

Item # 6B

**City of Carson City  
Agenda Report**

**Date Submitted:** February 5, 2010

**Agenda Date Requested:** February 16, 2010

**Time Requested:** 5 minutes

**Labor Commissioner PWP #** CC-2010-104

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

**Subject Title:** Action to determine that Resource Development Company is the only responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0910-127 Project A-Production Well 4 Remodel and Pipe Modifications and Project B-Production Well 24 Phase II Upgrades to Resource Development Company for a bid amount of \$927,900.00 plus a contingency amount not to exceed \$93,000.00 to be funded from the ARRA/Well 4 and ARRA/Well 24 Fund as provided in FY 2009/2010. (*Sandy Scott*)

**Staff Summary:** Carson City received sealed bids for all labor, materials, tools and equipment necessary to construct plumbing, mechanical and electrical improvements at two (2) existing well sites, such as all earthwork, concrete, asphalt, precast concrete vaults, pit-less adapters, all required plumbing and piping, pumps and motors, pump control valves and associated plumbing, monitoring and chlorination devices, landscaping, minor building structural and architectural improvements and all required electrical. Project includes all common phases of construction customarily associated with this type of project.

Time of completion of this project is May 15, 2010 to have both Wells ready to put into operation.

**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 Resource Development Company is the only responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0910-127 Project A-Production Well 4 Remodel and Pipe Modifications and Project B-Production Well 24 Phase II Upgrades to Resource Development Company for a bid amount of \$927,900.00 plus a contingency amount not to exceed \$93,000.00 to be funded from the ARRA/Well 4 and ARRA/Well 24 Fund as provided in FY 2009/2010. (*Sandy Scott*)

**Explanation for Recommended Board Action:** *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on December 16, 2009. The bids were opened at approximately 11:10 a.m. on January 14, 2010, at 201 North Carson Street, Carson City, Nevada 89701. Present

during the bid opening were: Don Turley, Resource Development Company; Nick Providenti, Finance Director; Andy Burnham, Public Works Director; and Amanda King, Purchasing and 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> |
|-------------------------------------|---------------------------|
| <b>Resource Development Company</b> | <b>\$927,900.00</b>       |

Staff recommends award to Resource Development Company as the only responsive and responsible bidder pursuant to N.R.S. Chapter 338.

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

**Engineers Estimate:** \$1,020,900.00

**Project Budget:** \$1,020,900.00

**Fiscal Impact:** Not to exceed \$1,020,900.00

**Explanation of Impact:** If approved the below referenced account could be decreased by \$1,020,900.00.

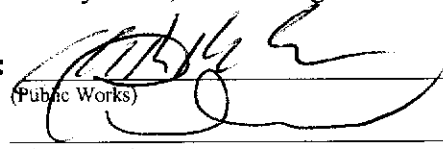
**Funding Source:** (Well 4) ARRA/Well 4 Project 520-3505-435-7880 and (Well 24) ARRA/Well 24 Upgrade 520-3505-435-7881 as provided in FY 2009/2010.

**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 No. 0910-127, and Bid Response from Resource Development Company.

**Prepared By:** Sandy Scott, Purchasing and Contracts Coordinator

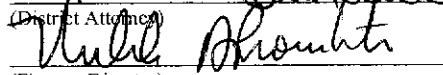
**Reviewed By:**

  
\_\_\_\_\_  
(Public Works)

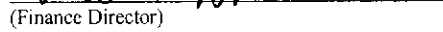
Date: 2-10-10

  
\_\_\_\_\_  
(City Manager)

Date: 2/9/2010

  
\_\_\_\_\_  
(District Attorney)

Date: 2-9-10

  
\_\_\_\_\_  
(Finance Director)

Date: 2/9/2010

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(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# 0910-127 Project A-Production Well 4 Remodel and Piping Modification  
and Project B-Production Well 24 Phase II Upgrades  
Time and Date of Opening: January 14, 2010 @ 10:30 am**

| Description  | Bidder #1   |                      | Bidder #            |                     | Bidder #   |               |
|--|-------------|----------------------|---------------------|---------------------|------------|---------------|
|  | Unit price  | Total price          | Unit price          | Total Price         | Unit Price | Total Price   |
| BONDING Provided, \$, %, or no   |             | Resource Development |                     |                     |            |               |
| PREFERENTIAL Bidder Status   | 5%          |                      | NA                  |                     | NA         |               |
| BIDDER acknowledges receipt addendums  | 5           |                      |                     |                     |            |               |
| Description  | Sched Value | Unit                 | Unit price          | Total price         | Unit price | Total Price   |
| <b>Schedule A: Well 24 Work</b>  |             |                      |                     |                     |            |               |
| 1 Mobilization, Demobilization and Clean-up (5.9.1)                            | 1           | LS                   | \$22,700.00         | \$22,700.00         |            | \$0.00        |
| 2 Pot-holing and Layout Prior to Commencement of Work (5.9.2)                  | 4           | EA                   | \$2,600.00          | \$10,400.00         |            | \$0.00        |
| 3 Remove existing steel plumbing and install new steel plumbing (5.9.3)        | 1           | LS                   | \$75,600.00         | \$75,600.00         |            | \$0.00        |
| 4 New 12" PVC Water Line (5.9.4)   | 1           | LS                   | \$68,000.00         | \$68,000.00         |            | \$0.00        |
| 5 16" PVC Flush to Waste Line (5.9.5)  | 1           | LS                   | \$46,200.00         | \$46,200.00         |            | \$0.00        |
| 6 Remove existing submersible pump from well outside existing building (5.9.6) | 1           | LS                   | \$6,000.00          | \$6,000.00          |            | \$0.00        |
| 7 Install new Vertical Turbine Pump (5.9.7)                                    | 1           | LS                   | \$18,900.00         | \$18,900.00         |            | \$0.00        |
| 8 New Vertical Turbine Enclosure Structure (5.9.8)                             | 1           | LS                   | \$34,000.00         | \$34,000.00         |            | \$0.00        |
| 9 New Electrical, Mechanical, Telemetry and Control Work (5.9.9)               | 1           | LS                   | \$91,900.00         | \$91,900.00         |            | \$0.00        |
| 10 Building Structural and Architectural Improvements (5.9.10)                 | 1           | LS                   | \$44,000.00         | \$44,000.00         |            | \$0.00        |
| 11 Concrete Flatwork (5.9.11)  | 1           | LS                   | \$22,400.00         | \$22,400.00         |            | \$0.00        |
| 12 Traffic Control (5.9.12)  | 1           | LS                   | \$3,600.00          | \$3,600.00          |            | \$0.00        |
| 13 Landscape Work (5.9.13)   | 1           | LS                   | \$16,300.00         | \$16,300.00         |            | \$0.00        |
| <b>Sub-total of Schedule A:</b>  |             |                      | <b>\$460,000.00</b> | <b>\$460,000.00</b> |            | <b>\$0.00</b> |
| <b>Schedule B: Well 4 Work</b>   |             |                      |                     |                     |            |               |

|  |   |        |    |  |                     |                     |               |               |  |
|--|---|--------|----|--|---------------------|---------------------|---------------|---------------|--|
| 14                                     | Mobilization, Demobilization and Clean-up (5.9.1)                           | 1      | LS |  | \$22,200.00         | \$22,200.00         | \$0.00        | \$0.00        |  |
| 15                                     | Pot-holing and Layout Prior to Commencement of Work (5.9.2)                 | 5      | EA |  | \$2,600.00          | \$13,000.00         | \$0.00        | \$0.00        |  |
| 16                                     | Remove existing steel plumbing and install new steel plumbing (5.9.3)       | 1      | LS |  | \$75,200.00         | \$75,200.00         | \$0.00        | \$0.00        |  |
| 17                                     | New 12" PVC Water Line (5.9.4)  | 1      | LS |  | \$20,800.00         | \$20,800.00         | \$0.00        | \$0.00        |  |
| 18                                     | New 12" PVC Flush to Waste Line (5.9.14)                                    | 1      | LS |  | \$38,600.00         | \$38,600.00         | \$0.00        | \$0.00        |  |
| 19                                     | New Electrical, Mechanical, Telemetry and Control Work (5.9.9)              | 1      | LS |  | \$96,100.00         | \$96,100.00         | \$0.00        | \$0.00        |  |
| 20                                     | New Pump, Motor and Column Pipe and Pit-less Adapter for new well (5.9.15)  | 1      | LS |  | \$58,600.00         | \$58,600.00         | \$0.00        | \$0.00        |  |
| 21                                     | Remove Existing Submersible Pump from well inside existing building (5.9.6) | 1      | LS |  | \$6,000.00          | \$6,000.00          | \$0.00        | \$0.00        |  |
| 22                                     | Build Structural and Architectural Improvements (5.9.10)                    | 1      | LS |  | \$37,200.00         | \$37,200.00         | \$0.00        | \$0.00        |  |
| 23                                     | Concrete Flatwork (5.9.11)  | 1      | LS |  | \$14,200.00         | \$14,200.00         | \$0.00        | \$0.00        |  |
| <b>Sub-total of Schedule B:</b>        |   |        |    |  | <b>\$381,900.00</b> |                     | <b>\$0.00</b> | <b>\$0.00</b> |  |
| <b>Schedule C: Additive Alternates</b> |   |        |    |  |                     |                     |               |               |  |
| 24                                     | Stabilize Sub-grade under 12" Pipe (5.9.16)                                 | 1      | LF |  | \$500.00            | \$500.00            | \$0.00        | \$0.00        |  |
| 25                                     | Stabilize Sub-grade under 16" Pipe (5.9.17)                                 | 1      | LF |  | \$500.00            | \$500.00            | \$0.00        | \$0.00        |  |
| 26                                     | Site Grading and Paving of new AC Driveway inside fenced area (5.9.18)      | 14,000 | SF |  | \$5.30              | \$74,200.00         | \$0.00        | \$0.00        |  |
| 27                                     | New Type II Driveway from Well Site to Little Lane (5.9.19)                 | 7,200  | SF |  | \$1.50              | \$10,800.00         | \$0.00        | \$0.00        |  |
| <b>Sub-total of Schedule C:</b>        |   |        |    |  | <b>\$86,000.00</b>  |                     | <b>\$0.00</b> | <b>\$0.00</b> |  |
| <b>Sub-total of Schedule A:</b>        |   |        |    |  |                     | <b>\$460,000.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |  |
| <b>Sub-total of Schedule B:</b>        |   |        |    |  |                     | <b>\$381,900.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |  |
| <b>Sub-total of Schedule C:</b>        |   |        |    |  |                     | <b>\$86,000.00</b>  | <b>\$0.00</b> | <b>\$0.00</b> |  |
| <b>Total Bid Price</b>                 |   |        |    |  |                     | <b>\$927,900.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |  |
| <b>END OF DOCUMENT</b>                 |   |        |    |  |                     |                     |               |               |  |
| 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                 |               |               |  |

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## CONTRACT NO. 0910-127

### Project A-Production Well 4 Remodel and Pipe Modifications and Project B-Production Well 24 Phase II Upgrades

THIS **CONTRACT** made and entered into this 16<sup>th</sup> day of February, 2010, 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 Resource Development Company 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. 0910-127**, titled "**Project A-Production Well 4 Remodel and Piping Modifications and Project B-Production Well 24 Phase II Upgrades**" 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

CONTRACT NO. 0910-127

Project A-Production Well 4 Remodel and Pipe Modifications  
and Project B-Production Well 24 Phase II Upgrades

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

Notice to CONTRACTOR shall be addressed to:

R. Douglas Allen, Vice President  
Resource Development Company  
1475 Linda Way  
Sparks, Nevada 89431  
775-356-8004  
775-356-0610  
doug@rdc-nevada.com

Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts  
Sandy Scott, Purchasing and Contracts Coordinator  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
775-887-7137/ 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 Nine Hundred Twenty-Seven Thousand, Nine Hundred Dollars and No Cents (\$927,900.00).

**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 termination or compensation for any other item, including but not limited to, unabsorbed overhead.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**CONTRACT NO. 0910-127**

**Project A-Production Well 4 Remodel and Pipe Modifications**  
**and Project B-Production Well 24 Phase II Upgrades**

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 materially 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;

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



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
CONTRACT NO. 0910-127**

**Project A-Production Well 4 Remodel and Pipe Modifications  
and Project B-Production Well 24 Phase II Upgrades**

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;

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## CONTRACT NO. 0910-127

### Project A-Production Well 4 Remodel and Pipe Modifications and Project B-Production Well 24 Phase II Upgrades

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-???? 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, the **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.

### ALTERNATIVE DISPUTE RESOLUTION

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## CONTRACT NO. 0910-127

### Project A-Production Well 4 Remodel and Pipe Modifications and Project B-Production Well 24 Phase II Upgrades

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 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:

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

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## CONTRACT NO. 0910-127

### Project A-Production Well 4 Remodel and Pipe Modifications and Project B-Production Well 24 Phase II Upgrades

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

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

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## CONTRACT NO. 0910-127

### Project A-Production Well 4 Remodel and Pipe Modifications and Project B-Production Well 24 Phase II Upgrades

#### 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

**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:

# **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

## **CONTRACT NO. 0910-127**

### **Project A-Production Well 4 Remodel and Pipe Modifications and Project B-Production Well 24 Phase II Upgrades**

**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.

### **DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM AND CENTRAL CONTRACT REGISTRATION**

**CONTRACTOR** is required to have a Dun and Bradstreet Data Universal Number System (D-U-N-S) number and is to be registered through the Central Contractor Registration (CCR). A D-U-N-S number can be requested at <http://fedgov.dnb.com/webform> and created in one business day. A D-U-N-S number and Tax Identification Number are required before a contractor can register through CCR. Registration with CCR can be done at <http://ccr.gov>.

### **ALL IRON, STEEL AND MANUFACTURED GOODS USED IN CONSTRUCTION**

All iron, steel and manufactured goods used in construction, alteration, repair or maintenance of the public work project under this contract must be produced in the United States in accordance with the American Reinvestment and Recovery Act of 2009. The Contractor shall provide evidence to Carson City that all construction materials comply with this requirement. Exceptions may only be granted with prior written permission from the Carson City Planning Division and only after the Planning Division has received permission from the Secretary of the U.S. Department of Environmental Protection under the condition that: (1) the requirement is inconsistent with public interest; (2) those goods are not readily available or produced in sufficient quantity in the U.S;

### **DAVIS-BACON ACT WAGE**

# **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**CONTRACT NO. 0910-127**

## **Project A-Production Well 4 Remodel and Pipe Modifications and Project B-Production Well 24 Phase II Upgrades**

Pursuant to section 1606 of the American Reinvestment and Recovery Act of 2009, the Davis-Bacon Act wage rules apply to this project.

### **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 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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
CONTRACT NO. 0910-127**

**Project A-Production Well 4 Remodel and Pipe Modifications  
and Project B-Production Well 24 Phase II Upgrades**

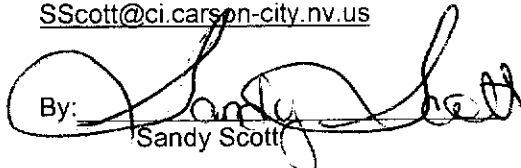
**AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.**

**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 2-9-10

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

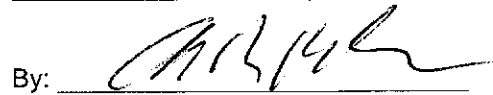
I have reviewed this Contract and approve  
as to its legal form.

By:   
Deputy District Attorney

Dated 2-9-10

**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 2/10/10



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**CONTRACT NO. 0910-127**

**Project A-Production Well 4 Remodel and Pipe Modifications  
and Project B-Production Well 24 Phase II Upgrades**

R. Douglas Allen 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:** R. Douglas Allen

**TITLE:** Vice President

**FIRM:** Resource Development Company

**CARSON CITY BUSINESS LICENSE #:** 10-4187

**NEVADA CONTRACTOR'S LICENSE #:** 12777

**Address:** 1475 Linda Way

**City:** Sparks **State:** Nevada **Zip Code:** 89431

**Telephone:** 775-356-8004/**Fax:** 775-356-0610

**E-mail Address:** doug@rdc-nevada.com

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

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

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

)ss

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

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by R. Douglas Allen.

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

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
CONTRACT NO. 0910-127**

**Project A-Production Well 4 Remodel and Pipe Modifications  
and Project B-Production Well 24 Phase II Upgrades**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 4, 2010, approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 0910-127** and titled "**Project A-Production Well 4 Remodel and Piping Modifications and Project B-Production Well 24 Phase II Upgrades**". 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 16<sup>th</sup> day of February, 2010.

**ATTEST:**

ALAN GLOVER, CLERK-RECORDER

DATED this 16<sup>th</sup> day of February, 2010.

# BID PROPOSAL

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS,** that I/We RDC, INC. DBA RESOURCE DEVELOPMENT COMPANY as Principal, hereinafter called Contractor, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation duly organized under the laws of the State of <sup>CONNECTICUT</sup> Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ 5% OF BID Dollars

(state sum in words) FIVE 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 # 0910-127 and titled "Project A-Production Well 4 Remodel and Piping Modification and Project B-Production Well Phase II Upgrades".

**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 4TH day of JANUARY 2010

Signature of Principal: [Signature]

Title: Vice President

Firm: RDC, INC. DBA RESOURCE DEVELOPMENT COMPANY

Address: 1475 LINDA WAY

City/State/Zip Code: SPARKS, NV 89431

Written Name of Principal: R. Douglas Allen

ATTEST NAME

Signature of Notary: [Signature]

Notary Public - State of Nevada  
Appointment Recorded in Washoe County 2010  
Notary Public for the State of Nevada October 6, 2013

Subscribed and sworn before me this 14th day of January, 2010  
(printed name of notary) Barbara J. Lineberry

Claims Under this Bond May be Addressed to: Nevada Licensed Agent Information

|                |  |  |
|----------------|--|--|
| Name of Surety | TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA | BUSCHMANN BUSCHMANN & LAUX SURETY INS SERVICES LLC |
|----------------|--|--|

|         |                       |                                  |
|---------|-----------------------|----------------------------------|
| Address | 11070 WHITE ROCK ROAD | 300 HARDING BOULEVARD, SUITE 114 |
|---------|-----------------------|----------------------------------|

|      |                |           |
|------|----------------|-----------|
| City | RANCHO CORDOVA | ROSEVILLE |
|------|----------------|-----------|

|                |          |          |
|----------------|----------|----------|
| State/Zip Code | CA 95670 | CA 95678 |
|----------------|----------|----------|

|      |              |                          |
|------|--------------|--------------------------|
| Name | KATHY RANGEL | DONA LISA ANNA BUSCHMANN |
|------|--------------|--------------------------|

|       |                  |       |
|-------|------------------|-------|
| Title | ATTORNEY-IN-FACT | AGENT |
|-------|------------------|-------|

|       |                             |                |
|-------|-----------------------------|----------------|
| Phone | (916) 852-5267 - ART OLIVER | (916) 782-6637 |
|-------|-----------------------------|----------------|

|                          |                    |  |
|--------------------------|--------------------|--|
| Surety's Acknowledgement | <u>[Signature]</u> |  |
|--------------------------|--------------------|--|

**NOTICE:** No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for services of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

**ACKNOWLEDGMENT**


State of California  
County of Placer

On January 4, 2010 before me, Jana B. Pilgard, Notary Public  
(insert name and title of the officer)

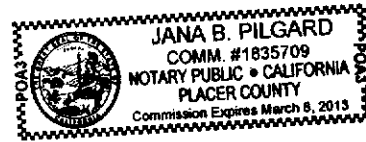
personally appeared Kathy Rangel,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 220117

Certificate No. 002576038

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

Robert D. Laux, Joel J. Buschmann, Dona Lisa Buschmann, Susan Fournier, Jana Pilgard, and Kathy Rangel

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of August, 2008

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 19th day of August, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

# BID PROPOSAL

**BID # 0910-127**

**BID TITLE: Project A-Production Well 4 Remodel and Piping Modification and Project B-Production Well Phase II Upgrades**

**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.

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

**BIDDER** acknowledges receipt of  5  Addendums.

## SUMMARY

| Description   | Scheduled Value | Unit | Unit Price        | Total Price |
|---|-----------------|------|-------------------|-------------|
| <b>SCHEDULE A: Well 24 Work</b>   |                 |      |                   |             |
| BP.1 Mobilization, Demobilization and Clean-up (5.9.1)                            | 1               | LS   | 22,700.00         | \$22,700.00 |
| BP.2 Pot-holing and Layout Prior to Commencement of Work (5.9.2)                  | 4               | EA   | 2,600.00          | \$10,400.00 |
| BP.3 Remove existing steel plumbing and install new steel plumbing (5.9.3)        | 1               | LS   | 75,600.00         | \$75,600.00 |
| BP.4 New 12" PVC Water Line (5.9.4)   | 1               | LS   | 68,000.00         | \$68,000.00 |
| BP.5 16" PVC Flush to Waste Line (5.9.5)  | 1               | LS   | 46,200.00         | \$46,200.00 |
| BP.6 Remove existing submersible pump from well outside existing building (5.9.6) | 1               | LS   | 6,000.00          | \$6,000.00  |
| BP.7 Install new Vertical Turbine Pump (5.9.7)                                    | 1               | LS   | 18,900.00         | \$18,900.00 |
| BP.8 New Vertical Turbine Enclosure Structure (5.9.8)                             | 1               | LS   | 34,000.00         | \$34,000.00 |
| BP.9 New Electrical, Mechanical, Telemetry and Control Work (5.9.9)               | 1               | LS   | 91,900.00         | \$91,900.00 |
| BP.10 Building Structural and Architectural Improvements (5.9.10)                 | 1               | LS   | 44,000.00         | \$44,000.00 |
| BP.11 Concrete Flatwork (5.9.11)  | 1               | LS   | 22,400.00         | \$22,400.00 |
| BP.12 Traffic Control (5.9.12)  | 1               | LS   | 3,600.00          | \$3,600.00  |
| BP.13 Landscape Work (5.9.13)   | 1               | LS   | 16,300.00         | \$16,300.00 |
| <b>Sub-Total: Schedule A</b>  |                 |      | <b>460,000.00</b> |             |
| <b>SCHEDULE B: Well 4 Work</b>  |                 |      |                   |             |
| BP.14 Mobilization, Demobilization and Clean-up (5.9.1)                           | 1               | LS   | 22,200.00         | \$22,200.00 |
| BP.15 Pot-holing and Layout Prior to Commencement of Work (5.9.2)                 | 5               | EA   | 2,600.00          | \$13,000.00 |

# BID PROPOSAL

| Description   | Scheduled Value | Unit | Unit Price         | Total Price       |
|---|-----------------|------|--------------------|-------------------|
| BP.16 Remove existing steel plumbing and install new steel plumbing (5.9.3)       | 1               | LS   | 75,200.00          | \$75,200.00       |
| BP.17 New 12" PVC Water Line (5.9.4)  | 1               | LS   | 20,800.00          | \$20,800.00       |
| BP.18 New 12" PVC Flush to Waste Line (5.9.14)                                    | 1               | LS   | 38,600.00          | \$38,600.00       |
| BP.19 New Electrical, Mechanical, Telemetry and Control Work (5.9.9)              | 1               | LS   | 96,100.00          | 96,100.00         |
| BP.20 New Pump, Motor and Column Pipe and Pit-less Adapter for new well (5.9.15)  | 1               | LS   | 58,600.00          | 58,600.00         |
| BP.21 Remove Existing Submersible Pump from well inside existing building (5.9.6) | 1               | LS   | 6,000.00           | \$6,000.00        |
| BP.22 Build Structural and Architectural Improvements (5.9.10)                    | 1               | LS   | 37,200.00          | \$37,200.00       |
| BP.23 Concrete Flatwork (5.9.11)  | 1               | LS   | 14,200.00          | \$14,200.00       |
| <b>Sub-Total Schedule B:</b>  |                 |      |                    | <b>381,900.00</b> |
| <b>SCHEDULE C: Additive Alternates</b>  |                 |      |                    |                   |
| BP.24 Stabilize Sub-grade under 12" Pipe (5.9.16)                                 | 1               | LF   | 500.00             | \$500.00          |
| BP.25 Stabilize Sub-grade under 16" Pipe (5.9.17)                                 | 1               | LF   | 500.00             | \$500.00          |
| BP.26 Site Grading and Paving of new AC Driveway inside fenced area (5.9.18)      | 14,000          | SF   | 5.30               | \$74,200.00       |
| BP.27 New Type II Driveway from Well Site to Little Lane (5.9.19)                 | 7,200           | SF   | 1.50               | \$10,800.00       |
| <b>Sub-Total Schedule C</b>   |                 |      | <b>\$86,000.00</b> |                   |
| BP.28 Schedule A + B + C Total Bid Price  |                 |      |                    | <b>927,900.00</b> |

BP.29 Total Bid Price Written in Words:

Nine hundred twenty-seven thousand nine hundred dollars  $\frac{00}{100}$

# BID PROPOSAL

## BP.30 BIDDER INFORMATION:

|   |
|---|
| <b>Company Name:</b> RDC, Inc. dba Resouce Development Company  |
| <b>Federal ID No.:</b> 88-0176385                               |
| <b>Mailing Address:</b> 1475 Linda Way                          |
| <b>City, State, Zip Code:</b> Sparks, Nevada 89431              |
| <b>Complete Telephone Number:</b> 775-356-8004                  |
| <b>Complete Fax Number:</b> 775-356-0610                        |
| <b>Fax Number including area code:</b> 775-356-0610             |
| <b>E-mail:</b> doug@rdc-nevada.com                              |
| <b>Contact Person / Title:</b> R. Douglas Allen, Vice President |
| <b>Mailing Address:</b> 1475 Linda Way                          |
| <b>City, State, Zip Code:</b> Sparks, Nevada 89431              |
| <b>Complete Telephone Number:</b> 775-356-8004                  |
| <b>Complete Fax Number:</b> 775-356-0610                        |
| <b>E-mail Address:</b> doug@rdc-nevada.com                      |

## BP.31 LICENSING INFORMATION:

|  |
|--|
| <b>Nevada State Contractor's License Number:</b> 0012777 |
| <b>License Classification(s):</b> AB                     |
| <b>Limitation(s) of License:</b> Unlimited               |
| <b>Date Issued:</b> 5/12/1982                            |
| <b>Date of Expiration:</b> 5/31/2011                     |
| <b>Name of Licensee:</b> Resource Development Company    |
| <b>Carson City Business License Number:</b> 10-00004187  |
| <b>Date Issued:</b> 12/24/2009                           |
| <b>Date of Expiration:</b> 12/31/2010                    |
| <b>Name of Licensee:</b> Resource Development Company    |



# BID PROPOSAL

## BP.32 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: 12/2/1981                   |
| Name of Corporation: RDC, Inc.                 |
| Mailing Address 1475 Linda Way                 |
| City, State, Zip Code: Sparks, Nevada 89431    |
| Telephone Number: 775-356-8004                 |
| President's Name: Roger G. Biale               |
| Vice-President's Name: R. Douglas Allen        |
| Other 1) Name: Donald L. Turley                |
| Title: Secretary/Treasurer                     |
| Other 2) Name:                                 |
| Title  |

# BID PROPOSAL

## BP.33 MANAGEMENT AND SUPERVISORY PERSONNEL:

| Persons and Positions              | Years With Firm |
|------------------------------------|-----------------|
| Name 1) R. Douglas Allen           | 36              |
| Title 1) Vice President            |                 |
|                                    |                 |
| Name 2) Sean Gill                  | 7               |
| Title 2) Estimator/Project Manager |                 |
|                                    |                 |
| Name 3) Ned Weaver                 | 28              |
| Title 3) Field 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.34 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> Truckee Meadows Water Authority       |
| Contract Person: Jim Demuth                                   |
| Mailing Address: PO Box 30013                                 |
| City, State, Zip Code: Reno, Nevada 89520-3013                |
| Complete Telephone Number: 775-848-7193                       |
| E-Mail Address:   |
| Project Title: Glendale Pump Upgrade                          |
| Amount of Contract: \$2,581,300                               |
| Scope of Work: Upgrade pump station                           |
| <b>Company Name 2):</b> Washoe County Dept of Water Resources |
| Contract Person: Ray Kruth                                    |
| Mailing Address: 4930 Energy Way                              |
| City, State, Zip Code: Reno, Nevada 89502                     |
| Complete Telephone Number: 775-689-0108                       |
| E-Mail Address: kruth@ecologic-eng.com                        |
| Project Title: Hidden Valley Wells 3, 4 & 5 Refurbishment     |
| Amount of Contract: \$758,400                                 |
| Scope of Work: Refurbishment of 3 wells                       |
| <b>Company Name 3):</b> City of Reno                          |
| Contract Person: Gary Guzelis                                 |
| Mailing Address: PO Box 1900                                  |
| City, State, Zip Code: Reno, Nevada 89505                     |
| Complete Telephone Number: 775-329-5559                       |
| E-Mail Address: gary@shawengineering.com                      |

# BID PROPOSAL

|  |
|--|
| Project Title: Lear Lift Station Rehab     |
| Amount of Contract \$871,400               |
| Scope of Work: Lift station rehabilitation |
|  |
| <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. 35

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

R. Douglas Allen  
Printed Name

Vice President  
Title

January 8, 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 | .97                         | 0                               |
| 2006 | .87                         | 0                               |

<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. 36 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<br>Apex Grading & Paving | Address PO Box 19045 Reno, NV 89511          |                                 |
| Phone<br>775-852-9701                          | Nevada Contractor License #<br>52001A        | Limit of License<br>\$800,000   |
| Description of work Paving                     |  |                                 |
| Name of Subcontractor<br>Creekside Electrical  | Address 6290 Salk Road Carson City, NV 89706 |                                 |
| Phone<br>775-841-5558                          | Nevada Contractor License #<br>50401         | Limit of License<br>\$1,200,000 |
| Description of work Electrical                 |  |                                 |
| 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. 37 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<br><i>CREEPSIDE ELECTRICAL</i> |   | Address<br><i>6290 SALK ROAD CARSON CITY NV 89706</i> |  |
| Phone<br><i>775 841-5558</i>                         | Nevada Contractor License #<br><i>50401</i> | Limit of License<br><i>1,200,000<sup>00</sup></i>     |  |
| Description of work<br><i>ELECTRICAL</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                                  |   |   |  |
| Name of Subcontractor                                |   | Address   |  |
| Phone  | Nevada Contractor License #                 | Limit of License                                      |  |
| Description of work                                  |   |   |  |

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 38 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<br><i>PENHALL COMPANY</i>           |   | Address<br><i>550 PARR BLVD RENO NV 89512</i>                        |  |
| Phone<br><i>775 <del>786</del> 786-8498</i>               | Nevada Contractor License #<br><i>37553</i>   | Limit of License<br><i>10,000,000<sup>00</sup></i>                   |  |
| Description of work<br><i>CONCRETE SAWCUT AND REMOVAL</i> |   |  |  |
| Name of Subcontractor<br><i>TIN JOHNS</i>                 |   | Address<br><i>216 LEMMON DR #201 RENO NV 89506</i>                   |  |
| Phone<br><i>775 544-0772</i>                              | Nevada Contractor License #<br><i>69037</i>   | Limit of License<br><i>200,000<sup>00</sup></i>                      |  |
| Description of work<br><i>PAINTINGS AND COATINGS</i>      |   |  |  |
| Name of Subcontractor<br><i>TAP MASTER</i>                |   | Address<br><i>1647 WILLOW PASS RD #136</i>                           |  |
| Phone<br><i>(925) 439-7975</i>                            | Nevada Contractor License #<br><i>0056402</i> | Limit of License<br><i>150,000<sup>00</sup></i>                      |  |
| Description of work<br><i>HOT TAP WATER LINE</i>          |   |  |  |
| Name of Subcontractor<br><i>LOVET LANDSCAPING</i>         |   | Address<br><i>7705 SECURITY CIRCLE RENO NV 89506</i>                 |  |
| Phone<br><i>775 972-1201</i>                              | Nevada Contractor License #<br><i>48006 A</i> | Limit of License<br><i>850,000<sup>00</sup></i>                      |  |
| Description of work<br><i>LANDSCAPING</i>                 |   |  |  |
| Name of Subcontractor<br><i>THOLL FENCE</i>               |   | Address<br><i>800 GLENDALE AVE <del>SPARKS</del> SPARKS NV 89432</i> |  |
| Phone<br><i>775 358-8680</i>                              | Nevada Contractor License #<br><i>5493 A</i>  | Limit of License<br><i>UNLIMITED</i>                                 |  |
| Description of work<br><i>FENCE AND GATES</i>             |   |  |  |



# BID PROPOSAL

## SUBCONTRACTORS

**BP. 38 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<br><i>PETERSEN MASONRY</i>       |  | Address<br><i>P.O. BOX 1704 SPARKS NV 89431</i>    |  |
| Phone<br><i>775 331-8334</i>                           | Nevada Contractor License #<br><i>0016398B</i> | Limit of License<br><i>4,000,000<sup>00</sup></i>  |  |
| Description of work<br><i>BLOCK FILL-IN</i>            |  |  |  |
| Name of Subcontractor<br><i>ADVANCED INSTALLATIONS</i> |  | Address<br><i>1914 HUNGER AVE SPARKS NV 89431</i>  |  |
| Phone<br><i>(775)354-1468</i>                          | Nevada Contractor License #<br><i>027501</i>   | Limit of License<br><i>10,000,000<sup>02</sup></i> |  |
| Description of work<br><i>ASBESTOS ROOF REMOVAL</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

## FEDERAL AID PROJECT

### CARSON CITY BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or \$50,000, which ever is greater)

CONTRACT NO. \_\_\_\_\_ CONTRACTOR RDC, Inc. dba Resource Development Company

PROJECT NO. (S) 4.6201 & 4.0703 ADDRESS 1475 Linda Way


Sparks, Nevada 89431

BID AMOUNT \$ 927,900.

This information must be submitted by the three lowest bidders within two (2) hours after 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 (2) hours.

| NAME OF SUBCONTRACTOR | CONTACT ITEM NO(S) | DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED | NEVADA LICENSE |     |
|-----------------------|--------------------|---|----------------|-----|
|                       |                    |   | NO             | YES |
| Creekside Electrical  | 775-841-5558       | Electrical  |                | X   |
|                       |                    |   |                |     |
|                       |                    |   |                |     |
|                       |                    |   |                |     |
|                       |                    |   |                |     |
|                       |                    |   |                |     |
|                       |                    |   |                |     |

NOTE: Subscription 108.01 of the Standard Specification and these Special Provision apply to Subletting of any portion of the contract.

 R. Douglas Allen  
CONTRACTOR'S SIGNATURE

1/14/2009  
DATE

TELEPHONE NO. ( ) 775-356-8004

# BID PROPOSAL

## FEDERAL AID PROJECT CARSON CITY BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or \$50,000, which ever is greater)

CONTRACT NO. \_\_\_\_\_ CONTRACTOR RDC, Inc. dba Resource Development Company

PROJECT NO. (S) 4.6201 & 4.0703 ADDRESS 1475 Linda Way


Sparks, Nevada 89431

BID AMOUNT \$ \_\_\_\_\_

This information must be submitted by the three lowest bidders within two (2) hours after 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 (2) hours.

| NAME OF SUBCONTRACTOR | CONTACT ITEM NO(S). | DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED | NEVADA LICENSE |     |
|-----------------------|---------------------|---|----------------|-----|
|                       |                     |   | NO             | YES |
|                       |                     |   |                |     |
|                       |                     |   |                |     |
|                       |                     |   |                |     |
|                       |                     |   |                |     |
|                       |                     |   |                |     |
|                       |                     |   |                |     |
|                       |                     |   |                |     |

NOTE: Subscription 108.01 of the Standard Specification and these Special Provision apply to Subletting of any portion of the contract.

  
CONTRACTOR'S SIGNATURE R. Douglas Allen 1/14/2010  
DATE

TELEPHONE NO. ( ) 775-356-8004

# BID PROPOSAL

## FEDERAL AID PROJECT CARSON CITY BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (5) percent of bid amount)

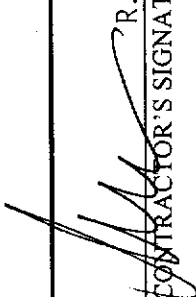
CONTRACT NO. \_\_\_\_\_  
 PROJECT NO. (S). 4.6201 & 4.0703  
 CONTRACTOR RDC, Inc. dba Resource Development Company  
 ADDRESS 1475 Linda Way  
Sparks, Nevada 89431

BID AMOUNT \$ 927,900.00

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.

| NAME OF SUBCONTRACTOR | CONTACT ITEM NO(S) | DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED | NEVADA LICENSE |     |
|-----------------------|--------------------|---|----------------|-----|
|                       |                    |   | NO             | YES |
| Apex Grading & Paving | 775-852-9701       | Paving  |                | X   |
| Creekside Electrical  | 775-841-5558       | Electrical  |                | X   |
|                       |                    |   |                |     |
|                       |                    |   |                |     |
|                       |                    |   |                |     |
|                       |                    |   |                |     |

NOTE: Subscription 108.01 of the Standard Specification and these Special Provision apply to Subletting of any portion of the contract.

  
 CONTRACTOR'S SIGNATURE  
 R. Douglas Allen 1/14/2010  
 DATE

TELEPHONE NO. ( ) 775-356-8004

# BID PROPOSAL

## BP. 39 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
 ) SS  
COUNTY OF Washoe )

I R. Douglas Allen (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 "Project A-Production Well 4 Remodel and Piping Modifications and Project B-Production Well 24 Phase II Upgrades", contract number 0910-127, 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:** R. Douglas Allen

**TITLE:** Vice President

**FIRM:** RDC, Inc. dba Resource Development Company

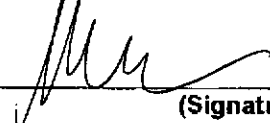
**Address:** 1475 Linda Way

**City, State, Zip:** Sparks, Nevada 89431

**Telephone:** 775-356-8004

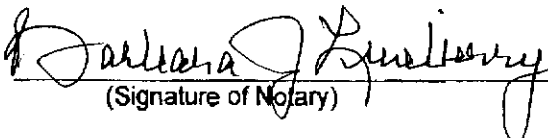
**Fax:** 775-356-0610

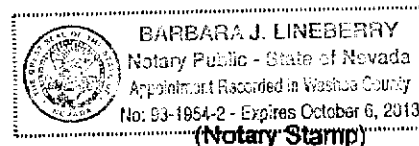
**E-mail Address:** doug@rdc-nevada.com

  
\_\_\_\_\_  
(Signature of Bidder)

**DATED:** January 8, 2010

Signed and sworn (or affirmed) before me on this 8th day of January, 2010, by  
R. Douglas Allen

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



END OF BID PROPOSAL