

Item # 4-7

**City of Carson City
Agenda Report**

Date Submitted: December 9, 2008

Agenda Date Requested: December 18, 2008

Time Requested: Consent

Labor Commissioner PWP # CC-2008-297

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to determine that Lyn Marie Trucking, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0809-134 Carson City Waterfall Fire Watershed Improvements- Phase I to Lyn Marie Trucking, Inc. for a bid amount of \$159,461.12 plus a contingency amount not to exceed \$76,420.00 to be funded from the USDA-NRCS Grant Fire Restoration as provided in FY 2007/2008.

Staff Summary: Carson City accepted sealed bids for all labor, materials, tools, and equipment necessary for the Carson City Water Fall Fire Watershed Improvements - Phase I. Phase I of the Project consists of constructing a small sedimentation basin, and conveyance rock structure upstream of the Long Ranch Subdivision and below the Carson City Water Treatment Plant. Work includes a small basin, piping, a rock-lined dry stream bed, a construction access road, temporary erosion control, re-vegetation and related work.

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 Lyn Marie Trucking, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0809-134 Carson City Waterfall Fire Watershed Improvements- Phase I to Lyn Marie Trucking, Inc. for a bid amount of \$159,461.12 plus a contingency amount not to exceed \$76,420.00 to be funded from the USDA-NRCS Grant Fire Restoration as provided in FY 2007/2008.

Explanation for Recommended Board Action: *NOTICE TO CONTRACTORS* were distributed on November 20, 2008 and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on November 19, 2008.

The bids were opened at approximately 11:10 a.m. on November 25, 2008 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Ann Bollinger, Carson City Parks & Recreation Department; Robb Fellows, Carson City Public Works Department, Christine McQueary, Purchasing and Contracts Management Assistant and Sandy Scott, Purchasing & Contracts Coordinator.

Bids were received from the following bidders. Please refer to the **BID TABULATION** for specifics.

Name of Bidder	Total Award Amount
WWW Construction * No longer low bidder due to a mathematical error	\$176,140.62
Lyn Marie Trucking, Inc.	\$159,461.12
WES Construction	\$159,705.44
Petersen Construction, Inc.	\$162,048.00
Canyon Creek Construction * No longer Bidder number five due to a mathematical error	\$3,679,530.08
Marv McQueary Excavating, Inc.	\$184,825.50
Q&D Construction	\$218,167.00
Herback General Engineering, Inc.	\$219,790.04
A&K Earth Movers, Inc.	\$223,682.20
Don Garcia Excavating & Paving	\$229,139.00
Crockett Enterprises, Inc.	\$229,437.00
Wilson Construction, Inc.	\$236,490.00
R&J Joy, Inc. dba Joy Engineering	\$294,120.00
F&P Construction	\$306,501.34
Atlas Contractors, Inc	\$316,750.00
Horizon Construction, Inc.	\$323,311.50
Aspen Developers	\$358,155.00

Staff recommends award to Lyn Marie Trucking, Inc. as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338.

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

Engineers Estimate: \$200,000.00

Project Budget: \$257,880.60

Fiscal Impact: Not to exceed \$235,881.12

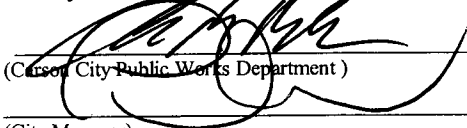


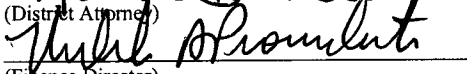
Explanation of Impact: If approved the below referenced account could be decreased by \$235,881.12.

Funding Source: USDA-NRCS Grant Fire Restoration 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. 0809-134, and Bid Response from Lyn Marie Trucking

Prepared By: Sandy Scott, Purchasing & Contracts Coordinator

Reviewed By:  Date: 12-9-08
(Carson City Public Works Department)
 Date: 12/8/08
(City Manager)
 Date: 12-9-08
(District Attorney)
 Date: 12-9-08
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

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# 0809-134 Carson City Waterfall Fire Watershed Improvements - Phase 1

Time and Date of Opening: 10:00 a.m. on November 25, 2008

Description	Bidder # 1		Bidder # 2		Bidder # 3	
	Sched Value	Unit	Unit price	Total price	Unit price	Total price
BONDING Provided, \$, %, or no			5%	10%	5%	
PREFERENTIAL Bidder Status			No	No	Yes	
BIDDER acknowledges receipt addendums			2	2	2	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price
1 Mobilization and De-mobilization (1.5.1.1)	1	LS	\$4,500.00	\$4,500.00	\$6,500.00	\$5,015.00
2 Clear and Grubbing (1.5.1.2)	5.5	ACRES	\$6,132.00	\$33,726.00	\$1,090.00	\$5,995.00
3 Earthwork-Salvage and Replace Topsoil (1.5.1	1	LS	\$9,920.00	\$9,920.00	\$8,500.00	\$8,500.00
4 Temporary Erosion Control (1.5.1.4)	1	LS	\$5,500.00	\$5,500.00	\$9,000.00	\$7,161.00
5 Earthwork-Excavation and Embankment (1.5.1	1	LS	\$14,186.00	\$14,186.00	\$18,000.00	\$8,190.00
6 New Barbed Wire Fence (4 Wire) (1.5.1.6)	1030	LF	\$1.25	\$1,287.50	\$1.94	\$8.50
7 Erosion Mat/Revegation Fabric (C350) (1.5.1.7	4480	SY	\$2.63	\$11,782.40	\$2.45	\$10,976.00
8 Slow Drain (1.5.1.8)	1	LS	\$7,200.00	\$7,200.00	\$3,000.00	\$6,199.50
9 36-inch Diameter RCP (1.5.1.9)	216	LF	\$90.87	\$19,627.92	\$83.33	\$17,999.28
10 Concrete Headwall and Trash Rack (1.5.1.10)	1	LS	\$5,000.00	\$5,000.00	\$5,100.00	\$6,011.50
11 12-inch Deep V-Ditch with Vegetative Fabric (1.5.1.11)	150	LF	\$45.00	\$6,750.00	\$26.66	\$3,999.00
12 Remove & Reconstruct Asphalt Concrete Path (1.5.1.12)	1	LS	\$1,600.00	\$1,600.00	\$600.00	\$1,495.00
13 Overlay Existing Asphalt Concrete Path (1.5.1.	1	LS	\$1,400.00	\$1,400.00	\$4,300.00	\$2,505.00
14 Stream Bedding Material and Placement (1.5.1	945	TON	\$22.44	\$21,205.80	\$21.16	\$19,996.20
15 Boulders for Boulder Clusters and Boulder Drops (3' - 5' Diameter) (1.5.1.15)	255	TON	\$23.00	\$5,865.00	\$70.58	\$17,997.90
16 Stream Channel Bank Construction (1.5.1.16)	586	LF	\$15.00	\$8,790.00	\$23.89	\$13,999.54
						\$10,765
						\$6,308.29

17	Remove Rip Rap and Rounded Rock for Use on Site and Regrade (1.5.1.17)	1	LS	\$3,800.00	\$3,800.00	\$1,500.00	\$1,500.00	\$3,935.00	\$3,935.00	
18	Re-vegetate Project Site	1	LS	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$21,880.00	\$21,880.00	
Total Bid Price				\$176,140.62	\$159,461.12	\$159,705.44				
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										
				yes		yes		yes		
Bid Document executed? y/n										
				yes		no		yes		
END OF DOCUMENT										

*** Notes Mathematical Error

**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# 0809-134 Carson City Waterfall Fire Watershed Improvements - Ph 1

Time and Date of Opening: 10:00 a.m. on November 25, 2008

Description	Bidder #4	Bidder #5	Bidder #6			
BONDING Provided, \$, %, or no	Peterson Construction, Inc. 5%	Canyon Creek Construction 5%	Marv McQueary Excavating, Inc. 5%			
PREFERENTIAL Bidder Status	Yes	No	Yes			
BIDDER acknowledges receipt addendums	2	2	2			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price
1 Mobilization and De-mobilization (1.5.1.1)	1	LS	\$4,841.00	\$4,841.00	\$7,371.38	\$7,371.38
2 Clear and Grubbing (1.5.1.2)	5.5	ACRES	\$800.00	\$4,400.00	\$2,485.50	\$13,670.25
3 Earthwork-Salvage and Replace Topsoil (1.5.1.3)	1	LS	\$6,600.00	\$6,600.00	\$13,694.28	\$13,694.28
4 Temporary Erosion Control (1.5.1.4)	1	LS	\$2,600.00	\$2,600.00	\$5,388.73	\$5,388.73
5 Earthwork-Excavation and Embankment (1.5.1.5)	1	LS	\$9,500.00	\$9,500.00	\$26,134.00	\$26,134.00
6 New Barbed Wire Fence (4 Wire) (1.5.1.6)	1030	LF	\$8.50	\$8,755.00	\$8.19	\$8,435.70
7 Erosion Mat/Revegetation Fabric (C350) (1.5.1.7)	4480	SY	\$4.00	\$17,920.00	\$5.51	\$24,684.80
8 Slow Drain (1.5.1.8)	1	LS	\$6,800.00	\$6,800.00	\$6,715.07	\$6,715.07
9 36-inch Diameter RCP (1.5.1.9)	216	LF	\$82.00	\$17,712.00	\$16,323.12	\$3,525,793.92
10 Concrete Headwall and Trash Rack (1.5.1.10)	1	LS	\$9,502.00	\$9,502.00	\$3,578.27	\$3,578.27
11 12-inch Deep V-Ditch with Vegetative Fabric (1.5.1.11)	150	LF	\$50.00	\$7,500.00	\$5.83	\$874.50
12 Remove & Reconstruct Asphalt Concrete Path (1.5.1.12)	1	LS	\$1,400.00	\$1,400.00	\$3,965.41	\$3,965.41
13 Overlay Existing Asphalt Concrete Path (1.5.1.13)	1	LS	\$1,650.00	\$1,650.00	\$683.64	\$683.64
14 Stream Bedding Material and Placement (1.5.1.14)	945	TON	\$9.00	\$8,505.00	\$5.40	\$5,103.00
15 Boulders for Boulder Clusters and Boulder Drops (3' - 5' Diameter) (1.5.1.15)	255	TON	\$13.00	\$3,315.00	\$9.90	\$2,524.50
16 Stream Channel Bank Construction (1.5.1.16)	586	LF	\$43.00	\$25,198.00	\$11.61	\$6,803.46

17	Remove Rip Rap and Rounded Rock for Use on Site and Regrade (1.5, 1.17)	1	LS	\$2,850.00	\$2,850.00	\$4,842.69	\$4,842.69	\$756.50	\$756.50	
18	Re-vegetate Project Site	1	LS	\$23,000.00	\$23,000.00	\$19,266.48	\$19,266.48	\$24,197.00	\$24,197.00	
Total Bid Price				\$162,048.00		\$3,679,530.08		\$184,825.50		
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										
				Yes		No		Yes		
Bid Document executed? y/n										
				Yes		No		Yes		
** Notes Mathematical Errors in Bid										
END OF DOCUMENT										

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

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Notice to Contractors Bid# 0809-134 Carson City Waterfall Fire Watershed Improvements - Ph 1

Time and Date of Opening: 10:00 a.m. on November 25, 2008

Description	Bidder #7		Bidder #8		Bidder #9	
	Sched Value	Unit	Unit price	Total price	Unit price	Total price
BONDING Provided, \$, %, or no			5%		5%	
PREFERENTIAL Bidder Status			Yes		Yes	
BIDDER acknowledges receipt addendums			2		2	
Q & D Construction			5%		5%	
Herback General Engineering, Inc.			Yes		Yes	
A & K Earth Movers, Inc.						
1 Mobilization and De-mobilization (1.5.1.1)	1	LS	\$16,450.00	\$16,450.00	\$2,952.10	\$2,952.10
2 Clear and Grubbing (1.5.1.2)	5.5	ACRES	\$2,150.00	\$11,825.00	\$567.13	\$3,119.22
3 Earthwork-Salvage and Replace Topsoil (1.5.1.3)	1	LS	\$23,100.00	\$23,100.00	\$21,043.46	\$21,043.46
4 Temporary Erosion Control (1.5.1.4)	1	LS	\$8,200.00	\$8,200.00	\$7,176.54	\$7,176.54
5 Earthwork-Excavation and Embankment (1.5.1.5)	1	LS	\$23,070.00	\$23,070.00	\$17,289.30	\$17,289.30
6 New Barbed Wire Fence (4 Wire) (1.5.1.6)	1030	LF	\$10.50	\$10,815.00	\$14.20	\$14,626.00
7 Erosion Mat/Revegetation Fabric (G350) (1.5.1.7)	4480	SY	\$4.00	\$17,920.00	\$4.20	\$18,816.00
8 Slow Drain (1.5.1.8)	1	LS	\$4,800.00	\$4,800.00	\$6,566.14	\$6,566.14
9 36-inch Diameter RCP (1.5.1.9)	216	LF	\$82.00	\$17,712.00	\$82.56	\$17,832.96
10 Concrete Headwall and Trash Rack (1.5.1.10)	1	LS	\$8,400.00	\$8,400.00	\$7,949.73	\$7,949.73
11 12-inch Deep V-Ditch with Vegetative Fabric (1.5.1.11)	150	LF	\$30.00	\$4,500.00	\$34.00	\$5,100.00
12 Remove & Reconstruct Asphalt Concrete Path (1.5.1.12)	1	LS	\$1,400.00	\$1,400.00	\$2,353.76	\$2,353.76
13 Overlay Existing Asphalt Concrete Path (1.5.1.13)	1	LS	\$1,800.00	\$1,800.00	\$1,668.72	\$1,668.72
14 Stream Bedding Material and Placement (1.5.1.14)	945	TON	\$13.00	\$12,285.00	\$37.81	\$35,730.45
15 Boulders for Boulder Clusters and Boulder Drops (3' - 5' Diameter) (1.5.1.15)	265	TON	\$30.00	\$7,650.00	\$44.82	\$11,429.10
16 Stream Channel Bank Construction (1.5.1.16)	586	LF	\$40.00	\$23,440.00	\$36.17	\$21,195.62

17	Remove Rip Rap and Rounded Rock for Use on Site and Regrade (1.5.1.17)	1	LS	\$1,800.00	\$1,800.00	\$790.94	\$790.94	\$235.00	\$235.00
18	Re-vegetate Project Site	1	LS	\$23,000.00	\$23,000.00	\$24,150.00	\$24,150.00	\$24,200.00	\$24,200.00
Total Bid Price				\$218,167.00		\$219,790.04		\$223,682.20	

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 Yes Yes Yes

Bid Document executed? y/n Yes Yes Yes

END OF DOCUMENT

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

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Notice to Contractors Bid# 0809-134 Carson City Waterfall Fire Watershed Improvements - Ph 1

Time and Date of Opening: 10:00 a.m. on November 25, 2008

Description	Bidder #10		Bidder #11		Bidder #12	
	Sched Value	Unit	Unit price	Total price	Unit price	Total price
BONDING Provided, \$, %, or no			5%		5%	
PREFERENTIAL Bidder Status			Yes		No	
BIDDER acknowledges receipt addendums			2		2	
Don Garcia Excavating & Paving						
Crockett Enterprises, inc.						
Wilson Construction, Inc.						
1 Mobilization and De-mobilization (1.5.1.1)	1	LS	\$5,000.00	\$5,000.00	\$15,000.00	\$3,600.00
2 Clear and Grubbing (1.5.1.2)	5.5	ACRES	\$500.00	\$2,750.00	\$250.00	\$1,375.00
3 Earthwork-Salvage and Replace Topsoil (1.5.1.3)	1	LS	\$35,000.00	\$35,000.00	\$13,000.00	\$18,000.00
4 Temporary Erosion Control (1.5.1.4)	1	LS	\$10,000.00	\$10,000.00	\$11,000.00	\$12,000.00
5 Earthwork-Excavation and Embankment (1.5.1.5)	1	LS	\$46,800.00	\$46,800.00	\$21,900.00	\$12,000.00
6 New Barbed Wire Fence (4 Wire) (1.5.1.6)	1030	LF	\$10.00	\$10,300.00	\$6,025.50	\$8.00
7 Erosion Mat/Revegetation Fabric (C350) (1.5.1.7)	4480	SY	\$5.60	\$25,088.00	\$17,696.00	\$4.50
8 Slow Drain (1.5.1.8)	1	LS	\$9,000.00	\$9,000.00	\$3,800.00	\$8,500.00
9 36-inch Diameter RCP (1.5.1.9)	216	LF	\$90.00	\$19,440.00	\$46,656.00	\$85.00
10 Concrete Headwall and Trash Rack (1.5.1.10)	1	LS	\$6,500.00	\$6,500.00	\$5,000.00	\$6,500.00
11 12-inch Deep V-Ditch with Vegetative Fabric (1.5.1.11)	150	LF	\$20.00	\$3,000.00	\$750.00	\$29.00
12 Remove & Reconstruct Asphalt Concrete Path (1.5.1.12)	1	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$1,500.00
13 Overlay Existing Asphalt Concrete Path (1.5.1.13)	1	LS	\$1,000.00	\$1,000.00	\$9,000.00	\$2,000.00
14 Stream Bedding Material and Placement (1.5.1.14)	945	TON	\$25.00	\$23,625.00	\$14,364.00	\$20.00
15 Boulders for Boulder Clusters and Boulder Drops (3' - 5' Diameter) (1.5.1.15)	255	TON	\$10.00	\$2,550.00	\$18.00	\$4,590.00
16 Stream Channel Bank Construction (1.5.1.16)	586	LF	\$1.00	\$586.00	\$19.25	\$11,280.50

17	Remove Rip Rap and Rounded Rock for Use on	1	LS	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	
18	Site and Regrade (1.5.1.17) Re-vegetate Project Site	1	LS	\$27,000.00	\$27,000.00	\$36,000.00	\$36,000.00	\$23,500.00	\$23,500.00	
Total Bid Price				\$229,139.00		\$229,437.00		\$236,490.00		
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										
				Yes		No		Yes		
Bid Document executed? y/n										
				Yes		No		Yes		
** Unit Prices not entered										
END OF DOCUMENT										

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# 0809-134 Carson City Waterfall Fire Watershed Improvements - Ph 1

Time and Date of Opening: 10:00 a.m. on November 25, 2008

Description	Sched Value	Unit	Bidder #13		Bidder #14		Bidder #15	
			Unit price	Total price	Unit price	Total price	Unit price	Total price
BONDING Provided, \$, %, or no			R & J Joy, Inc. dba Joy Engineering 10%		F & P Construction 5%		Atlas Contractors Inc. 5%	
PREFERENTIAL Bidder Status			No		Yes		Yes	
BIDDER acknowledges receipt addendums			2		2		2	
1 Mobilization and De-mobilization (1.5.1.1)	1	LS	\$12,450.00	\$12,450.00	\$6,465.00	\$6,465.00	\$5,719.50	\$5,719.50
2 Clear and Grubbing (1.5.1.2)	5.5	ACRES	\$958.00	\$5,269.00	\$1,250.00	\$6,875.00	\$5,500.00	\$30,250.00
3 Earthwork-Salvage and Replace Topsoil (1.5.1.3)	1	LS	\$15,150.00	\$15,150.00	\$14,820.00	\$14,820.00	\$37,325.00	\$37,325.00
4 Temporary Erosion Control (1.5.1.4)	1	LS	\$12,950.00	\$12,950.00	\$6,050.00	\$6,050.00	\$10,800.00	\$10,800.00
5 Earthwork-Excavation and Embankment (1.5.1.5)	1	LS	\$36,936.00	\$36,936.00	\$30,040.00	\$30,040.00	\$21,800.00	\$21,800.00
6 New Barbed Wire Fence (4 Wire) (1.5.1.6)	1030	LF	\$9.40	\$9,682.00	\$8.60	\$8,858.00	\$9.40	\$9,682.00
7 Erosion Mat/Revegetation Fabric (G350) (1.5.1.7)	4480	SY	\$12.50	\$56,000.00	\$10.08	\$45,158.40	\$11.40	\$51,072.00
8 Slow Drain (1.5.1.8)	1	LS	\$9,900.00	\$9,900.00	\$7,425.00	\$7,425.00	\$6,700.00	\$6,700.00
9 36-inch Diameter RCP (1.5.1.9)	216	LF	\$100.00	\$21,600.00	\$94.00	\$20,304.00	\$92.50	\$19,980.00
10 Concrete Headwall and Trash Rack (1.5.1.10)	1	LS	\$19,200.00	\$19,200.00	\$5,850.00	\$5,850.00	\$10,500.00	\$10,500.00
11 12-inch Deep V-Ditch with Vegetative Fabric (1.5.1.11)	150	LF	\$14.50	\$2,175.00	\$18.50	\$2,775.00	\$20.00	\$3,000.00
12 Remove & Reconstruct Asphalt Concrete Path (1.5.1.12)	1	LS	\$2,150.00	\$2,150.00	\$1,040.00	\$1,040.00	\$1,550.00	\$1,550.00
13 Overlay Existing Asphalt Concrete Path (1.5.1.13)	1	LS	\$4,600.00	\$4,600.00	\$1,810.00	\$1,810.00	\$4,300.00	\$4,300.00
14 Stream Bedding Material and Placement (1.5.1.14)	945	TON	\$39.00	\$36,855.00	\$42.19	\$39,869.55	\$35.00	\$33,075.00
15 Boulders for Boulder Clusters and Boulder Drops (3' - 5' Diameter) (1.5.1.15)	255	TON	\$54.00	\$13,770.00	\$91.53	\$23,340.15	\$43.50	\$11,092.50
16 Stream Channel Bank Construction (1.5.1.16)	586	LF	\$15.50	\$9,083.00	\$57.34	\$33,601.24	\$64.00	\$37,504.00

17	Remove Rip Rap and Rounded Rock for Use on Site and Regrade (1.5.1.17)	1	LS	\$2,350.00	\$2,350.00	\$5,600.00	\$5,600.00	\$1,000.00	\$1,000.00	
18	Re-vegetate Project Site	1	LS	\$24,000.00	\$24,000.00	\$46,620.00	\$46,620.00	\$21,400.00	\$21,400.00	
Total Bid Price				\$294,120.00	\$306,501.34	\$316,750.00				
END OF DOCUMENT										
Total Bid Price written in words? y/n										
Bidder Information provided? y/n										
Sub Contractors listed? y/n or none										
Bid Document executed? y/n										

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# 0809-134 Carson City Waterfall Fire Watershed Improvements - Ph 1
Time and Date of Opening: 10:00 a.m. on November 25, 2008

Description		Bidder #16	Bidder #17	Bidder #				
BONDING Provided, \$, %, or no		Horizon Construction, Inc.	Aspen Developers					
PREFERENTIAL Bidder Status		5%	5%					
BIDDER acknowledges receipt addendums		Yes	Yes					
Description		2	2					
Sched Value	Unit	Unit price	Total price	Unit price	Total price			
1	Mobilization and De-mobilization (1.5.1.1)	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$0.00	
2	Clear and Grubbing (1.5.1.2)	5.5	ACRES	\$900.00	\$4,950.00	\$1,100.00	\$6,050.00	\$0.00
3	Earthwork-Salvage and Replace Topsoil (1.5.1.3)	1	LS	\$50,000.00	\$50,000.00	\$18,200.00	\$18,200.00	\$0.00
4	Temporary Erosion Control (1.5.1.4)	1	LS	\$10,000.00	\$10,000.00	\$10,900.00	\$10,900.00	\$0.00
5	Earthwork-Excavation and Embankment (1.5.1.5)	1	LS	\$25,000.00	\$25,000.00	\$110,000.00	\$110,000.00	\$0.00
6	New Barbed Wire Fence (4 Wire) (1.5.1.6)	1030	LF	\$8.75	\$9,012.50	\$12.00	\$12,360.00	\$0.00
7	Erosion Mat/Revegetation Fabric (C350) (1.5.1.7)	4480	SY	\$4.30	\$19,264.00	\$4.00	\$17,920.00	\$0.00
8	Slow Drain (1.5.1.8)	1	LS	\$10,000.00	\$10,000.00	\$9,300.00	\$9,300.00	\$0.00
9	36-inch Diameter RCP (1.5.1.9)	216	LF	\$145.00	\$31,320.00	\$110.00	\$23,760.00	\$0.00
10	Concrete Headwall and Trash Rack (1.5.1.10)	1	LS	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$0.00
11	12-inch Deep V-Ditch with Vegetative Fabric (1.5.1.11)	150	LF	\$45.00	\$6,750.00	\$19.00	\$2,850.00	\$0.00
12	Remove & Reconstruct Asphalt Concrete Path (1.5.1.12)	1	LS	\$1,400.00	\$1,400.00	\$3,900.00	\$3,900.00	\$0.00
13	Overlay Existing Asphalt Concrete Path (1.5.1.13)	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$0.00
14	Stream Bedding Material and Placement (1.5.1.14)	945	TON	\$45.00	\$42,525.00	\$25.00	\$23,625.00	\$0.00
15	Boulders for Boulder Clusters and Boulder Drops (3' - 5' Diameter) (1.5.1.15)	255	TON	\$70.00	\$17,850.00	\$18.00	\$4,590.00	\$0.00
16	Stream Channel Bank Construction (1.5.1.16)	586	LF	\$90.00	\$52,740.00	\$100.00	\$58,600.00	\$0.00

17	Remove Rip Rap and Rounded Rock for Use on Site and Regrade (1.5.1.17)	1	LS	\$2,500.00	\$2,500.00	\$700.00	\$700.00	\$0.00
18	Re-vegetate Project Site	1	LS	\$24,500.00	\$24,500.00	\$30,900.00	\$30,900.00	\$0.00
Total Bid Price				\$323,311.50		\$358,155.00		\$0.00
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. 0809-134

THIS CONTRACT, made and entered into this 18th day of December, 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 Lyn Marie Trucking, 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. 0809-134 Carson City Waterfall Fire Watershed Improvements - Phase I** 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. 0809-134

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:

Mark Guss/Owner
Lyn Marie Trucking, Inc.
5100 South Carson Street
Carson City, Nevada 89701
775-883-4999/775-883-2001
xxmguss@aol.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 #0809-134 Carson City Waterfall Fire Watershed Improvements – Phase 1 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. 0809-134

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. 0809-134

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. 0809-134

5.1 The parties agree that **CONTRACTOR** will provide the **WORK** specified in **Section 4 Scope of Work** at the **CONTRACT AMOUNT** of One Hundred Fifty Nine Thousand, Four Hundred Sixty One Dollars and Twelve Cents (\$159,461.12).

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.

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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;

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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
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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.

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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:

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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

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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. 0809-134

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,

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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
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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
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17 BUSINESS LICENSE AND NEVADA CONTRACTOR'S LICENSE:

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

17.2 **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.

17.3 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.

17.4 **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.

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

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

18.1 **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.

19 WAIVER OF BREACH:

19.1 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.

20 SEVERABILITY:

20.1 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.

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21 ASSIGNMENT/DELEGATION:

21.1 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**.

22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

22.1 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.

22.2 **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.

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

23 PUBLIC RECORDS:

23.1 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 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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-134

24 CONFIDENTIALITY:

24.1 **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.

25 FEDERAL FUNDING:

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

25.1.1 **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.

25.1.2 **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.

25.1.3 **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).

26 LOBBYING:

26.1 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:

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

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-134

27 GENERAL WARRANTY:

27.1 **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.

28 PROPER AUTHORITY:

28.1 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**.

29 ARBITRATION:

29.1 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.

30 GOVERNING LAW; JURISDICTION:

30.1 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.

31 ENTIRE CONTRACT AND MODIFICATION:

31.1 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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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
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32 ACKNOWLEDGMENT AND EXECUTION:

32.1 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, Purchasing &
Contracts Management Assistant
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

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By:  _____
SANDY SCOTT

By:  _____
Deputy District Attorney

DATED 12-9-08 _____.

DATED 12-9-08 _____.

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 _____ 12/9/08 _____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-134

Mark Guss deposes and says: That s/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: Mark Guss

TITLE: Owner

FIRM: Lyn Maria Trucking, Inc.

CARSON CITY BUSINESS LICENSE #: 08-2314

NEVADA CONTRACTOR'S LICENSE #: 37097

Address: 43 Cash Drive

City: Carson City **State:** Nevada **Zip Code:** 89706

Telephone: 775-883-4999/ **Fax #:** 775-883-2001

E-mail Address: xymguss@aol.com

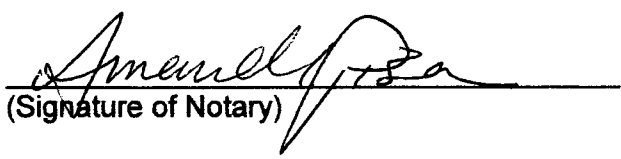


(Signature of **CONTRACTOR**)

DATED 12-09-08

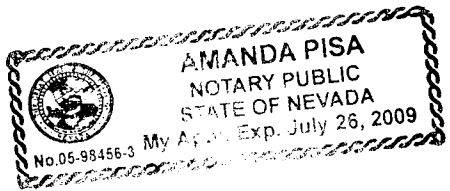
STATE OF Nevada)
County of Lyon) ss

Signed and sworn (or affirmed) before me on this 9th day of December, 2008, by Mark Guss.



(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-134

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of 18th approved the acceptance of **CONTRACT No. 0809-134**. 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 18th day of December, 2008.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 18th day of December, 2008.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Lyn Marie Trucking, Inc.
 as Principal, hereinafter called Contractor, and Nationwide Mutual 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 \$ 10% of Bid Amount Dollars
 (state sum in words) Ten Percent of Bid Amount
 for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents.

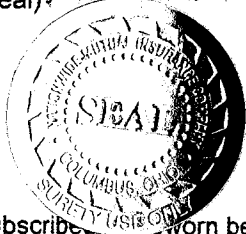
WHEREAS, the Principal has submitted a bid, identified as **BID #0809-134** and titled "**Carson City Waterfall Fire Watershed Improvements - Phase I**".

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.

Nationwide Mutual Insurance Co. Executed on this 25th day of November, 2008

X Cathy Leonard
 (Seal) Cathy Leonard, Attorney In Fact

Signature of Principal: [Signature]
 Title: Owner
 Firm: Lyn Marie Trucking, Inc.



Address: 5100 S. Carson Street
 City / State / Zip Code: Carson City, NV 89701
 Written Name of Principal: Mark Guss

ATTEST NAME Cynthia L. Abbott
 Signature of Notary: [Signature]

Subscribed and sworn before me this 25th day of November, 2008
 (printed name of notary) Cynthia L. Abbott Notary Public for the State of Nevada

Claims Under this Bond May Be Addressed To:	Nevada Resident Agent Information Complete for out of state bonding companies
Name of Surety <u>Nationwide Mutual Insurance Company</u>	Name of Local Agent <u>Cougar Enterprises, Inc.</u>
Address <u>PO Box 1820</u>	Address <u>5450 Riggins Ct. #3</u>
City <u>La Mesa</u>	City <u>Reno,</u>
State / Zip Code <u>CA, 91944</u>	State / Zip Code <u>NV 89502</u>
Name <u>Matthew Gilmer</u>	Agent's Name <u>Cathy Leonard</u>
Title <u>Bond Underwriter</u>	Agent's Title <u>Manager</u>
Phone <u>800-822-3666</u>	Agent's Telephone <u>775-786-2731</u>
Surety's Acknowledgement	

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

CYNTHIA L. ABBOTT
 Notary Public - State of Nevada
 Appointment Recorded in Washoe County
 No. 99-58455-2 - Expires November 30, 2011

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called ACompany, does hereby make, constitute and appoint Cathy Leonard, Reno NV

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of **Two Hundred Thousand and no/100 (\$ 200,000) dollars** and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

ARESOLVED, that the President, or any Senior Vice President, Vice President, Resident Vice President or Second Vice President be, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorize them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company.

ARESOLVED FURTHER, that such Attorneys-in-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents.

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company

ARTICLE VIII

Section 10. Execution of Instruments. Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its President the 25th day of March, 2002.

ACKNOWLEDGMENT

STATE OF Iowa

COUNTY OF Polk

SS



By

President

On this 25th day of March, 2002, before me came the above named President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires March 24, 2011

CERTIFICATE

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the foregoing is a full, true and correct copy of the original Power of Attorney issued by said Company; that the Resolution included therein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected President of Nationwide Mutual Insurance Company and the corporate seal and his signature as President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors; and the foregoing Power of Attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 25th day of November, 2008



This Power of Attorney Expires
11-25-2009

Assistant Secretary

State of NEVADA)

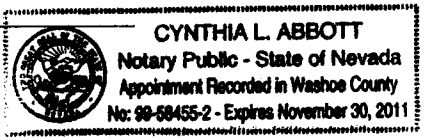
SS.

County of WASHOE)

On 11/25/2008 before me, Cynthia L. Abbott, Notary Public personally appeared Cathy Leonard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE Cynthia L. Abbott



My commission expires 11/30/2011

-----OPTIONAL-----

Description of Attached Document

Title or Type of Document: Bid Bond
 Document Date: 11/25/2008 Number of Pages: 3
 Signer(s) Other Than Named Above: Mark Guss

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3 **BID RESPONSE FOR BID # 0809-134**
BID TITLE: Carson City Waterfall Fire Watershed Improvements - Phase I

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
1) Mobilization and De-mobilization (1.5.1.1)	1	LS	6500. ⁰⁰	6500. ⁰⁰
2) Clear and Grubbing (1.5.1.2)	5.5	Acres	1090. ⁹⁶	5999. ⁹⁹
3) Earthwork-Salvage and Replace Topsoil (1.5.1.3)	1	LS	8500. ⁰⁰	8500. ⁰⁰
4) Temporary Erosion Control (1.5.1.4)	1	LS	9000. ⁰⁰	9000. ⁰⁰
5) Earthwork-Excavation and Embankment (1.5.1.5)	1	LS	18,000. ⁰⁰	18,000. ⁰⁰
6) New Barbed Wire Fence (4 Wire) (1.5.1.6)	1,030	LF	1.94	2000. ⁰⁰
7) Erosion Mat/Revegetation Fabric (C350) (1.5.1.7)	4,480	SY	2.45	11,000. ⁰⁰
8) Slow Drain (1.5.1.8)	1	LS	3000. ⁰⁰	3000. ⁰⁰
9) 36-inch Diameter RCP (1.5.1.9)	216	LF	83.33	17999. ²⁸

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Description	Scheduled Value	Unit	Unit Price	Total Price
10) Concrete Headwall and Trash Rack (1.5.1.10)	1	LS	5100. ⁰⁰	5100. ⁰⁰
11) 12-inch Deep V-Ditch with Vegetative Fabric (1.5.1.11)	150	LF	26. ⁶⁴	4000. ⁰⁰
12) Remove & Reconstruct Asphalt Concrete Path (1.5.1.12)	1	LS	600. ⁰⁰	600. ⁰⁰
13) Overlay Existing Asphalt Concrete Path (1.5.1.13)	1	LS	4300. ⁰⁰	4300. ⁰⁰
14) Stream Bedding Material and Placement (1.5.1.14)	945	Ton	21.16	20,000. ⁰⁰
15) Boulders for Boulder Clusters and Boulder Drops (3' - 5' Diameter) (1.5.1.15)	255	Ton	70. ⁵⁸	18,000. ⁰⁰
16) Stream Channel Bank Construction (1.5.1.16)	586	LF	23. ⁸⁹	14,000. ⁰⁰
17) Remove Rip Rap and Rounded Rock for Use on Site and Regrade (1.5.1.17)	1	LS	1500. ⁰⁰	1500. ⁰⁰
18) Re-vegetate Project Site	1	LS	10,008. ⁰⁰	10,000. ⁰⁰
Total Bid Price:				159,499.25

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Total Bid Price Written in Words:

One Hundred Fifty Nine Thousand four hundred ninety nine and Twenty Seven Cent.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

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BIDDER INFORMATION:

Company Name:	Lyn Marie Trucking Inc
Federal ID No.:	
Mailing Address:	43 Cash Drive CC. NV
City, State, Zip Code:	Carson City NV 89706
Complete Telephone Number:	775-883-4999
Complete Fax Number:	775-883-2001
E-Mail Address:	XXMGUSS@aol.com
Contact Person / Title:	Mark Guss
Mailing Address:	43 Cash Dr.
City, State, Zip Code:	Carson City
Complete Telephone Number:	775-883-4999
Complete Fax Number:	775-883-2001
E-mail Address:	XXM Guss@aol.com

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LICENSING INFORMATION:

Nevada State Contractor's License Number:	37097
License Classification(s):	A
Limitation(s) of License:	500,000.00
Date Issued:	
Expiration Date:	
Name of Licensee:	Lyn Marie Trucking-Mark Guss
Carson City Business License Number:	08-2314 ✓
Date Issued:	
Expiration Date:	12/31/08
Name of Licensee:	

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

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DISCLOSURE OF PRINCIPALS:

1. Individual and/or Partnership:

Owner 1) Name:	Mark Guss
Mailing Address:	43 Cash Dr.
City, State, Zip Code:	Carson City NV 89706
Complete Telephone Number:	775-883-4999
Owner 2) Name:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
Other 1) Title:	
Name:	
Other 2) Title:	
Name:	

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2. Corporation:

State in which Company is Incorporated:	
Date Incorporated:	
Name of Corporation:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
President's Name:	
Vice-President's Name:	
Other 1) Name:	
Title:	
Other 2 Name:	
Title:	

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

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MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years with Company
Name 1): Mark Guss-Owner	18 years
Title 1):	
Name 2):	
Title 2):	
Name 3):	
Title 3):	
Name 4):	
Title 4):	
Name 5):	
Title 5):	
Name 6):	
Title 6):	

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

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

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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):	Lyn Marie Trucking INC.
Contact Person:	Mark Guss ✓
Mailing Address:	43 Cash Dr.
City, State Zip Code:	Carson City, NV 89706
Complete Telephone Number	775-883-4999
E-Mail Address:	
Project Title:	Wildlife Habitat
Amount of Contract:	98,000.00
Scope of Work:	Rock channels/Road
Company Name 2):	Lyn Marie trucking Inc
Contact Person:	Mark Guss ✓
Mailing Address:	43 Cash Dr
City, State Zip Code:	Carson City, NV 89706
Complete Telephone Number	775-883-4999
E-Mail Address:	
Project Title:	Waterfall Fire Road Const
Amount of Contract:	78,000.00
Scope of Work:	Road + Drainage
Company Name 3):	Lyn Marie Trucking Inc
Contact Person:	Mark Guss ✓
Mailing Address:	43 Cash Dr.


**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

City, State Zip Code:	Carson City NV
Complete Telephone Number	775-883-4999
E-Mail Address:	
Project Title:	Vecce Basin
Amount of Contract:	240,000.000
Scope of Work:	Excavate Basin + Drainage
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:	

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

1166 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY**
1167 **MATTERS PRIMARY COVERED TRANSACTIONS**

- 1168
- 1169 1. The prospective primary participant certifies to the best of its knowledge and belief,
1170 that it and its principals:
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- 1172 a) Are not presently debarred, suspended, proposed for debarment, declared ineligible,
1173 or voluntarily excluded by any Federal, State or Local department or agency.
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- 1175 b) Have not within a three-year period preceding this bid been convicted of or had a
1176 civil judgment rendered against them for commission of fraud or a criminal offense in
1177 connection with obtaining, attempting to obtain, or performing a public (Federal,
1178 State or Local) transaction or contract under a public transaction; violation of Federal
1179 or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,
1180 falsification or destruction of records, making false statements, or receiving stolen
1181 property.
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- 1183 c) Are not presently indicted for or otherwise criminally or civilly charged by a
1184 government entity (Federal, State or Local) with commission of any of the offenses
1185 enumerated in paragraph (1)(b) of this certification; and
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- 1187 d) Have not within a three-year period preceding this bid had one or more public
1188 transactions (Federal, State or Local) terminated for cause or default.
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- 1190 2. Where the prospective primary participant is unable to certify to any of the
1191 statements in this certification, such prospective participant shall attach an
1192 explanation to this bid.

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1195 _____
1196 Signature of Authorized Certifying Official
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1198 MARK GUSS
1199 Printed Name

PRESIDENT
Title
11-25-08
Date

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1202 I am unable to certify to the above statement. My explanation is attached.
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1205 _____
1206 Signature Date

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1208 **BIDDER'S SAFETY INFORMATION**

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1210 **Bidder's Safety Factors:**

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2006		
2005		

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**

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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): <i>Aspen Excavating & Grading</i>		Address: <i>1524 Caboose Dr. CC. NV.</i>	
Phone: <i>775-450-4555</i>	Nevada Contractor License #: <i>0049512</i>	Limit of License: <i>250,000.00</i>	
Description of the labor or portion of the work: <i>Rock Work</i>			
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**

1218 **SUBCONTRACTORS EXCEEDING ONE PERCENT (1%) OF CONTRACTOR'S TOTAL BID OR**
 1219 **\$50,000, WHICHEVER IS GREATER**

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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:			