

Item # 18A

**City of Carson City
Agenda Report**

Date Submitted: April 27, 2010

Agenda Date Requested: May 6, 2010

Time Requested: 5 Minutes

Labor Commissioner PWP # CC-2010-236

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Campbell Construction Company, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0910-181 Carson City Municipal Well 50 and 24 Inch Water Line Construction to Campbell Construction Company, Inc. for a bid amount of \$805,800.00 plus a contingency amount not to exceed \$80,600.00 to be funded from the Well 50 Water Line Account as provided in FY 2009/2010. (*Sandy Scott-Fisher*)

Staff Summary: Carson City received sealed bids for all labor, material, tools, and equipment necessary to install the required mechanical components to extract water from a new municipal well and the installation of approximately 1,700 feet of new 24" PVC water line. Project includes all earthwork, plumbing, concrete, asphalt, electrical conduits and concrete pads for the complete installation of a new, underground, prefabricated pump control equipment vault, above ground prefabricated chlorination system and above ground prefabricated electrical control cabinet. Project also includes the installation of a City provided submersible pump (all column pipe and electrical wire by contractor).

Well shall be ready for start up by August 15, 2010.

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 Campbell Construction Company, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0910-181 Carson City Municipal Well 50 and 24 Inch Water Line Construction to Campbell Construction Company, Inc. for a bid amount of \$805,800.00 plus a contingency amount not to exceed \$80,600.00 to be funded from the Well 50 Water Line Account as provided in FY 2009/2010. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: The *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on March 26, 2010. Bids were opened at approximately 10:10 a.m.

on April 21, 2010 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Don Turley, RDC, Inc.; Doug Elder, Q&D Construction; Dan Johnson, Gerhardt and Berry; Mark Byars, A & K Earth Movers; Kelly Dodge, Campbell Construction; Scott Ayers, Ferguson Water Works; Kim Anderson, Spiess Construction; Brett Warne, F & P Construction; Mark Brethauer, Carson City Public Works, Kim Belt, Carson City Public Works; and Sandy Scott-Fisher, Carson City Purchasing and Contracts.

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

Name of Bidder	Total Award Amount
Campbell Construction Company, Inc.	\$805,800.00
Q & D Construction, Inc.	\$833,635.00
Resource Development Company	\$837,329.00
A & K Earth Movers, Inc.	\$846,260.00
F and P Construction, Inc.	\$850,253.50
Z7 Development	\$910,700.00
Gerhardt and Berry Construction, Inc.	\$935,789.25
Spiess Construction Company, Inc.	\$939,625.00

Staff recommends award to Campbell Construction Company, Inc. as the lowest 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: \$900,000.00

Project Budget: \$900,000.00

Fiscal Impact: Not to exceed \$886,400.00

Explanation of Impact: If approved the below referenced account could be decreased by \$886,400.00.

Funding Source: 520-3505-435-7884 Well 50 Water Line Account 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. 0910-181, and Bid Response from Campbell Construction Company, Inc.

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Coordinator

Reviewed By: _____ Date: _____
(Public Works) _____ Date: 4/27/10
(City Manager) _____ Date: 4-27-10
(District Attorney) _____ Date: 4/27/10
(Finance Director) _____

Board Action Taken:

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

(Vote Recorded By)

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

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

Notice to Contractors Bid# 0910-181 Carson City Municipal Well 50 and 24" Water Line Construction

Date and Time of Bid Opening: April 21, 2010 @ 10:00 am

Description		Bidder # 1		Bidder # 2		Bidder # 3		
		Campbell Construction Co., Inc.	Q & D Construction, Inc.	Resource Development Co				
BONDING Provided, \$, %, or no		Yes	Yes	Yes				
PREFERENTIAL Bidder Status		Yes	Yes	Yes				
BIDDER acknowledges receipt addendums		3	3	3				
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price
Schedule A: Well Equipping and Water Line Work								
1 Mobilization/Demobilization and Cleanup (1.5.10.1)	1	LS	\$39,000.00	\$39,000.00	\$77,000.00	\$77,000.00	\$28,000.00	\$28,000.00
2 Clearing and Grubbing (1.5.10.2)	1	EA	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$4,700.00	\$4,700.00
3 Pot-Holing and Layout Prior to Commencement of Work (1.5.10.3)	5	EA	\$250.00	\$1,250.00	\$430.00	\$2,150.00	\$760.00	\$3,800.00
4 New 6" PVC Water Main (1.5.10.4)	150	LF	\$94.00	\$14,100.00	\$95.00	\$14,250.00	\$80.00	\$12,000.00
5 New 12" Water Main (1.5.10.5)	285	LF	\$163.00	\$46,455.00	\$110.00	\$31,350.00	\$215.00	\$61,275.00
6 New 24" PVC Water Main and Access Road (1.5.10.6)	1650	LF	\$162.00	\$267,300.00	\$170.00	\$280,500.00	\$182.00	\$300,300.00
7 New Submersible Pump and Motor, Pitless Adapter and Column Pipe (1.5.10.7)	1	LS	\$73,000.00	\$73,000.00	\$69,485.00	\$69,485.00	\$53,000.00	\$53,000.00
8 Below Grade Pre-Fabricated Steel Well Equipment and Meter Vault, Above Grade Prefabricated Electrical Enclosure and Electrical Site Work and Above Grade Prefabricated Chlorination Enclosure (1.5.10.8)	1	LS	\$259,000.00	\$259,000.00	\$287,000.00	\$287,000.00	\$294,915.00	\$294,915.00
9 New 4" PVC Electrical Conduit (1.5.10.9)	285	LF	\$46.00	\$13,110.00	\$29.00	\$8,265.00	\$26.00	\$7,410.00
10 Traffic Control (1.5.10.10)	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
Sub-total of Schedule A:			\$730,215.00	\$730,215.00	\$778,000.00	\$778,000.00	\$766,900.00	\$766,900.00
Additive Alternates								
11 New 12" C900, DR 18 150 PSI Fusible PVC Water Main (1.5.11.1)	285	LF	\$187.00	\$53,295.00	\$130.00	\$37,050.00	\$205.00	\$58,425.00
12 New 4" Fusible PVC Electrical Conduit (1.5.11.2)	285	LF	\$78.00	\$22,230.00	\$65.00	\$18,525.00	\$42.00	\$11,970.00

13	Stabilize Subgrade under 12" and 6" Pipe (1.5.11.3)	1	LF	\$25.00	\$25.00	\$25.00	\$17.00	\$17.00
14	Stabilize Subgrade Under 24" Pipe (1.5.11.4)	1	LF	\$35.00	\$35.00	\$35.00	\$17.00	\$17.00
Sub-total of Schedule B:				\$75,585.00	\$75,585.00	\$55,635.00	\$70,429.00	\$70,429.00
Sub-total of Schedule A:				\$730,215.00	\$778,000.00	\$766,900.00		
Sub-total of Schedule B:				\$75,585.00	\$55,635.00	\$70,429.00		
Total Bid Price				\$805,800.00	\$833,635.00	\$837,329.00		
Total Bid Price written in words? y/n				Yes	Yes	Yes	Yes	Yes
Bidder Information provided? y/n				Yes	Yes	Yes	Yes	Yes
Sub Contractors listed? y/n or none				Yes	Yes	Yes	Yes	Yes
Bid Document executed? y/n				Yes	Yes	Yes	Yes	Yes
END OF DOCUMENT								

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

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

Notice to Contractors Bid# 0910-181 Carson City Municipal Well 50 and 24" Water Line Construction

Date and Time of Bid Opening: April 21, 2010 @ 10:00 am

Description		Bidder # 4		Bidder # 5		Bidder # 6			
		A & K Earth Movers, Inc.		F and P Construction, Inc		Z7 Development			
BONDING Provided, \$, %, or no		Yes		Yes		Yes			
PREFERENTIAL Bidder Status		Yes		Yes		Yes			
BIDDER acknowledges receipt addendums		3		3		3			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price	
Schedule A: Well Equipping and Water Line Work									
1	Mobilization/Demobilization and Cleanup (1.5.10.1)	1	LS	\$10,000.00	\$10,000.00	\$33,835.00	\$33,835.00	\$50,000.00	\$50,000.00
2	Clearing and Grubbing (1.5.10.2)	1	EA	\$1,900.00	\$1,900.00	\$1,620.00	\$1,620.00	\$10,000.00	\$10,000.00
3	Pot-Holing and Layout Prior to Commencement of Work (1.5.10.3)	5	EA	\$500.00	\$2,500.00	\$980.00	\$4,900.00	\$1,000.00	\$5,000.00
4	New 6" PVC Water Main (1.5.10.4)	150	LF	\$110.00	\$16,500.00	\$70.00	\$10,500.00	\$60.00	\$9,000.00
5	New 12" Water Main (1.5.10.5)	285	LF	\$200.00	\$57,000.00	\$155.00	\$44,175.00	\$200.00	\$57,000.00
6	New 24" PVC Water Main and Access Road (1.5.10.6)	1650	LF	\$160.00	\$264,000.00	\$164.00	\$270,600.00	\$200.00	\$330,000.00
7	New Submersible Pump and Motor, Pitless Adapter and Column Pipe (1.5.10.7)	1	LS	\$50,500.00	\$50,500.00	\$71,945.00	\$71,945.00	\$54,000.00	\$54,000.00
8	Below Grade Pre-Fabricated Steel Well Equipment and Meter Vault, Above Grade Prefabricated Electrical Enclosure and Electrical Site Work and Above Grade Prefabricated Chlorination Enclosure (1.5.10.8)	1	LS	\$370,000.00	\$370,000.00	\$329,075.00	\$329,075.00	\$300,000.00	\$300,000.00
9	New 4" PVC Electrical Conduit (1.5.10.9)	285	LF	\$60.00	\$17,100.00	\$25.00	\$7,125.00	\$20.00	\$5,700.00
10	Traffic Control (1.5.10.10)	1	LS	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$25,000.00	\$25,000.00
Sub-total of Schedule A:				\$792,000.00		\$775,275.00		\$845,700.00	
Additive Alternates									
11	New 12" C900, DR 18 150 PSI Fusible PVC Water Main (1.5.11.1)	285	LF	\$140.00	\$39,900.00	\$202.00	\$57,570.00	\$190.00	\$54,150.00
12	New 4" Fusible PVC Electrical Conduit (1.5.11.2)	285	LF	\$50.00	\$14,250.00	\$61.00	\$17,385.00	\$38.00	\$10,830.00

13	Stabilize Subgrade under 12" and 6" Pipe (1.5.11.3)	1	LF	\$50.00	\$50.00	\$8.50	\$10.00
14	Stabilize Subgrade Under 24" Pipe (1.5.11.4)	1	LF	\$60.00	\$60.00	\$15.00	\$10.00
Sub-total of Schedule B:				\$54,260.00	\$74,978.50	\$65,000.00	
Sub-total of Schedule A:				\$792,000.00	\$775,275.00	\$845,700.00	
Sub-total of Schedule B:				\$54,260.00	\$74,978.50	\$65,000.00	
Total Bid Price				\$846,260.00	\$850,253.50	\$910,700.00	
Total Bid Price written in words? y/n				Yes	Yes	Yes	Yes
Bidder Information provided? y/n				Yes	Yes	Yes	Yes
Sub Contractors listed? y/n or none				Yes	Yes	Yes	Yes
Bid Document executed? y/n				Yes	Yes	Yes	Yes
END OF DOCUMENT							

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

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**Notice to Contractors Bid# 0910-181 Carson City Municipal Well 50 and 24" Water
Line Construction**

Date and Time of Bid Opening: April 21, 2010 @ 10:00 am

Description		Bidder # 4	Bidder # 5				
		Gerhardt and Berry Construction, Inc.	Spieess Construction Co., Inc.				
BONDING Provided, \$, %, or no		Yes	Yes				
PREFERENTIAL Bidder Status		Yes	Yes				
BIDDER acknowledges receipt addendums		3	3				
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	
Schedule A: Well Equipping and Water Line Work							
1	Mobilization/Demobilization and Cleanup (1.5.10.1)	1	LS	\$60,000.00	\$60,000.00	\$37,000.00	\$37,000.00
2	Cleaning and Grubbing (1.5.10.2)	1	EA	\$41,800.00	\$41,800.00	\$37,000.00	\$37,000.00
3	Plot-Holing and Layout Prior to Commencement of Work (1.5.10.3)	5	EA	\$590.00	\$2,950.00	\$700.00	\$3,500.00
4	New 6" PVC Water Main (1.5.10.4)	150	LF	\$87.00	\$13,050.00	\$55.00	\$8,250.00
5	New 12" Water Main (1.5.10.5)	285	LF	\$188.00	\$53,580.00	\$215.00	\$61,275.00
6	New 24" PVC Water Main and Access Road (1.5.10.6)	1650	LF	\$173.00	\$285,450.00	\$170.00	\$280,500.00
7	New Submersible Pump and Motor, Pitless Adapter and Column Pipe (1.5.10.7)	1	LS	\$55,900.00	\$55,900.00	\$56,500.00	\$56,500.00
8	Below Grade Pre-Fabricated Steel Well Equipment and Meter Vault, Above Grade Prefabricated Electrical Enclosure and Electrical Site Work and Above Grade Prefabricated Chlorination Enclosure (1.5.10.8)	1	LS	\$327,375.00	\$327,375.00	\$340,000.00	\$340,000.00
9	New 4", PVC Electrical Conduit (1.5.10.9)	285	LF	\$31.25	\$8,906.25	\$100.00	\$28,500.00
10	Traffic Control (1.5.10.10)	1	LS	\$1,935.00	\$1,935.00	\$8,500.00	\$8,500.00
Sub-total of Schedule A:				\$850,946.25		\$861,025.00	
Additive Alternates							
11	New 12" C900, DR 18 150 PSI Fusible PVC Water Main (1.5.11.1)	285	LF	\$250.00	\$71,250.00	\$200.00	\$57,000.00

12	New 4" Fusible PVC Electrical Conduit (1.5.11.2)	285	LF	\$47.00	\$13,395.00	\$75.00	\$21,375.00
13	Stabilize Subgrade under 12" and 6" Pipe (1.5.11.3)	1	LF	\$98.00	\$98.00	\$100.00	\$100.00
14	Stabilize Subgrade Under 24" Pipe (1.5.11.4)	1	LF	\$100.00	\$100.00	\$125.00	\$125.00
Sub-total of Schedule B:				\$84,843.00		\$78,600.00	
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Sub-total of Schedule A:				\$850,946.25		\$861,025.00	
Sub-total of Schedule B:				\$84,843.00		\$78,600.00	
Total Bid Price				\$935,789.25		\$939,625.00	
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Total Bid Price written in words? y/n				Yes		Yes	
Bidder Information provided? y/n				Yes		Yes	
Sub Contractors listed? y/n or none				Yes		Yes	
Bid Document executed? y/n				Yes		Yes	
END OF DOCUMENT							

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No 0910-181
Carson City Municipal Well 50 and 24 Inch Water Line Construction

THIS **CONTRACT** made and entered into this 6th day of May, 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 Campbell Construction Company, Inc., hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 0910-181**, titled "**Carson City Municipal Well 50 and 24 Inch Water Line Construction**" 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.

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No 0910-181
Carson City Municipal Well 50 and 24 Inch Water Line Construction

Notice to CONTRACTOR shall be addressed to:

Todd Shaw, Vice President
Campbell Construction Company, Inc.
36 Glenn Carren Circle
Sparks, Nevada 89431
775-677-9111/FAX 775-677-9191
todd@campbellcci.com

Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
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 Eight Hundred Five Thousand, Eight Hundred Dollars and No Cents (\$805,800.00).

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No 0910-181
Carson City Municipal Well 50 and 24 Inch Water Line Construction

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

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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No 0910-181
Carson City Municipal Well 50 and 24 Inch Water Line Construction

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 under the section Notice, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

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;

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. 0910-181 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

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

FAIR EMPLOYMENT PRACTICES

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

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

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

PREFERENTIAL EMPLOYMENT

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

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

ALTERNATIVE DISPUTE RESOLUTION

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

LIMITED LIABILITY

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

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FORCE MAJEURE

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

INDEMNIFICATION

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

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

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

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

After the indemnifying party has begun to provide legal defense for the indemnified party, the indemnifying party shall not be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

INDEPENDENT CONTRACTOR

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

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

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

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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.

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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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:

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

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

PROPER AUTHORITY

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

GOVERNING LAW: JURISDICTION

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principal of conflict-of-law that would 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
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AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

Finance Director
Attn: Sandy Scott-Fisher, Purchasing and
Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

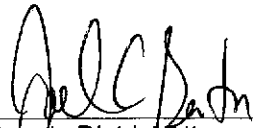
By: 
Sandy Scott-Fisher

Dated 4-27-10

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 4-27-10

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

By: 

Dated 4/27/10

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Todd Shaw 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: Todd Shaw
TITLE: Vice President
FIRM: Campbell Construction Company, Inc.
CARSON CITY BUSINESS LICENSE #: 10-00022676
NEVADA CONTRACTOR'S LICENSE #: 47204
Address: 36 Glen Carran Circle
City: Sparks State: Nevada Zip Code: 89431
Telephone: 775-677-9111 / Fax: 775-677-9191
E-mail Address: todd@campbellcci.com



(Signature of Contractor)

DATED 4/23/10

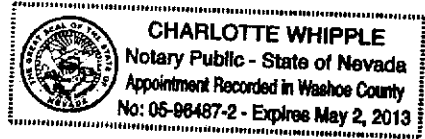
STATE OF Nevada)
County of Washoe) ss

Signed and sworn (or affirmed before me on this 23rd day of April, 2010, by
Todd Shaw



(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No 0910-181
Carson City Municipal Well 50 and 24 Inch Water Line Construction

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 6, 2010 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 0910-181** and titled "**Carson City Municipal Well 50 and 24 Inch Water Line Construction**". 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 6th day of May, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 6th day of May, 2010.

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Campbell Construction Co., Inc
 as Principal, hereinafter called Contractor, and Travelers Casualty & Surety Company of America
 a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and
 firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the
 sum of \$ ***5%*** Dollars

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

WHEREAS, the Principal has submitted a bid, identified as **BID # 0910-181** and titled "Carson City Production Well #50
 and 24 Inch Water Line Construction".

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.

Executed on this 7th day of April 2010

Signature of Principal: [Signature]

Title: Vice President

Firm: Campbell Construction Co., Inc

Address: 36 Glen Carran Circle

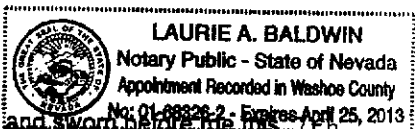
City/State/Zip Code: Sparks, NV 89431

Written Name of Principal: Todd Shaw

ATTEST NAME Laurie A Baldwin

Signature of Notary: [Signature]

(Seal)



Subscribed and sworn before me this 7th day of April 2010
 (printed name of notary) Notary Public for the State of Nevada

Claims Under this Bond May be Addressed to:	
Name of Surety <u>Travelers Casualty & Surety Company of America</u>	
Address <u>11070 White Rock Road, #130</u>	
City <u>Rancho Cordova</u>	
State/Zip Code <u>CA 95670</u>	
Name <u>Lori Jones</u>	
Title <u>Attorney-In-Fact</u>	
Phone <u>(775) 827-1555</u>	
Surety's Acknowledgement <u>Lori Jones</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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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. 221768

Certificate No. 003312269

KNOW ALL MEN BY THESE PRESENTS: 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

Teri L. Wood, Michael Talbott, Nicholas D. E. Rossi, and Lori Jones

of the City of Reno, State of Nevada, 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 28th day of October, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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.

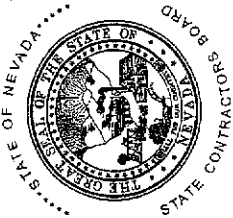
By: [Signature]
George W. Thompson, Senior Vice President

On this the 28th day of October, 2009, 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., 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



NEVADA STATE CONTRACTORS BOARD

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

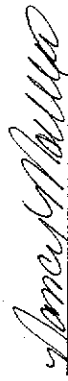
CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-06-12-26-0301

CAMPBELL CONSTRUCTION CO., INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 47204 ORIGINAL ISSUE DATE: 07/24/1998 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON AUGUST 1, 2009 AND EXPIRES ON JULY 31, 2010, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 8/29/2009
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID PROPOSAL

BID # 0910-181

BID TITLE: Carson City Production Well #50 and 24 Inch Water Line Construction

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 3 Addendums.

SUMMARY

SUMMARY					
Schedule A: Well Equipping and Water Line Work					
BP.1)	Mobilization/demobilization and Cleanup. (1.5.10.1)	1	LS	39,000 ⁰⁰	39,000 ⁰⁰
BP.2)	Clearing and Grubbing. (1.5.10.2)	1	EA	15,000 ⁰⁰	15,000 ⁰⁰
BP.3)	Pot-holing and Layout Prior to Commencement of Work. (1.5.10.3)	5	EA	250 ⁰⁰	1,250 ⁰⁰
BP.4)	New 6" PVC Water Main. (1.5.10.4)	150	LF	94 ⁰⁰	14,100 ⁰⁰
BP.5)	New 12" Water Main. (1.5.10.5)	285	LF	163 ⁰⁰	46,455 ⁰⁰
BP.6)	New 24" PVC Water Main and Access Road. (1.5.10.6)	1650	LF	162 ⁰⁰	267,300 ⁰⁰
BP.7)	New submersible pump and motor, pitless adaptor and column pipe. (1.5.10.7)	1	LS	73,000 ⁰⁰	73,000 ⁰⁰
BP.8)	Below Grade Pre-Fabricated Steel Well Equipment & Meter Vault, Above Grade Prefabricated Electrical Enclosure & electrical site work and Above Grade Prefabricated Chlorination Enclosure (1.5.10.8)	1	LS	259,000 ⁰⁰	259,000 ⁰⁰
BP.9)	New 4", PVC Electrical Conduit. (1.5.10.9)	285	LF	46 ⁰⁰	13,110 ⁰⁰
BP.10)	Traffic Control. (1.5.10.10)	1	LS	2,000 ⁰⁰	2,000 ⁰⁰
Schedule A: Total					730,215 ⁰⁰
Additive Alternates					
A1	New 12" C900, DR 18 150 PSI Fusible PVC Water Main. (1.5.11.1)	285	LF	187 ⁰⁰	53,295 ⁰⁰
A2	New 4", Fusible PVC Electrical Conduit. (1.5.11.2)	285	LF	78 ⁰⁰	22,230 ⁰⁰
A3	Stabilize Subgrade under 12" and 6" Pipe. (1.5.11.3)	1	LF	25 ⁰⁰	25 ⁰⁰
A4	Stabilize Subgrade Under 24" Pipe. (1.5.11.4)	1	LF	35 ⁰⁰	35 ⁰⁰
Sub-Total Additive/Alternates:					75,585 ⁰⁰

BP. 11 Bid may be awarded based on the Base Bid only, or ANY COMBINATION OF Base Bid plus any combination of Additive Alternates.

Example: Base Bid + A1, Base Bid + A2, Base Bid + A3, Base Bid + A1 + A2 + A4, etc.

Carson City reserves the option to award either BP.5 OR A1 and also reserves the option to award either BP.9 OR A2.

BP.12 Total Schedule A Bid Price Written in Words:

Seven Hundred thirty thousand, two Hundred fifteen dollars and no cents.

BID PROPOSAL

BP.17 BIDDER INFORMATION:

Company Name:	Campbell Construction Co., Inc.
Federal ID No.:	88-0385575
Mailing Address:	36 Glen Carran Circle
City, State, Zip Code:	Sparks, NV 89431
Complete Telephone Number:	775-677-9111
Complete Fax Number:	775-677-9191
Fax Number including area code:	
E-mail:	todd@campbellcci.com
Contact Person / Title:	Todd Shaw Vice President
Mailing Address:	36 Glen Carran Circle
City, State, Zip Code:	Sparks NV 89431
Complete Telephone Number:	775-677-9111
Complete Fax Number:	775-677-9191
E-mail Address:	todd@campbellcci.com

BP.18 LICENSING INFORMATION:

Nevada State Contractor's License Number:	47204
License Classification(s):	A - General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	7/24/98
Date of Expiration:	7/31/10
Name of Licensee:	Campbell Construction Co., Inc.
Carson City Business License Number:	10-00022676
Date Issued:	12/16/09
Date of Expiration:	12/31/10
Name of Licensee:	Campbell Construction Co., Inc.

BID PROPOSAL

BP.19 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:	12/29/97
Name of Corporation:	Campbell Construction Co., Inc
Mailing Address:	316 Glen Canyon Cir.
City, State, Zip Code:	Sparks NV 89431
Telephone Number:	775-677-9111
President's Name:	Archie Shaw
Vice-President's Name:	Todd Shaw
Other 1) Name:	
Title:	
Other 2) Name:	
Title:	

BID PROPOSAL

BP.20 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions		Years With Firm
Name 1)	Todd Shaw	12
Title 1)	Vice Pres.	
Name 2)	Archie Shaw	12
Title 2)	Pres.	
Name 3)	Ray Warner	2
Title 3)	Estimator / Project Manager	
Name 4)		
Title 4)		
Name 5)		
Title 5)		
Name 6)		
Title 6)		

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

BID PROPOSAL

BP.21 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)

Company Name 1):	City of Yerington
Contract Person:	Roy McDonald
Mailing Address:	102 S. Main St.
City, State, Zip Code:	Yerington NV 89447
Complete Telephone Number:	775-463-3511
E-Mail Address:	puddirector@yerington.net
Project Title:	Yerington Water & Sewer Improvement
Amount of Contract:	\$2,223,207
Scope of Work:	Pipelines; storage tank, meters
Company Name 2):	Lyon County Utilities Dept.
Contract Person:	Mike Workman
Mailing Address:	34 Lakes Bl.
City, State, Zip Code:	Dayton NV 89403
Complete Telephone Number:	775-246-6220
E-Mail Address:	mworkman@lyon-county.org
Project Title:	Crystal Clear Water System
Amount of Contract:	3,432,309
Scope of Work:	Pipelines, storage tank, meters
Company Name 3):	Canyon General Improvement District
Contract Person:	Connie Lea Butts
Mailing Address:	800 Peri Ranch Rd #103
City, State, Zip Code:	Sparks NV 89434
Complete Telephone Number:	775-342-2850
E-Mail Address:	canyongida@att.net

BID PROPOSAL

Project Title:	Canyon GID Sewer Improvement
Amount of Contract	\$1,559,712
Scope of Work:	Pipelines, treatment plant
Company Name 4):	
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. 22

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

Todd Shaw
Printed Name

Vice Pres
Title

4/20/10
Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2008	.77	5.63
2007	.77	5.63

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.23 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 Aqua Drilling	Address 675 Edison Way Reno NV 89502	
Phone 775-857-3337	Nevada Contractor License # 15291	Limit of License \$ 450,000
Description of work Pump setting		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.24 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.25 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL


BP.26 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
 COUNTY OF Washoe)

I Todd Shaw (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 "Production Well 41 Drilling, Construction and Testing Project", contract number 0910-143, 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:

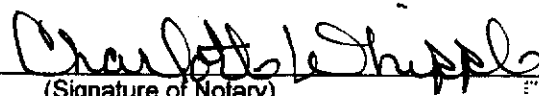
PRINTED NAME OF BIDDER: Todd Shaw
 TITLE: Vice President
 FIRM: Campbell Construction Co, Inc.
 Address: 36 Glen Carran Circle
 City, State, Zip: Sparks NV 89431
 Telephone: 775-677-9111
 Fax: 775-677-9191
 E-mail Address: todd@campbellci.com




 (Signature of Bidder)

DATED: 4/20/10

Signed and sworn (or affirmed) before me on this 20th day of April, 2010, by Todd Shaw



 (Signature of Notary)


 CHARLOTTE WHIPPLE
 Notary Public - State of Nevada
 Appointment Recorded in Washoe County
 No: 05-96487-2 - Expires May 2, 2013

(Notary Stamp)



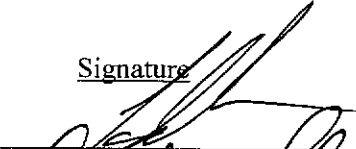
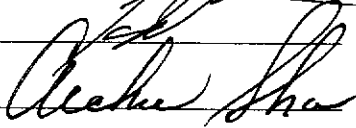
36 Glen Carran Circle, Sparks, NV. 89431
Office: 775-677-9111 Fax: 775-677-9191
Nevada Contractors License # 47204 California License # 794570

AUTHORIZATION TO SIGN

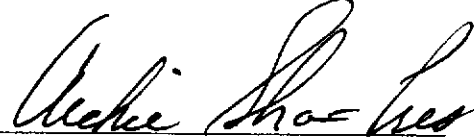
Campbell Construction Company Inc., A Nevada Corporation
Nevada Contractor's License #47204
California Contractor's License #794570

Todd Shaw, is authorized to bid and to enter into Contracts for Campbell Construction Company, Inc.

Principal Officers:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Todd Shaw	Vice President/Secretary	
Archie Shaw	President	

I, Archie Shaw, certify that the above list includes all officers, Owners and financial partners of Campbell Construction Company Inc. to the best of my knowledge.


Signature and Title of Officer