

Item # 19A

**City of Carson City
Agenda Report**

Date Submitted: July 27, 2010

Agenda Date Requested: August 5, 2010

Time Requested: Five Minutes

Labor Commissioner PWP # CC-2010-378

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Sierra Nevada Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-051 to Sierra Nevada Construction, Inc. for a bid amount of \$1,237,007.00 plus a contingency amount not to exceed \$123,700.00 to be funded from the Prison Hill Storage Tank Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Staff Summary: Carson City received sealed bids for the Carson City Prison Hill Water Tank #2 Tank Construction Plans Project for all labor, materials, tools and equipment necessary to construct a new three (3) million gallon steel water tank and new 20" PVC water line. Project includes all earthwork, trenching, plumbing and piping, fencing, concrete, electrical conduits and panels, vaults and tank coatings for the complete installation of the new water tank. Project also includes the demolition and disposal of an existing three (3) million gallon concrete water tank.

Time of completion for this project is April 30, 2011.

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 Sierra Nevada Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-051 to Sierra Nevada Construction, Inc. for a bid amount of \$1,237,007.00 plus a contingency amount not to exceed \$123,700.00 to be funded from the Prison Hill Storage Tank Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on June 30, 2010.

The bids were opened at approximately 11:10 a.m. on July 16, 2010, at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Don Turley, Resource Development, Inc.; Darcy Wagner, Sierra Nevada Construction; Kris Sperling, Sierra Nevada

Construction, Inc.; Mark Brethauer, Public Works; Kim Belt, Public Works; and Sandy Scott, Purchasing and Contracts.

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

Name of Bidder	Total Award Amount
Sierra Nevada Construction	\$1,237,007.00
Resource Development Company	\$1,422,660.00
Paso Robles Tank, Inc.	\$1,454,000.00

A Notice of Protest received from Resource Development Company (RDC) July 21, 2010, stating; 1) it appears that the low bidder subcontracted more than Fifty (50) percent of the bid on bid items related to the water tank; and 2) the low bidder did not list an electrical contractor. The low bidder provided a cost breakdown for the bid items related to the water tank, it has been determined that the low bidder did not subcontract more than Fifty (50) percent of the bid. Item number two above is unfounded as the low bidder listed the electrical contractor on the two hour list.

Staff recommends award to Sierra Nevada Construction, Inc., as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338.

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

Engineers Estimate: \$2,000,000.00

Project Budget: \$3,000,000.00

Fiscal Impact: Not to exceed \$1,360,707.00

Explanation of Impact: If approved the below referenced account could be decreased by \$1,360,707.00.

Funding Source: Prison Hill Storage Tank 520-3505-435-7861 as provided in FY 2010/2011. Also, the Corps of Engineers is providing \$995,000.00 in grant funds for this project.

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: Contract No. 1011-051, Bid Tabulation, Bid Response from Sierra Nevada Construction, Inc., Notice of Protest from RDC, and two hour subcontractor list

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

Reviewed By: _____

(Public Works)

Date: _____

7-27-10

Date: _____

7/27/10

Date: _____

7/27/10

Date: _____

7/27/10

(City Manager)

(District Attorney)

(Finance Director)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

1011-051

Title: Prison Hill Water Tank #2 Tank Construction Plans

THIS **CONTRACT** made and entered into this 5th day of August, 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 Sierra Nevada Construction, 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. 1011-051**, titled "**Prison Hill Water Tank #2 Tank Construction Plans**" 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 or the Carson City Regional Transportation Commission.

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
1011-051**

Title: Prison Hill Water Tank #2 Tank Construction Plans

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

Notice to CONTRACTOR shall be addressed to:

Kevin L. Robertson, President
Sierra Nevada Construction, Inc
PO Box 50760
Sparks, NV 89435
775-355-0420/FAX 775-355-0535
krobertson@snc.biz

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@carson.org

COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of One Million, Two Hundred Thirty Seven Thousand, Seven Dollars and No Cents (\$1,237,007.00).

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.

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Termination for Nonappropriation:

The continuation of this Contract beyond June 30, 2011 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

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

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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 in 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;

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

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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. 1011-051 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

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 **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** 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 **CITY**. The person selected as mediator shall determine the rules governing the mediation.

LIMITED LIABILITY

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CITY 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 **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

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

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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 government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and license required or imposed by law or a court. 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

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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:

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).

DUN AND BRASTREET UNIVERSAL NUMBERING SYSTEM AND CENTRAL CONTRACT REGISTRATION

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CONTRACTOR is required to have a Dun and Bradstreet 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 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 requirements. 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.;

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

LOBBYING

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

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

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

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

PROPER AUTHORITY

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

GOVERNING LAW: JURISDICTION

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principal of conflict-of-law that would 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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-051**

Title: Prison Hill Water Tank #2 Tank Construction Plans

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
1011-051**

Title: Prison Hill Water Tank #2 Tank Construction Plans

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@carson.org

By: 
Sandy Scott-Fisher

Dated 7/27/10

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 7/27/10

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@carson.org

By: 
Andrew Burnham

Dated 7-27-10

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

1011-051

Title: Prison Hill Water Tank #2 Tank Construction Plans

Kevin L. Robertson deposes and says: That he is Contractor or authorized agent of Contractor; the he has read the foregoing Contractor; and that he understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Kevin L. Robertson

TITLE: President

FIRM: Sierra Nevada Construction Inc.

CARSON CITY BUSINESS LICENSE #: 10-00004425

NEVADA CONTRACTOR'S LICENSE #: 25565

Address: P.O. Box 50760

City: Sparks State: NV Zip Code: 89435

Telephone: 775-355-0420/Fax: 775-355-0535

E-mail Address: krobertson@snc.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 2010, by Kevin L. Robertson.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1011-051**

Title: Prison Hill Water Tank #2 Tank Construction Plans

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 5, 2010 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1011-051** and titled **"Prison Hill Water Tank #2 Tank Construction Plans"**. 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 5th day of August, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 5th day of August, 2010.

Bid Tabulation Report from Carson City Purchasing and Contracts **775-283-7137**

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

Notice to Contractors Bid# 1011-051 Prison Hill Water Tank #2 Tank Construction Plans

Date and Time of Opening: July 16, 2010 at 11:10 am

Description				Bidder # 1		Bidder # 2		Bidder # 3	
				Sierra Nevada Construction		Resource Development Co		Paso Robles Tank, Inc.	
BONDING Provided, \$, %, or no				5%		5%		10%	
PREFERENTIAL Bidder Status				Yes		Yes		Yes	
BIDDER acknowledges receipt addendums				1		1		1	
Description				Sched Value	Unit	Unit price	Total price	Unit price	Total Price
Schedule A: Prison Hill Water Tank #2 Site Work									
1	Mobilization Demobilization and Cleanup for New Tank (SC.6.7.1)			1	LS	\$5,000.00	\$5,000.00	\$9,600.00	\$20,000.00
2	New Tank Site Clearing, Grubbing and Disposal (SC.6.7.2)			1	LS	\$2,000.00	\$2,000.00	\$21,800.00	\$20,000.00
3	Pot-Holing and Layout Prior to Commencement of Work (SC.6.7.3)			2	EA	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00
4	New Tank Site Excavation, Grading and Re-Vegetation (SC.6.7.4)			1	LS	\$115,907.00	\$115,907.00	\$143,700.00	\$120,000.00
5	Type II Aggregate Base (SC.6.7.5)			1	LS	\$10,000.00	\$10,000.00	\$16,700.00	\$17,500.00
6	Fire Hydrant Assembly (SC.6.7.6)			1	EA	\$8,000.00	\$8,000.00	\$9,400.00	\$7,500.00
7	20" DR-25 PVC Water Supply Line (SC6.7.7)			310	LF	\$220.00	\$68,200.00	\$329.00	\$160.00
8	12" DR-18 PVC Water Supply Line (SC.6.7.8)			110	LF	\$90.00	\$9,900.00	\$157.00	\$125.00
9	Altitude Valve Vault and Equipment (SC.6.7.9)			1	LS	\$75,000.00	\$75,000.00	\$115,600.00	\$65,000.00
10	6-foot Chain Link Fence and Gates (SC.6.7.10)			1	LS	\$30,000.00	\$30,000.00	\$33,100.00	\$32,000.00
11	Rock Rip Rap (SC.6.7.11)			1	LS	\$8,000.00	\$8,000.00	\$18,200.00	\$12,500.00
12	Telemetry and Solar Panel Cabinets, Support Structure and all Electrical (SC.6.7.12)			1	LS	\$15,000.00	\$15,000.00	\$17,500.00	\$22,500.00
Sub-total of Schedule A:						\$349,007.00		\$505,860.00	
Schedule B: Prison Hill Water Tank #2 - Tank Construction								\$382,350.00	

13	Mobilization, Demobilization and Cleanup (SC.6.7.1)	1	LS	\$1,000.00	\$1,000.00	\$19,000.00	\$19,000.00	\$15,000.00	\$15,000.00
14	Water Tank Concrete Foundation (SC.6.7.13)	1	LS	\$60,000.00	\$60,000.00	\$45,500.00	\$45,500.00	\$80,000.00	\$80,000.00
15	Gravel Drain Rock for Tank Foundation (SC.6.7.14)	1	LS	\$10,000.00	\$10,000.00	\$25,100.00	\$25,100.00	\$16,000.00	\$16,000.00
16	3 Million Gallon Steel Water Tank (SC.6.7.15)	1	LS	\$532,000.00	\$532,000.00	\$587,500.00	\$587,500.00	\$730,650.00	\$730,650.00
17	Blast and Coat Tank Interior (SC.6.7.16)	1	LS	\$161,000.00	\$161,000.00	\$145,000.00	\$145,000.00	\$105,000.00	\$105,000.00
18	Blast and Coat Tank Exterior (SC.6.7.17)	1	LS	\$68,000.00	\$68,000.00	\$45,000.00	\$45,000.00	\$55,000.00	\$55,000.00
19	Disinfection of Interior of 3 Million Gallon Steel Water Tank (SC.6.7.18)	1	LS	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
Sub-total of Schedule B:				\$834,500.00		\$870,100.00		\$1,003,150.00	
Schedule C: Demolition of Exisitin Prison Hill Water Tank									
20	Mobilization, Demobilization and Clean-up for for Demolition of Existing Tank (SC.6.7.1)	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
21	Existing Tank Demolition (SC.6.7.9)	1	LS	\$50,000.00	\$50,000.00	\$41,100.00	\$41,100.00	\$55,000.00	\$55,000.00
22	Re-vegetation of Existing Tank Site (SC.6.7.20)	10000	SF	\$0.25	\$2,500.00	\$0.46	\$4,600.00	\$0.85	\$8,500.00
Sub-total of Schedule C:				\$53,500.00		\$46,700.00		\$68,500.00	
Sub-total of Schedule A:				\$349,007.00		\$505,860.00		\$382,350.00	
Sub-total of Schedule B:				\$834,500.00		\$870,100.00		\$1,003,150.00	
Sub-total of Schedule C:				\$53,500.00		\$46,700.00		\$68,500.00	
Total Bid Price				\$1,237,007.00		\$1,422,660.00		\$1,454,000.00	
Total Bid Price written in words? y/n				Yes		Yes		Yes	
Bidder Information provided? y/n				Yes		Yes		Yes	
Sub Contractors listed? y/n or none				Yes		Yes		Yes	
Bid Document executed? y/n				Yes		Yes		Yes	
END OF DOCUMENT									

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We SIERRA NEVADA CONSTRUCTION, INC.

as Principal, hereinafter called Contractor, and LIBERTY MUTUAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ ****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 # 1011-051 and titled "Prison Hill Water Tank #2 Tank Construction Plans".

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 6th day of July 2010

Signature of Principal: [Signature]

Title: President

Firm: Sierra Nevada Construction, Inc.

Address: P O Box 50760

City/State/Zip Code: Sparks, NV 89435

Written Name of Principal: Kevin L. Robertson

ATTEST NAME [Signature]

Signature of Notary: [Signature]

(Seal)



Subscribed and sworn before me this, 6th day of July 2010

(printed name of notary) Mary D. Hearron Notary Public for the State of Nevada

Claims Under this Bond May be Addressed to:

Name of Surety Liberty Mutual Insurance Company
Address 14123 Denver West Parkway
City Golden
State/Zip Code CO 80401
Name Lori Jones
Title Attorney-In-Fact
Phone 775-827-1555
Surety's Acknowledgement [Signature]

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.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **LORI JONES, TERI L. WOOD, NICHOLAS D. ROSSI, COLLEEN C. THOMASON, COURTNEY K. THOMAS, KIM PEYTON, ALL OF THE CITY OF RENO, STATE OF NEVADA**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY FIVE MILLION AND 00/100** ***** DOLLARS (\$ **75,000,000.00** *****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 17th day of November, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of November, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6th day of July, 2010.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-27-0032

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 25565 ORIGINAL ISSUE DATE: 07/05/1988 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

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



Nancy Mathias 8/17/2009
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER

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

BID PROPOSAL

BID # 1011-051

BID TITLE: PRISON HILL WATER TANK #2 TANK CONSTRUCTION PLANS

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

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

BIDDER acknowledges receipt of 1 Addendums.

SUMMARY

Description		Scheduled Value	Unit	Unit Price	Total Price
Schedule A: Prison Hill Water Tank #2 Site Work					
BP.1)	Mobilization/demobilization and Cleanup for New Tank. (SC.6.7.1)	1	L.S.	5,000.00	5,000.00
BP.2)	New Tank Site Clearing, Grubbing and Disposal. (SC.6.7.2)	1	L.S.	2,000.00	2,000.00
BP.3)	Pot-holing and Layout Prior to Commencement of Work. (SC.6.7.3)	2	EA.	1,000.00	2,000.00
BP.4)	New Tank Site Excavation, Grading and Revegetation. (SC.6.7.4)	1	L.S.	115,907.00	115,907.00
BP.5)	Type II Aggregate base (SC.6.7.5)	1	L.S.	10,000.00	10,000.00
BP.6)	Fire Hydrant Assembly (SC.6.7.6)	1	EA.	8,000.00	8,000.00
BP.7)	20" DR-25 PVC Water Supply Line (SC.6.7.7)	310	L.F.	220.00	68,200.00
BP.8)	12" DR-18 PVC Water Line for Overflow (SC.6.7.8)	110	L.F.	90.00	9,900.00
BP.9)	Altitude Valve Vault and Equipment (SC.6.7.9)	1	L.S.	75,000.00	75,000.00
BP.10)	6 foot Chain Link Fence and Gates (SC.6.7.10)	1	L.S.	30,000.00	30,000.00
BP.11)	Rock Rip Rap (SC.6.7.11)	1	L.S.	8,000.00	8,000.00
BP.12)	Telemetry and Solar Panel Cabinets, Support Structure and all Electrical (SC.6.7.12)	1	L.S.	15,000.00	15,000.00
Schedule A: Subtotal					341,007.00
Schedule B - Prison Hill Water Tank #2-Tank Construction					
BP.13)	Mobilization/demobilization and Cleanup. (SC.6.7.1)	1	L.S.	1,000.00	1,000.00
BP.14)	Water Tank Concrete Foundation. (SC.6.7.13)	1	L.S.	60,000.00	60,000.00
BP.15)	Gravel Drain Rock For Tank Foundation (SC.6.7.14)	1	L.S.	10,000.00	10,000.00

BID PROPOSAL

Description		Scheduled Value	Unit	Unit Price	Total Price
BP.16)	3 Million Gallon Steel Water Tank. (SC.6.7.15)	1	L.S.	532,000. ⁰⁰	532,000. ⁰⁰
BP.17)	Blast and Coat Tank Interior (SC.6.7.16)	1	L.S.	161,000. ⁰⁰	161,000. ⁰⁰
BP.18)	Blast and Coat Tank Exterior (SC.6.7.17)	1	L.S.	68,000. ⁰⁰	68,000. ⁰⁰
BP.19)	Disinfection of Interior of 3 Million Gallon Steel Water Tank (SC.6.7.18)	1	L.S.	2,500. ⁰⁰	2,500. ⁰⁰
Schedule B: Subtotal					834,500. ⁰⁰
Schedule C (ADD/ALT)- Demolition of Existing Prison Hill Water Tank				—	—
BP.20)	Mobilization/demobilization and Cleanup for Demolition of Existing Tank. (SC.6.7.1)	1	L.S.	1,000. ⁰⁰	1,000. ⁰⁰
BP.21)	Existing Water Tank Demolition and Disposal. (SC.6.7.19)	1	L.S.	50,000. ⁰⁰	50,000. ⁰⁰
BP.22)	Revegetation of Existing Tank site (SC.6.7.20)	10000	S.F.	0.25	2,500. ⁰⁰
Schedule C: Subtotal					53,500. ⁰⁰
BP.23)	Total Bid Price Schedule A + B+C				1,237,007. ⁰⁰

Total Bid Price Written in Words:

One million two hundred thirty-seven thousand seven dollars and no cents

BID PROPOSAL

BP.24 BIDDER INFORMATION:

Company Name:	Sierra Nevada Construction, Inc.
Federal ID No.:	88-0245093
Mailing Address:	PO Box 50760
City, State, Zip Code:	Sparks, NV 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
Fax Number including area code:	775-355-0535
E-mail:	Krobertson@SNC.biz

Contact Person / Title:	Kevin L. Robertson, President
Mailing Address:	PO Box 50760
City, State, Zip Code:	Sparks, NV 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
E-mail Address:	Krobertson@SNC.biz

BP.25 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25565
License Classification(s):	A, general engineering
Limitation(s) of License:	unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/11
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	10-00004425
Date Issued:	1/4/90
Date of Expiration:	12/31/10
Name of Licensee:	Sierra Nevada Construction, Inc.

BID PROPOSAL

BP.26 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:	3/2/88
Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	PO Box 50760
City, State, Zip Code:	Sparks, NV 89435
Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt
Other 1) Name & Title:	Bryan W. Holt, CEO/Treasurer

BID PROPOSAL

BP.27 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <u>Kevin L. Robertson</u>	<u>9</u>

Title 1) President

Name 2) <u>Craig D. Holt</u>	<u>9</u>
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Title 2) Vice-President/Secretary

Name 3) <u>Charles Morrow</u>	<u>9</u>
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Title 3) Operations Manager

Name 4) <u>Tim Morgan</u>	<u>5</u>
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Title 4) Area Manager

Name 5)	
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Title 5)

Name 6)	
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Title 6)

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

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Date	Contact Person	Phone #	Address
Nevada Department of Transportation	NDOT #3347	\$ 8,556,175.00	Asphalt Grind and Pave	10/15/09	Jim Killian	775-623-8070	1263 S. Stewart St. Carson City, NV 89712
City of Westbank	Downtown Beautification Phase 2	\$ 4,634,285.00	Street Reconstruction	12/15/09	Laura Graybill	209-889-7128	6707 Third Street, Riverbank, CA 95367
City of Westbank	West Capitol Avenue	\$ 6,424,101.00	Street Reconstruction	12/15/09	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$ 7,488,007.00	Freeway Reconstruction	10/01/09	Joe Blommer	760-872-0601	1127 - 30th Street, Sacramento, CA 95816
Bulfinch County Association of Governments	SRT 99 Gridley	\$ 1,534,007.00	Freeway Reconstruction	11/15/09	Keith Flanery	916-828-3943	2580 Sierra Sunrise Terrace, Ste 100, Chico, CA
Eureka County	Eureka Water Tank	\$ 1,912,618.00	Stewwork	12/31/09	Ron Daniele	775-237-6265	10 S. Main Street, Eureka, NV 89316
City of Rancho Cordova	Pavement Rehabilitation Phase 2	\$ 1,772,007.00	Asphalt Grind and Pave	11/30/09	Andy Gust	916-869-6812	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Mill Street Reconstruction	\$ 1,987,867.00	Street Reconstruction	11/01/09	Brenda Lee	760-872-0601	1263 S. Stewart St. Carson City, NV 89712
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$ 3,933,007.00	Asphalt Grind and Pave	11/01/09	Joe Blommer	760-872-0601	10 S. Main Street, Eureka, NV 89316
Nevada Department of Transportation	NDOT #3387 Iron Mountain	\$ 1,248,007.00	Paving and Slurry Seal	10/01/09	Tom Young	775-237-6265	1105 Terminal Way Ste 108, Reno, NV 89502
Eureka County	Street Maintenance 2009	\$ 849,253.00	Street Reconstruction	11/01/09	Brenda Lee	775-777-2700	1105 Terminal Way Ste 108, Reno, NV 89502
Longley Lane	US-010-08 Carlin	\$ 1,469,007.00	Street Reconstruction	11/01/09	Michelle Dennis	775-428-1622	555 Double Eagle Blvd, Reno, NV 89502
Nevada Department of Transportation	Vassar Street	\$ 113,007.00	Stewwork	11/01/09	Jim Clague	775-428-1622	555 Double Eagle Blvd, Reno, NV 89502
Regional Transportation Commission	Gabbs Airport	\$ 173,855.72	Asphalt Maintenance	11/30/09	Dana Hartshorn	303-782-0882	967 Campion Street, Ely, NV 89301
White Pine County	Ely-White Pine County Airport	\$ 8,593,007.00	Asphalt Grind and Pave	06/01/10	Pete Booth	775-829-5383	1263 S. Stewart St. Carson City, NV 89712
Nevada Department of Transportation	NDOT #3285 Le0 Vista	\$ 529,007.00	Stewwork	10/01/09	Mike Mitchell	775-273-7619	1150 Elmhurst Ave, Lovelock, NV 89419
Pershing County School District	Pershing County Schools	\$ 766,007.00	Street Reconstruction	11/01/09	John Schaefer	760-878-0201	P.O. Drawer Q, Independence, CA 93526
Inyo County Public Works	N Barlow/Dixon Lanes	\$ 847,007.00	Street Reconstruction	11/15/09	Dean Mottram	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Sparks Consolidated DS-02	\$ 228,007.00	Asphalt Maintenance	10/15/09	Greg Riley	775-635-2885	315 S Humboldt Street, Battle Mountain, NV 89820
Lander County	Battle Mountain Airport	\$ 295,800.00	Chip and Slurry Seal	10/01/09	Jim Soaba	775-423-5104	55 W. Williams Avenue, Fallon, NV 89406
City of Fallon	Surface Treatment of Various Streets	\$ 278,007.00	Chip Seal	10/15/09	Ed Mason	775-762-6201	P.O. Box 218, Minden, NV 89423
Douglas County	2009 Road Seal	\$ 813,007.00	Street Reconstruction	11/20/09	John Platt	775-887-2355	3505 Butti Way Carson City, NV 89701
City of Carson City	Clearview Drive Widening	\$ 3,689,447.00	Street Reconstruction	11/07/09	Darren Schulz	775-887-2355	3505 Butti Way Carson City, NV 89701
City of Carson City	Fairview Drive Reconstruction	\$ 6,725,745.00	Stewwork	10/31/09	Odo Langowski	(775) 356-9121	6980 Sierra Center Pkwy, Ste 170, Reno, NV 89511
Tranmil Crow	West American Commerce Center	\$ 469,007.00	Street Reconstruction	10/31/09	Michelle Dennis	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
Regional Transportation Commission	Wedekind Road	\$ 26,848,007.00	Shoulder Widening	10/15/09	David Greene	(530) 257-8120	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 02-381604 Millford	\$ 1,975,872.00	Stewwork	10/15/09	Steve Roehr	(801) 625-5605	4701 N. Torrey Pines Drive, Las Vegas, NV 89130
US Forest Service	Galena Creek Park AG-9360-C-07-001	\$ 3,087,007.00	Stewwork	10/01/09	Jim Pucorelli	(775) 834-8056	1355 Capital Blvd., Reno, NV 89502
Truckee Meadows Water Authority	Raleigh Heights Water Tank #3	\$ 494,832.76	Slurry Seal	09/30/09	John Platt	(775) 887-2355	3505 Butti Way Carson City, NV 89701
City of Carson City	2008 Carson City Slurry	\$ 86,827.00	Slurry Seal	09/30/09	Scott McCullough	(775) 762-6233	P.O. Box 218 Minden, NV 89423
Douglas County	Minden-Talbot Slurry	\$ 1,257,007.00	Street Reconstruction	09/30/09	David Logan	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
Regional Transportation Commission	RTC Pyramid / LaPozada	\$ 1,824,007.00	Street Reconstruction	08/31/09	Michelle Dennis	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
Regional Transportation Commission	RTC Los Allos Parkway	\$ 4,329,007.00	Street Reconstruction	08/31/09	Doug Maloy	(916) 617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
City of West Sacramento	Tower Bridge Gateway	\$ 414,007.00	Chip Seal	08/25/09	Olivia W. Tipton, III	(775) 738-5038	994 River Street, Ely, NV 89801
Eko County Commissioners	Jiggs Road Chip Seal	\$ 1,436,007.00	Stewwork	08/01/09	Jim Pucorelli	(530) 887-5688	1727 - 30th Street, Sacramento, CA 95816
Truckee Meadows Water Authority	Pyramid Water Tank	\$ 1,927,007.00	Drainage Improvements	05/01/09	Tim Crosby	(530) 887-5688	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans #03-260904 Kings Beach	\$ 4,348,007.00	Freeway Ramp Reconstruction	04/15/09	Bob Schriker	(775) 888-7460	1263 S. Stewart St. Carson City, NV 89712
City of Reno	2007 Sewer Rehabilitation	\$ 12,283,088.15	Asphalt Grind and Pave	12/31/07	Larry Boga, PE	(775) 888-7460	1263 S. Stewart St. Carson City, NV 89712
Nevada Department of Transportation	NDOT #3287 Plumb Lane	\$ 10,273,013.00	Asphalt Grind and Pave	12/31/07	Reid Kaiser	(775) 888-1253	1263 S. Stewart St. Carson City, NV 89712
Nevada Department of Transportation	NDOT #3236 Pyramid (McCarran (2005-2006))	\$ 5,197,007.00	Asphalt Grind and Pave	10/31/07	Luis Elias	(760) 872-6251	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 08-301704 Bishop	\$ 2,848,007.00	Shoulder Widening	10/31/07	Ryan Novota	(916) 416-2934	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 03-2E1904 Rancho Cordova	\$ 2,300,000.00	Stewwork	10/31/07	John Kubichek	(530) 478-6166	631 Coyote Street, Nevada City, CA 95959
US Forest Service	Truckee PSC AG-9A63-C-07	\$ 4,300,303.95	Street Reconstruction	03/20/07	Michelle Dennis	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
Regional Transportation Commission	RTC Robb Drive	\$ 2,442,259.30	Stewwork	03/01/07	Greg Park	(775) 858-8090	5500 Equity Avenue, Reno, NV 89502
United Construction Company	Parta Unlimited	\$ 2,110,501.34	Stewwork	02/01/07	Nike Brukow	(775) 858-8090	5500 Equity Avenue, Reno, NV 89502
Regional Transportation Commission	Reno Consolidated 6-01	\$ 2,671,173.46	Reconstruction Various Streets	12/31/06	Michelle Dennis	(775) 335-1881	1105 Terminal Way, Ste 108, Reno, NV 89520
Truckee Meadows Water Authority	Ridgeview Access Road	\$ 2,757,007.00	Stewwork	12/15/06	Jim Pucorelli	(775) 834-8056	1355 Capital Blvd., Reno, NV 89502
City of Reno	C.O.R. Unit 1 Contract #100038	\$ 1,834,441.90	Neighborhood Street Rehab	11/01/06	Kerrie Koski	(760) 872-6251	P.O. Box 1900, Reno, NV 89505
California Department of Transportation	Caltrans 09-330404 Rt. 120 & 6	\$ 2,257,007.00	Asphalt Grind and Pave	10/01/06	Dana Devo	(760) 872-6251	1727 - 30th Street, Sacramento, CA 95816
Q&Q Construction Company	American Valve Company	\$ 1,635,247.51	Stewwork	06/01/06	Duane Bortham	(775) 766-2677	1050 S-21st Street, Sparks, NV
County of Washoe Dept. of Water Resources	Pyramid Hwy & Eagle Canyon Box Culverts (2005)	\$ 2,575,593.43	Triple Box Culvert	12/31/05	Ron Callett	(775) 954-4678	4930 Energy Way, Reno, NV 89502
Regional Transportation Commission	RTC Aluras Avenue (2005)	\$ 635,252.30	Neighborhood Street Rehab	11/01/05	Robert J. Russell	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
Regional Transportation Commission	RTC Emerson Way (2005)	\$ 1,861,928.24	Neighborhood Street Rehab	11/01/05	Robert J. Russell	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
Nevada Department of Transportation	NDOT #3251 U.S. 395 South Meadows (2005)	\$ 3,939,971.58	Asphalt Grind and Pave	10/01/05	Reid Kaiser	(775) 888-7460	1263 S. Stewart St. Carson City, NV 89712
City of Reno	C.O.R. Unit 3 #1203 (2005)	\$ 1,565,892.78	Neighborhood Street Rehab	09/01/05	Kerrie Koski	(775) 334-2350	P.O. Box 1900, Reno, NV 89505
City of Reno	C.O.R. Unit 5 #1205 (2005)	\$ 673,507.00	Neighborhood Street Rehab	09/01/05	Kerrie Koski	(775) 334-2350	P.O. Box 1900, Reno, NV 89505
Regional Transportation Commission	RTC Caselli Boulevard (2005)	\$ 1,921,678.65	Neighborhood Street Rehab	09/01/05	Robert J. Russell	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
Regional Transportation Commission	RTC Casazza Drive (2005)	\$ 1,545,069.22	Neighborhood Street Rehab	09/01/05	Robert J. Russell	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
City of Reno	C.O.R. Unit 2 #1202 (2005)	\$ 1,247,007.01	Neighborhood Street Rehab	06/01/05	Kerrie Koski	(775) 334-2350	P.O. Box 1900, Reno, NV 89505
Nevada Department of Transportation	NDOT #3208 U.S. 395 (2004-2005)	\$ 4,915,614.00	Asphalt Grind and Pave	05/25/05	Reid Kaiser	(775) 888-7460	1263 S. Stewart St. Carson City, NV 89712

KPK

BID PROPOSAL

BP.28 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):	see attached - Statement of Experience
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

BID PROPOSAL


Company Name 3):	<i>see attached - Statement of Experience</i>
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract	
Scope of Work:	
Company Name 4):	<u> </u>
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. 29

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
Kevin L. Robertson

Printed Name

President

Title
7/16/10

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
2007	.79	3.86
2006	.80	9.08

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. 30 INSTRUCTIONS: for Subcontractors exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>Spieess Construction Co Inc</i>	Address <i>- PO Box 2849, Santa Maria, CA 93457</i>	
Phone <i>805-937-5859</i>	Nevada Contractor License # <i>0038929</i>	Limit of License <i>unlimited</i>
Description of work <i>tank partial</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.31 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. 32 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

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. 1011-051

CONTRACTOR Sierra Nevada Construction, Inc.

PROJECT NO. (S) 6-6019

ADDRESS PO Box 50760

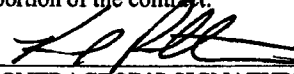
Sparks, NV 89435

BID AMOUNT \$ 1,237,007.⁰⁰

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

7/16/10
DATE

TELEPHONE NO. () 775-355-0420

BID PROPOSAL

FEDERAL AID PROJECT CARSON CITY BIDDER SUBCONTRACTOR INFORMATION

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

CONTRACT NO. 1011-051

CONTRACTOR Sierra Nevada Construction, Inc.

PROJECT NO. (S). 6-6019

ADDRESS P.O. Box 50760

Sparks, NV 89435

BID AMOUNT \$ 1,237,007.⁰⁰

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
Spieess Construction Co Inc	16,17,18,19 (partial)	tank partial		X

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

[Signature] 7/16/10
CONTRACTOR'S SIGNATURE DATE

TELEPHONE NO. () 775-355-0420

BID PROPOSAL

BP.33 LISTING OF MAJOR MATERIAL SUPPLIES

The Contractor is hereby required to list all major suppliers to be incorporated within this work. Space is provided below for listing of such suppliers. These spaces shall be filled in by the Contractor prior to turning in bids. Failure to do so may be considered by the OWNER as not responsive to the request for bids or intent of the Contract and may therefore be a cause for rejection. Sufficient time has been allowed to comply with the above intent, however, if no sub-bids have been received on an item, the Contractor should so state by a note to accompany the bid.

If no material suppliers are noted, the OWNER will be entitled to assume that material will be supplied by one of the named suppliers in the Contract Documents.

Materials Suppliers will be:

1. * Western Nevada Supply
2. * Cashmere Trucking
3. * Speiss Construction Co Inc.
4. * Jensen Precast
5. *
6. *
7. *
8. *
9. *

Note: If the above items are not completed, the ENGINEER may specify the brand to be used as listed in the Contract Documents. More than one supplier listed for any one item may be considered as non-responsive and therefore be a cause for rejection. The above unit process shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached Within ten (10) days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid surety attached in the sum of Sixty-one thousand eight hundred and thirty-five dollars (\$ 61,850.35) is to become the property of the OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the OWNER caused thereby.

Respectfully submitted:

By: K L Robertson
(Title) Kevin L. Robertson, President

P.O. Box 50760, Sparks, NV 89435
(Business Address & Zip Code)

(Seal - if bid is by a corporation)

BID PROPOSAL

BP.34 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin L. Robertson (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 "PRISON HILL WATER TANK #2 TANK CONSTRUCTION PLANS", contract number 1011-051, 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: Kevin L. Robertson
TITLE: President
FIRM: Sierra Nevada Construction, Inc.
Address: PO Box 50760
City, State, Zip: Sparks, NV 89435
Telephone: 775-355-0420
Fax: 775-355-0535
E-mail Address: Krobertson@snc.biz

[Signature]

(Signature of Bidder)

DATED: 7/16/10

Signed and sworn (or affirmed) before me on this 16th day of July, 2010, by Kevin L. Robertson

[Signature]

(Signature of Notary)

(Notary Stamp)



BID PROPOSAL

BP. 35 COMPLIANCE GUIDELINES FOR MBE/WBE

Compliance with the requirements of this document and attachments satisfies the MBE/WBE requirements for this construction contract. This document supersedes any conflicting requirements. Failure to take the six (6) affirmative steps listed under Good Faith Effort Requirements, prior to bid opening and to submit the Minority Business Enterprise/Women Business Enterprise Information (Form 4) form with the bid shall be cause for the bid to be rejected as a non-responsive bid.

Carson City advises potential bidders that the project is funded in whole or part with federal loan or grant funds through the Nevada Safe Drinking Water State Revolving Fund, and, as such, Executive Orders 11625, 12138, and 12432 are applicable to this contract. The United States Environmental Agency (EPA) requires that recipients of financial assistance, including assistance under the SDWSRF, comply with the requirements of these orders. In compliance with such requirements, Nevada SDWSRF has negotiated "Fair Share Objectives" with EPA for participation of small, minority and women owned businesses in procurement activity undertaken with funds made available through the SDWSRF.

Bidder agrees that it will cooperate with and assist Carson City in achieving "fair share objectives" and will exercise Good Faith Efforts to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the bidder shall, in the selection of any and all contractors, subcontractors, and vendors for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the following affirmative "Good Faith Effort" steps:

Good Faith Effort Requirements

1. Include small, minority and women owned businesses on solicitation lists;
2. Assure that small, minority and women owned businesses are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority and women owned businesses;
4. Establish delivery schedules, when the requirements of the work permit, which will encourage participation by small, minority and women owned businesses;
5. Use the services of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate; and
6. If any contractor awards subagreements, require the contractor to take the affirmative steps in paragraphs (1) through (5) of this section.

Other Requirements:

1. The apparent successful low bidder must submit documentation showing that, prior to bid opening, all required positive efforts were made. The documentation must be received by Carson City within 5 working days following bid opening.
2. If the apparent successful low bidder has rejected or considered as non-responsive and or non-responsive any low MBE or WBE sub-bidder, a complete explanation must be provided to Carson City.
3. Each MBE/WBE firm to be utilized must complete Form 3 (MBE/WBE Self Certification), or equivalent certification by a federal, state, or local government entity. Such certification documentation shall be submitted to the Carson City by the apparent successful low bidder.
4. If additional procurement becomes necessary after the award of the prime contract, good faith efforts shall be applied, and, if MBE/WBE subcontracts are awarded, Form 3 (MBE/WBE Self Certification) or equivalent certification shall be provided to Carson

BID PROPOSAL

City by the prime contractor within 10 working days following the award of each new subcontract.

5. Any deviation from the information contained in Form 4 (Contractor Information Form) shall not result in a reduction of MBE/WBE participation without prior approval of Carson City.
6. Failure of the apparent low bidder to perform the six affirmative (Good Faith Effort) steps prior to bid opening and/or to submit Form 4 (Contractor Information Form) will lead to its bid being declared non-responsive by Carson City. The Carson City may then award the contract to the next lowest responsive, responsible bidder meeting the requirements of these contract provisions.

Fair Share Objectives:

The following good faith effort objectives have been established for this construction contract:

<u>Procurement Category</u>	<u>MBE</u>	<u>WBE</u>
Construction	12%	10%
Supplies	13%	28%
Equipment	11%	23%
Services	7%	25%

Documentation Requirements MBE/WBE Good Faith Effort - Positive Effort Documentation*

The bidder must take affirmative steps prior to bid opening to assure that MBEs and WBEs are used whenever possible as sources of supplies, construction and services. Failure to take such steps prior to bid opening and to submit Form 4 with the bid shall cause the bid to be rejected as non-responsive.

Affirmative steps shall be as follows:

1. Include qualified MBEs and WBEs on solicitation lists

The bidder must document that it requested assistance from the Small Business Administration and the Minority Business Development Agency and that this request for referrals was made at least five (5) working days prior to the need for referrals (see affirmative step 5 below).
2. Assure that MBEs and WBEs are solicited whenever they are potential sources.

The bidder must document that it has provided invitations to MBE/WBE bidders at least five (5) working days prior to the need of a bid response.

The bidder must document that invitations were sent to at least three (or all if less than three) MBE/WBE contractors/suppliers for each item of work referred by the MBE/WBE assistance center(s). The invitations must adequately specify the item(s) for which sub-bids were requested.

The bidder must submit to the Carson City documentation consisting of a list of all sub-bidders for each item of work that MBEs or WBEs were solicited including dollar amounts for both MBE/WBE and non-MBE/WBE sub-bidders
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit participation by MBEs and WBEs.

A bidder must document that it gave consideration to dividing the contract into small proprietary portions (paving, electrical, landscaping, etc). If this was not done, documentation must be submitted explaining why it could not be done.
4. Establish delivery schedules where the requirements of the work permit, which will encourage participation by MBEs and WBEs.

The bidder must document that it gave consideration to establishing a project schedule which would allow MBEs and WBEs to bid the work as subcontractors or

BID PROPOSAL

suppliers. If this is not done, document reasons why the project schedule, or portions thereof, cannot be modified so as to accommodate interested MBEs and WBEs.

5. Use the services and assistance of the Small business Administration, the Minority Business Development Agency, and other agencies listed below, as appropriate.
6. If contractor awards subagreements, require subcontractors to take the affirmative steps listed in 1 through 5 above.

The bidder should make contact with the offices listed below, as appropriate. Their services are provided at no cost to bidder. If contact was made with neither, documentation must be presented to explain why contact was not made and describe what MBE/WBE solicitation lists were used.

a. Small Business Administration

<http://www.sba.gov>

The federal database for contractor/subcontractor procurement (formerly the SBA "Pro-Net") is now maintained as the Central Contractor Registration.

<http://www.ccr.gov>

INSTRUCTION FOR ACCESSING [HTTP://www.ccr.gov](http://www.ccr.gov) DATA BASE OF MBE/WBE SUBCONTRACTORS

1. Go to <http://www.ccr.gov>
2. Click on the quick link to **Dynamic Small Business Search**
3. Under **States**, scroll down to and click on **Nevada**
4. Scroll down to **Other Ownership Data**
5. Click on **Minority or Woman/Women**, do separate run for each classification
6. Scroll down to **Nature of Business**, across from **Keywords**, type in classification of work to be performed by the subcontractor (electrician, piping, rebar, trucking, landscape, etc.)
7. Scroll to **General Nature of Business** and click on **Construction**
8. Scroll to the bottom of the screen and click on **Search Using These Criteria**.
9. For additional contractors, scroll to **No more matches**, click on **Refine Search** and repeat the process by changing the type of contractor you are searching for in no. 6, **Keyword**

b. Minority Business Development Agency (U.S. Department of Commerce)

<http://www.mbdagov>

c. Nevada Department of Transportation: Disadvantaged Business Enterprise Program

<http://www.nevadadbe.com/>

California Public Utilities Commission has a supplier diversity program which collects and disseminates information from women, minority and disabled veteran-owned business enterprises.

<http://www.cpuc.ca.gov/static/supplierdiversity/index.htm>

In addition, the bidder is encouraged to procure supplies and services from small- and disabled-veteran-owned- and labor surplus area firms. Carson City recommends that bidder organize and maintain information on its MBE/WBE good faith effort in a binder, arranged according to the Good Faith Effort steps. Bidder is advised to keep printouts of searches for minority and women-owned firms, logs of telephone calls, logs and copies of correspondence, particularly contact letters. Carson City recommends that bidder include response of potential subcontractors and suppliers in the documentation log. Carson City will contact apparent selected firm to obtain for review the firm's MBE/WBE good faith effort supporting documentation prior to award of the contract.

BID PROPOSAL

Definitions

Minority Business Enterprise/Women's Business Enterprise (MBE/WBE)

A MBE is a business that is, (1) at least 51 percent owned and controlled by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

A WBE is a business that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners.

Minority Individuals Include:

(a) American Indians

Persons having origins in any of the original peoples of North America. To qualify in this group, a person must be a citizen of the United States and meet one or more qualifying criteria including:

- (1) Be at least one-fourth Indian descent (as evidenced by registration with the Bureau of Indian Affairs);
- (2) Characteristic Indian name;
- (3) Recognition in the community as an Indian;
- (4) Membership in a tribe, band or group of American Indians (recognized by the Federal Government), as evidenced by a tribal enrollment number or similar indication; and
- (5) Characteristic Indian appearance and features.

(b) Black Americans

U.S. citizens, other than Hispanic, having origins in any of the black racial groups of Africa.

(c) Asian Americans

U.S. citizens having origins in any of the original peoples of the Far East, Southern Asia, the Indian subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa. The Indian subcontinent takes in the countries of India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan.

(d) Hispanic Americans

U.S. citizens of Mexican, Puerto Rican, Cuban, or other Spanish culture or origin, regardless of race. Only those persons from Central and South American countries who are of Spanish origin, descent, or culture should be included in this category. Persons from Brazil, Guyana, Surinam or Trinidad, for example, would be classified according to their race and would not necessarily be included in the Hispanic category. In addition, the category does not include persons from Portugal, who should be classified according to race.

(e) American Eskimos and American Aleuts

SDWSRF-Procurement Categories-Model Category Definitions

Background: SDWSRF, MBE/WBE requirements apply to procurement of Construction, Services, Equipment, and Supplies. Based upon a review of federal agency references (regulations and guidance), the following definitions may be utilized in the process of documentation of the "good faith effort."

"Construction" means a process of construction, improvement/alternation, or repair, remodeling, of any public structure, or public improvement of any kind to any real property. As used in this definition, the terms "buildings, structure, or other real property" typically include but are not limited to improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharfs, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the routine operation, routine repair or routine maintenance of existing facilities. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of personal property.

"Services" means (1) the furnishing of labor, time or effort by a contractor which does not involve the delivery of a specific end product other than required reports and performance; (2) a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. [Note: Typically construction related services (electrical, plumbing, etc., integral to the construction of a specific end product which is attached to, or part of, real property is considered part of "construction" rather than "services."

BID PROPOSAL

"Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Rental or lease of equipment may be included in this category.

"Supplies" means all tangible personal property other than equipment as defined above. (i.e. personal property having a useful life of less than one year and an acquisition cost of less than \$5,000 per unit.)

MBE/WBE Forms

The following forms are provided to report project MBE/WBE information.

All Forms, where applicable, must have original signature and date.

The following table provides information on who completes each form and where the forms are to be sent:

FORM#	DESCRIPTION	COMPLETED BY	SUBMIT TO	FORWARD TO
1	SOLICITATION	PRIME CONTRACTOR	CARSON CITY	BSDW
2	BIDS RECEIVED LIST	PRIME CONTRACTOR	CARSON CITY	BSDW
3	SELF-CERTIFICATION	MBE/WBE SUBS	PRIME CONTRACTOR	BSDW
4	SELECTED SUBCONTRACTORS	PRIME (WITH BID)	CARSON CITY	BSDW

FORM 1

PRIME CONTRACTOR BIDDER

MBEWBE GOOD FAITH EFFORT

LOG OF MBE/WBE CONTRACTORS/SUPPLIERS SOLICITED

for

WATER SYSTEM/PROJECT NAME

[illegible]

BID PROPOSAL

FORM 2

PRIME CONTRACTOR BIDDER

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE)

"GOOD FAITH" EFFORT BIDS RECEIVED LIST

for

WATER SYSTEM/PROJECT NAME[illegible]

BID PROPOSAL

FORM 3
MINORITY BUSINESS ENTERPRISE/WOMEN'S BUSINESS ENTERPRISE
(MBE/WBE)¹
SELF CERTIFICATION

Firm Name: _____ Phone: _____

Address: _____

Principal Service or
Product: _____

☐- MBE

☐- WBE

☐- Prime Contractor

☐- Supplier of Material/Service

☐- Subcontractor

☐- Broker

☐- Sole Ownership

☐- Corporation

☐- Partnership

☐- Joint Venture

Names of Owners	Percent Ownership	MBE- Ethnic Identity ¹	WBE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Additional proofs may be required upon written challenge of this certification by any person or agency. Falsification of this certification by a firm selected to perform Federally funded work may result in a determination that the firm is nonresponsive and ineligible for future contracts.

Certified by: _____ Title: _____
(Signature)

Name: _____ Date: _____

¹ Refer to definitions above.

BID PROPOSAL FORM 4

MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE INFORMATION	
WATER SYSTEM NAME: <u>Carson City</u>	WATER SYSTEM NUMBER-PROJECT NUMBER: <u>6-6019</u>
PROJECT DESCRIPTION: <u>Prison Hill Water Tank #2</u>	PROJECT LOCATION: <u>Carson City, NV</u>
PRIME CONTRACTOR INFORMATION	
NAME AND ADDRESS (Include ZIP code): <u>Sierra Nevada Construction, Inc.</u> <u>PO Box 50760</u> <u>Sparks, NV 89435</u>	TYPE OF CONTRACT <input type="checkbox"/> ARCHITECT/ENGINEER (A/E) <input checked="" type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER/SERVICE (S/S) AMOUNT OF CONTRACT/BID: <u>\$ 1,237,007.⁰⁰</u>
MBE/WBE INFORMATION	
<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SUBCONTRACTOR <input checked="" type="checkbox"/> SUPPLIER/SERVICES <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	NAME AND ADDRESS (Include ZIP code): <u>Mountain States Transport</u> <u>PO Box 907, Gardnerville, NV 89410</u> PHONE: <u>775-392-0617</u>
CONTRACT AMOUNT <u>\$ 1,000.⁰⁰</u>	TYPE OF CONTRACT: <u>owner operator equip</u>
<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SUBCONTRACTOR <input checked="" type="checkbox"/> SUPPLIER/SERVICES <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	NAME AND ADDRESS (Include ZIP code): <u>R Carter Transport</u> <u>539 6th Street, Sparks, NV 89431</u> PHONE: <u>775-219-7350</u>
CONTRACT AMOUNT <u>\$ 2,000.⁰⁰</u>	TYPE OF CONTRACT: <u>owner operator equip</u>

BID PROPOSAL

FORM 4

MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE INFORMATION	
WATER SYSTEM NAME: <u>Carson City</u>	WATER SYSTEM NUMBER-PROJECT NUMBER: <u>6-6019</u>
PROJECT DESCRIPTION: <u>Prison Hill Water Tank #2</u>	PROJECT LOCATION: <u>Carson City, NV</u>
PRIME CONTRACTOR INFORMATION	
NAME AND ADDRESS (Include ZIP code): <u>Sierra Nevada Construction, Inc.</u> <u>P.O. Box 50760</u> <u>Sparks, NV 89435</u>	TYPE OF CONTRACT <input type="checkbox"/> ARCHITECT/ENGINEER (A/E) <input checked="" type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER/SERVICE (S/S) AMOUNT OF CONTRACT/BID: <u>\$ 1,237,007.00</u>
MBE/WBE INFORMATION	
<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SUBCONTRACTOR <input checked="" type="checkbox"/> SUPPLIER/SERVICES <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	NAME AND ADDRESS (Include ZIP code): <u>Cinderlute Trucking Inc.</u> <u>1665 S. Subro Terrace, Carson City, NV 89706</u> PHONE: <u>775-882-4483</u>
CONTRACT AMOUNT <u>\$ 16,828.00</u>	TYPE OF CONTRACT: <u>supply & haul construction material</u>
<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> SUPPLIER/SERVICES <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	NAME AND ADDRESS (Include ZIP code): <u>Creekside Electrical Contractors</u> <u>6290 Salk Road, Carson City, NV 89706</u> PHONE: <u>775-841-5558</u>
CONTRACT AMOUNT <u>\$ 14,961.00</u>	TYPE OF CONTRACT: <u>electrical subcontractor</u>

BID PROPOSAL

FORM 4

MINORITY BUSINESS ENTERPRISE / WOMEN BUSINESS ENTERPRISE INFORMATION	
WATER SYSTEM NAME: Carson City	WATER SYSTEM NUMBER-PROJECT NUMBER: 6-6019
PROJECT DESCRIPTION: Prison Hill Water Tank #2	PROJECT LOCATION: Carson City, NV
PRIME CONTRACTOR INFORMATION	
NAME AND ADDRESS (Include ZIP code): Sierra Nevada Construction, Inc. PO Box 50760 Sparks, NV 89435	TYPE OF CONTRACT <input type="checkbox"/> ARCHITECT/ENGINEER (A/E) <input checked="" type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SUPPLIER/SERVICE (S/S)
AMOUNT OF CONTRACT/BID: \$ 1,237,007. ⁰⁰	
MBE/WBE INFORMATION	
<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SUBCONTRACTOR <input checked="" type="checkbox"/> SUPPLIER/SERVICES <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	NAME AND ADDRESS (Include ZIP code): Montes Trucking 1970 Patie Drive, Fallon, NV 89406 PHONE: 775-244-2084
CONTRACT AMOUNT \$ 4,000. ⁰⁰	TYPE OF CONTRACT: owner operator equip
<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SUBCONTRACTOR <input checked="" type="checkbox"/> SUPPLIER/SERVICES <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	NAME AND ADDRESS (Include ZIP code): Dustbusters Truck Service PO Box 511, Lovelock, NV 89419 PHONE: 775-626-1646
CONTRACT AMOUNT \$ 12,000. ⁰⁰	TYPE OF CONTRACT: owner operator equip.

BID PROPOSAL

<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SUBCONTRACTOR <input checked="" type="checkbox"/> SUPPLIER/SERVICES <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> BROKER <input type="checkbox"/>	NAME AND ADDRESS (Include ZIP code): Mapco Survey Inc. 9498 Double R Blvd Ste B, Reno, NY 89512 PHONE: 775-842-2421																																								
CONTRACT AMOUNT \$ <u>1,000.00</u>	TYPE OF CONTRACT: <u>surveying</u>																																								
GOALS FOR MBE & WBE PARTICIPATION																																									
<table border="1" style="margin: auto;"> <thead> <tr> <th></th> <th>% MBE</th> <th>% WBE</th> </tr> </thead> <tbody> <tr> <td>Construction</td> <td style="text-align: center;">12%</td> <td style="text-align: center;">10%</td> </tr> <tr> <td>Equipment</td> <td style="text-align: center;">11%</td> <td style="text-align: center;">23%</td> </tr> <tr> <td>Services</td> <td style="text-align: center;">7%</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: right;">Total</td> <td></td> <td></td> </tr> </tbody> </table>		% MBE	% WBE	Construction	12%	10%	Equipment	11%	23%	Services	7%	25%	Total			<table border="1" style="margin: auto;"> <thead> <tr> <th></th> <th>MBE \$</th> <th>MBE %</th> <th>WBE \$</th> <th>WBE %</th> </tr> </thead> <tbody> <tr> <td>Construction</td> <td style="text-align: right;">\$ 14,961.00</td> <td style="text-align: center;">1.2 %</td> <td style="text-align: right;">\$ 14,961.00</td> <td style="text-align: center;">1.2 %</td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">\$ 0</td> <td style="text-align: center;">0 %</td> <td style="text-align: right;">\$ 0</td> <td style="text-align: center;">0 %</td> </tr> <tr> <td>Services</td> <td style="text-align: right;">\$ 8,000.00</td> <td style="text-align: center;">0.6 %</td> <td style="text-align: right;">\$ 34,828.00</td> <td style="text-align: center;">2.8 %</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$ 22,961.00</td> <td></td> <td style="text-align: right;">\$ 49,789.00</td> <td></td> </tr> </tbody> </table>		MBE \$	MBE %	WBE \$	WBE %	Construction	\$ 14,961.00	1.2 %	\$ 14,961.00	1.2 %	Equipment	\$ 0	0 %	\$ 0	0 %	Services	\$ 8,000.00	0.6 %	\$ 34,828.00	2.8 %	Total	\$ 22,961.00		\$ 49,789.00	
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FORM COMPLETED BY:																																									
NAME <u>Kevin L. Robertson</u>	TITLE <u>President</u>																																								
SIGNATURE <u>[Signature]</u>	DATE <u>7/16/10</u>																																								
	PHONE <u>775-355-0420</u>																																								
	EMAIL <u>Krobertson@snc.biz</u>																																								

BID PROPOSAL

BP. 36

CONTRACTOR'S ARRA COMPLIANCE CERTIFICATION

This project, the Prison Hill Water Tank #2 Tank Construction Plans, is funded in part or whole by the American Reinvestment and Recovery Act of 2009 (ARRA), also known as Federal Stimulus Money. The Contractor and all named Subcontractors shall certify in writing their understanding of and compliance with the ARRA requirements. The General Contractor shall submit a signed copy of this compliance statement with the Bid, per Specification Sections 00200. The General Contractor shall submit all named Subcontractors' signed compliance forms to the Owner within 10 business days after bid opening.

Failure to provide the General Contractor's signed certification with the Bid and the Subcontractors' signed certifications within ten (10) business days following Bid Opening shall render the Bid non-responsive and shall be the basis for rejection of the Bid.

By signing this document, the Contractor certifies they are fully compliant with ARRA Requirements, as summarized below:


- B. Buy American:** Section 1605 of the ARRA requires that all Iron, Steel, and Manufactured Goods used in the project shall be produced in the United States.
 - 1. Steel is further defined as:**
 - a. An alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
 - b. Production in the United States of the iron or steel used in the project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
 - c. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project.
 - 2. Manufactured goods are further defined as goods brought to the construction site for incorporation into the building or work that have been:**
 - a. Processed into a specific form and shape; or
 - b. Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
 - c. There is no requirement with regard to the origin of components or subcomponents in manufactured goods, as long as the manufacture of the goods occurs in the United States.
- C. Contractor acknowledges that all submittals shall include material manufacturers' certification of ARRA compliance forms. Note that un-certified manufacturers shall be a basis for rejection of product, unless a waiver has been granted. Contractor shall replace all rejected items (due to noncompliance with ARRA guidelines) with ARRA compliant manufacturers, at no cost to the owner.**
- D. Waste, Fraud, and Abuse:** Waste, Fraud or Abuse of public funds will not be tolerated. Contractor understands that Project accounting must be strict, accurate, and timely.
- E. Whistleblower Rights Notice:** The Contractor understands that Federal whistleblower protections and rights must be posted at the job site. This posting shall be public, conspicuous, and readily available to all personnel working at or visiting the job site.

BID PROPOSAL

- F. Reporting: The Contractor understands that in addition to standard Project reporting requirements that certain additional reports are required, on a weekly and quarterly basis, including the tracking of goals per Section 1512 of the ARRA. Specific report items are expected to include jobs created, jobs saved, and other information related to the administration of the Project, and will be updated on the following website:
<http://www.federalreporting.gov/>
- G. Prevailing Wages: The Contractor understands that the payment of Nevada State and Federal Davis Bacon prevailing wages and timely submission of prevailing wage documentation is mandatory.

Certification:

I (undersigned) have read, understand, and will comply with the ARRA requirements for the Prison Hill Water Tank #2 Tank Construction Plans due to financing from the American Reinvestment and Recovery Act of 2009.

<u>Kevin L. Robertson</u>	<u>President</u>
(Name - Print)	(Title of person authorized to sign)
<u></u>	
(Signature)	
<u>7/16/10</u>	<u>Sierra Nevada Construction, Inc.</u>
(Date)	(Company)

END OF SECTION

END OF BID PROPOSAL

**RDC, Inc.****RESOURCE DEVELOPMENT COMPANY**

Carson City Purchasing and Contracts
201 North Carson Street, Suite 3
Carson City, Nevada 89701

July 21, 2010

ATTENTION: Sandy Scott-Fisher, Contracts Coordinator

REFERENCE: Prison Hill Water Tank #2
Advertised Bid #1011-051

Dear Ms. Scott-Fisher:

Please accept this letter as our 'Notice of Protest of Award of Contract' for the above referenced project bid 16 July 2010.

Our protest is based upon the following two points.

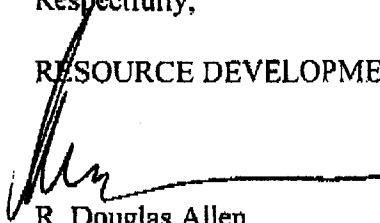
1. The low bidding contractor appears to have subcontracted more than 50% of bid. This would be in violation of Paragraph P, Page 1TB-5 in the 'Instructions to Bidders'. Please review Bid Items BP 16, 17 & 18. The work is being performed by the listed subcontractor.
2. The low bidding contractor failed to list an electrical subcontractor on BP 12. The contractor is not properly licensed to perform electrical work and is also in violation of Paragraph E-11, Page 1TB-7 of the 'Instructions to Bidders'.

This protest is being initiated in accordance with NRS 338.142. If Carson City requires our firm to post a bond per Paragraph 3 of NRS 338.142, please advise.

Should additional information be required, please contact our office.

Respectfully,

RESOURCE DEVELOPMENT COMPANY



R. Douglas Allen
Vice President

cc: Mark Brethauer, Carson City Public Works

1475 Linda Way, Sparks, Nevada 89431-5598
(775) 356-8004 / Fax (775) 356-0610
Nevada License No. 12777AB / California License No. 461393AB

SNC**Sierra Nevada Construction, Inc.**

P.O. Box 50760 Sparks, NV 89435
Phone (775) 355-0420 Fax (775) 355-0535

Date: July 16, 2010

FACSIMILE TRANSMITTAL SHEET

To : Sandy Scott	From : Darcy Wagner
Company: Carson City	Re: Prison Hill Water Tank #2
Fax # 775-887-2107	
Phone #	
Pages including cover : 4	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

Message:

Following please find the subcontractor listings.

***All information enclosed is therefore dedicated for whom it is addressed to and those that receive this and any enclosures attached will keep all information confidential.**

shared files/forms/correspondence/fax

BID PROPOSAL

SUBCONTRACTORS

Previously
listed

BP. 32 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 Northern Nevada Concrete	Address 12240 Hidden Hills Drive, Sparks, NV 89441	
Phone (775) 342-6240	Nevada Contractor License # 55920	Limit of License 4,000,000
Description of work CONCRETE (PORTAL)		
Name of Subcontractor RUSTIN FENCE	Address 480 MORRILL AVE, Reno, NV 89512	
Phone (775) 786-6002	Nevada Contractor License # 77982	Limit of License UNLIMITED
Description of work FENCE & GATES		
Name of Subcontractor CRESTLINE ELECT.	Address 6290 SALK ROAD, CARSON CITY, NV 89706	
Phone (775) 841-5558	Nevada Contractor License # 50401	Limit of License 1,200,000
Description of work ELECTRICAL		
Name of Subcontractor SOIL TECH	Address 6420 South Cameron, Suite 207, Las Vegas, NV 89118	
Phone (702) 873-2023	Nevada Contractor License # 33450	Limit of License 2,000,000
Description of work SEEDING (PORTAL)		
Name of Subcontractor MAPA SURVEYS	Address 9498 DOUBLE 'R' BLVD, Suite B, Reno, NV 89521	
Phone (775) 842-2421	Nevada Contractor License # N/A	Limit of License N/A
Description of work SURVEY		

BID PROPOSAL

SUBCONTRACTORS

three lowest
bidders
2 hours

BP.31 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	
SPRESS CONSTRUCTION	P.O. Box 2849, Santa Maria, CA 93457	
Phone	Nevada Contractor License #	Limit of License
(805) 937-5859	38929	UNLIMITED
Description of work		
STEEL TANK (Partial), CONTAINERS, DISINFECT		
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

three lowest
bidders
2 hrs.

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. 1011-051
PROJECT NO. (S) 6-6019

CONTRACTOR Sierra Nevada Construction, Inc.
ADDRESS PO Box 50760
Sparks, NV 89435

BID AMOUNT \$ 1,237,007.00

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
SPRESS CONSTRUCTION	16 (partial), 17, 18, 19	STEEL TRUCK, COATINGS, DISINTEGR partial		X

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

[Signature]
CONTRACTOR'S SIGNATURE

7/16/10
DATE

TELEPHONE NO. () 775-355-0420