

NEVADA STATE PUBLIC WORKS BOARD  
**OWNER-CONTRACTOR AGREEMENT**

DATED JUN 3 1982  
 THE STATE OF NEVADA, ACTING THROUGH ITS

AND EXECUTED IN three (3) COPIES  
 State Public Works Board  
 1001 North Mountain Street, Suite 3B  
 Ross Building  
 Carson City, Nevada 89710

AS THE OWNER, AND

Costello Painting & Decorating Ltd.  
 5783 Alfred Drive  
 Las Vegas, NV 89108

AS THE CONTRACTOR, DO HEREBY AGREE TO THE FOLLOWING:

ARTICLE 1

PROJECT NAME AND LOCATION	ENCAPSULATION OF CERTAIN ASBESTOS CEILINGS Nevada Girls Training Center Caliente, Nevada Project # 81-7(b)	
ARCHITECT OR ENGINEER	State Public Works Board 1001 North Mountain Street, Suite 3B Ross Building Carson City, Nevada 89710	
CONTRACT DOCUMENTS INCORPORATED	As noted in Article 1 of General Conditions	
CONTRACT TIME	WORKING DAYS: 60	
LIQUIDATED DAMAGES	EACH EXCESS WORKING DAY: \$75.00	
BASE BID SEE BID FORM	TEN THOUSAND - EIGHT HUNDRED DOLLARS & NO/100 - -----	\$10,800.00
ALTERNATES SEE BID FORM	N/A	
NEGOTIATED REVISION	N/A	
TOTAL CONTRACT SUM	TEN THOUSAND - EIGHT HUNDRED DOLLARS & NO/100 - -----	\$10,800.00
PERFORMANCE BOND	TEN THOUSAND - EIGHT HUNDRED DOLLARS & NO/100 - -----	\$10,800.00
LABOR AND MATERIAL BOND	TEN THOUSAND - EIGHT HUNDRED DOLLARS & NO/100 - -----	\$10,800.00

ARTICLE 2

The contract documents form the contract. The contract documents are complementary and what is required by any one shall be as binding as if required by all.

ARTICLE 3

The Contractor agrees to commence and to complete satisfactorily the work required by the contract documents for the total contract sum set forth in this agreement and at his own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories, items and services of whatever nature required to perform satisfactorily and to complete the work in accordance with the contract documents.

ARTICLE 4

The Contractor, in consideration of the payments and agreements hereinafter mentioned, agrees with the Owner to commence work on this contract in accordance with the Owner's "Notice to Proceed" and to perform satisfactorily and complete the work at his own proper cost and expense, and in accordance with all requirements of the contract documents.

ARTICLE 5

The Contractor agrees that time is of the essence of this contract and further agrees to complete satisfactorily all work in accordance with the contract documents within the contract time and failing to do so, to pay, as liquidated damages, the sum set forth in this agreement for each working day in excess of the contract time.

ARTICLE 6

The Owner, in consideration of the Contractor's satisfactory performance and completion of the work in accordance with all requirements of the contract documents, agrees to pay the Contractor, in accordance with the contract documents, the total contract sum, set forth in Article 1 of this agreement, subject to additions and deductions and in the manner as provided in the contract documents.

ARTICLE 7

The Owner reserves the right to terminate this contract as provided in the General Conditions.

**ARTICLE 8**

Execution of this agreement by each party shall constitute the representation by each party that he has examined the contents of all contract documents, including the General Conditions of the Contract for Construction, that he has read and understands the same, and specifically agrees to be bound thereby.

**ARTICLE 9**

This contract shall be construed and interpreted according to the laws of the State of Nevada.

**ARTICLE 10**

The Contractor shall neither assign, transfer nor delegate any rights, obligations, monies or duties under this agreement without the prior written consent of the State.

**ARTICLE 11**

This contract constitutes the entire agreement between the parties and may only be modified by a written Change Order by the parties.

**ARTICLE 12**

The parties agree that the Contractor is an independent Contractor and that this contract is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the Contractor is not a State employee and that "There shall be no:

- 1) Withholding of income taxes by the State;
- 2) Industrial insurance coverage provided by the State;
- 3) Participation in group insurance plans which may be available to employees of the State;
- 4) Participation or contribution by either the independent contractor or the State to the Public Employees Retirement System;
- 5) Accumulation of vacation leave or sick leave;

6) Unemployment compensation coverage provided by the State if the requirements of NRS 612.085 for independent contractors are met."

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Approved as to form 6/3/82  
(date)

RICHARD H. BRYAN  
Attorney General for the State of Nevada

By [Signature]  
Deputy Attorney General

**OWNER**  
State of Nevada  
Public Works Board

By [Signature]  
(type) William E. Hancock, AIA  
Secretary-Manager

(NOTE: This signature to be notarized)

Subscribed and sworn to before me  
this 7th day of June 1982

[Signature]  
Notary Public in and for said Carson  
City and State of Nevada

My Commission Expires 10/26/85



**CONTRACT DISTRIBUTION:**

- One copy each:
  - Owner
  - Contractor
  - Architect/Engineer State Public Works Board
  - Using Agency Human Resources
  - Secretary of State
  - Recorder
  - Job Inspector

(Revised 5/1/81)

**CONTRACTOR**

COSTELLO PAINTING & DECORATING LTD.  
firm name

Contractor's License No. 12625

By (sign) [Signature]  
(type) Priscilla S. Costello  
(title) V.P.

(NOTE: This signature to be notarized)

Subscribed and sworn to before me  
this 17th day of May 1982

[Signature]  
Notary Public

[Signature]  
My Commission Expires 10/18/83

**PROJECT IDENTIFICATION**

Chapter 732, Section 1.4  
Statutes of Nevada, 1981  
Fund Code No. 408-1667(10)  
Project No. 81-7(b)

STATE OF NEVADA PUBLIC WORKS BOARD  
PERFORMANCE AND COMPLETION BOND  
TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS,

THAT Costello Painting & Decorating Ltd doing business under the firm name and style of Costello Painting & Decorating Ltd as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland a corporation organized and existing under the laws of the State of Maryland and lawfully authorized to and doing business as a Surety within the State of Nevada, as Surety, are held and firmly bound unto the State of Nevada acting through its STATE PUBLIC WORKS BOARD hereinafter called "Owner" in the penal sum of TEN THOUSAND - EIGHT HUNDRED DOLLARS & NO/100 - - - - - Dollars (\$ 10,800.00) lawful money of the United States of America to be paid to the Owner, or its assigns, said sum being 100% of the contract amount payable by the Owner under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly, and severally, firmly by these presents.

WHEREAS, the Contractor is about to enter into a contract in writing dated the 31st day of April ~~1981~~ <sup>1982</sup>, 19 82, with the Owner, covering the work described as follows:

ENCAPSULATION OF ASBESTOS CEILINGS  
Nevada Girls Training Center  
Caliente, Nevada

Project # 81-7(b)

which said Contract and the plans and specifications therein mentioned are attached hereto and are hereby made a part hereof as fully as if copied at length herein.

AND WHEREAS, said Contractor is required by Nevada Revised Statutes 339.025, and all acts amendatory thereof and supplemental thereto, to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

AND WHEREAS, the Contractor under the terms of said Contract agrees to replace and/or repair without cost to the Owner any damage or imperfections due to faulty labor or materials incorporated in said work for a period of one (1) year, from and after the date of completion and acceptance by Owner of the work contracted to be performed;

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH that if the Contractor shall well and truly save harmless and indemnify the Owner from and against any and all claims and demands or liens and shall also complete in all its parts all the work described in said Contract within the time and in the manner therein specified and shall for a period of one (1) year from the date the work contracted to be performed is completed and accepted by Owner replace and repair any and all defects arising in said work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every Covenant and agreement in said Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in said Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner, to perform and fully complete the work mentioned and described in said Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, said principal fails or neglects to so perform and fully complete said work; the said Surety further agrees to commence said work of full completion within twenty (20) days after notice thereof from the Owner, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of said Contract shall release or exonerate any Surety or Sureties upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the Owner; and that the due execution and delivery hereof is a condition precedent to liability on the part of the Owner, on said above mentioned Contract. It is further understood and agreed that this bond is made in compliance with NRS 339.025 and all acts amendatory thereof and supplemental thereto; and that all benefits therein set forth insure to the benefits of the Owner.

IN WITNESS WHEREOF, this instrument has been executed this 28th day of April, 19 82.

APPROVED as to Form Only 4/3/82  
(date)

RICHARD H. BRYAN  
Attorney General  
State of Nevada

By Harvey Swinton  
Deputy Attorney General

Licensed Nevada Resident Agent  
Name George L. Brown

George L. Brown Ins. Agcy., Inc.  
920 E. Sahara Ave.  
Address

Las Vegas, NV 89104

(NOTE: This signature to be notarized)

COSIELLO PAINTING & DECORATING LTD.  
Contractor

By (sign) Priscilla St. Cosciello

(type) Priscilla St. Cosciello  
NOTARY PUBLIC  
STATE OF NEVADA

(title) J.P. GENSEN  
County of CLARK

(NOTE: This signature to be notarized)

State of Nevada Contractor's License  
Number 12625

Fidelity and Deposit Company  
of Maryland  
Name of Surety

By (sign) George L. Brown

(type) George L. Brown  
Attorney-in-Fact

Amount of Bond Premium (Bond Premium  
to be filled in by the Surety Company)

\$ 130.00

Revised (1/83)

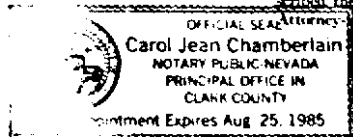
STATE OF NEVADA  
County of Clark ) ss:

On this 28th day of April, 19 82, before me,

Carol Jean Chamberlain, a Notary Public, in and for the County and

State aforesaid, duly commissioned and sworn, personally appeared George L. Brown

known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and acknowledged to me that he subscribed the name of Fidelity and Deposit Company of Maryland thereto and his own name as Attorney-in-Fact.



Carol Jean Chamberlain  
Notary Public in and for the State of Nevada, County of Clark

STATE OF NEVADA PUBLIC WORKS BOARD  
LABOR AND MATERIAL BOND  
TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS,

THAT Costello Painting & Decorating, Ltd. doing business under the firm name and style of Costello Painting & Decorating, Ltd. as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland a corporation organized and existing under the laws of the State of Maryland and lawfully authorized to and doing business as a Surety within the State of Nevada, as Surety, are held and firmly bound unto the State of Nevada acting through its STATE PUBLIC WORKS BOARD hereinafter called "Owner" in the penal sum of TEN THOUSAND - EIGHT HUNDRED DOLLARS & NO/100 - - - - - Dollars (\$10,800.00) lawful money of the United States of America to be paid to the Owner, or its assigns, said sum being 100% of the contract amount payable by the Owner under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly, and severally, firmly by these presents.

WHEREAS, the Contractor is about to enter into a contract in writing dated the 8th day of April, 1982, with the Owner, covering the work described as follows:

ENCAPSULATION OF ASBESTOS CEILINGS  
Nevada Girls Training Center  
Caliente, Nevada

Project # 81-7(b)

which said Contract and the plans and specifications therein mentioned are attached hereto and are hereby made a part hereof as fully as if copied at length herein.

AND WHEREAS, said Contractor is required by Nevada Revised Statutes 339.025, and all acts amendatory thereof and supplemental thereto, to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Compensation Law with respect to such work or labor, as required by the provisions of Chapter 612 of NRS and provided that the claimant shall have complied with the provisions of said law, the Surety hereon will pay for the same within thirty (30) calendar days an amount not exceeding the sum specified in this bond, then the above obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond the said Surety agrees to pay a reasonable attorney's fee to be fixed by the court.



This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Chapter 339 of NRS, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, This instrument has been executed this 28th day of April, 1982.

APPROVED as to Form Only 6/3/82  
(date)

RICHARD H. BRYAN  
Attorney General  
State of Nevada

By Harry Swainson  
Deputy Attorney General

Licensed Nevada Resident Agent

George L. Brown  
Name  
George L. Brown Ins. Agency, Inc.  
920 E. Sahara Ave.  
Address  
Las Vegas, NV. 89104

(NOTE: This signature to be notarized)

COSTELLO PAINTING & DECORATING, LTD.  
Contractor

By (sign) Priscilla Charsobido

(type) Priscilla CHARSOBIDO

(title) V.P. STATE OF NEVADA

(NOTE: This signature to be notarized)

State of Nevada Contractor's License  
Number 12625

Fidelity and Deposit Company  
of Maryland

Name of Surety

By (sign) George L. Brown

(type) George L. Brown  
Attorney-in-Fact

Amount of Bond Premium (Bond  
Premium to be Filled in by the  
Surety Company)

\$ Included

(Revised 1/82)

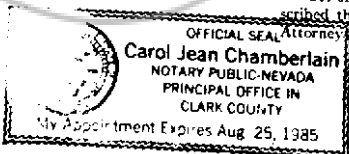
STATE OF NEVADA  
COUNTY OF Clark ) ss:

On this 28th day of April, 1982, before me,

Carol Jean Chamberlain, a Notary Public, in and for the County and

State aforesaid, duly commissioned and sworn, personally appeared George L. Brown

known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and acknowledged to me that he subscribed the name of Fidelity and Deposit Company of Maryland thereto and his own name as



Carol Jean Chamberlain  
Notary Public in and for the State of Nevada, County of Clark



NEVADA STATE PUBLIC WORKS BOARD  
**BID PROPOSAL FORM**

ALL BIDS SHALL BEAR THIS ADDRESS:  
 SECRETARY, NEVADA STATE PUBLIC WORKS BOARD

PROJECT IDENTIFICATION:  
 Chapter 732, Section 1.4  
 Statutes of Nevada, 1981  
 Fund Code No. 408-1667(10)  
 Project 81-7b

ARTICLE 1

OWNER TO COMPLETE	PROJECT NAME AND LOCATION	ENCAPSULATION OF CERTAIN ASBESTOS CEILINGS Nevada Girls Training Center Caliente, Nevada
	ARCHITECT OR ENGINEER	State Public Works Board 1001 North Mountain Street, Suite 3B Ross Building Carson City, Nevada 89710
	CONTRACT TIME LIQUID DAMAGES	WORKING DAYS: 60 EACH EXCESS WORKING DAY: \$ 75.00
	BID OPENING	DATE: March 25, 1982 TIME: 2:00 p.m., local time PLACE: Bradley State Office Building, First Floor Conference Room, 2501 East Sahara Avenue, Las Vegas, Nevada
CONTRACTOR TO COMPLETE	NAME AND ADDRESS OF BIDDER	COSTELLO PAINTING & DECORATING LTD. 5783 ALFRED DRIVE LAS VEGAS, NEVADA
	IF PARTNERSHIP NAMES OF PARTNERS	
	IF CORPORATION STATE OF INCORPORATION	NEVADA 1974
	BID GUARANTEE MIN. 5% OF BID	UNDERLINE ONE BID BOND, CASH, CERTIFIED CHECK, <u>CASHIER'S CHECK</u>
	ADDENDA RECEIPT ACKNOWLEDGED	ADDENDA NUMBERED NA

**ARTICLE 2.**

IN COMPLIANCE WITH THE NOTICE TO CONTRACTORS—INVITATION TO BID, AND IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS, THE CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS FOR THE PROJECT, THE UNDERSIGNED BIDDER, BEING FULLY LICENSED TO PERFORM SUCH WORK BY THE NEVADA STATE CONTRACTOR'S BOARD, AND BEING THOROUGHLY FAMILIAR WITH ALL LOCAL CONDITIONS AFFECTING THE COST OF THE PROJECT, HAVING CAREFULLY EXAMINED THE SITE, CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS AND ANY ADDENDA THERETO PREPARED BY THE PROJECT ARCHITECT OR ENGINEER, PROPOSES TO PROVIDE, AND TO FURNISH FOR THE COSTS SET FORTH IN THE FOLLOWING BID SCHEDULE, ALL THE LABOR AND MATERIALS, TOOLS, UTILITIES, TRANSPORTATION, EQUIPMENT AND SERVICES REQUIRED TO PERFORM AND TO COMPLETE, IN A WORKMANLIKE MANNER ALL THE WORK FROM THE DATE OF THE NOTICE TO PROCEED WITHIN THE ESTABLISHED CONSTRUCTION TIME, SUBJECT TO LIQUIDATED DAMAGES FOR EXCESS WORKING TIME AS ESTABLISHED UNDER ARTICLE 1.

**ARTICLE 3. BID SCHEDULE**

<b>BASE BID</b>	<p><b>DESCRIPTION:</b></p> <p>Encapsulating by spraying techniques certain asbestos acoustical ceilings.</p> <p>The work contemplated under this contract includes the furnishing of all material items, labor, equipment and services necessary for and reasonably incidental to providing a job complete in every respect as specified in the contract documents.</p>
	<p>FOR THE SUM OF:</p> <p>TEN-THOUSAND-EIGHT-HUNDRED-DOLLARS-AND-NO-CENTS-----DOLLARS IS 10,800.00</p>

ARTICLE 4. LIST OF SUBCONTRACTORS  
(SEE ART. 4.3 - INSTRUCTIONS TO BIDDERS)

WORK	NAME AND ADDRESS
ELECTRICAL WORK	NA
SPRAY APPLICATOR	NA

ARTICLE 5.

BY AFFIXING HIS SIGNATURE, THE BIDDER CERTIFIES THAT THIS BID PROPOSAL IS SUBMITTED IN ACCORDANCE WITH ALL THE PROVISIONS CONTAINED IN THE INSTRUCTIONS TO BIDDERS, WHICH SHALL BE DEEMED APPLICABLE TO THE WITHIN PROPOSED BID.

THIS BID PREPARED AND SIGNED BY:

*Priscilla S. Costello V.P.*  
Priscilla S. Costello, Costello Painting & Dec. Ltd.

BY: (SIGN)  
(TYPE)

*Priscilla S. Costello*  
Priscilla S. Costello

TITLE Vice President, Sect.

DATE 3/24/82

NEVADA CONTRACTORS LICENSE NO. #12625

11-83  
4663

BID PROPOSAL FORM  
PAGE 3 OF 3

BOOK 50 PAGE 575

COPY

No. 75691  
FILED AND RECORDED AT REQUEST OF  
STATE OF NEV - PUB WORK BOARD  
JUNE 21, 1982  
AT 31 MINUTES PAST — O'CLOCK  
P M IN BOOK 52 OF OFFICIAL  
RECORDS, PAGE 566 LINCOLN  
COUNTY, NEVADA  
Jessica Styer  
COUNTY RECORDER