

Item # 13

**City of Carson City  
Agenda Report**

**Date Submitted:** June 23, 2009

**Agenda Date Requested:** July 2, 2009

**Time Requested:** 5 Minutes

**Labor Commissioner PWP #** CC-2009-298

**To:** Mayor and Supervisors  
**From:** Purchasing and Contracts

**Subject Title:** Action to determine that A & K Earth Movers, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0809-237 Carson City Freeway Phase 2B Utility Relocations South Edmonds Drive Sewer Project to A & K Earth Movers, Inc., for a bid amount of \$620,381.00 plus a contingency amount not to exceed \$100,000.00 to be funded from the Edmonds Utility Relocations and Sewer NDOT Non Reimbursable Funds as provided in FY 2009/2010. *(Sandy Scott)*

**Staff Summary:** Sealed bids were received for all labor, materials, tools and equipment necessary for the Carson City Freeway Phase 2B Utility Relocations Edmonds Drive Sewer Project. The project consists of, but is not limited to, construction of 3,256 lineal feet of new 8-inch sewer main along South Edmonds Drive including construction of 12 sanitary sewer laterals with cleanouts; roadway restoration by pulverizing the existing asphalt surface and repaving; roadway widening at the intersection of South Edmonds Drive and Koontz Lane to accommodate future left turn lanes; and other related work including storm drainage, abandonment of existing pipes, striping and signage.

**Type of Action Requested:** (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to determine that A & K Earth Movers, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0809-237 Carson City Freeway Phase 2B Utility Relocations South Edmonds Drive Sewer Project to A & K Earth Movers, Inc., for a bid amount of \$620,381.00 plus a contingency amount not to exceed \$100,000.00 to be funded from the Edmonds Utility Relocations and Sewer NDOT Non Reimbursable Funds as provided in FY 2009/2010. *(Sandy Scott)*

**Explanation for Recommended Board Action:** *NOTICE TO CONTRACTORS* were distributed on June 1, 2009, and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on June 3, 2009.

The bids were opened at approximately 11:10 a.m. on June 17, 2009, at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Jim McKew, Manhard Consulting; Mark Myers, A & K Earth Movers; Dan Johnson, Gerhardt & Berry; Chris Weddell, R.P. Weddell & Sons; Jake Shaffer, R.P. Weddell & Sons; Sean Starr, Burdick Excavation; Kim Belt, Public Works; Jeff Sharp, Public Works; and Sandy Scott, Purchasing & Contracts.

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

<b>Name of Bidder</b>	<b>Total Award Amount</b>
A & K Earth Movers, Inc.	\$620,381.00
Gerhardt & Berry Construction, Inc.	\$810,495.70
Aspen Developers Corp.	\$945,619.00
Burdick Excavating	\$1,068,357.00
Z7 Development	\$1,429,658.30
R.P. Weddell & Sons	\$1,162,631.12

Staff recommends award to A & K Earth Movers, 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:** \$1,502,480.00

**Project Budget:** \$1,500,000.00

**Fiscal Impact:** Not to exceed \$720,381.00

**Explanation of Impact:** If approved the below referenced accounts could be decreased by \$720,381.00.

**Funding Source:** 250-3035-431-7852 Edmonds Utility Relocations and 515-0000-434-7997 Sewer NDOT Non-Reimbursable Fund as provided in FY 2009/2010.

**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. 0809-237, and Bid Response from A&K Earth Movers, Inc.

Prepared By: Sandy Scott, Purchasing & Contracts Coordinator

Reviewed By: [Signature] Date: 6.23.09  
(Public Works)  
[Signature] Date: 6/24/09  
(City Manager)  
[Signature] Date: 6-23-09  
(District Attorney)  
Nancy Paulso Date: 6/23/09  
(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>

**Bid# 0809-237 Carson City Freeway Phase 2B Utility Relocations South Edmonds Drive Sewer Project**  
**Date and Time of Opening: June 17, 2009 at 11:10 am**

Description		Bidder # 1		Bidder # 2		Bidder # 3		
		A & K Earth Movers, Inc.	Gerhardt & Berry Construction, Inc.	Aspen Developers Corp				
BONDING Provided, \$, %, or no		5%	5%	5%	5%			
PREFERENTIAL Bidder Status		Yes	Yes	Yes	Yes			
BIDDER acknowledges receipt addendums		N/A	N/A	N/A	N/A			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price
<b>Schedule A: Roadway Improvements</b>								
MOBILIZATION/DEMOLITION AND CLEANUP FOR SCHEDULE A WORK (SP 1.2.1)								
1	1	Lump Sum	\$6,000.00	\$6,000.00	\$31,130.00	\$31,130.00	\$15,000.00	\$15,000.00
2	1	Lump Sum	\$7,500.00	\$7,500.00	\$14,580.00	\$14,580.00	\$30,000.00	\$30,000.00
3	1	Lump Sum	\$1,610.00	\$1,610.00	\$2,920.00	\$2,920.00	\$10,000.00	\$10,000.00
4	10,030	Square Yards	\$4.40	\$44,132.00	\$5.10	\$51,153.00	\$7.00	\$70,210.00
5	1	Lump Sum	\$6,800.00	\$6,800.00	\$12,910.00	\$12,910.00	\$40,000.00	\$40,000.00
6	10,030	Square Yards	\$25.00	\$250,750.00	\$20.90	\$209,627.00	\$27.00	\$270,810.00
7	947	Square Yards	\$28.00	\$26,516.00	\$20.90	\$19,792.30	\$28.00	\$26,516.00
8	48	Lineal Feet	\$13.00	\$624.00	\$12.00	\$576.00	\$15.00	\$720.00
9	3,250	Lineal Feet	\$0.20	\$650.00	\$0.15	\$487.50	\$0.50	\$1,625.00
10	6,400	Lineal Feet	\$0.20	\$1,280.00	\$0.20	\$1,280.00	\$0.50	\$3,200.00
11	28	Lineal Feet	\$2.00	\$56.00	\$0.50	\$14.00	\$1.00	\$28.00
12	461	Lineal Feet	\$8.00	\$3,688.00	\$17.25	\$7,952.25	\$25.00	\$11,525.00
13	3	Each	\$155.00	\$465.00	\$200.00	\$600.00	\$400.00	\$1,200.00
14	9	Each	\$355.00	\$3,195.00	\$267.00	\$2,403.00	\$800.00	\$7,200.00
<b>Sub-total of Schedule A:</b>				<b>\$353,266.00</b>		<b>\$355,425.05</b>		<b>\$488,034.00</b>
<b>Schedule B: Sanitary Sewer System Improvements</b>								

15	MOBILIZATION/DEMobilIZATION AND CLEANUP FOR SCHEDULE B WORK (SP 1.3.1)	1	Lump Sum	\$6,500.00	\$6,500.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00
16	TRAFFIC CONTROL FOR SCHEDULE B WORK (SP 1.3.2)	1	Lump Sum	\$18,000.00	\$18,000.00	\$22,202.00	\$22,202.00	\$40,000.00	\$40,000.00
17	Cap and Slurry Fill Existing Sewer Main 8-inch (SP 1.3.3)	145	Lineal Feet	\$10.00	\$1,450.00	\$19.70	\$2,856.50	\$10.00	\$1,450.00
18	Remove Existing Sanitary Sewer Manhole (SP 1.3.4)	1	Each	\$825.00	\$825.00	\$5,464.00	\$5,464.00	\$1,200.00	\$1,200.00
19	Adjust Existing Sanitary Sewer Manhole to New Finish Grade (SP 1.3.5)	1	Each	\$630.00	\$630.00	\$443.00	\$443.00	\$800.00	\$800.00
20	8-inch sdr35 PVC sANITARY SEWER MAIN (SP 1.3.6)	3,256	Lineal Feet	\$42.00	\$136,752.00	\$80.00	\$260,480.00	\$85.00	\$276,760.00
21	48 inch Precast Sanitary Sewer Manhole Type 1 (SP 1.3.7)	9	Each	\$3,400.00	\$30,600.00	\$4,745.00	\$42,705.00	\$6,000.00	\$54,000.00
22	60 inch Precast Sanitary Sewer Manhole Type 1 (SP 1.3.7)	1	Each	\$5,000.00	\$5,000.00	\$5,932.00	\$5,932.00	\$9,000.00	\$9,000.00
23	4-inch SDR35 PVC sanitary sewer lateral with cleanout (SP 1.3.8)	12	Each	\$4,100.00	\$49,200.00	\$5,232.00	\$62,784.00	\$3,300.00	\$39,600.00
<b>Sub-total of Schedule B:</b>				<b>\$248,957.00</b>	<b>\$437,866.50</b>			<b>\$432,810.00</b>	

<b>Schedule C: Storm System Improvements</b>									
MOBILIZATION/DEMobilIZATION AND CLEANUP FOR SCHEDULE C WORK (SP 1.4.1)									
24	TRAFFIC CONTROL FOR SCHEDULE C WORK (SP 1.4.2)	1	Lump Sum	\$500.00	\$500.00	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00
25	Remove existing storm drain pipe, size varies (SP 1.4.3)	65	Lineal Feet	\$28.00	\$1,820.00	\$3.00	\$195.00	\$60.00	\$3,900.00
26	NDOT Type 2B Drop inlet with concrete apron (sp 1.4.4)	1	Each	\$5,600.00	\$5,600.00	\$3,183.00	\$3,183.00	\$2,000.00	\$2,000.00
27	24-inch CI v rcp storm drain pipe with tapered end section (sp 1.4.5)	79	Lineal Feet	\$122.00	\$9,638.00	\$81.85	\$6,466.15	\$125.00	\$9,875.00
<b>Sub-total of Schedule C:</b>				<b>\$18,158.00</b>	<b>\$17,204.15</b>			<b>\$24,775.00</b>	

<b>Sub-total of Schedule A:</b>									
				<b>\$353,266.00</b>	<b>\$355,425.05</b>			<b>\$488,034.00</b>	
<b>Sub-total of Schedule B:</b>									
				<b>\$248,957.00</b>	<b>\$437,866.50</b>			<b>\$432,810.00</b>	
<b>Sub-total of Schedule C:</b>									
				<b>\$18,158.00</b>	<b>\$17,204.15</b>			<b>\$24,775.00</b>	
<b>Total Bid Price</b>				<b>\$620,381.00</b>	<b>\$810,495.70</b>			<b>\$945,619.00</b>	

Total Bid Price written in words? y/n	Yes	Yes	No
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**

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

**Bid# 0809-237 Carson City Freeway Phase 2B Utility Relocations South Edmonds Drive Sewer Project  
Date and Time of Opening: June 17, 2009 at 11:10 am**

Description		Bidder # 4	Bidder # 5	Bidder # 6
BONDING Provided, \$, %, or no		Burdick Excavating	Z7 Development	R.P. Weddell & Sons
PREFERENTIAL Bidder Status		5%	5%	5%
BIDDER acknowledges receipt addendums		Yes	Yes	Yes
Description		N/A	N/A	N/A
	Sched Value	Unit price	Unit price	Unit Price
	Unit	Total Price	Total Price	Total Price
<b>Schedule A: Roadway Improvements</b>				
MOBILIZATION/DEMOLITION AND CLEANUP FOR SCHEDULE A WORK (SP 1.2.1)				
1	1	Lump Sum	\$88,000.00	\$88,000.00
2	1	Lump Sum	\$10,000.00	\$10,000.00
3	1	Lump Sum	\$1,000.00	\$1,000.00
4	10,030	Square Yards	\$5.50	\$55,165.00
5	1	Lump Sum	\$11,500.00	\$11,500.00
6	10,030	Square Yards	\$22.80	\$228,684.00
7	947	Square Yards	\$23.00	\$21,781.00
8	48	Lineal Feet	\$12.50	\$600.00
9	3,250	Lineal Feet	\$0.16	\$520.00
10	6,400	Lineal Feet	\$0.17	\$1,088.00
11	28	Lineal Feet	\$0.50	\$14.00
12	461	Lineal Feet	\$7.00	\$3,227.00
13	3	Each	\$150.00	\$450.00
14	9	Each	\$450.00	\$4,050.00
<b>Sub-total of Schedule A:</b>			<b>\$426,079.00</b>	<b>\$426,079.00</b>
<b>Schedule B: Sanitary Sewer System Improvements</b>				
			<b>\$467,653.30</b>	<b>\$467,653.30</b>
			<b>\$13,000.00</b>	<b>\$13,000.00</b>
			<b>\$12,000.00</b>	<b>\$12,000.00</b>
			<b>\$2,600.00</b>	<b>\$2,600.00</b>
			<b>\$11,000.00</b>	<b>\$11,000.00</b>
			<b>\$9,500.00</b>	<b>\$9,500.00</b>
			<b>\$24.00</b>	<b>\$24.00</b>
			<b>\$24.00</b>	<b>\$24.00</b>
			<b>\$17.00</b>	<b>\$17.00</b>
			<b>\$0.12</b>	<b>\$0.12</b>
			<b>\$0.24</b>	<b>\$0.24</b>
			<b>\$0.29</b>	<b>\$0.29</b>
			<b>\$29.00</b>	<b>\$29.00</b>
			<b>\$250.00</b>	<b>\$250.00</b>
			<b>\$700.00</b>	<b>\$700.00</b>
			<b>\$816.00</b>	<b>\$816.00</b>
			<b>\$390.00</b>	<b>\$390.00</b>
			<b>\$1,536.00</b>	<b>\$1,536.00</b>
			<b>\$8.12</b>	<b>\$8.12</b>
			<b>\$13,369.00</b>	<b>\$13,369.00</b>
			<b>\$750.00</b>	<b>\$750.00</b>
			<b>\$6,300.00</b>	<b>\$6,300.00</b>

15	MOBILIZATION/DEMobilIZATION AND CLEANUP FOR SCHEDULE B WORK (SP 1.3.1)	1	Lump Sum	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$73,500.00	\$73,500.00
16	TRAFFIC CONTROL FOR SCHEDULE B WORK (SP 1.3.2)	1	Lump Sum	\$35,650.00	\$35,650.00	\$50,000.00	\$50,000.00	\$14,200.00	\$14,200.00
17	Cap and Slurry Fill Existing Sewer Main 8-inch (SP 1.3.3)	145	Lineal Feet	\$58.00	\$8,410.00	\$30.00	\$4,350.00	\$38.00	\$5,510.00
18	Remove Existing Sanitary Sewer Manhole (SP 1.3.4)	1	Each	\$750.00	\$750.00	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00
19	Adjust Existing Sanitary Sewer Manhole to New Finish Grade (SP 1.3.5)	1	Each	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$790.00	\$790.00
20	8-inch sdr35 PVC sANITARY SEWER MAIN (SP 1.3.6)	3,256	Lineal Feet	\$120.00	\$390,720.00	\$200.00	\$651,200.00	\$149.00	\$485,144.00
21	48 Inch Precast Sanitary Sewer Manhole Type 1 (SP 1.3.7)	9	Each	\$7,000.00	\$63,000.00	\$10,000.00	\$90,000.00	\$5,600.00	\$50,400.00
22	60 Inch Precast Sanitary Sewer Manhole Type 1 (SP 1.3.7)	1	Each	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$7,740.00	\$7,740.00
23	4-inch SDR35 PVC sanitary sewer lateral with cleanout (SP 1.3.8)	12	Each	\$5,200.00	\$62,400.00	\$300.00	\$3,600.00	\$4,826.00	\$57,912.00
<b>Sub-total of Schedule B:</b>				<b>\$620,030.00</b>	<b>\$914,150.00</b>	<b>\$698,396.00</b>			

<b>Schedule C: Storm System Improvements</b>									
24	MOBILIZATION/DEMobilIZATION AND CLEANUP FOR SCHEDULE C WORK (SP 1.4.1)	1	Lump Sum	\$1,500.00	\$1,500.00	\$20,000.00	\$20,000.00	\$10,600.00	\$10,600.00
25	TRAFFIC CONTROL FOR SCHEDULE C WORK (SP 1.4.2)	1	Lump Sum	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
26	Remove existing storm drain pipe, size varies (SP 1.4.3)	65	Lineal Feet	\$30.00	\$1,950.00	\$75.00	\$4,875.00	\$44.00	\$2,860.00
27	NDOT Type 2B Drop inlet with concrete apron (sp 1.4.4)	1	Each	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$3,800.00	\$3,800.00
29	24-inch Cl v rop storm drain pipe with flared end section (sp 1.4.5)	79	Lineal Feet	\$162.00	\$12,798.00	\$120.00	\$9,480.00	\$132.00	\$10,428.00
<b>Sub-total of Schedule C:</b>				<b>\$22,248.00</b>	<b>\$47,855.00</b>	<b>\$30,188.00</b>			

<b>Sub-total of Schedule A:</b>									
				<b>\$426,079.00</b>	<b>\$467,653.30</b>	<b>\$434,047.12</b>			
<b>Sub-total of Schedule B:</b>									
				<b>\$620,030.00</b>	<b>\$914,150.00</b>	<b>\$698,396.00</b>			
<b>Sub-total of Schedule C:</b>									
				<b>\$22,248.00</b>	<b>\$47,855.00</b>	<b>\$30,188.00</b>			
<b>Total Bid Price</b>				<b>\$1,068,357.00</b>	<b>\$1,429,658.30</b>	<b>\$1,162,631.12</b>			

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**

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**0809-237**  
**CARSON CITY FREEWAY PHASE 2B UTILITY RELOCATIONS SOUTH**  
**EDMONDS DRIVE SEWER PROJECT**

THIS **CONTRACT** made and entered into this 2<sup>nd</sup> day of July, 2009, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**OWNER**", and A & K Earth Movers, Inc., Inc. hereinafter referred to as "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized pursuant to 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 necessary that the services of **CONTRACTOR** for **CONTRACT No. 0809-237**, titled "**Carson City Freeway Phase 2B Utility Relocations South Edmonds Drive Sewer Project**" are both necessary and in the best interest of **CITY**; and

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

**REQUIRED APPROVAL**

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

**CONTRACT TERM AND LIQUIDATED DAMAGES**

**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 the **OWNER** before final payment is made, unless sooner termination by either party as specified in the General Conditions, section GC 3.18.

Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications; the **CONTRACTOR** will complete the work within the Contract time. Since **OWNER** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **OWNER** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the work, in addition to any direct charges incurred by the **OWNER** as a result of delay of the Project, including engineering fees and additional damages due to late construction. The **OWNER** also reserves the right to deduct any amounts due the **OWNER** from any moneys earned by the **CONTRACTOR** under this Contract.

That in the performance of this Contract, an employer shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days with an work week. Employers should refer to NRS 608.018 for further details on overtime requirements.

**NOTICE**

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**  
**0809-237**  
**CARSON CITY FREEWAY PHASE 2B UTILITY RELOCATIONS SOUTH**  
**EDMONDS DRIVE SEWER PROJECT**

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

Notice to CONTRACTOR shall be addressed to:

A & K Earth Movers, Inc.  
Christian Spross, Secretary  
12251 Truckee Canyon Road  
Sparks, Nevada 89434  
775-825-1636/ FAX 775-825-6171  
[cspross@akearthmovers.com](mailto:cspross@akearthmovers.com)

Notice to CITY shall be addressed to:

Carson City Purchasing & Contracts  
Sandy Scott, Purchasing & Contracts Coordinator  
201 North Carson Street Suite 3  
Carson City, NV 89701  
775-887-2133 extension 30137 / FAX 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

### COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of Six Hundred Twenty Thousand, Three Hundred Eighty One Dollars and No Cents (\$620,381.00).

**OWNER** 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 on the **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

Contract Amount represents full and adequate compensation for the complete Work, and includes the furnishing of all materials; all labor, equipment, tools, transportation, services, appliances; and all expenses, direct or indirect connected with the proper execution of the work.

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

### CONTRACT TERMINATION

**Termination Without Cause:**

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.

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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**0809-237**  
**CARSON CITY FREEWAY PHASE 2B UTILITY RELOCATIONS SOUTH**  
**EDMONDS DRIVE SEWER PROJECT**

termination or compensation for any other item, including but not limited to, unabsorbed overhead. CONTRACTOR shall assure that all subcontracts which he/she 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.

**Termination for Nonappropriation:**

The continuation of this Contract beyond June 30, 2010, 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.

**Cause Termination for Default or Breach:**

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

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

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

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

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

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

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

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

CITY may terminate this Contract if CONTRACTOR:

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

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

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

Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or  
Otherwise makes a material breach of a provision of this Contract; or

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**0809-237**  
**CARSON CITY FREEWAY PHASE 2B UTILITY RELOCATIONS SOUTH**  
**EDMONDS DRIVE SEWER PROJECT**

CONTRACTOR fails to maintain safe working conditions.

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:

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

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

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

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

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.

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.

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.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, 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.

**Winding Up Affairs Upon Termination:**

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

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;

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

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

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

**SCOPE OF WORK**

The parties agree that the scope of work will 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 **OWNER** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

**CONTRACTOR** agrees that the Contract Documents for Bid No. 0809-259 include, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, herein after referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

**CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, referred to as Exhibit B, are incorporated herein and made a part whereof.

**FAIR EMPLOYMENT PRACTICES**

Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTORS** and Public Bodies;

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.

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

**PREFERENTIAL EMPLOYMENT**

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.

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.

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**ALTERNATIVE DISPUTE RESOLUTION**

Pursuant to Nevada Revised Statute 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arising between **OWNER** and **CONTRACTOR** cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree that, before judicial may be initiated, **OWNER** and **CONTRACTOR** will submit the dispute to non-binding mediation. **OWNER** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **OWNER**. The person selected as mediator shall determine the rules governing the mediation.

**LIMITED LIABILITY**

**OWNER** will not waive and intends to assert available NRS 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 **OWNER** 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.

**FORCE MAJEURE**

**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.

**INDEMNIFICATION**

To the extent permitted by law, including but not limited to, the provisions of NRS 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.

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnifying 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:

- 1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 2) a detailed explanation of the basis upon which the indemnified party believed that the claim or cause of action asserted against the indemnified party implicated the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide legal defense for the indemnified party, the indemnifying party shall not 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.

**INDEPENDENT CONTRACTOR**

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his/her 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.

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.

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.

**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.

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

**COMPLIANCE WITH LEGAL OBLIGATIONS**

Pursuant to NRS 338.153, a public body shall include in each contract for a public work a clause requiring each Contractor, subcontractor and other person who provide labor, equipment, materials, supplies and 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.

**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 license required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS 361.157 and NRS 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **OWNER** may set-off against consideration due any delinquent government obligations.

**WAIVER OF BREACH**

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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.

**SEVERABILITY**

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 does not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**ASSIGNMENT/DELEGATION**

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 **OWNER**, 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 **OWNER**.

**CITY OWNERSHIP OF PROPRIETARY INFORMATION**

Any files, reports, histories, studies, test, manuals, instruction, 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 exclusive property of the City of Carson City, Nevada, and such materials shall be delivered into **OWNER'S** 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 the performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **OWNER**. Notwithstanding the foregoing, **OWNER** shall have no proprietary interest in any materials license for use by **OWNER** that are subject to patent, trademark or copyright protection.

**OWNER** 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.

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

**PUBLIC RECORDS**

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **OWNER** will have 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 NRS 332,061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**CONFIDENTIALITY**

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**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.

**FEDERAL FUNDING**

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

**CONTRACTOR** certified, 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.

**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.

**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 regulation, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap conditions (including AIDS and AIDS-related conditions).

**LOBBYING**

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:

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

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

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

**PROPER AUTHORITY**

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**.

**GOVERNING LAW: JURISDICTION**

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 principal of conflict-of-law that would



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require the application of the law 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.

**ENTIRE CONTRACT AND MODIFICATION**

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

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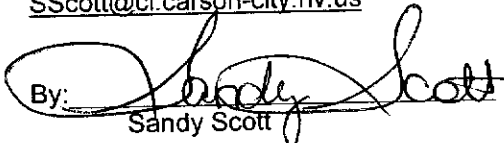
AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

**ACKNOWLEDGMENT AND EXECUTION:**

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 and  
Contracts Coordinator  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
Telephone: 775-887-2133 ext 30137  
Fax: 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

By:   
Sandy Scott

Dated 6-23-09

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

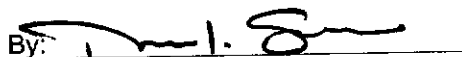
I have reviewed this Contract and approve  
as to its legal form.

By:   
Deputy District Attorney

Dated 6-23-09

**CITY'S ORIGINATING DEPARTMENT**

**BY:** Andrew Burnham, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355 Ext. 30367  
Fax: 775-887-2164  
[ABurnham@ci.carson-city.nv.us](mailto:ABurnham@ci.carson-city.nv.us)

By: 

Dated 6.23.09

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"name of signer" deposes and says: That he/she is Contractor or authorized agent of Contractor; the he/she has read the foregoing Contractor; and that he/she understands the terms, conditions and requirements thereof.

**CONTRACTOR**

**BY: Christian Spross**

**TITLE: Secretary**

**FIRM: A & K Earth Movers, Inc.**

**CARSON CITY BUSINESS LICENSE #: 09-4382**

**NEVADA CONTRACTOR'S LICENSE #: 24548**

**Address: 12251 Truckee Canyon Court**

**City: Sparks State: Nevada Zip Code: 89434**

**Telephone: 775-825-1636/Fax: 775-825-6171**

**E-mail Address: cspross@akearthmovers.com**

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Christian Spross".

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

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**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 2, 2009, approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 0809-237** and titled "**Carson City Freeway Phase 2B Utility Relocations South Edmonds Drive Sewer Project**". 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**

\_\_\_\_\_  
ROBERT L CROWELL, MAYOR

DATED this 2<sup>nd</sup> day of July, 2009.

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this 2<sup>nd</sup> day of July, 2009.

# BID PROPOSAL

## BID BOND

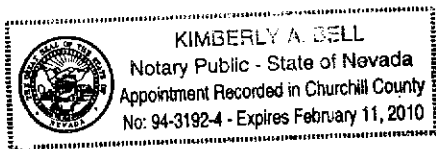
**KNOW ALL MEN BY THESE PRESENTS**, that I/We A & K Earth Movers, Inc.  
 as Principal, hereinafter called Contractor, and Fidelity And Deposit Company of Maryland  
 a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and  
 firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the  
 sum of \$ 5% Percent Dollars

(state sum in words) Five Percent of Total Amount Bid  
 for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and  
 assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid, identified as **BID #0809-237** and titled "Carson City Freeway Phase 2B  
 Utility Relocations South Edmonds Drive Sewer Project".

**NOW, THEREFORE** if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the  
 City in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid  
 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 the City the difference not to exceed the penalty hereof between the  
 amount specified in said bid and such larger amount for which the 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 Invitation for Bids then this  
 obligation shall be null and void, otherwise to remain in full force and effect.

(Seal)



Executed on this 8 day of June 2009

Signature of Principal: [Signature]

Title: Secretary

Firm: A & K Earth Movers, Inc.

Address: 1200 Auction Road

City/State/Zip Code: Fallon, NV 89406

Written Name of Principal: Christian Spass

ATTEST NAME Kimberly A. Bell

Signature of Notary: [Signature]

Subscribed and sworn before me this 8th day of June 2009  
 (printed name of notary) KIMBERLY A BELL 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>Fidelity And Deposit Company of Maryland</u>	Name of Local Agent <u>James D. Einerson</u>
Address <u>1400 American Lane</u>	Address <u>11350 Huntington Village Lane</u>
City <u>Schaumburg</u>	City <u>Gold River</u>
State/Zip Code <u>IL, 60196</u>	State/Zip Code <u>CA 95670</u>
Name <u>James D. Einerson</u>	Agent's Name <u>James D. Einerson</u>
Title <u>Agent Attorney-in-Fact</u>	Agent's Title <u>Non-Resident Nevada License # 29353</u>
Phone <u>916-631-7987</u>	Agents Phone <u>916-631-7987</u>
Surety's Acknowledgement <u>[Signature]</u>	<u>James D. Einerson, Attorney-in-Fact</u>
<b>NOTICE:</b> No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for services of process in the State of Nevada. Certified copy of Power of Attorney must be attached.	



**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

**CERTIFICATE**

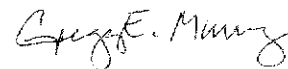
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 8 day of June, 2009.



Assistant Secretary

# BID PROPOSAL

**BID # 0809-237**

**BID TITLE: Carson City Freeway Phase 2B Utility Relocations South Edmonds Drive Sewer Project**

**NOTICE:** No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the 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 24 hours of bid submission.

**PRICES** will be valid for sixty (60) calendar days after the 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 N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

**COMPLETION** of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

**BIDDER** acknowledges receipt of \_\_\_\_\_ Addendums.

## SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
<b>SCHEDULE A: ROADWAY IMPROVEMENTS</b>				
<b>BP.1</b> MOBILIZATION/DEMOLITION AND CLEANUP FOR SCHEDULE A WORK (SP 1.2.1)	1	Lump Sum	6,000 <sup>00</sup>	6,000 <sup>00</sup>
<b>BP.2</b> TRAFFIC CONTROL FOR SCHEDULE A WORK (SP 1.2.2)	1	Lump Sum	7,500 <sup>00</sup>	7,500 <sup>00</sup>
<b>BP.3</b> CLEARING AND GRUBBING (SP 1.2.3)	1	Lump Sum	1,610 <sup>00</sup>	1,610 <sup>00</sup>
<b>BP.4</b> PULVERIZE BITUMINOUS SURFACE/BASE (SP 1.2.4)	10,030	Square Yards	440	44,132 <sup>00</sup>
<b>BP.5</b> UNCLASSIFIED EXCAVATION (SP 1.2.5)	1	Lump Sum	6,800 <sup>00</sup>	6,800 <sup>00</sup>
<b>BP.6</b> 2" TYPE 2 PG64-28 NV ON 3" TYPE 2 PG64-22 PLANTMIX BITUMINOUS PAVEMENT (SP 1.2.6)	10,030	Square Yards	25 <sup>00</sup>	250,750 <sup>00</sup>
<b>BP.7</b> 2" TYPE 2 PG64-28 NV ON 3" TYPE 2 PG64-22 PLANTMIX BITUMINOUS PAVEMENT ON 6" PULVERIZED BASE (SP 1.2.7)	947	Square Yards	28 <sup>00</sup>	26,516 <sup>00</sup>
<b>BP.8</b> PAVEMENT MARKING FILM TYPE 4, 24-INCH SOLID WHITE (SP 1.2.8)	48	Lineal Feet	13 <sup>00</sup>	624 <sup>00</sup>
<b>BP.9</b> PAVEMENT MARKING PAINT 4-INCH BROKEN YELLOW LINE (SP 1.2.8)	3,250	Lineal Feet	20 <sup>00</sup>	650 <sup>00</sup>
<b>BP.10</b> PAVEMENT MARKING PAINT 4-INCH SOLID WHITE LINE (SP 1.2.8)	6,400	Lineal Feet	20 <sup>00</sup>	1,280 <sup>00</sup>
<b>BP.11</b> PAVEMENT MARKING PAINT 4-INCH DOUBLE YELLOW LINE (SP 1.2.8)	28	Lineal Feet	2 <sup>00</sup>	56 <sup>00</sup>
<b>BP.12</b> 3-INCH PVC CONDUIT, SCHEDULE 80 (SP 1.2.9)	461	Lineal Feet	8 <sup>00</sup>	3,688 <sup>00</sup>
<b>BP.13</b> REMOVE AND RELOCATE EXISTING SIGN (SP 1.2.10)	3	Each	155 <sup>00</sup>	465 <sup>00</sup>
<b>BP.14</b> ADJUST EXISTING VALVE TO FINISH GRADE (SP 1.2.11)	9	Each	355 <sup>00</sup>	3,195 <sup>00</sup>
<b>TOTAL SCHEDULE A:</b>				353,216 <sup>00</sup>



# BID PROPOSAL

Description	Scheduled Value	Unit	Unit Price	Total Price	
<b>SCHEDULE B: SANITARY SEWER SYSTEM IMPROVEMENTS</b>					
BP.15	MOBILIZATION/DEMOBILIZATION AND CLEANUP FOR SCHEDULE B WORK (SP 1.3.1)	1	Lump Sum	6,500 <sup>00</sup>	6,500 <sup>00</sup>
BP.16	TRAFFIC CONTROL FOR SCHEDULE B WORK (SP 1.3.2)	1	Lump Sum	18,000 <sup>00</sup>	18,000 <sup>00</sup>
BP.17	CAP AND SLURRY FILL EXISTING SEWER MAIN 8-INCH (SP 1.3.3)	145	Lineal Feet	10 <sup>00</sup>	1,450 <sup>00</sup>
BP.18	REMOVE EXISTING SANITARY SEWER MANHOLE (SP 1.3.4)	1	Each	825 <sup>00</sup>	825 <sup>00</sup>
BP.19	ADJUST EXISTING SANITARY SEWER MANHOLE TO NEW FINISH GRADE (SP 1.3.5)	1	Each	630 <sup>00</sup>	630 <sup>00</sup>
BP.20	8-INCH SDR35 PVC SANITARY SEWER MAIN (SP 1.3.6)	3,256	Lineal Feet	42 <sup>00</sup>	136,752 <sup>00</sup>
BP.21	48 INCH PRECAST SANITARY SEWER MANHOLE TYPE 1 (SP 1.3.7)	9	Each	3,400 <sup>00</sup>	30,600 <sup>00</sup>
BP.22	60 INCH PRECAST SANITARY SEWER MANHOLE TYPE 1 (SP 1.3.7)	1	Each	5,000 <sup>00</sup>	5,000 <sup>00</sup>
BP.23	4-INCH SDR35 PVC SANITARY SEWER LATERAL WITH CLEANOUT (SP 1.3.8)	12	Each	4,100 <sup>00</sup>	49,200 <sup>00</sup>
<b>TOTAL SCHEDULE B:</b>				248,957 <sup>00</sup>	
<b>SCHEDULE C: STORM SEWER SYSTEM IMPROVEMENTS</b>					
BP.24	MOBILIZATION/DEMOBILIZATION AND CLEANUP FOR SCHEDULE C WORK (SP 1.4.1)	1	Lump Sum	500 <sup>00</sup>	500 <sup>00</sup>
BP.25	TRAFFIC CONTROL FOR SCHEDULE C WORK (SP 1.4.2)	1	Lump Sum	600 <sup>00</sup>	600 <sup>00</sup>
BP.26	REMOVE EXISTING STORM DRAIN PIPE, SIZE VARIES (SP 1.4.3)	65	Lineal Feet	28 <sup>00</sup>	1,820 <sup>00</sup>
BP.27	NDOT TYPE 2B DROP INLET WITH CONCRETE APRON (SP 1.4.4)	1	Each	5,600 <sup>00</sup>	5,600 <sup>00</sup>
BP.28	24-INCH CL V RCP STORM DRAIN PIPE WITH FLARED END SECTION (SP 1.4.5)	79	Lineal Feet	122 <sup>00</sup>	9,638 <sup>00</sup>
<b>TOTAL SCHEDULE C:</b>				18,158 <sup>00</sup>	
<b>BP.29 Total Bid Price Schedule A, B, and C</b>				620,381 <sup>00</sup>	

BP.30 Total Bid Price Written in Words:

Six hundred twenty thousand three hundred eighty one dollars <sup>no</sup>/cents

# BID PROPOSAL

## BP.31 BIDDER INFORMATION:

Company Name:	A+K Earth Movers, Inc.
Federal ID No.:	88-0097157
Mailing Address:	12251 Truckee Canyon Court
City, State, Zip Code:	Sparks, Nevada 89434
Complete Telephone Number:	(775) 825-1636
Complete Fax Number:	(775) 825-6171
E-mail:	CSpross@akearthmovers.com
Contact Person / Title:	Christian Spross - Secretary
Mailing Address:	12251 Truckee Canyon Court
City, State, Zip Code:	Sparks, Nevada 89434
Complete Telephone Number:	(775) 825-1636
Complete Fax Number:	(775) 825-6171
E-mail Address:	CSpross@akearthmovers.com

## BP.32 LICENSING INFORMATION:

Nevada State Contractor's License Number:	24548
License Classification(s):	A
Limitation(s) of License:	Unlimited
Date Issued:	4/8/87
Date of Expiration:	2 <sup>cs</sup> 4/30/10
Name of Licensee:	A+K Earth Movers, Inc.
Carson City Business License Number:	09-00004382
Date Issued:	12/17/08
Date of Expiration:	12/31/09
Name of Licensee:	A+K Earth Movers, Inc.

# BID PROPOSAL

## BP.33 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

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

### Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	9/2/63
Name of Corporation:	A+K Earth Movers, Inc.
Mailing Address:	1200 Auction Road
City, State, Zip Code:	Fallon, Nevada 89406
Telephone Number:	(775) 423-6085
President's Name:	K. Bart Hiatt
Vice-President's Name:	Michael A. Hiatt
Other 1) Name:	Scott R. Hiatt
Title:	Vice President
Other 2) Name:	Christian Spross
Title:	Secretary

# BID PROPOSAL

**BP.34 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1) Christian Spross	8 yrs.
Title 1) Senior Project manager	
Name 2) Art Orozco	16 yrs
Title 2) Project Manager	
Name 3) Cody Biggs	20 yrs
Title 3) Superintendent	
Name 4)	
Title 4)	
Name 5)	
Title 5)	
Name 6)	
Title 6)	

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

# BID PROPOSAL

## BP.35 REFERENCES:

### Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) 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)

<b>Company Name 1):</b> See Attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
<b>Company Name 2):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
<b>Company Name 3):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:

2008	<p><b>Churchill Co. Sewer Infrastructure</b>  Clear and grubbing, excavation, dispose unsuitable material, 18" and 21" PVC, type 1A manholes 48" &amp; 60", 10" PVC force main, air vac assembly valve, 24" ADS N-12 culvert head walls rip rap, imported fill, lift station, electrical, fencing, type 2, class B agg. Base, 3" bituminous pavement o 6" agg. Base, and class A monument.</p>	\$2,428,393.83	<p><b>Churchill County</b>  155 N. Taylor Street, Ste 153  Fallon, Nevada 89406  Mesha Stojcevic (775) 423-2153</p>
2007	<p><b>W. Center Street Reconstruction</b>  Mobilization &amp; demobilization, demolition &amp; grading, tree removal, over-excavation &amp; pit run. Placement of 8" sewer line, sewer manholes, sewer clean-out, sewer services, 12" storm drain lines, 6" storm drain lines, storm drain manholes, type I catch basins, 8" water lines, 8" gate valves, ¾" water service, double ¾" water service, 1" &amp; 2" water service. Install Fire hydrant, electrical conduits crossings, curb &amp; gutter, sidewalks, alley aprons &amp; valley gutters. Agg. Base and 3" paving.</p>	\$ 870,659.00	<p><b>City of Fallon-City Clerk Office</b>  55 W. Williams Ave.  Fallon, Nevada 89406</p>
2007	<p><b>Sewer Interceptor-Fernley, NV</b>  Sewer Interceptor/Manholes, Watermain Crossing/Alignment, Railroad Bore/Power Pole, Storm Drain Installation and AC Pavement Repair.</p>	\$2,676,438.89	<p><b>City of Fernley</b>  595 Silverlace Blvd.  Fernley, Nevada 89408  Phil Longballe (775) 784-9929</p>
2006	<p><b>Spanish Springs Sewer, Ph. 1A</b>  Replace PCC valley gutters &amp; adjust manhole rims, water &amp; gas valve boxes, &amp; survey monument boxes. SWPPP installation &amp; maintenance, Type 1A sanitary sewer manholes, 8" &amp; 10" SDR-35 sanitary sewer pipe, 4" &amp; 6" sanitary sewer laterals, and connect to existing sewer. Type II Base, permanent pavement patch, 2" asphalt concrete paving grinding &amp; 1 ½" key cut asphalt concrete paving grinding. 2" &amp; 1 ½" asphalt concrete paving overlay &amp; paving.</p>	\$2,667,704.50	<p><b>Washoe Co. Water Resource Dept</b>  4930 Energy Way  Reno, Nevada 89407-1059  Joe Stowell (775) 322-3064</p>

2006

**North Valley Sanitary Sewer Project**

**Earthwork;** remove existing AC cart path & road, erosion control, dewatering, trench excavation & backfill. Water; 8" C-900 CL200 PVC waterline and gate valve & fire hydrant assembly. Sewer; 12" 15" & 18" SDR 35 PVC sanitary sewer line & 6" Sewer Lateral. 6" & 14" DR 11 HDPE sewer force main, 10' dia. Lift station, 48" sewer drop manhole, 60" sewer standard manhole and sewer combination valve. Electrical; Single 4" primary riser, 4" DB120 PVC conduit, transformer pad and TV. Aggregate; 3" AC on 6" base.

**\$3,836,348.61**

**Douglas Co. Community Dev.**

P.O. Box 218  
Minden, Nevada 89423  
Ed Mason (775) 782-6228

2004

**Fernley Sewer Line Replacement/Hwy 50A**

Clear and grub, earthwork, sewer cleaning, installation of 24" sewer line through metal casing, boring under Hwy 50, TV inspection of pipe, complete sewer tie ins, abandon 9 existing manholes, saw cut and repair AC, traffic control.

**\$ 674,177.00**

**City of Fernley**

595 silverlace Blvd.  
Fernley, Nevada 89712

# BID PROPOSAL

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




# BID PROPOSAL

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

BP. 36

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

  
 Signature of Authorized Certifying Official  
Christian Spross  
 Printed Name

Secretary  
 Title  
June 17, 2009  
 Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BIDDER'S SAFETY INFORMATION**

Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2007	.85	6.38
2006	.88	7.77

<sup>1</sup> E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.  
<sup>2</sup> 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.

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 37 INSTRUCTIONS:** for Subcontractors exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The 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 <i>"None"</i>	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 38 INSTRUCTIONS:** for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
as <del>Western Sealing + Striping</del>	700 Marietta Way Sparks, NV 89431	
Phone	Nevada Contractor License #	Limit of License
as <del>(75) 333-5711</del>	as 20235A	as \$1,000,000.00
Description of work		
Signs + Striping		
Name of Subcontractor	Address	
Humos + Associates	800 E. College Parkway, Carson City, NV 89706	
Phone	Nevada Contractor License #	Limit of License
(75) 883-7077	Professional Service	—
Description of work		
Survey		
Name of Subcontractor	Address	
Pavement Recycling Syst.	46205 N. Division St. - Lancaster, CA 93535	
Phone	Nevada Contractor License #	Limit of License
(661) 948-5599	36228	Unlimited
Description of work		
Cold Mill		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 39 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address	
<i>Western Painting + Stippling</i>	<i>1700 Marietta Way - Sparks, NV 89431</i>	
Phone	Nevada Contractor License #	Limit of License
<i>(775) 333-5611</i>	<i>20235A</i>	<i>\$1,000,000<sup>00</sup></i>
Description of work		
<i>Signs + Stippling</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

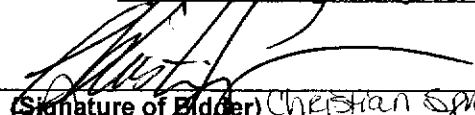
## BP. 40 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
 ) SS  
COUNTY OF Churchill )

I Christian Sross (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Carson City Freeway Phase 2B Utility Relocations South Edmonds Drive Sewer Project", contract number 0809-237, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

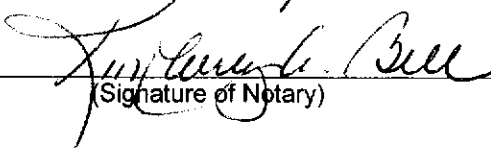
### BIDDER:


PRINTED NAME OF BIDDER: Christian Sross  
TITLE: Secretary  
FIRM: A+K Earth Movers, Inc.  
Address: 12251 Truckee Canyon Court  
City, State, Zip: Sparks, Nevada 89434  
Telephone: (775) 825-1636  
Fax: (775) 825-6171  
E-mail Address: CSross@akearthmovers.com

  
(Signature of Bidder) Christian Sross

DATED: June 17, 2009

Signed and sworn (or affirmed) before me on this 17 day of June, 2009, by  
CHRISTIAN SROSS

  
(Signature of Notary)

 KIMBERLY A. BELL  
Notary Public - State of Nevada  
Appointment Recorded in Churchill County (Notary Stamp)  
No: 94-3192-4 - Expires February 11, 2010

END OF BID PROPOSAL



# NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 868-1141 FAX (775) 868-1271, INVESTIGATIONS (775) 868-1150  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89174, (702) 466-1100 FAX (702) 466-1190, INVESTIGATIONS (702) 466-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-18-0004

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 24548 ORIGINAL ISSUE DATE: 04/08/1987 BUSINESS TYPE: CORPORATION CLASSIFICATION: A - GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON MAY 1, 2009 AND EXPIRES ON APRIL 30, 2010, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



*Margi Grein*  
NANCY MATHIAS, LICENSING ADMINISTRATOR FOR DATE 4/29/2009  
MARGI GREIN, EXECUTIVE OFFICER

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

