

Item # 5

**City of Carson City
Agenda Report**

Date Submitted: October 28, 2008

Agenda Date Requested: November 6, 2008

Time Requested: 5 Minutes

Labor Commissioner PWP # CC-2009-040

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to determine that K.G. Walters Construction Company, Inc. is the best bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0809-072 Carson City Arsenic Water Treatment Plant and Pipe Line Project Re-Bid to K.G. Walters Construction Company, Inc. for a bid amount of \$2,537,572.00 plus a contingency amount not to exceed \$253,757.00 to be funded from the 2007 Carson City Arsenic Level Reduction Project as provided in FY 2007/2008.

Staff Summary: Carson City Re-Bid the above listed project for sealed bids for all labor, materials, tools, and equipment necessary for the Carson City Arsenic Water Treatment Plant.

The Project consists of:

Arsenic Treatment Plant:

The Treatment Plant portion of the project will consist of providing all tools, materials, labor and equipment necessary to install an owner provided arsenic treatment unit including all associated appurtenances. The project will also include new AC pavement, concrete slabs, surface drainage improvements, swing gates, yard piping, new utilities services, backwash tank, all plant piping, vaults, fittings, valves, electrical equipment as shown on the drawings.

Existing Building Architectural Improvements:

The Architectural portion of the Arsenic Water Treatment Project consists of providing all tools, materials, labor and equipment necessary to install a new exterior siding system, replace exterior man doors, roll up doors, windows, skylights, exterior lighting and new signs.

Existing Building Structural Improvements:

The Structural Portion of the Arsenic Water Treatment Project consists of providing all tools, materials, labor and equipment necessary to install new internal and external concrete slabs, structural steel supports, masonry work and new wood framed walls.

New Raw Water Transmission Pipeline:

The pipeline portion of the project consists of the installation of approximately 700' of new 8" PVC, 4023' of 12" PVC and 60' of 12" Ductile Iron water line into Little Lane between Stewart Street and Saliman Road from Carson City Well #49 to the new Arsenic Treatment Plant. Work includes, but is not limited to, trench excavation, placement of new pipes and related appurtenances, trench backfill and asphalt replacement.

Carson City has until January 2009, to become compliant with the new Arsenic level requirements implemented by the Environmental Protection Agency.

Type of Action Requested: (check one)

- Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that K.G. Walters Construction Company, Inc. is the best bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0809-072 Carson City Arsenic Water Treatment Plant and Pipe Line Project Re-Bid to K.G. Walters Construction Company, Inc. for a bid amount of \$2,537,572.00 plus a contingency amount not to exceed \$253,757.00 to be funded from the 2007 Carson City Arsenic Level Reduction Project as provided in FY 2007/2008.

Explanation for Recommended Board Action: *NOTICE TO CONTRACTORS* were distributed on September 26, 2008 and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on September 29, 2008. The bids were opened at approximately 10:10 a.m. on October 9, 2008 at 201 North Carson Street, Carson City, Nevada 89701.

Name of Bidder	Total Award Amount	
Edstrom Construction, Inc.	Base Bid	\$2,389,255.00
	Add/Alt 1	35,200.00
	Add/Alt 2	6,300.00
	Add/Alt 3	4,743.00
	Add/Alt 4	28,448.00
	Total	2,463,946.00
K.G. Walters Construction Company, Inc.	Base Bid	\$2,489,589.00
	Add/Alt 1	43,200.00
	Add/Alt 2	700.00
	Add/Alt 3	527.00
	Add/Alt 4	3,556.00
	Total	2,537,572.00
*** Awarded Bid 5% Bidder's preference over Edstrom Construction on base bid		
Q & D Construction, Inc.	Base Bid	\$2,534,593.13
	Add/Alt 1	36,800.00
	Add/Alt 2	7,000.00
	Add/Alt 3	5,270.00
	Add/Alt 4	35,560.00
	Total	2,619,223.13

Name of Bidder	Total Award Amount	
Petersen Construction, Inc.	Base Bid	\$2,678,460.00
	Add/Alt 1	30,400.00
	Add/Alt 2	8,750.00
	Add/Alt 3	8,959.00
	Add/Alt 4	75,565.00
	Total	2,802,134.00

Although Edstrom Construction, Inc. was the low bidder at \$2,463,946.00, they do not possess a Nevada Certificate of Eligibility issued by the State of Nevada Contractors' Board. The Certificate of Eligibility provides for a 5% bidders preference and therefore, K.G. Walters must be award the bid pursuant to NRS 338.147 since their bid of \$2,537,572.00 is less than 5% higher than the low bid (5% equals \$123,197.30 or a total of \$2,587,143.30).

Staff recommends award to K.G. Walters Construction Company, Inc. as the best bidder pursuant to N.R.S. Chapter 338.

Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 338 Public Works

Engineers Estimate: \$2,500,000.00

Project Budget: \$3,000,000.00

Fiscal Impact: Not to exceed \$2,791,329.00

Explanation of Impact: If approved the below referenced account could be decreased by \$2,791,329.00.

Funding Source: 2007 Carson City Arsenic Level Reduction Project 520-3505-435-7870 as provided in FY 2007/2008.

Alternatives: Determine another bidder is the lowest and most responsible and responsive bidder pursuant to N.R.S. Chapter 338 or do not award contract.

Supporting Material: Bid Tabulation Report, Contract for Services of Independent Contractor No. 0809-072, and Bid Response from K. G. Walters Construction, Inc.

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-887-2133 extension 30137**

<http://www.carson-city.nv.us/index.aspx?page=998>

Notice to Contractors Bid# 0708- 072 Carson City Arsenic Water Treatment Plant and Water Line Project

Time and Date of Opening: October 9, 2008 @ 10:10 am

Description		Bidder # 1	***Bidder # 2	Bidder # 3					
BONDING Provided, \$, %, or no		Edstrom Construction, Inc. 5%	K.G. Walters Construction Co. Inc. 5%	Q&D Construction, Inc. 5%					
PREFERENTIAL Bidder Status		No	Yes	Yes					
BIDDER acknowledges receipt addendums		2	2	2					
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price	
Schedule A: Arsenic Treatment Plant									
1	Mobilization/DEMobilization (8.6.19.1)	1	LF	\$45,000.00	\$45,000.00	\$100,000.00	\$100,000.00	\$161,894.13	\$161,894.13
2	Site Grading (8.6.19.2)	1	LS	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$9,000.00	\$9,000.00
3	Provide and Install Sub-Surface Infiltration Gallery (8.6.19.3)	1	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00
4	Concrete Pads and AC Pavement Removal and Disposal (8.6.19.4)	8500	LS	\$1.00	\$8,500.00	\$1.00	\$8,500.00	\$1.90	\$16,150.00
5	AC Pavement (8.6.19.5)	6650	LS	\$4.50	\$29,925.00	\$5.00	\$33,250.00	\$4.25	\$28,262.50
6	Concrete Pavement (8.6.19.6)	805	LS	\$9.00	\$7,245.00	\$14.00	\$11,270.00	\$6.50	\$5,232.50
7	Concrete Curb and Gutter (8.6.19.7)	200	LS	\$35.00	\$7,000.00	\$30.00	\$6,000.00	\$23.00	\$4,600.00
8	60" Diameter SSMH (8.6.19.8)	1	LS	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00
9	12 ft Double Leaf Swing Gate (8.6.19.9)	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,875.00	\$1,875.00
10	4 ft Single Leaf Swing Gate (8.6.19.10)	1	LS	\$3,500.00	\$3,500.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00
11	Construction Fence (8.6.19.11)	100	LF	\$20.00	\$2,000.00	\$10.00	\$1,000.00	\$6.00	\$600.00
12	Backwash Sludge Pump Station (8.6.19.12)	1	LS	\$120,000.00	\$120,000.00	\$151,000.00	\$151,000.00	\$107,000.00	\$107,000.00
13	Surge Tank at Well 49 (8.6.19.13)	1	LS	\$70,000.00	\$70,000.00	\$45,000.00	\$45,000.00	\$54,500.00	\$54,500.00

14	Installation of Arsenic Treatment Unit (8.6.19.14)	1	LS	\$91,800.00	\$91,800.00	\$126,000.00	\$200,000.00	\$200,000.00	\$200,000.00
15	Plate Settler (8.6.19.15)	1	LS	\$85,000.00	\$85,000.00	\$90,000.00	\$70,000.00	\$70,000.00	\$70,000.00
16	Decant Pump Station (8.6.19.16)	1	LS	\$91,000.00	\$91,000.00	\$87,000.00	\$50,000.00	\$50,000.00	\$50,000.00
17	Backwash Tank Construction, Installation & Appurtenances (8.6.19.17)	1	LS	\$185,000.00	\$185,000.00	\$200,000.00	\$195,000.00	\$195,000.00	\$195,000.00
18	Filter Media (8.6.19.18)	1	LS	\$105,000.00	\$105,000.00	\$120,000.00	\$50,000.00	\$50,000.00	\$50,000.00
19	Surge Relief Valve and Vault (8.6.19.19)	2	EA	\$32,000.00	\$64,000.00	\$26,000.00	\$33,000.00	\$33,000.00	\$66,000.00
20	Motorized Valve Vault (8.6.19.20)	2	EA	\$21,000.00	\$42,000.00	\$16,000.00	\$20,000.00	\$20,000.00	\$40,000.00
21	Reduced Pressure Principle Backflow Preventer (8.6.19.21)	1	LS	\$50,000.00	\$50,000.00	\$18,350.00	\$23,000.00	\$23,000.00	\$23,000.00
22	Rapid Mixer Vault (8.6.19.22)	1	LS	\$55,000.00	\$55,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
23	Mechanical Yard Piping (8.6.19.23)	1	LS	\$145,000.00	\$145,000.00	\$100,000.00	\$95,000.00	\$95,000.00	\$95,000.00
24	Utility Service Connections (8.6.19.24)	1	LS	\$8,000.00	\$8,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$3,000.00
25	Filter Building Utilities (8.6.19.25)	1	LS	\$32,000.00	\$32,000.00	\$18,000.00	\$32,000.00	\$32,000.00	\$32,000.00
26	Filter Building Electrical and Control Panels (8.6.19.26)	1	LS	\$51,000.00	\$51,000.00	\$92,000.00	\$40,000.00	\$40,000.00	\$40,000.00
27	Site Electrical and Control Panels (8.6.19.27)	1	LS	\$140,000.00	\$140,000.00	\$138,000.00	\$127,000.00	\$127,000.00	\$127,000.00
28	Site Electrical Distribution and Grounding System (8.6.19.28)	1	LS	\$40,000.00	\$40,000.00	\$18,000.00	\$57,000.00	\$57,000.00	\$57,000.00
29	Electrical Switchgear (8.6.19.29)	1	LS	\$40,000.00	\$40,000.00	\$20,000.00	\$36,500.00	\$36,500.00	\$36,500.00
30	Telemetry Support Equipment (8.6.19.30)	1	LS	\$40,000.00	\$40,000.00	\$42,000.00	\$57,500.00	\$57,500.00	\$57,500.00
31	Filter Equipment Markup (8.6.19.31)	1	LS	\$23,000.00	\$23,000.00	\$5,000.00	\$13,000.00	\$13,000.00	\$13,000.00
Sub-total of Schedule A:				\$1,625,970.00	\$1,615,970.00	\$165,000.00	\$180,000.00	\$180,000.00	\$180,000.00

Schedule B: Architectural Improvements

32	Building Architectural Improvements (13.6.20.1)	1	LS	\$159,000.00	\$159,000.00	\$165,000.00	\$180,000.00	\$180,000.00	\$180,000.00
Sub-total of Schedule B:				\$159,000.00	\$165,000.00	\$165,000.00	\$180,000.00	\$180,000.00	\$180,000.00

Schedule C: Structural Improvements

33	Removal of all existing concrete Flat Work inside the existing building (8.6.21.1)	1	LS	\$11,500.00	\$11,500.00	\$10,000.00	\$16,000.00	\$16,000.00	\$16,000.00
34	Install all Required New Concrete Flat Work inside the Building (8.6.21.2)	1	LS	\$35,000.00	\$35,000.00	\$42,000.00	\$33,000.00	\$33,000.00	\$33,000.00
35	Install all Required New Concrete Flat Work outside the Building (8.6.21.3)	1	LS	\$23,000.00	\$23,000.00	\$27,000.00	\$9,000.00	\$9,000.00	\$9,000.00
36	Install all Required Masonry Work (8.6.21.4)	1	LS	\$6,000.00	\$6,000.00	\$3,500.00	\$3,000.00	\$3,000.00	\$3,000.00

37	Install all Required Structural Steel Work (8.6.21.5)	1	LS	\$45,000.00	\$45,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00
38	Install all Required Wood Framing Work (8.6.21.6)	1	LS	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
Sub-total of Schedule C: \$125,500.00									
Schedule D: Raw Water Line from Well #49 to Arsenic Treatment Plant									
39	Mobilization/demobilization and Cleanup (8.6.22.1)	1	LS	\$15,000.00	\$15,000.00	\$45,000.00	\$45,000.00	\$38,000.00	\$38,000.00
40	Pot-Hole and Lay out commencement of work (8.6.22.2)	10	EA	\$900.00	\$9,000.00	\$700.00	\$7,000.00	\$1,500.00	\$15,000.00
41	8 inch PVC DR 18 Water Main and Appurtenances within City Easement on State Property (8.6.22.3)	700	LF	\$60.00	\$42,000.00	\$63.00	\$44,100.00	\$155.00	\$108,500.00
42	12 inch PVC DR 18 Water Main and Appurtenances in NDOT Right of Way (8.6.22.4)	527	LF	\$125.00	\$65,875.00	\$120.00	\$63,240.00	\$170.00	\$89,590.00
43	12 inch PVC DR 18 Water Main and Appurtenances in City Right of Way (8.6.22.5)	3496	LF	\$55.00	\$192,280.00	\$82.00	\$286,672.00	\$82.00	\$286,672.00
44	12 inch Ductile Iron Water Main and Appurtenances in City Right of Way (8.6.22.6)	60	LF	\$230.00	\$13,800.00	\$200.00	\$12,000.00	\$230.00	\$13,800.00
45	4" concrete cap over 12" PVC Water Main located in NDOT Right-of-Way (8.6.22.7)	527	LF	\$15.00	\$7,905.00	\$16.00	\$8,432.00	\$11.00	\$5,797.00
46	12" Check Valve and Manhole assembly (8.6.22.8)	1	LS	\$17,000.00	\$17,000.00	\$18,000.00	\$18,000.00	\$14,100.00	\$14,100.00
47	All plumbing items required for connection of new 8" Water Main to Well #49 (8.6.22.9)	1	LS	\$13,000.00	\$13,000.00	\$25,000.00	\$25,000.00	\$7,100.00	\$7,100.00
48	All plumbing items required for connection of new 12" Water Main to Well #4 (8.6.22.10)	1	LS	\$13,000.00	\$13,000.00	\$16,000.00	\$16,000.00	\$8,500.00	\$8,500.00
49	Air Release assembly (8.6.22.11)	2	EA	\$7,000.00	\$14,000.00	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00
50	Angle Point Markers (8.6.22.12)	6	EA	\$300.00	\$1,800.00	\$325.00	\$1,950.00	\$370.00	\$2,220.00
51	Traffic Control in NDOT Right-of-Way (8.6.22.13)	1	LS	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00	\$12,500.00	\$12,500.00
52	Traffic Control in City Right-of-Way (8.6.22.14)	1	LS	\$28,000.00	\$28,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
53	Replacement Curb, Gutter and Sidewalk (8.6.22.15)	75	LF	\$35.00	\$2,625.00	\$43.00	\$3,225.00	\$100.00	\$7,500.00
54	Replacement Landscape (8.6.22.16)	1	LS	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00	\$1,700.00	\$1,700.00
\$91,000.00									

55	Chain Link Fencing and Gates (8.6.22.17)	1	LS	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00	\$11,500.00	\$11,500.00
56	Type II base for Temporary Parking (8.6.22.18)	1	LS	\$9,000.00	\$9,000.00	\$14,000.00	\$14,000.00	\$6,000.00	\$6,000.00
57	Clearing and Grubbing between Station 48+40 to 55+60 of new pipeline and within newly fenced area around Well 4 (8.6.23.1)	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00
Sub-total of Schedule D:									
				\$478,785.00	\$594,119.00	\$648,479.00			
Additive/Alternative									
58	A1) Remove Existing Built-up Roofing System and Replace with New Single-Ply Roof System (8.6.23.2)	3200	SF	\$11.00	\$35,200.00	\$13.50	\$43,200.00	\$11.50	\$36,800.00
59	A2) Stabilize Sub-grade under 8" DR 18 Pipe (8.6.23.3)	700	LF	\$9.00	\$6,300.00	\$1.00	\$700.00	\$10.00	\$7,000.00
60	A3) Stabilize Sub-grade under 12" DR 18 Pipe in NDOT Right-of-Way (8.6.23.4)	527	LF	\$9.00	\$4,743.00	\$1.00	\$527.00	\$10.00	\$5,270.00
61	A4) Stabilize Sub-grade under 12" DR 18 Pipe in City Right-of-Way (8.6.23.4)	3556	LF	\$8.00	\$28,448.00	\$1.00	\$3,556.00	\$10.00	\$35,560.00
61	A5) Install 2.5" of new Asphalt Type II base in Temporary Parking Lot (8.6.23.6)	1	LS	\$21,000.00	\$21,000.00	\$24,000.00	\$24,000.00	\$16,800.00	\$16,800.00
Sub-total of Schedule A:									
				\$1,625,970.00	\$1,615,970.00	\$1,615,970.00			
Sub-total of Schedule B:									
				\$159,000.00	\$165,000.00	\$180,000.00			
Sub-total of Schedule C:									
				\$125,500.00	\$114,500.00	\$91,000.00			
Sub-total of Schedule D:									
				\$478,785.00	\$594,119.00	\$648,479.00			
Total Base Bid Price									
				\$2,389,255.00	\$2,489,589.00	\$2,534,593.13			
ADDITIVE/ALTERNATIVES									
A1				\$35,200.00	\$43,200.00	\$36,800.00			
A2				\$6,300.00	\$700.00	\$7,000.00			
A3				\$4,743.00	\$527.00	\$5,270.00			
A4				\$28,448.00	\$3,556.00	\$35,560.00			
A5				\$21,000.00	\$24,000.00	\$16,800.00			
Total Bid Price written in words? y/n									
				Yes	Yes	Yes			
Bidder Information provided? y/n									
				Yes	Yes	Yes			

Sub Contractors listed? y/n or none		None	Yes	Yes
Bid Document executed? y/n		Yes	Yes	Yes
END OF DOCUMENT				
*	Bidder #1 mathematical errors noted in Bold/Green			
***	K.G. Walters Low Bidder 5% Bidder's Preference over Edstrom Construction			

Bid Tabulation Report from Carson City Purchasing & Contracts
775-887-2133 extension 30137
<http://www.carson-city.nv.us/index.aspx?page=998>

Notice to Contractors Bid# 0708-072 Carson City Arsenic Water

Time and Date of Opening: October 9, 2008 @ 10:10 am

Description		Bidder # 4	
		Petersen Construction, Inc.	
BONDING Provided, \$, %, or no		5%	
PREFERENTIAL Bidder Status		Yes	
BIDDER acknowledges receipt addendums		Yes	
Description	Sched Value	Unit	Total price
Schedule A - Arsenic Treatment Plant			
1 Mobilization/Demobilization (8.6.19.1)	1	LF	\$105,000.00 \$105,000.00
2 Site Grading (8.6.19.2)	1	LS	\$16,500.00 \$16,500.00
3 Provide and Install Sub-Surface Infiltration Gallery (8.6.19.3)	1	LS	\$19,000.00 \$19,000.00
4 Concrete Pads and AC Pavement Removal and Disposal (8.6.19.4)	8500	LS	\$0.98 \$8,330.00
5 AC Pavement (8.6.19.5)	6650	LS	\$3.50 \$23,275.00
6 Concrete Pavement (8.6.19.6)	805	LS	\$7.80 \$6,279.00
7 Concrete Curb and Gutter (8.6.19.7)	200	LS	\$17.00 \$3,400.00
8 60" Diameter SSMH (8.6.19.8)	1	LS	\$15,400.00 \$15,400.00
9 12 ft Double Leaf Swing Gate (8.6.19.9)	1	LS	\$1,900.00 \$1,900.00
10 4 ft Single Leaf Swing Gate (8.6.19.10)	1	LS	\$1,500.00 \$1,500.00
11 Construction Fence (8.6.19.11)	100	LF	\$5.50 \$550.00
12 Backwash Sludge Pump Station (8.6.19.12)	1	LS	\$141,000.00 \$141,000.00
13 Surge Tank at Well 49 (8.6.19.13)	1	LS	\$58,000.00 \$58,000.00

14	Installation of Arsenic Treatment Unit (8.6.19.14)	1	LS	\$192,000.00	\$192,000.00
15	Plate Settler (8.6.19.15)	1	LS	\$88,000.00	\$88,000.00
16	Decant Pump Station (8.6.19.16)	1	LS	\$78,000.00	\$78,000.00
17	Backwash Tank Construction, Installation & Appurtenances (8.6.19.17)	1	LS	\$181,000.00	\$181,000.00
18	Filter Media (8.6.19.18)	1	LS	\$92,000.00	\$92,000.00
19	Surge Relief Valve and Vault (8.6.19.19)	2	EA	\$36,000.00	\$72,000.00
20	Motorized Valve Vault (8.6.19.20)	2	EA	\$22,850.00	\$45,700.00
21	Reduced Pressure Principle Backflow Preventer (8.6.19.21)	1	LS	\$26,000.00	\$26,000.00
22	Rapid Mixer Vault (8.6.19.22)	1	LS	\$46,250.00	\$46,250.00
23	Mechanical Yard Piping (8.6.19.23)	1	LS	\$82,000.00	\$82,000.00
24	Utility Service Connections (8.6.19.24)	1	LS	\$11,000.00	\$11,000.00
25	Filter Building Utilities (8.6.19.25)	1	LS	\$30,000.00	\$30,000.00
26	Filter Building Electrical and Control Panels (8.6.19.26)	1	LS	\$91,000.00	\$91,000.00
27	Site Electrical and Control Panels (8.6.19.27)	1	LS	\$65,000.00	\$65,000.00
28	Site Electrical Distribution and Grounding System (8.6.19.28)	1	LS	\$39,000.00	\$39,000.00
29	Electrical Switchgear (8.6.19.29)	1	LS	\$38,000.00	\$38,000.00
30	Telemetry Support Equipment (8.6.19.30)	1	LS	\$58,000.00	\$58,000.00
31	Filter Equipment Markup (8.6.19.31)	1	LS	\$10,000.00	\$10,000.00
Sub-total of Schedule A:				\$1,645,084.00	
Schedule B: Architectural Improvements					
32	Building Architectural Improvements (13.6.20.1)	1	LS	\$202,000.00	\$202,000.00
Sub-total of Schedule B:				\$202,000.00	
Schedule C: Structural Improvements					
33	Removal of all existing concrete Flat Work inside the existing building (8.6.21.1)	1	LS	\$8,100.00	\$8,100.00
34	Install all Required New Concrete Flat Work inside the Building (8.6.21.2)	1	LS	\$30,000.00	\$30,000.00
35	Install all Required New Concrete Flat Work outside the Building (8.6.21.3)	1	LS	\$116,750.00	\$116,750.00
36	Install all Required Masonry Work (8.6.21.4)	1	LS	\$2,700.00	\$2,700.00

37	Install all Required Structural Steel Work (8.6.21.5)	1	LS	\$28,000.00	\$28,000.00
38	Install all Required Wood Framing Work (8.6.21.6)	1	LS	\$9,100.00	\$9,100.00
Sub-total of Schedule C:				\$194,650.00	
Schedule D Raw Water Line from Well #49 to Arsenic Treatment					
39	Mobilization/demobilization and Cleanup (8.6.22.1)	1	LS	\$30,000.00	\$30,000.00
40	Pot-Hole and Lay out commencement of work (8.6.22.2)	10	EA	\$1,700.00	\$17,000.00
41	8 inch PVC DR 18 Water Main and Appurtenances within City Easement on State Property (8.6.22.3)	700	LF	\$145.00	\$101,500.00
42	12 inch PVC DR 18 Water Main and Appurtenances in NDOT Right of Way (8.6.22.4)	527	LF	\$165.00	\$86,955.00
43	12 inch PVC DR 18 Water Main and Appurtenances in City Right of Way (8.6.22.5)	3496	LF	\$83.00	\$290,168.00
44	12 inch Ductile Iron Water Main and Appurtenances in City Right of Way (8.6.22.6)	60	LF	\$165.00	\$9,900.00
45	4" concrete cap over 12" PVC Water Main located in NDOT Right-of-Way (8.6.22.7)	527	LF	\$14.00	\$7,378.00
46	12" Check Valve and Manhole assembly (8.6.22.8)	1	LS	\$13,400.00	\$13,400.00
47	All plumbing items required for connection of new 8" Water Main to Well #49 (8.6.22.9)	1	LS	\$10,500.00	\$10,500.00
48	All plumbing items required for connection of new 12" Water Main to Well #4 (8.6.22.10)	1	LS	\$10,500.00	\$10,500.00
49	Air Release assembly (8.6.22.11)	2	EA	\$4,800.00	\$9,600.00
50	Angle Point Markers (8.6.22.12)	6	EA	\$525.00	\$3,150.00
51	Traffic Control in NDOT Right-of-Way (8.6.22.13)	1	LS	\$10,000.00	\$10,000.00
52	Traffic Control in City Right-of-Way (8.6.22.14)	1	LS	\$7,200.00	\$7,200.00
53	Replacement Curb, Gutter and Sidewalk (8.6.22.15)	75	LF	\$89.00	\$6,675.00
54	Replacement Landscape (8.6.22.16)	1	LS	\$2,000.00	\$2,000.00

55	Chain Link Fencing and Gates (8.6.22.17)	1	LS	\$11,500.00	\$11,500.00
56	Type II base for Temporary Parking (8.6.22.18)	1	LS	\$5,000.00	\$5,000.00
57	Clearing and Grubbing between Station 48+40 to 55+60 of new pipeline and within newly fenced area around Well 4 (8.6.23.1)	1	LS	\$4,300.00	\$4,300.00
Sub-total of Schedule D:					\$636,726.00
Additive/Alternative					
58	A1) Remove Existing Built-up Roofing System and Replace with New Single-Ply Roof System (8.6.23.2)	3200	SF	\$9.50	\$30,400.00
59	A2) Stabilize Sub-grade under 8" DR 18 Pipe (8.6.23.3)	700	LF	\$12.50	\$8,750.00
60	A3) Stabilize Sub-grade under 12" DR 18 Pipe in NDOT Right-of-Way (8.6.23.4)	527	LF	\$17.00	\$8,959.00
61	A4) Stabilize Sub-grade under 12" DR 18 Pipe in City Right-of-Way (8.6.23.4)	3556	LF	\$21.25	\$75,565.00
61	A5) Install 2.5" of new Asphalt Type II base in Temporary Parking Lot (8.6.23.6)	1	LS	\$42,550.00	\$42,550.00
Sub-total of Schedule A:					\$1,645,084.00
Sub-total of Schedule B:					\$202,000.00
Sub-total of Schedule C:					\$194,650.00
Sub-total of Schedule D:					\$636,726.00
Total Base Bid Price					\$2,678,460.00
ADDITIVE/ALTERNATIVES					
A1				\$30,400.00	
A2				\$8,750.00	
A3				\$8,959.00	
A4				\$75,565.00	
A5				\$42,550.00	
Total Bid Price written in words? y/n					Yes
Bidder Information provided? y/n					Yes

Sub Contractors listed? y/n or none	Yes
Bid Document executed? y/n	Yes
END OF DOCUMENT	

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

THIS CONTRACT, made and entered into this 6th day of November, 2008, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and K.G. Walters Construction, Company, Inc. hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing & Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332, Nevada Revised Statutes 338, and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 0809-072 Carson City Arsenic Water Treatment Plant and Water Line Project** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 **CONTRACTOR** agrees to complete the **WORK** on or before the date specified in the **NOTICE TO PROCEED** or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner terminated by either party as specified in **Section 6 Contract Termination**.

3 **NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until seven (7) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

3.1.1 Notice to **CONTRACTOR** shall be addressed to:

Walt Johnson/President
K.G. Walters Construction, Inc.
PO Box 4359
Santa Rosa, California 95402
707-527-468/FAX 707-527-0244
waltjohnson@kgwalters.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing & Contracts
Sandy Scott, Purchasing & Contracts Coordinator
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2133 extension 30137 / FAX 775-887-2107
SScott@ci.carson-city.nv.us

4 SCOPE OF WORK:

4.1 The parties agree that the scope of work shall be specifically described and hereinafter referred to as the "**WORK**". This Contract incorporates the following attachments; a **CONTRACTOR'S** Attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

4.1.1 ATTACHMENT AA: Bid #0809-072 Carson City Arsenic Water Treatment Plant and Water Line Project which includes, but is not limited to the following documents: Notice to Contractors; Table of Contents; Terms & Conditions; General Conditions; Prevailing Wage Rates for Carson City; Special Conditions; Technical Specifications; Drawings; Standard Specifications; Standard Plans; Addenda, if any; Notice of Award; Permits(s); Notice to Proceed; Executed Change Orders, if any; and all supplementary documents that are intended to be complete and complementary and are intended to describe a complete Work.

4.1.2 ATTACHMENT BB: **CONTRACTOR'S** Bid Response; **CONTRACTOR'S** Bid Bond; **CONTRACTOR'S** "Certificate of Eligibility" issued by the State of Nevada Contractors' Board as proof of compliance with the provisions of Nevada Revised Statute 338.147, if any; **CONTRACTOR'S** Performance Bond; **CONTRACTOR'S** Labor and Material Payment Bond; **CONTRACTOR'S** insurance certificates; and **CONTRACTOR'S** Carson City Business License.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

4.2 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **WORK** described herein and required hereunder. **CONTRACTOR** shall perform the **WORK** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **WORK** furnished by **CONTRACTOR** to **CITY**.

4.3 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **WORK** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **WORK**.

4.4 **CONTRACTOR** shall within ten (10) calendar days of issuance of the Notice of Award obtain all necessary licenses as may be necessary. Before and during the progress of **WORK** under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom. **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has obtained all required permits and submitted all documents required by the Notice of Award, and (2) **CITY** has issued the Notice to Proceed.

4.5 Pursuant to Nevada Revised Statute 338.153, a public body shall include in each contract for a public work a clause requiring each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work to comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

4.6 **Fair Employment Practices:**

4.6.1 Pursuant to Nevada Revised Statute 338.125, it is unlawful for any contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, sex, sexual preference or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual preference or age.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

4.6.2 In connection with the performance of work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

4.6.3 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

4.7 Preferential Employment:

4.7.1 Pursuant to Nevada Revised Statute 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

4.7.2 In connection with the performance of work under this Contract, **CONTRACTOR** agrees to comply with the provisions of Nevada Revised Statute 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

4.8 Arbitration:

4.8.1 Pursuant to Nevada Revised Statute 338.150, any public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring arbitration of a dispute arising between the public body and the contractor engaged on a public work if the dispute cannot otherwise be settled. Any dispute requiring arbitration must be handled in accordance with the construction industry's rules for arbitration as administered by the American Arbitration Association or the Nevada Arbitration Association. This section does not prohibit the use of alternate dispute resolution methods before arbitration.

4.9 **CONTRACTOR** shall comply with the Copeland Anti-Kickback Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

5 CONSIDERATION:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

5.1 The parties agree that **CONTRACTOR** will provide the **WORK** specified in **Section 4 Scope of Work** at the **CONTRACT AMOUNT** of Two Million, Five Hundred Thirty Seven Thousand, Five Hundred Seventy Two Dollars and no Cents (\$2,537,572.00).

5.1.1 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of work performed and accepted and the materials furnished at the unit and lump sum prices shown in **CONTRACTOR'S** Bid Response and any executed Change Orders.

5.2 **CONTRACT AMOUNT** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6 CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for work actually completed. In no event if termination occurs under this provision shall **CONTRACTOR** be entitled to anticipated profits on items of work not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall assure that all subcontracts which he enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages, due to breach of contract, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 The continuation of this Contract beyond June 30, 2009 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.3 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.3.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract;

6.3.3.2 Persistently or repeatedly refuses or fails to supply properly skilled workers or proper materials;

6.3.3.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors;

6.3.3.4 Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

6.3.3.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.3.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.4 When any of the above reasons exist, **CITY** may provide, without prejudice to any other rights or remedies of **CITY** and after giving **CONTRACTOR** and **CONTRACTOR'S** Surety, seven (7) calendar days written notice, terminate employment of **CONTRACTOR** and may, subject to any prior rights of the surety:

6.3.4.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.4.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and,

6.3.4.3 Finish the Work by whatever reasonable method **CITY** may deem expedient.

6.3.5 If **CITY** terminates this Contract for one of the reasons stated in Subsection 6.3.3, **CONTRACTOR** shall not be entitled to receive further payment until the Work is finished.

6.3.5.1 If the unpaid balance of the Contract Amount exceeds the cost of finishing the Work including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the Work exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.5.2 In the event of such termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**; however, such holdings will not release **CONTRACTOR** or its sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the Work by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.3.5.3 If at any time before completion of the Work under this Contract, the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, **CITY** may give notice to **CONTRACTOR** to discontinue the Work and terminate this Contract. **CONTRACTOR** shall discontinue the Work in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the work actually performed up to the time of discontinuance, including any extra work ordered by **CITY** to be done.

6.4 **Time to Correct:**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

6.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.5 Winding Up Affairs Upon Termination:

6.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

6.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

6.5.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

6.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

6.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 25 City Ownership of Proprietary Information**.

7 REMEDIES:

7.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

8 LIMITED LIABILITY:

8.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

9 FORCE MAJEURE:

9.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

10 INDEMNIFICATION:

10.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

10.2 Except as otherwise provided in Subsection 10.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

10.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

10.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

10.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

10.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

11 INDEPENDENT CONTRACTOR:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0809-072

11.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

11.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

11.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

11.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

11.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

12 PERFORMANCE BOND & LABOR AND MATERIAL PAYMENT BOND:

12.1 A Performance Bond & a Labor and Material Payment Bond, pursuant to the requirements of Nevada Revised Statute 339.025, in the amount of one hundred percent (100%) of the **CONTRACT AMOUNT** must be provided by **CONTRACTOR** to Carson City Purchasing & Contracts within ten (10) calendar days of the issuance of the Notice of Award. Said bonds shall remain in full force and effect for a period of not less than one (1) year from the date of Final Acceptance of this **WORK** by the Carson City Board of Supervisors.

12.2 Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute 683A.090 and issued by an appointed agent pursuant to Nevada Revised Statute 683A.280. Performance Bond & Labor and Material Payment Bond must be on the forms supplied by Carson City Purchasing & Contracts and issued by a reputable solvent surety company properly licensed and authorized to conduct business in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and/or be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) Said bonds shall be issued and made payable to Carson City, 201 North Carson Street Suite 11, Carson City, Nevada 89701.

12.3 Bonds issued by an individual surety are not acceptable to **CITY**.

12.4 **CONTRACTOR** shall require any resident agent who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

12.5 A Performance Bond or Labor and Material Payment Bond prepared by a licensed non-resident agent must be countersigned by a resident agent in accordance with the provisions of Nevada Revised Statute 680A.300.

12.6 **CONTRACTOR** agrees that any required bonding or guarantee shall not be considered as the exclusive remedy of **CITY** for any default in any respect by **CONTRACTOR**, but such bonding or guarantee shall be considered to be in addition to any right or remedy hereunder or allowed by law, equity, or statute.

12.7 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required bonds to Carson City Purchasing & Contracts, and (2) **CITY** has issued the Notice to Proceed.

13 INSURANCE REQUIREMENTS:

13.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**, and (3) **CITY** has issued the Notice to Proceed.

13.3 **CONTRACTOR** shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

13.5 The insurance requirements specified herein do not relieve **CONTRACTOR** of his responsibility or limit the amount of his liability to **CITY** or other persons, and **CONTRACTOR** is encouraged to purchase such additional insurance as he deems necessary.

13.6 **CONTRACTOR** is responsible for and must remedy all damage or loss to any property, including property of **CITY**, caused in whole or in part by **CONTRACTOR**, any subcontractor or anyone employed, directed or supervised by **CONTRACTOR**. **CONTRACTOR** is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **WORK**.

13.7 **CITY** reserves the right to occupy existing facilities under construction or to use or occupy parts of the **WORK**. Insurance policies shall not restrict or limit such use.

13.8 Insurance Coverage:

13.8.1 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.8.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.8.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.8.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.9 General Requirements:

13.9.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

13.9.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers,

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.9.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.9.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.9.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.9.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

13.9.7 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.9.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

13.9.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.9.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.9.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

13.9.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

14.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.2 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

14.1.3 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

15.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

16.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

17 INSTALLATION FLOATER:

17.1 **CONTRACTOR** shall provide an installation floater insuring property of **CITY** including machinery and equipment that **CONTRACTOR** has agreed to install. The insured amount must equal the full replacement value of such property in the amount of Eight Hundred Fifty Thousand Dollars and No Cents (\$850,000.00).

18 BUSINESS LICENSE AND NEVADA CONTRACTOR'S LICENSE:

18.1 **CONTRACTOR** shall procure a Carson City business license within ten (10) calendar days of the issuance of the Notice of Award.

18.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing & Contracts, and (2) **CITY** has issued the Notice to Proceed.

18.3 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

18.4 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **WORK** and has the classification(s) of contractor's license stipulated by **CITY** for this particular Work issued by the Nevada State Contractors' Board.

18.5 **CONTRACTOR** and its subcontractors shall comply with all provisions of Nevada Revised Statutes Chapter 624 and Nevada Administrative Code Chapter 624.

19 COMPLIANCE WITH LEGAL OBLIGATIONS:

19.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

20 WAIVER OF BREACH:

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

21 SEVERABILITY:

21.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

22 ASSIGNMENT/DELEGATION:

22.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

23.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

23.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

25 CONFIDENTIALITY:

25.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

26 FEDERAL FUNDING:

26.1 In the event federal funds are used for payment of all or part of this Contract:

26.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

26.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

26.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

27 LOBBYING:

27.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

27.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

27.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

27.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

28 GENERAL WARRANTY:

28.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

29 PROPER AUTHORITY:

29.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

30 ARBITRATION:

30.1 Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

31 GOVERNING LAW; JURISDICTION:

31.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

32 ENTIRE CONTRACT AND MODIFICATION:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

32.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.


CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

33 ACKNOWLEDGMENT AND EXECUTION:

33.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Sandy Scott, Contracts Coordinator
Purchasing and Contracts
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

By: 
SANDY SCOTT

DATED 10-28-08

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

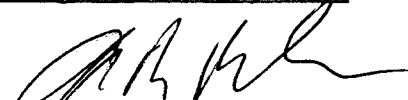
I have reviewed this Contract and approve as to its legal form.

By: 
Deputy District Attorney

DATED 10-28-08

CITY'S ORIGINATING DEPARTMENT

BY: Andy Burnham, Public Works Director
Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@ci.carson-city.nv.us

By: 
ANDY BURNHAM
Public Works Director

DATED 10/28/08

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

Walt Johnson deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Walt Johnson

TITLE: President

FIRM: K.G. Walters Construction Company, Inc.

CARSON CITY BUSINESS LICENSE #: _____

NEVADA CONTRACTOR'S LICENSE #: 17382, 17383, 424498

Address: PO Box 4359

City: Santa Rosa **State:** California **Zip Code:** 95402

Telephone: 707-527-9468/ **Fax #:** 707-527-0244

E-mail Address: waltjohnson@kgwalters.com

(Signature of **CONTRACTOR**)

DATED 10/28/08

STATE OF _____)
County of _____) ss

Signed and sworn (or affirmed) before me on this _____ day of October, 2008, by Walt Johnson.

(Signature of Notary)

(Notary Stamp)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-072

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 2, 2008 approved the acceptance of **CONTRACT No. 0809-072**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

MARV TEIXEIRA, MAYOR

DATED this 2nd day of November, 2008.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 2nd day of November, 2008.

ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT; AND ACCEPTANCE OF
ASSIGNMENT

This assignment will be effective on *[insert date]*.

The Contract between the City and County of Carson City, a political subdivision of the State of Nevada ("Buyer") and Hungerford & Terry, Inc. ("Seller") for furnishing Goods and Special Services under the Contract Documents entitled 0708-064 Packaged Arsenic Water Treatment Plant Equipment is hereby assigned, transferred, and set over to K. G. Walters Construction Company, Inc. ("Construction Contractor"). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY: Marv Teixeira, Mayor
Buyer

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

By: _____
(Signature) (Title)

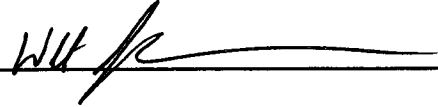
ASSIGNMENT
ACKNOWLEDGED AND ACCEPTED BY: Kenneth M. Sayell, VP of Sales
Seller

(If Seller is a corporation, attach evidence of authority to sign.)

By: _____
(Signature) (Title)

ASSIGNMENT ACCEPTED BY: Walter Johnson, President
Construction Contractor

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

By: 

UNANIMOUS CONSENT IN LIEU OF MEETING
OF THE BOARD OF DIRECTORS
OF K.G. WALTERS CONSTRUCTION CO., INC.

The undersigned, constituting all of the members of the Board of Directors of K.G. Walters Construction Co., Inc., a California corporation (the "Company"), hereby unanimously consent, in lieu of a special meeting of directors pursuant to Section 307(b) of the California General Corporation Law, to the adoption of the following resolutions, said consent to have the same force and effect as a vote of the directors at a special meeting:

RESOLVED, that effective this date, the officers of the Corporation shall be as follows:

Chairman of the Board, President and Treasurer	-	Walter Johnson
Managing Vice President	-	David Backman
Vice President for Mechanical and Home Office Administration	-	Thomas Crotty
Secretary	-	Valerie Carmichael

RESOLVED, that Walter Johnson, Kenneth G. Walters, David Backman and Thomas Crotty are authorized to sign and execute bids and proposals on behalf of the Company.

RESOLVED, that the By-Laws of the Company shall be, and they hereby are, amended and restated in their entirety as set forth in Exhibit A to this unanimous consent.

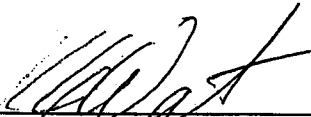
RESOLVED, that the Company shall be, and hereby is, authorized and directed to enter into that certain Shareholders Agreement effective as of December 31, 2002, a copy of which is attached as Exhibit B to this unanimous consent.

RESOLVED, that the Company shall be, and hereby is, authorized and directed to redeem all of the capital stock of the Company held by Kenneth G. Walters and, in consideration thereof, issue to him a promissory note in the initial principal amount of \$396,277, in the form attached as Exhibit C to this unanimous consent.

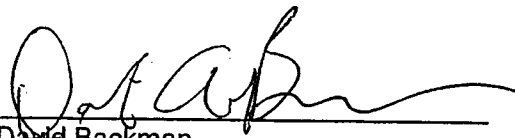
RESOLVED, that the officers of the Company shall be, and hereby are, authorized and directed (i) to execute and deliver in the name and on behalf of the Company any documents and/or instruments necessary or appropriate to be delivered in connection with the foregoing resolutions, with such changes thereto as may be approved by the officers executing the same, the execution thereof by said officers to be conclusive evidence of such approval, and (ii) to consummate the transactions contemplated by such documents and/or instruments.

RESOLVED, that the Secretary of the Company be, and hereby is, authorized and directed to file this unanimous consent with the minutes of the proceedings of the Board of Directors of the Company.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors has executed this unanimous consent as of January 31, 2003.



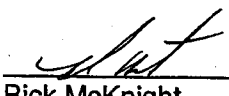
Kenneth G. Walters



David Backman



Walter Johnson



Rick McKnight

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We K.G. WALTERS CONSTRUCTION CO., INC.
as Principal, hereinafter called Contractor, and HARTFORD FIRE INSURANCE COMPANY
a corporation duly organized under the laws of the State of Nevada,* as Surety, hereinafter called the Surety,
are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada,
hereinafter called City, for the sum of \$ 5% OF AMOUNT BID Dollars
(state sum in words) FIVE PERCENT OF AMOUNT BID

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. *CONNECTICUT

WHEREAS, the Principal has submitted a bid, identified as **BID #0809-072** and titled **"Carson City Arsenic Water Treatment Plant and Water Line Project Re-Bid"**.

NOW, THEREFORE if City shall accept the bid of the Principal and the Principal shall enter into a contract with City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bid or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Bid or Contract Documents then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this 6TH day of OCTOBER, 2008

Signature of Principal: [Signature]

Title: President

Firm: K.G. WALTERS CONSTRUCTION CO., INC.

Address: P.O. BOX 4359

City / State / Zip Code: SANTA ROSA, CA. 95402

Written Name of Principal: Walt Johnson

ATTEST NAME
Signature of Notary: _____

Subscribed and sworn before me this _____ day of _____, 2008
(printed name of notary) _____ Notary Public for the State of _____.

Claims Under this Bond May Be Addressed To:	Nevada Resident Agent Information- NO LONGER REQUIRED Complete for out of state bonding companies
Name of Surety <u>HARTFORD FIRE INSURANCE COMPANY</u>	Name of Local Agent
Address <u>33 NEW MONTGOMERY ST.</u>	Address
City <u>SAN FRANCISCO</u>	City
State / Zip Code <u>CALIFORNIA 94105</u>	State / Zip Code
Name <u>RICHARD S. SVEC</u>	Agent's Name
Title <u>ATTORNEY-IN-FACT</u>	Agent's Title
Phone <u>(408) 288-8000</u>	Agent's Telephone
Surety's Acknowledgement By: <u>[Signature]</u>	
NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached	

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 57-554462 & 57-150896

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Anna Sweeten, Richard S. Svec, Linda K. LaMarr, Michael J. Heffernan
of
San Jose, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 6, 2008

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

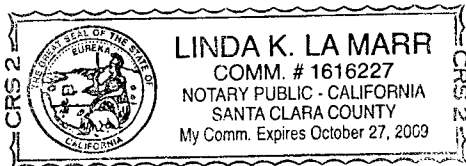
On October 6, 2008 before me, Linda K. LaMarr, Notary Public,

personally appeared Richard S. Svec

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Linda K. LaMarr
SIGNATURE OF NOTARY PUBLIC

PLACE NOTARY SEAL ABOVE

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

SIGNER'S NAME: _____

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S) _____

- PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER : _____

SIGNER IS REPRESENTING _____

SIGNER'S NAME: _____

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S) _____

- PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER : _____

SIGNER IS REPRESENTING _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SONOMA

On OCTOBER 6, 2008 before me, SUZETTE RANSOM, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

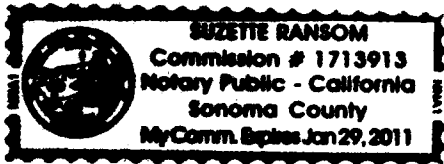
personally appeared WALT JOHNSON
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Suzette Ransom*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: BID BOND

Document Date: _____ Number of Pages: _____

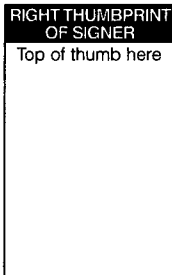
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

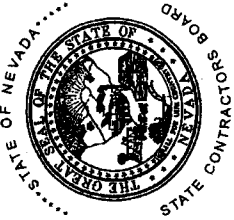


Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____





NEVADA STATE CONTRACTORS' BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-03-14-0108

K G WALTERS CONSTRUCTION CO., INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 17383 ORIGINAL ISSUE DATE: 04/25/1980 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING 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 GENERAL 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 GENERAL 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.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON MAY 1, 2008 AND EXPIRES ON APRIL 30, 2009, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias

NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI GREIN, EXECUTIVE OFFICER

5-1-2008

DATE

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 General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

1 BID RESPONSE FOR BID # 0809-072

BID TITLE: Carson City Arsenic Water Treatment Plant and Water Line Project


NOTICE: No substitution or revision to this **BID RESPONSE** form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this **BID RESPONSE** form. Although the Prevailing Wages are provided in this Bid document, Bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful Bidder will be required to provide the current Prevailing Wages used in preparation of their bid within twenty-four (24) hours of the time and date set for receipt of **SEALED BIDS** which is indicated in the **Notice to Contractors**.

PRICES shall be valid for sixty (60) calendar days after the date set for **BID OPENING** which is indicated in the **Notice to Contractors**.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of NRS 338.147 must be submitted with his bid for the preference to be considered. This statute does not apply to projects expected to cost less than \$250,000.00.

COMPLETION of this project is expected **PURSUANT TO THESE BID AND CONTRACT DOCUMENTS**.

BIDDER acknowledges receipt of 2 Addendums.


(Signature of Bidder)

SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A: Arsenic Treatment Plant				
1) Mobilization/Demobilization (8.6.19.1)	1	LS	100,000 ⁰⁰	100,000 ⁰⁰
2) Site Grading (8.6.19.2)	1	LS	17,000 ⁰⁰	17,000 ⁰⁰
3) Provide and Install Sub-Surface Infiltration Gallery (8.6.19.3)	1	LS	12,000 ⁰⁰	12,000 ⁰⁰
4) Concrete Pads and AC Pavement Removal and Disposal (8.6.19.4)	8500	SF	1 ⁰⁰	8,500 ⁰⁰
5) AC Pavement (8.6.19.5)	6650	SF	5 ⁰⁰	33,250 ⁰⁰
6) Concrete Pavement (8.6.19.6)	805	SF	14 ⁰⁰	11,270 ⁰⁰
7) Concrete Curb and Gutter (8.6.19.7)	200	LF	30 ⁰⁰	6,000 ⁰⁰
8) 60" Diameter SSMH (8.6.19.8)	1	LS	22,000 ⁰⁰	22,000 ⁰⁰
9) 12 ft Double Leaf Swing Gate (8.6.19.9)	1	LS	2,000 ⁰⁰	2,000 ⁰⁰
10) 4 ft Single Leaf Swing Gate (8.6.19.10)	1	LS	1,600 ⁰⁰	1,600 ⁰⁰

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

Description	Scheduled Value	Unit	Unit Price	Total Price
11) Construction Fence (8.6.19.11)	100	LF	10 ⁰⁰	1,000 ⁰⁰
12) Backwash Sludge Pump Station (8.6.19.12)	1	LS	151,000 ⁰⁰	151,000 ⁰⁰
13) Surge Tank at Well 49 (8.6.19.13)	1	LS	45,000 ⁰⁰	45,000 ⁰⁰
14) Installation of Arsenic Treatment Unit (8.6.19.14)	1	LS	126,000 ⁰⁰	126,000 ⁰⁰
15) Plate Settler (8.6.19.15)	1	LS	90,000 ⁰⁰	90,000 ⁰⁰
16) Decant Pump Station (8.6.19.16)	1	LS	87,000 ⁰⁰	87,000 ⁰⁰
17) Backwash Tank Construction, Installation & Appurtenances (8.6.19.17)	1	LS	200,000 ⁰⁰	200,000 ⁰⁰
18) Filter Media (8.6.19.18)	1	LS	120,000 ⁰⁰	120,000 ⁰⁰
19) Surge Relief Valve and Vault (8.6.19.19)	2	EA	26,000 ⁰⁰	52,000 ⁰⁰
20) Motorized Valve Vault (8.6.19.20)	2	EA	16,000 ⁰⁰	32,000 ⁰⁰
21) Reduced Pressure Principle Backflow Preventer (8.6.19.21)	1	LS	18,350 ⁰⁰	18,350 ⁰⁰
22) Rapid Mixer Vault (8.6.19.22)	1	LS	40,000 ⁰⁰	40,000 ⁰⁰
23) Mechanical Yard Piping (8.6.19.23)	1	LS	100,000 ⁰⁰	100,000 ⁰⁰
24) Utility Service Connections (8.6.19.24)	1	LS	7,000 ⁰⁰	7,000 ⁰⁰
25) Filter Building Utilities (8.6.19.25)	1	LS	18,000 ⁰⁰	18,000 ⁰⁰
26) Filter Building Electrical and Control Panels (8.6.19.26)	1	LS	92,000 ⁰⁰	92,000 ⁰⁰
27) Site Electrical and Control Panels (8.6.19.27)	1	LS	138,000 ⁰⁰	138,000 ⁰⁰
28) Site Electrical Distribution and Grounding System (8.6.19.28)	1	LS	18,000 ⁰⁰	18,000 ⁰⁰
29) Electrical Switchgear (8.6.19.29)	1	LS	20,000 ⁰⁰	20,000 ⁰⁰
30) Telemetry Support Equipment (8.6.19.30)	1	LS	42,000 ⁰⁰ 261,000⁰⁰	42,000 ⁰⁰ 261,000⁰⁰
31) Filter Equipment Markup (8.6.19.31)	1	LS	5,000 ⁰⁰	5,000 ⁰⁰
Sub-Total Schedule A:				1,615,970 ⁰⁰

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule B: Architectural Improvements				
32) Building Architectural Improvements (13.6.20.1)	1	LS	165,000 ⁰⁰	165,000 ⁰⁰
Sub-Total Schedule B:				165,000 ⁰⁰
Schedule C: Structural Improvements				
33) Removal of all existing concrete Flat Work inside the existing building (8.6.21.1)	1	LS	10,000 ⁰⁰	10,000 ⁰⁰
34) Install all Required New Concrete Flat Work inside the Building (8.6.21.2)	1	LS	42,000 ⁰⁰	42,000 ⁰⁰
35) Install all Required New Concrete Flat Work outside the Building (8.6.21.3)	1	LS	27,000 ⁰⁰	27,000 ⁰⁰
36) Install all Required Masonry Work (8.6.21.4)	1	LS	3,500 ⁰⁰	3,500 ⁰⁰
37) Install all Required Structural Steel Work (8.6.21.5)	1	LS	20,000 ⁰⁰	20,000 ⁰⁰
38) Install all Required Wood Framing Work (8.6.21.6)	1	LS	12,000 ⁰⁰	12,000 ⁰⁰
Sub-Total Schedule C:				114,500 ⁰⁰
Schedule D: Raw Water Line from Well #49 to Arsenic Treatment Plant				
39) Mobilization/demobilization and Cleanup (8.6.22.1)	1	LS	45,000 ⁰⁰	45,000 ⁰⁰
40) Pot-Hole and Lay out commencement of work (8.6.22.2)	10	EA	700 ⁰⁰	7,000 ⁰⁰
41) 8 inch PVC DR 18 Water Main and Appurtenances within City Easement on State Property (8.6.22.3)	700	LF	63 ⁰⁰	44,100 ⁰⁰
42) 12 inch PVC DR 18 Water Main and Appurtenances in NDOT Right of Way (8.6.22.4)	527	LF	120 ⁰⁰	63,240 ⁰⁰
43) 12 inch PVC DR 18 Water Main and Appurtenances in City Right of Way (8.6.22.5)	3496	LF	82⁰⁰ 82 ⁰⁰	286,672 ⁰⁰
44) 12 inch Ductile Iron Water Main and Appurtenances in City Right of Way (8.6.22.6)	60	LF	200 ⁰⁰	12,000 ⁰⁰

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

Description	Scheduled Value	Unit	Unit Price	Total Price
45) 4" concrete cap over 12" PVC Water Main located in NDOT Right-of-Way (8.6.22.7)	527	LF	16 ⁰⁰	8,432 ⁰⁰
46) 12" Check Valve and Manhole assembly (8.6.22.8)	1	LS	18,000 ⁰⁰	18,000 ⁰⁰
47) All plumbing items required for connection of new 8" Water Main to Well #49 (8.6.22.9)	1	LS	25,000 ⁰⁰	25,000 ⁰⁰
48) All plumbing items required for connection of new 12" Water Main to Well #4 (8.6.22.10)	1	LS	16,000 ⁰⁰	16,000 ⁰⁰
49) Air Release assembly (8.6.22.11)	2	EA	3,500 ⁰⁰	7,000 ⁰⁰
50) Angle Point Markers (8.6.22.12)	6	EA	325 ⁰⁰	1,950 ⁰⁰
51) Traffic Control in NDOT Right-of-Way (8.6.22.13)	1	LS	5,500 ⁰⁰	5,500 ⁰⁰
52) Traffic Control in City Right-of-Way (8.6.22.14)	1	LS	11,000 ⁰⁰	11,000 ⁰⁰
53) Replacement Curb, Gutter and Sidewalk (8.6.22.15)	75	LF	43 ⁰⁰	3,225 ⁰⁰
54) Replacement Landscape (8.6.22.16)	1	LS	8,000 ⁰⁰	8,000 ⁰⁰
55) Chain Link Fencing and Gates (8.6.22.17)	1	LS	12,000 ⁰⁰	12,000 ⁰⁰
56) Type II base for Temporary Parking (8.6.22.18)	1	LS	14,000 ⁰⁰	14,000 ⁰⁰
57) Clearing and grubbing between Station 48+40 to 55+60 of new pipeline and within newly fenced area around Well 4	1	LS	6,000 ⁰⁰	6,000 ⁰⁰
Sub-Total Schedule D:				594,119 ⁰⁰
Total base bid Schedules A through D:				2,489,589 ⁰⁰

Total Schedule A through D Bid Price Written in Words:

Additive/Alternatives

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

A1) Remove Existing Built-up Roofing System and Replace with New Single-Ply Roof System (8.6.23.2)	1600	SF	13 ⁰⁰	43,200 ⁰⁰
A2) Stabilize Sub-grade under 8" DR 18 Pipe (8.6.23.3)	700	LF	1 ⁰⁰	7,000⁰⁰ 700 ⁰⁰
A3) Stabilize Sub-grade under 12" DR 18 Pipe in NDOT Right-of-Way (8.6.23.4)	527	LF	1 ⁰⁰	527 ⁰⁰
A4) Stabilize Sub-grade under 12" DR 18 Pipe in City Right-of-Way (8.6.23.5)	3556	LF	1 ⁰⁰	3556 ⁰⁰
A5) Install 2.5" of new Asphalt over Type II base in Temporary Parking Lot (8.6.23.6)	1	LS	24,000 ⁰⁰	24,000 ⁰⁰

Bid may be awarded based on the Base Bid only, or Any Combination of Base Bid plus any combination of Additive Alternates

Example: Base Bid + A1, Base Bid + A2, Base Bid + A3, Base Bid + A1 + A2 + A5 or Base Bid + A2 + A3 + A4.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

BIDDER INFORMATION:

Company Name:	KG Walters Construction Co Inc
Federal ID No.:	94-2263833
Mailing Address:	PO Box 4359
City, State, Zip Code:	Santa Rosa CA 95402
Complete Telephone Number:	707 527-9968
Complete Fax Number:	707 527-0244
E-Mail Address:	waltjohnson@kgwalters.com
Contact Person / Title:	Walt Johnson
Mailing Address:	PO Box 4359
City, State, Zip Code:	Santa Rosa CA 95402
Complete Telephone Number:	707 527-9968
Complete Fax Number:	707 527-0244
E-mail Address:	waltjohnson@kgwalters.com

LICENSING INFORMATION:

Nevada State Contractor's License Number:	17382, 17383, 42418
License Classification(s):	A, B, C-1
Limitation(s) of License:	unlimited
Date Issued:	4/25/80
Expiration Date:	4/30/10, 6/30/10
Name of Licensee:	KG Walters Construction Co Inc
Carson City Business License Number:	
Date Issued:	will obtain if low bidder
Expiration Date:	
Name of Licensee:	

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

DISCLOSURE OF PRINCIPALS:

1. Individual and/or Partnership:

Owner 1) Name:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
Owner 2) Name:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
Other 1) Title:
Name:
Other 2) Title:
Name:

2. Corporation:

State in which Company is Incorporated:	California
Date Incorporated:	10/4/74
Name of Corporation:	KG Walters Construction Co Inc
Mailing Address:	PO Box 4359
City, State, Zip Code:	Santa Rosa CA 95402
Complete Telephone Number:	707 527-9968
President's Name:	Walt Johnson
Vice-President's Name:	Tom Crotty
Other 1) Name:	Dave Backman
Title:	Vice President
Other 2 Name:	Valerie Carmichael
Title:	Secretary

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years with Company
Name 1): <i>Walt Johnson</i>	18
Title 1): <i>President</i>	
Name 2): <i>Tom Crotty</i>	24
Title 2): <i>Vice President</i>	
Name 3): <i>Dave Backman</i>	13
Title 3): <i>Vice President</i>	
Name 4):	
Title 4):	
Name 5):	
Title 5):	
Name 6):	
Title 6):	

(If additional space is needed, attach a separate page)

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**



REFERENCES:

List at least three (3) contracts of a similar nature performed by your Company in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid) to list what your qualifications are for this Contract. Carson City reserves the right to contact and verify with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (If additional space is needed, attach a separate page)

Company Name 1): <i>see attached list</i>
Contact Person:
Mailing Address:
City, State Zip Code:
Complete Telephone Number
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contact Person:
Mailing Address:
City, State Zip Code:
Complete Telephone Number
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 3):

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Contact Person:
Mailing Address:
City, State Zip Code:
Complete Telephone Number
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

Company Name 4):
Contact Person:
Mailing Address:
City, State Zip Code:
Complete Telephone Number
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:


KG WALTERS CONSTRUCTION
CURRENT PROJECTS UNDER CONSTRUCTION

SCHEDULED
COMPLETION

ENGINEER

OWNER

DESCRIPTION

PROJECT

PROJECT	DESCRIPTION	OWNER	ENGINEER	SCHEDULED COMPLETION
Fernley Water Treatment Plant Fernley, NV \$38,207,000 Superintendent: Dave Backman	Construction of a 20 MGd water treatment plant including microfiltration, chlorination, high lift pump station, masonry buildings, piping, electrical	City of Fernley 595 Silver Lace Blvd Fernley, NV 89408 Attn: Eric Boyer (775) 884-9927	Camp Dresser & McKee Inc 100 Pringle Ave Ste 300 Walnut Creek, CA 94596 Attn: Jon Toyoda (925) 933-2900	Aug-09
Lower Cross Country Sewage Lift Station #21 Copperopolis, CA \$1,851,750 Superintendent: Rick McKnight	Construction of 400 gpm sewage lift station, wetwell, masonry pumphouse, control building, surge tank system, two 30,000 gallon overflow tanks	Calaveras County Water Dist 423 E St Charles St San Andreas CA 95249 Attn: Steve Hutchings (209) 754-3543	Domenichelli & Associates 1107 Investment Blvd Ste 145 El Dorado Hills, CA 95762 Attn: Tony Barela (916) 966-1997	Sep-08
Moody Lane Regional Water Reclamation Facility Fallon, NV \$7,689,470 Superintendent: John Collins	Construction of 600,000 gpd water reclamation facility, utilizing Zenon membrane technology	Churchill County 155 N Taylor St Ste 194 Fallon, NV 89406 Attn: Mishi Stojicevic (775) 423-2153	Shaw Engineering 20 Vine St Reno, NV 89503 Attn: Paul Winkelman (775) 329-5559	Sep-08
MGSD Anaerobic Digester Minden, NV \$4,370,781 Superintendent: John Collins	Construction of digester control building, new digester, trickling filter pumping station, miscellaneous plant improvements	Minden Gardnerville Sanitation District 1790 Highway 395 Minden NV 89423	HDR Engineering 2700 Ygnacio Valley Rd Ste 300 Walnut Creek, CA 94598 Attn: Craig Olson (916) 817-4700	Oct-08
Marlette Hobart Water System Improvements Carson City, NV \$3,359,400 Superintendent: Chris Bever	Construction of pump station and generator building improvements, intake pipeline and screen, road improvements	State of Nevada Public Works Board 515 E Musser St Carson City NV 89701 Attn: Dan Daily (775) 684-4116	Brown & Caldwell 3264 Goni Rd #153 Carson City NV 89706 Attn: Rich Matucci (775) 883-4118	Oct-08

**K.G.WALTERS CONSTRUCTION
COMPLETED PROJECTS**

PROJECT	OWNER	ENGINEER
Northstar Water Treatment Facility Improvement Project Truckee, CA \$2,165,642 Completion: January 2008 Dave Bristol	Northstar Community Services District 908 Northstar Dr Truckee CA 96161 Attn: Mike Geary (530) 562-0747	Eco:Logic Consulting Engineers 10381 Double R Blvd Reno NV 89521 Attn: John Entoc (775) 827-2311
Tracy Power Plant Wastewater Treatment System McCarran, NV \$8,161,248 Completion: November 2007 Raymond Bush	Sierra Pacific Power Co PO Box 10100 Reno NV 89520-0024 Attn: JB McKinney (775) 834-4011	Utility Engineering 1515 Avapahoe St Tower 1 Suite 700 Denver CO 80202 Attn: JimFisher (303) 928-4400
Wastewater Treatment Plant # 7 Rehab Project Graeagle, CA \$917,000 Completion: June 2007 Dave Bristol	Plumas Eureka Community Services District 200 Lundy Lane Blairsden CA 96103 Attn: Frank Motzkus (530) 836-1953	Shaw Engineering 20 Vine St Reno NV 89503 Attn: Steve Brigman (775) 329-5559
DCSID Secondary Clarifier Project Zephyr Cove, NV \$2,888,575 Completion: June 2007 Dave Backman	Douglas County Sewer Improvement District No. 1 P.O. Box 578 Zephyr Cove, NV 89448 Attn: Kelvin Ikehara (775) 588-3558	JWA Consulting Engineers P. O. Box 1819 Zephyr Cove, NV 89448 Attn: Cindy Neisses (775) 588-7178
Walnut Grove/Isleton Arsenic Removal Walnut Grove, CA \$3,584,037 Glen Bryan	California American Water Co 4701 Beloit Drive Sacramento CA 95838 Attn: Shawn Seavey (916) 538-4216	HDR Engineering 2365 Iron Point Rd Ste 300 Folsom CA 95630 Attn: Richard Stratton (916) 817-4700
Jenny Lind Water Treatment Plant Jenny Lind, CA \$3,623,228. Rick McKnight Completion: October 2007	Calaveras County Water District 423 E St Charles St San Andreas CA 95249 Attn: Steve Hutchins (209) 754-3543	Peterson Brastad Pivetti Inc 101 Parkshore Drive Folsom CA 95630 Attn: Bob Rice (916) 275-6181
Fort Bragg Wastewater Treatment Plant Headworks Screen Project Fort Bragg, CA \$716,574 Ben Dalton Completion: October 2007	Fort Bragg Municipal Improvement District No. 1 416 North Franklin St Fort Bragg CA 95437 Attn: Dave Goble (707) 961-2823	Nute Engineering 907 Mission Ave San Rafael CA 94901 Attn: Ed Nute (415) 443-4480
Effluent Export Pipeline Project State Parks Pumping Stations and Burnt Cedar Chemical Feed Incline Village, NV \$1,001,167 Vince Johnson Completion: July 2007	Incline Village General Improvement District Incline Village NV 89451 Attn: Joe Pomroy (775) 832-1269	HDR Engineering Folsom CA 95630 Attn: Rob Williams (916) 817-4700

**K.G.WALTERS CONSTRUCTION
COMPLETED PROJECTS**

PROJECT	OWNER	ENGINEER
Rolling A Ranch Wastewater Treatment Dayton, NV \$15,102,093 Completion: May 2007 Raymond Bush	Lyon County Public Works Utilities Division PO Box 1699 Dayton, NV 89403 Attn: Donette Barreto (775) 246-6220	Brown & Caldwell 201 North Civic Ste 115 Walnut Creek CA 94596 Attn: Bill Faisst (925) 937-9010
NTPUD Chlorine Conversion Project Tahoe Vista, CA \$1,080,000 Completion: February 2007 Dave Bristol	North Tahoe Public Utility District PO Box 139 Tahoe Vista CA 96148 Attn: Lee Schegg (530) 546-4212	ECO Logic 3875 Atherton Road Rocklin, CA 95765 Attn: Mike Wilken (916) 773-8100
Mill Creek Diversion Structure & Pipeline Incline Village, NV \$1,380,807 Completion: November 2006 Ken Joy	Incline Village General Improvement District 893 Southwood Blvd Incline Village NV 89451 Attn: Joe Pomroy (775) 832-1269	HDR Engineering 2365 Iron Point Rd Ste 300 Folsom, CA 95630 Attn: Rob Williams (916) 817-4700
Churchill County Package WWTP Fallon, NV \$1,964,489 Completion: January 2007 Garrett Kooyers	Churchill County 155 N Taylor St Ste 194 Fallon, NV 89406 Attn: Mishi Stojicevic (775) 423-2153	Brown & Caldwell 3264 Goni Road Ste 153 Carson City, NV 89706 Attn: Joel Bellin (775) 883-4118
Bayview Well Control Building Facility South Lake Tahoe, CA Completion: October 2006 \$1,773,149 Glen Bryan	South Tahoe Public Utility District 1275 Meadow Crest Drive South Lake Tahoe, CA 96150 Attn: Jim Hoggatt (530) 544-6474	South Tahoe Public Utility District 1275 Meadow Crest Dr. South Lake Tahoe, CA. 96150 Attn: Jim Hoggatt (530) 544-6474
City of Ukiah Water Treatment Plant Improvements Ukiah, CA Completion: August 2006 \$7,172,000 Rick McKnight	City of Ukiah 411 W. Clay Street Ukiah, CA 95482 Attn: Ann Burck (707) 463-6286	Owen Engineering 3377 Coach Lane, Ste K Cameron Park, CA 95682 Attn: Web Owen (530) 677-5286
Reno Stead Water Reclamation Facility Expansion Reno, NV Completion: July 2006 \$16,740,192 Dave Backman	City of Reno Public Works Department 350 South Center St., Ste 400 Reno, NV 89501 Attn: Stan Shumaker (775) 334-2215	Eco:Logic 3875 Atherton Rd Rocklin CA 95765 Attn: Steve Beck (916) 773-8100
Cold Springs Water Reclamation Facility Reno, NV Completion: September 2005 \$6,677,990 Raymond Bush	Washoe Co. Dept of Water Resources 4936 Energy Way Reno, NV 89502 Attn: Joe Howard (775) 954-4600	Kennedy Jenks 200 S W Market St., Suite 500 Portland OR 97201-5715 Attn: Harry Ritter (503) 295-4911

**K.G.WALTERS CONSTRUCTION
COMPLETED PROJECTS**

PROJECT	OWNER	ENGINEER
Hobo Hot Springs WTP – Color & Carson City, NV Completion: September 2005 \$900,375 John Collins	Indian Hills GID 3400 James Carson City, NV Attn: Jim Bently (775) 267-2805	Resource Concepts Inc. 340 N. Minnesota Street Carson City, NV 89703 Attn: Brian Randall (775) 883-1600
Carson Highlands Package Waste Water Treatment Plant Moundhouse, NV Completion: July 2005 \$475,280 John Collins	Lyon County Public Works Utilities Division 18 Highway 95A North Yerington, NV 89447 Attn: Mike Workman (775) 246-6220	Brown & Caldwell 3488 Goni Road Suite 142 Carson City, NV 89706 Attn: Brian Bass (775) 883-4118
Sodium Hypochlorite Storage & Distribution Facility South Lake Tahoe, CA Completion: January 2005 \$1,354,821 Dave Backman	South Tahoe Public Utility District 1275 Meadow Crest Drive S. Lake Tahoe, CA 96150 Attn: Jim Hoggatt (530) 544-6474	South Tahoe Public Utility District 1275 Meadow Crest Drive S. Lake Tahoe, CA 96150 Attn: Jim Hoggatt (530) 544-6474
Gauntlett/Fitch Water Treatment Facility Healdsburg, CA Completion: August 2005 \$3,805,025 Rick McKnight	City of Healdsburg 401 Grove Street Healdsburg, CA 95488 Attn: Jim Flugum (707) 431-3346	HDR Engineering 2365 Iron Point Rd, Ste 300 Folsom, CA 95630 Attn: Craig Olsen (916) 817 4700
Bakersfield Well Treatment Project S. Lake Tahoe, CA Completion: August 2004 \$236,615 Dave Backman	South Tahoe Public Utility District 1275 Meadow Crest Drive S. Lake Tahoe, CA 96150 Attn: Jim Hoggatt (530) 544-6474	South Tahoe Public Utility District 1275 Meadow Crest Drive S. Lake Tahoe, CA 96150 Attn: Jim Hoggatt (530) 544-6474
Gardner Mountain Sewer Pump Station & Cornelian Drive Water Booster Pump Station S. Lake Tahoe, CA Completion: October 2004 \$1,456,203 Enrique Gonzalez	South Tahoe Public Utility District 1275 Meadow Crest Drive S. Lake Tahoe, CA 96150 Attn: Jim Hoggatt (530) 544-6474	Carollo Engineers 2700 Ygnacio Valley Road, Ste 300 Walnut Creek, CA 94598 Attn: Dave Michaut (925) 932-1710
Reno Stead Water Reclamation Facility Facility Modifications Reno, NV Completion: July 2004 \$358,077 Dave Backman	City of Reno Public Works Dept. 350 S. Center St., Ste 400 Reno, NV 89501 Attn: John Sparnicht (775) 334-3319	AMEC Infrastructure, Inc. 9450 Double R Blvd. Reno, NV 89521 Attn: Michael Drinkwater (775) 850-8430
Reno Stead Water Reclamation Facility Solids Pumping Station Reno, NV Completion: September 2004 \$1,584,246 Dave Backman	City of Reno Public Works Dept. 350 S. Center St., Ste 400 Reno, NV 89501 Attn: Stan Shumaker (775) 334-3309	Eco:Logic, LLC 10381 Double R Blvd. Reno, NV 89521 Attn: Roy Johnson (775) 827-2311


**K.G.WALTERS CONSTRUCTION
COMPLETED PROJECTS**

PROJECT	OWNER	ENGINEER
Herlong Utilities Coop Water Reclamation & Disposition Facility Phase I Herlong, CA Completion: December 2004 \$4,131,559 Jeff Farr	Herlong Utilities Coop P.O. Box 515 Herlong, CA 96113-0515 Attn: Don Armstrong (530) 827-3150	Shaw Engineering 20 Vine Street Reno, NV 89503 Attn: Paul Winkelman (775) 329-5559
Chalk Bluff Water Treatment Plant Phase 3 Expansion Reno, NV Completion: December 2004 \$3,266,556 Raymond Bush	Truckee Meadows Water Authority P.O. Box 30013 Reno, NV 89520-3013 Attn: Tim Grover (775) 834-8025	Ch2M Hill 2525 Airpark Dr. Redding, CA 96001 Attn: Jay Parker (530) 229-3284
Douglas County Sewer Improvement District No. 1 Sludge Thickener Improvements Zephyr Cove, NV Completion: December 2004 \$597,850 Dave Backman	Douglas County Sewer Improvement District No. 1 P.O. Box 578 Zephyr Cove, NV 89448 Attn: John Hastie (775) 588-3558	JWA Consulting Engineers P. O. Box 1819 Zephyr Cove, NV 89448 Attn: Joel Bellin (775) 588-7178
Incline Village Solids Dewatering Facilities Incline Village, NV Completion: October 2003 \$1,016,500 Raymond Bush	Incline Village General Improvement District 893 Southwood Blvd. Incline Village, NV 89451 Attn: Ronnie Rector (775) 832-1267	HDR Engineering 2365 Iron Point Road Suite 300 Folsom CA 95360 Attn: Craig Olson (916) 817-4700
Sunset Water Treatment Plant Improvements Rocklin, CA Completion: September 2003 \$2,359,216 Rick McKnight	Placer County Water Agency P.O.Box 6570 Auburn, CA 95604-6570 Attn: William Charpier (530) 823-4886	Placer County Water Agency P.O.Box 6570 Auburn, CA 95604-6570 Attn: William Charpier (530) 823-4886
MGSD Grit Facility & Primary Clarifier No. 3 \$2,799,557 Minden, NV Completion May 2003 Raymond Bush	Minden-Gardnerville Sanitation District 1790 Highway 395 Minden, NV 89423 Attn: Dave LaBarbara (775) 782-3546	HDR Engineering 2365 Iron Point Road Suite 300 Folsom CA 95360 Attn: Craig Olson (916) 817-4700
City of Tracy Wastewater Treatment Plant Phase 1A \$5,862,533 Tracy, CA Completion April 2003 Rick McKnight	City of Tracy 520 Tracy Blvd Tracy, CA 95376 Attn: Moheb Argand (209) 831-4600	Harris & Associates 520 Tracy Blvd. Tracy, CA 95376 Attn: Jim Thompson (209) 831-4600

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
 PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.


 Signature of Authorized Certifying Official
Walt Johnson
 Printed Name

President
 Title
10/6/08
 Date

I am unable to certify to the above statement. My explanation is attached.

 Signature

 Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2007	1.07	8.82
2006	1.13	10.49

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

SUBCONTRACTORS EXCEEDING FIVE PERCENT (5%) OF CONTRACTOR'S TOTAL BID

INSTRUCTIONS: This information must be submitted with your bid. Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. (If additional space is needed, attach a separate page).

Name of Subcontractor 1): RESOURCE DEVELOPMENT		Address: 2305 GLENDALE AVE SPARKS, NV	
Phone: 775 356 8004	Nevada Contractor License #: 12777AB	Limit of License: UNLIMITED	
Description of the labor or portion of the work: TANK			
Name of Subcontractor 2): CRUZ EXCAVATING		Address: PO BOX 3269 INCLINE VILLAGE, NV	
Phone: 775 831 1170	Nevada Contractor License #: 0053612A	Limit of License: \$5,000,000	
Description of the labor or portion of the work: PIPELINE			
Name of Subcontractor 3): WESTERN PACIFIC		Address: PO BOX 8075 RENO, NV	
Phone: 775 324 2700	Nevada Contractor License #: 0055427	Limit of License: \$2,000,000	
Description of the labor or portion of the work: ELECTRICAL			
Name of Subcontractor 4):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 5):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

SUBCONTRACTORS EXCEEDING FIVE PERCENT (5%) OF CONTRACTOR'S TOTAL BID

INSTRUCTIONS: This information must be submitted with your bid. Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. (If additional space is needed, attach a separate page).

Name of Subcontractor 1):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 2):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 3):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 4):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 5):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

**SUBCONTRACTORS EXCEEDING ONE PERCENT (1%) OF CONTRACTOR'S TOTAL BID OR \$50,000,
 WHICHEVER IS GREATER**

INSTRUCTIONS: This information must be submitted by the three (3) lowest Bidders within two (2) hours after the completion of the opening of the bids. Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. (If additional space is needed, attach a separate page.) Bidder may elect to submit this information with his bid and, in that case, Bidder will be considered as having submitted this information within the above two (2) hours.

Name of Subcontractor 1):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 2):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 3):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 4):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 5):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

**SUBCONTRACTORS EXCEEDING ONE PERCENT (1%) OF CONTRACTOR'S TOTAL BID OR \$50,000,
 WHICHEVER IS GREATER**

INSTRUCTIONS: This information must be submitted by the three (3) lowest Bidders within two (2) hours after the completion of the opening of the bids. Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. (If additional space is needed, attach a separate page.) Bidder may elect to submit this information with his bid and, in that case, Bidder will be considered as having submitted this information within the above two (2) hours.

Name of Subcontractor 1):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 2):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 3):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 4):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 5):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE

SUBCONTRACTORS NOT PREVIOUSLY LISTED ON THE 5% AND 1% PAGES

INSTRUCTIONS: This information must be submitted by the three (3) lowest Bidders within twenty-four (24) hours after the completion of the opening of the bids. Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing any Subcontractors not previously listed. This form must be complete in all respects. (If additional space is needed, attach a separate page.) Bidder may elect to submit this information with his bid and, in that case, Bidder will be considered as having submitted this information within the above twenty-four (24) hours.

Name of Subcontractor 1):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		
Name of Subcontractor 2):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		
Name of Subcontractor 3):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		
Name of Subcontractor 4):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		
Name of Subcontractor 5):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

SUBCONTRACTORS NOT PREVIOUSLY LISTED ON THE 5% AND 1% PAGES

INSTRUCTIONS: This information must be submitted by the three (3) lowest Bidders within twenty-four (24) hours after the completion of the opening of the bids. Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing any Subcontractors not previously listed. This form must be complete in all respects. (If additional space is needed, attach a separate page.) Bidder may elect to submit this information with his bid and, in that case, Bidder will be considered as having submitted this information within the above twenty-four (24) hours.

Name of Subcontractor 1):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 2):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 3):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 4):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of Subcontractor 5):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

ACKNOWLEDGMENT AND EXECUTION:

STATE OF California

)SS

COUNTY OF Sonoma

I, Walt Johnson (Name of party signing this **BID RESPONSE**), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes the following documents: ??? Notice to Contractors; Table of Contents; Terms & Conditions; Bid Bond; Bid Response; Sample Contract for Services of Independent Contractor; Sample Performance Bond; Sample Labor and Material Payment Bond; General Conditions; Prevailing Wage Rates for Carson City; Special Conditions; Technical Specifications; Drawings; Standard Specifications; Standard Plans; Permits, if any; and Addenda, if any.

BIDDER:

PRINTED NAME OF BIDDER: Walt Johnson

TITLE: President

FIRM: KG Walters Construction Co Inc

Address: P.O. Box 4354

City: Santa Rosa CA

State / Zip Code: CA 95402

Telephone Number: 707 527-9968

Fax Number: 707 527-0244

E-mail address: waltjohnson@kgwalters.com

Walt Johnson
(Signature of Bidder)

DATED 10/9/08

Signed and sworn (or affirmed) before me on this ___ day of _____, 2008, by _____

(Signature of Notary)

(Notary Stamp)

END OF BID RESPONSE

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of SONOMA

Subscribed and sworn to (or affirmed) before me on this

6TH day of OCTOBER, 20 08, by
Date Month Year

(1) WALT JOHNSON
Name of Signer

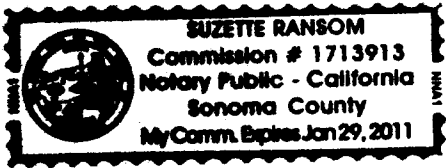
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature *Suzette Ransom*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
 Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
 Top of thumb here



**STATE OF NEVADA
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

K G WALTERS CONSTRUCTION CO INC
P O BOX 4359
SANTA ROSA CA 95402

LIC. NO.
0017382

EXPIRES:
04/30/2010

LIMIT Unlimited
Class: B



**STATE OF NEVADA
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

K G WALTERS CONSTRUCTION CO INC
P O BOX 4359
SANTA ROSA CA 95402

LIC. NO.
0042498

EXPIRES:
06/30/2010

LIMIT Unlimited
Class: C-1



**STATE OF NEVADA
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:

K G WALTERS CONSTRUCTION CO INC
P O BOX 4359
SANTA ROSA CA 95402

LIC. NO.
0017383

EXPIRES:
04/30/2010

LIMIT Unlimited
Class: A