checkbox"/>
Architect	<input type="checkbox"/>
Owner	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Subcontractor	<input type="checkbox"/>

J.W. McCLENAHAN CO.

BY Susan Lujan
Susan Lujan
Construction Secretary

JOB NO. _____



BK- 1206
PG- 5278

11/01/2006 09:48 FAX 17753316473

J W McCLENAHAN CO

SAN EST

002

PENAL SUM FORM

BID BOND

BIDDER (Name and Address):

J.W. McCLenahan Company, 2301 Palm Avenue, San Mateo CA, 94403

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

Travelers Casualty and Surety Company of America
One Tower Square 3PB, Hartford CT 06183

DOUGLAS COUNTY (Name and Address):

BID

BID DUE DATE: 11/8/06

PROJECT (Brief Description Including Location):

HVAC

BOND

BOND NUMBER:

DATE: (Not later than Bid Due Date): 11/3/06

PENAL SUM: Five Percent

(Words)

5%

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, Intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause the Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

J.W. McCLenahan Co.

(Seal)

Susan L. Varnell

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature and Title
J.W. McCLenahan, President

By:

Signature and Title
(Attach Power of Attorney)

Attest:

Signature and Title

Attest:

Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, DOUGLAS COUNTY or other party shall be considered plural where applicable.



11/01/2006 09:48 FAX 17753316473

J W MCCLLENAHAN CO

→ SAN EST

003

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to DOUGLAS COUNTY upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by DOUGLAS COUNTY) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. DOUGLAS COUNTY accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by DOUGLAS COUNTY) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by DOUGLAS COUNTY, or
 - 3.3. DOUGLAS COUNTY fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this bond will be due and payable upon default by Bidder and Within 30 calendar days after receipt by Bidder and Surety of written notice of default from DOUGLAS COUNTY, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by DOUGLAS COUNTY and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 217248

Certificate No. 000923022

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Arthur C. Carmichael, Jr., Susan L. Varnell, David McGarry, and Michael P. Carter

of the City of San Jose, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of June, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 19th day of June, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

ACKNOWLEDGMENT

State of California

} SS.

County of Santa Clara

On November 3, 2006, before me Rosario Juarez, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JUSAN L. VARNELL
Name(s) of Signer (s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Rosario Juarez
Signature of Notary Public

Place Notary Seal Above

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: 12-14-06
Breed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy



BK- 1206
PG- 5282