

**City of Carson City
Agenda Report**

Date Submitted: December 7, 2010

Agenda Date Requested: December 16, 2010

Time Requested: 5 Minutes

Labor Commissioner PWP # CC-2011-050

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: Action to determine that Q & D Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No 1011-157 Wastewater Reclamation Plant North Lift Pump Station Improvements for a bid amount of \$ 1,754,500.00 plus a 15% contingency amount not to exceed \$ 263,000.00 to be funded from the Sewer Capitalization – WWTP North Lift Station as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Staff Summary: Carson City received sealed bids for the Wastewater Reclamation Plant North Lift Pump Station Improvements. Project consists of, but is not limited to, construction of a 5th Street Influent Structure, a new North Lift screening structure with associated mechanical screen, washer compactor, manual screen bypass, packaged odor scrubber equipment, excavation, paving, connecting piping, electrical and instrumentation. Also included are Bid Alternate A, which entails construction of approximately 270 linear feet of 24-inch forcemain with buried meter vault and Bid Alternate B, which entails construction of approximately 340 linear feet of 8-inch collection line and associated manhole. The time of completion for this project is three-hundred calendar days from the date of the Notice to Proceed anticipated to be December 27, 2010.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Q & D Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No 1011-157 Wastewater Reclamation Plant North Lift Pump Station Improvements for a bid amount of \$ 1,754,500.00 plus a 15% contingency amount not to exceed \$ 263,000.00 to be funded from the Sewer Capitalization- WWTP North Lift Station as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: **NOTICE TO CONTRACTORS** were distributed on November 1, 2010 and the **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on October 30, 2010.

The bids were opened at approximately 11:10 a.m. on November 30, 2010 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Michael Rich, Q & D Construction; Dave Backman, K.G. Walters; Kyle Menath, JBI Water and Waste Water Equipment; Karen Petersen, Spiess Construction; Eric Slupianek; Syblon Reid; Tom Guinn, Public Works; Kim Belt, Public Works; and Sandy Scott-Fisher, Purchasing and Contracts Coordinator.

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

Name of Bidder	Total Award Amount
Q & D Construction, Inc.	\$1,754,500.00

K.G. Walters Construction, Co.	\$1,864,800.00
Syblon Reid	\$2,274,600.00
Spieß Construction, Co.	\$3,141,251.00

A fifteen percent contingency has been added to the bid amount due to the complexity of the project and the age of the Wastewater Treatment Plant (WWTP). As part of the project, sixty percent of the City's wastewater will need to be managed through the process of by-pass pumping; carrying environmental risks and hazards should problems arise. Additionally, the WWTP was constructed in the early 1960's and the potential of discovering the need for concrete rehabilitation/repair or unknown utilities is amplified.

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

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

Engineers Estimate: \$2,667,200.00

Project Budget: \$2,850,000.00

Fiscal Impact: Not to exceed \$2,017,500.00

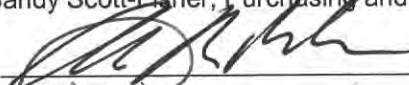

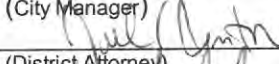
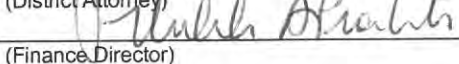
Explanation of Impact: If approved the below referenced account could be decreased by \$2,017,500.00.

Funding Source: 515-0000-434-7984 Sewer Capitalization-WWTP North Lift Station as provided in FY 2010/2011.

Alternatives: Determine another bidder is the lowest and most responsible and responsive bidder pursuant to N.R.S. Chapter 338 or do not award contract.

Supporting Material: Bid Tabulation, Contract No. 1011-157, and Bid Response from Q & D Construction, Inc.

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

Reviewed By:  Date: 12-6-10
 (Public Works)
 Date: 12/7/10
 (City Manager)
 Date: 12/6/10
 (District Attorney)
 Date: 12/7/10
 (Finance Director)

Board Action Taken:

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

 (Vote Recorded By)

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

<http://www.carson.org/index.aspx?page=998>

Bid# 1011-157 Wastewater Reclamation Plant North Lift Pump Station Improvements

Date and Time of Bid Opening: November 30, 2010 @ 11:10 am

Description		Bidder # 1		Bidder # 2	
BONDING Provided, \$, %, or no		Q&D Construction, Inc.		K.G. Walters Construction, Co	
PREFERENTIAL Bidder Status		5%		5%	
BIDDER acknowledges receipt addendums		N/A		N/A	
Description		Unit Price	Total price	Unit price	Total Price
		2	2	2	2
Base Bid					
1	Mobilization, Demobilization and Clean-up	1	\$100,000.00	LS	\$100,000.00
2	Subsurface Utility Engineering in accordance with Specification Section 02280	1	\$5,000.00	LS	\$5,000.00
3	5th Street Influent Structure and associated Yard Piping	1	\$165,000.00	LS	\$165,000.00
4	North Lift Pump Station Screenings Structure with associated Equipment	1	\$890,000.00	LS	\$1,056,800.00
5	North Lift Pump Station Packaged Odor Scrubber	1	\$50,000.00	LS	\$50,000.00
6	Temporary Bypass Pumping in accordance with Specification Section 02550	1	\$190,000.00	LS	\$190,000.00
7	All remaining Work for the Base Bid Project excluding Bid Alternates not included in previous Bid Items	1	\$55,000.00	LS	\$25,000.00
Total of Schedule A:			\$1,455,000.00		\$1,516,800.00
Bid Alternate 'A' Bid Schedule:					
8	Provide and install 24-inch Raw Waste Water (RW) Force Main	270	\$350.00	LF	\$94,500.00
9	Provide and Install North Lift Meter Vault	1	\$173,000.00	LS	\$173,000.00
Total of Bid Alternate 'A':			\$267,500.00		\$308,800.00
Bid Alternate 'B' Bid Schedule					

Description		Bidder # 1		Bidder # 2	
		Q&D Construction, Inc.		K.G. Walters Construction, Co	
10	Provide and Install 8-inch Raw Waste Water (RW) Riverview Estates Piping	340	LF	\$80.00	\$27,200.00
11	Provide and Install Epoxy-Coated Manhole associated with 8-inch RW Riverview Estates	1	LS	\$4,800.00	\$12,000.00
Total of Bid Alternate 'B':				\$32,000.00	\$39,200.00
<hr/>					
12	Total Bid Price including Base Bid and Bid Alternate 'A' Only	1	LS	\$1,722,500.00	\$1,825,600.00
13	Total Bid Price including Base Bid and Bid Alternate 'B' Only	1	LS	\$1,487,000.00	\$1,556,000.00
14	Total Bid Price including Base Bid, Bid Alternate 'A' and Bid Alternate 'B'	1	LS	\$1,754,500.00	\$1,864,800.00
<hr/>					
Total Bid Price written in words? y/n				Yes	Yes
Bidder Information provided? y/n				Yes	Yes
Sub Contractors listed? y/n or none				Yes	Yes
Bid Document executed? y/n				Yes	Yes
END OF DOCUMENT					

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

<http://www.carson.org/index.aspx?page=998>

Bid# 1011-157 Wastewater Reclamation Plant North Lift Pump Station Improvements

Date and Time of Bid Opening: November 30, 2010 @ 11:10 am

Description		Bidder # 3		Bidder # 4		
		Syblon Reid		***Spiess Construction Co		
BONDING Provided, \$, %, or no		5%		5%		
PREFERENTIAL Bidder Status		N/A		N/A		
BIDDER acknowledges receipt addendums		2		2		
Description	Sched Value	Unit	Unit Price	Total price	Unit price	Total Price
Base Bid						
1	Mobilization, Demobilization and Clean-up	1	LS	\$100,000.00	\$237,000.00	\$237,000.00
2	Subsurface Utility Engineering in accordance with Specification Section 02280	1	LS	\$15,000.00	\$53,500.00	\$53,500.00
3	5th Street Influent Structure and associated Yard Piping	1	LS	\$150,000.00	\$175,000.00	\$175,000.00
4	North Lift Pump Station Screenings Structure with associated Equipment	1	LS	\$776,000.00	\$815,000.00	\$815,000.00
5	North Lift Pump Station Packaged Odor Scrubber	1	LS	\$32,000.00	\$251,000.00	\$251,000.00
6	Temporary Bypass Pumping in accordance with Specification Section 02550	1	LS	\$450,000.00	\$513,000.00	\$513,000.00
7	All remaining Work for the Base Bid Project excluding Bid Alternates not included in previous Bid Items	1	LS	\$440,000.00	\$751,751.00	\$751,751.00
Total of Schedule A:				\$1,963,000.00	\$2,796,251.00	
Bid Alternate 'A' Bid Schedule:						
8	Provide and install 24-inch Raw Waste Water (RW) Force Main	270	LF	\$540.00	\$145,800.00	\$360.00
9	Provide and Install North Lift Meter Vault	1	LS	\$136,000.00	\$136,000.00	\$175,000.00
Total of Bid Alternate 'A':				\$281,800.00	\$272,200.00	
Bid Alternate 'B' Bid Schedule						

Description		Bidder # 3		Bidder # 4	
10	Provide and Install 8-inch Raw Waste Water (RW) Riverview Estates Piping	340	LF	\$70.00	\$23,800.00
11	Provide and Install Epoxy-Coated Manhol associated with 8-inch RW Riverview Estates	1	LS	\$6,000.00	\$32,000.00
Total of Bid Alternate 'B':				\$29,800.00	\$72,800.00
<hr/>					
12	Total Bid Price including Base Bid and Bid Alternate 'A' Only	1	LS	\$2,244,800.00	\$3,068,451.00
13	Total Bid Price including Base Bid and Bid Alternate 'B' Only	1	LS	\$1,992,800.00	\$2,869,051.00
14	Total Bid Price including Base Bid, Bid Alternate 'A' and Bid Alternate 'B'	1	LS	\$2,274,600.00	\$3,141,251.00
<hr/>					
Total Bid Price written in words? y/n				Yes	Yes
Bidder Information provided? y/n				Yes	Yes
Sub Contractors listed? y/n or none				Yes	Yes
Bid Document executed? y/n				Yes	Yes
END OF DOCUMENT					

*** Mathematical Error in Bid

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-157

Wastewater Reclamation Plant North Lift Pump Station Improvements

THIS CONTRACT made and entered into this 16th day of December, 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 Q & D 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. 1011-157**, titled "**WASTEWATER RECLAMATION PLANT NORTH LIFT PUMP STATION IMPROVEMENTS**" 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.

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

Notice to CONTRACTOR shall be addressed to:

Jeff Bean, Project Manager - Estimator
Q & D Construction, Inc.
1050 South 21st Street
Sparks, NV 89431
775-786-2677/FAX 775-786-5136
jbean@qdconstruction.com

Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
SScott@carson.org

COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of One Million, Seven Hundred Fifty-Four Thousand, Five Hundred Dollars and No Cents (\$1,754,500.00).

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

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CONTRACTOR for damages, due to breach of contract, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

Termination for Nonappropriation:

The continuation of this Contract beyond June 30, 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.

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When any of the above reasons exist, CITY may provide, without prejudice to any other rights or remedies of CITY and after giving CONTRACTOR and CONTRACTOR'S Surety, seven (7) calendar days written notice, terminate employment of CONTRACTOR and may, subject to any prior rights of the surety:

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

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

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

If CITY terminates this Contract for one of the reasons stated 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;

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

SCOPE OF WORK

The parties agree that the scope of work will be specifically described and hereinafter referred to as the **WORK**. This Contract incorporates the following attachments, a **CONTRACTOR'S** attachment shall not contradict or supersede any **OWNER** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

CONTRACTOR agrees that the Contract Documents for Bid No. 1011-157 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

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

LIMITED LIABILITY

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

FORCE MAJEURE

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

INDEMNIFICATION

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

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

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

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional 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.

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INDEPENDENT CONTRACTOR

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

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

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

CONTRACTOR shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

COMPLIANCE WITH LEGAL OBLIGATIONS

Pursuant to NRS 338.153, a public body shall include in each contract for a public work a clause requiring each Contractor, subcontractor and other person who provide labor, equipment, materials, supplies and services for the public work to comply with the requirements of all applicable state and local laws, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-157
Wastewater Reclamation Plant North Lift Pump Station Improvements

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision does not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

ASSIGNMENT/DELEGATION

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **OWNER**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **OWNER**.

CITY OWNERSHIP OF PROPRIETARY INFORMATION

Any files, reports, histories, studies, test, manuals, instruction, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be exclusive property of the City of Carson City, Nevada, and such materials shall be delivered into **OWNER'S** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **OWNER**. Notwithstanding the foregoing, **OWNER** shall have no proprietary interest in any materials license for use by **OWNER** that are subject to patent, trademark or copyright protection.

OWNER shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **OWNER** will have duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332,061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONFIDENTIALITY

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

FEDERAL FUNDING

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-157
Wastewater Reclamation Plant North Lift Pump Station Improvements

transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp.19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

CONTRACTOR and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101.36.999, inclusive, and any relevant program-specific regulations.

CONTRACTOR and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulation, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap conditions (including AIDS and AIDS-related conditions).

LOBBYING

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

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

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

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

PROPER AUTHORITY

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

GOVERNING LAW: JURISDICTION

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principal of conflict-of-law that would require the application of the law any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

ENTIRE CONTRACT AND MODIFICATION

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-157

Wastewater Reclamation Plant North Lift Pump Station Improvements

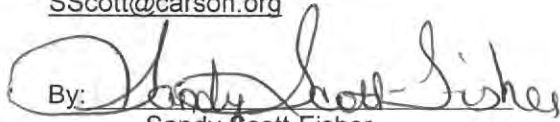
AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

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 12/6/10

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

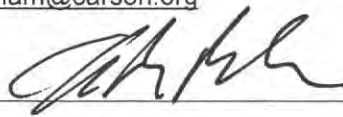
I have reviewed this Contract and approve
as to its legal form.

By: 
Deputy District Attorney

Dated 12/6/10

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. 7367
Fax: 775-887-2164
ABurnham@carson.org

By: 

Dated 12-6-10

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-157
Wastewater Reclamation Plant North Lift Pump Station Improvements

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

CONTRACTOR
BY: Lance Semenko
TITLE: Senior Vice President
FIRM: Q & D Construction, Inc.
CARSON CITY BUSINESS LICENSE #: 10-00004129
NEVADA CONTRACTOR'S LICENSE #: 8197
Address: 1050 S. 21st Street
City: Sparks **State:** NV **Zip Code:** 89431
Telephone: 775-786-2677/**Fax:** 775-786-5136
E-mail Address: lsemenko@qdconstruction.com

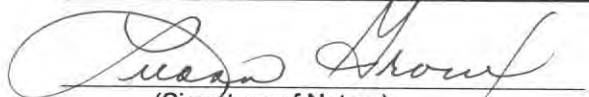


(Signature of Contractor)

DATED 12-7-10

STATE OF Nevada)
County of Washoe)ss

Signed and sworn (or affirmed) before me on this 7th day of December, 2010, by



(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-157
Wastewater Reclamation Plant North Lift Pump Station Improvements

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 16, 2010 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1011-157** and titled **"WASTEWATER RECLAMATION PLANT NORTH LIFT PUMP STATION IMPROVEMENTS"**. 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 16th day of December, 2010.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 16th day of December, 2010.

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Q & D CONSTRUCTION, INC.
 as Principal, hereinafter called Contractor, and Western Surety 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% of attached bid 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 #1011-157** and titled "WASTEWATER RECLAMATION
 PLANT NORTH LIFT PUMP STATION IMPROVEMENTS".

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 23 day of November 2010

Signature of Principal: [Signature]

Title: SENIOR VP

Firm: Q & D Construction, Inc.

Address: P O Box 10865

City/State/Zip Code: Sparks, NV 89510

Written Name of Principal: LANCE SEMENKO

ATTEST NAME [Signature]

Signature of Notary: [Signature]

(Seal)



Subscribed and sworn before me this 23 day of November 2010
 (printed name of notary) Notary Public for the State of Nevada

Claims Under this Bond May Be Addressed to:	
Name of Surety	<u>Western Surety Company</u>
Address	<u>2210 Plaza Dr.</u>
City	<u>Rocklin</u>
State/Zip Code	<u>CA 95765</u>
Name	<u>Lori Jones</u>
Title	<u>Attorney-In-Fact</u>
Phone	<u>775-996-6037</u>
Surety's Acknowledgement	<u>[Signature]</u>

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Lori Jones, Kim Peyton, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 5th day of December, 2008.

WESTERN SURETY COMPANY



Paul T. Bruflat

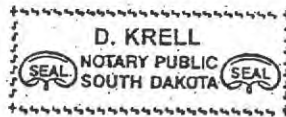
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of December, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of November, 2010.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

BID PROPOSAL

BID # 1011-157

BID TITLE: WASTEWATER RECLAMATION PLANT NORTH LIFT PUMP STATION IMPROVEMENTS

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 1,2 Addendums.

SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price	
BASE BID					
BP.1	Mobilization, Demobilization and Clean-up	1	LS	100,000. ⁰⁰	100,000. ⁰⁰
BP.2	Subsurface Utility Engineering in accordance with specification section 02280	1	LS	5,000. ⁰⁰	5,000. ⁰⁰
BP.3	5 TH Street Influent Structure and associated yard piping	1	LS	165,000. ⁰⁰	165,000. ⁰⁰
BP.4	North Lift Pump Station Screenings Structure with associated equipment	1	LS	890,000. ⁰⁰	890,000. ⁰⁰
BP.5	North Lift Pump Station Packaged Odor Scrubber	1	LS	50,000. ⁰⁰	50,000. ⁰⁰
BP.6	Temporary Bypass Pumping in accordance with specification section 02550	1	LS	190,000. ⁰⁰	190,000. ⁰⁰
BP.7	All remaining Work for the Base Bid Project excluding Bid Alternates not included in previous bid items	1	LS	55,000. ⁰⁰	55,000. ⁰⁰
Total Base Bid Price (sum of BP.1 through BP.7)				1,455,000.⁰⁰	
BID ALTERNATE 'A' BID SCHEDULE					
BP.8	Provide and install 24-inch Raw Waste Water (RW) force main	270	LF	350. ⁰⁰	94,500. ⁰⁰
BP.9	Provide and install North Lift Meter Vault	1	LS	173,000. ⁰⁰	173,000. ⁰⁰
Total Bid Alternate 'A' Bid Price (sum of BP.8 through BP.9)				267,500.⁰⁰	
BID ALTERNATE 'B' BID SCHEDULE					
BP.10	Provide and install 8-inch Raw Waste Water (RW) Riverview Estates Piping	340	LF	80. ⁰⁰	27,200. ⁰⁰

BP-2

BID PROPOSAL

Description	Scheduled Value	Unit	Unit Price	Total Price
BP. 11 Provide and install epoxy-coated manhole associated with 8-inch RW Riverview Estates Piping	1	LS	4,800. ⁰⁰	4,800. ⁰⁰
Total Bid Alternate 'B' Bid Price (sum of BP.10 through BP.11)				32,000.⁰⁰
BID PRICE SUMMARY				
BP. 12 Total Bid Price including Base Bid and Bid Alternate 'A' only	1	LS	1,722,500. ⁰⁰	
BP. 13 Total Bid Price including Base Bid and Bid Alternate 'B' only	1	LS	1,487,000. ⁰⁰	
BP. 14 Total Bid Price including Base Bid, Bid Alternate 'A' and Bid Alternate 'B'	1	LS	1,754,500. ⁰⁰	

BP. 15 Total Bid Price including Base Bid and Bid Alternate 'A' only Bid Price Written in Words:

One Million Seven Hundred Twenty Two Thousand Five Hundred Dollars And Zero cents

BP. 16 Total Bid Price including Base Bid and Bid Alternate 'B' only Bid Price Written in Words:

One Million Four Hundred Eighty Seven Thousand Dollars And Zero cents

BP. 17 Total Bid Price including Base Bid, Bid Alternate 'A' and Bid Alternate 'B' Bid Price Written in Words:

One Million Seven Hundred Fifty Four Thousand Five Hundred Dollars And Zero cents

BID PROPOSAL

BASE BID EQUIPMENT SCHEDULE (Include with Bid Proposal)

SECTION	DESCRIPTION	EQUIPMENT FOR BASE BID PRICE		"OR EQUAL" ALTERNATIVE	
		"BASE BID"		"ALTERNATIVE" MANUFACTURER AND MODEL	DEDUCT AMOUNT FOR "OR EQUAL"
11293	Stainless Steel Slide Gates	<input type="checkbox"/> Rodney Hunt Company <input checked="" type="checkbox"/> Waterman Industries, Inc.		_____ _____ N/A LS Golden Harvest	\$ 5,000. ⁰⁰
11332B	Mechanical Screen and Washer Compactor System	<input checked="" type="checkbox"/> Duperon Corp. FlexRake		_____ _____ N/A	\$
11395	Packaged Odor Scrubber	<input type="checkbox"/> Siemens Water Technologies <input checked="" type="checkbox"/> Calgon Carbon Corporation		_____ _____ N/A	\$
<p>NOTE: Only the manufacturers indicated may be used for the 'Base Bid' column. The name of the manufacturer used by the CONTRACTOR to establish the Base Bid Price must be identified. Failure to indicate the name of the manufacturer for any listed material or equipment may be cause for rejection of the CONTRACTOR'S bid.</p>					

BID PROPOSAL

BP. 18 BIDDER INFORMATION:

Company Name:	QID CONSTRUCTION, INC
Federal ID No.:	88 0101010
Mailing Address:	1050 S. 21 ST ST
City, State, Zip Code:	SPARKS NV 89431
Complete Telephone Number:	775 786 2677
Complete Fax Number:	775 786 5136
E-mail:	lsementko@qdconstruction.com
Contact Person / Title:	JEFF BEAN / PROJECT MGR - ESTIMATOR
Mailing Address:	1050 S 21 ST ST
City, State, Zip Code:	SPARKS NV 89431
Complete Telephone Number:	775 786 2677
Complete Fax Number:	775 786 5136
E-mail Address:	jbean@qdconstruction.com

BP. 19 LICENSING INFORMATION:

Nevada State Contractor's License Number:	8197
License Classification(s):	A/B
Limitation(s) of License:	UNLIMITED
Date Issued:	8/26/1986
Date of Expiration:	8/31/2011
Name of Licensee:	NORM DEANDA
Carson City Business License Number:	10-00004129
Date Issued:	12/16/09
Date of Expiration:	12/31/10
Name of Licensee:	QID CONSTRUCTION, INC

BID PROPOSAL

BP.20 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:	1964
Name of Corporation:	QID CONSTRUCTION, INC
Mailing Address:	1050 S. 21 ST ST
City, State, Zip Code:	SPAZES, NV 89431
Telephone Number:	(775) 786 2677
President's Name:	⁸⁵ 775 786 5136 NORN DEANDA
Vice-President's Name:	LANCE SEMENKO
Other 1) Name:	LAURA DEANDA
Title:	SECRETARY
Other 2) Name:	
Title:	

BID PROPOSAL

BP. 21 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) LANCE SEMENKO	17
Title 1) SR VP	
Name 2) MIKE DOUGLAS	9
Title 2) CHIEF ESTIMATOR	
Name 3) ROY HALBURTON	17
Title 3) GENERAL SUPERINTENDENT	
Name 4) ROB BAGLEY	17
Title 4) GENERAL SUPERINTENDENT	
Name 5) CRAIG LYNCH	11
Title 5) STRUCTURES SUPERINTENDENT	
Name 6) JEFF BEAN	8
Title 6) PROJECT MANAGER / ESTIMATOR	

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

BID PROPOSAL

BP. 22 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): Silver Springs Mutual Water Company
Contract Person: Don Allen
Mailing Address: PO Box 285
City, State, Zip Code: Silver Springs, NV 89429
Complete Telephone Number: 775-577-2223
E-Mail Address: ss mwc@sbglobal.net
Project Title: Silver Springs Water Treatment Plant
Amount of Contract: \$2,098,000
Scope of Work: Arsenic treatment plant w/ building, piping, mechanical
Company Name 2): Herlong Public Utility District
Contract Person: Pat Williams
Mailing Address: PO Box 515
City, State, Zip Code: Herlong, CA 96113
Complete Telephone Number: 530-627-3150
E-Mail Address: pat@herlongpud.com
Project Title: Herlong Transmission Mains + Pump Station
Amount of Contract: \$2,654,000
Scope of Work: Water transmission mains, booster pump station, + water storage tank.
Company Name 3): City of Reno
Contract Person: Kerrie Koskie
Mailing Address: 350 S. Center Street
City, State, Zip Code: Reno, NV 89501
Complete Telephone Number: 775-334-3304
E-Mail Address: koskik@reno.gov

BID PROPOSAL

Project Title:	2006 Sewer Rehab Phase 1
Amount of Contract	\$3,927,432
Scope of Work:	Replacement of sewer mains including sewer bypassing
Company Name 4):	See attached
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

Completed Public Works Projects

Project Name/Location	Description	Year Completed	Project Value	Operator / Owner	Designer	Reference
TMWA 2007/2008 Water Main Replacement	Replace 14835 LF of 6" and 8" Waterline including retrofit replacement of 286 Water Services	October 2007	\$2,000,000	TMWA / TMWA	GA Engineering, Reno	Justine Chambers TMWA 1355 Capital Blvd Reno, NV 89502 (775) 834-8285
TMWA 2008 / 2009 Water Main Replacement	Replace 13000-LF of Water Main and Transmission Main in Reno including Retrofit Replacement of Water Services to existing residences	January 2009	\$4,550,000	TMWA / TMWA	GA Engineering, Reno	Justine Chambers TMWA 1355 Capital Blvd Reno, NV 89502 (775) 834-8285
TMWA 2008 North Virginia Street Water Main Replacement	Install 3865 LF of water main on Virginia Street beginning May 2008 and ending July 2008. This project included the a Jack and Bore beneath an existing large diameter storm drain.	August 2008	\$800,000	TMWA / TMWA	GA Engineering, Reno	Justine Chambers TMWA 1355 Capital Blvd Reno, NV 89502 (775) 834-8285
Hawthorne Utility Improvements	Construct 19000-LF of Sewer Main, 27700-LF of Water Main, two Jack and Bores beneath US 95 in Hawthorne, and the associated Pressure Reducing Valves	May 2008	\$2,000,000	Mineral County / Hawthorne Utilities	AMEC, Sparks	Stephen Gustafson Hawthorne Utilities 395 E Street Hawthorne, NV 89415 (775) 945-2486
Golden Eagle Park	Construct a 120-Acre Park including 4200-LF of 8" Sewer Main, 900-LF of 6" Water, 13400-LF of 8" Water, 8700-LF of 8" Effluent Water Main, 7000-LF of Stormdrain, 7500-LF of Gas Line, and a Sewer Lift Station	February 2008	\$21,000,000	City of Sparks (Effluent Mains) / TMWA (Water Mains)	Stanlec, Sparks	Chris Cobb City of Sparks 431 Prater Way Sparks, NV 89431 (775) 353-7823
2003 Sewer Rehabilitation Project Phase I	Remove and Replace 11500-LF of Sewer Main and Replace / Rehabilitate the associated Sewer Laterals	September 2003	\$2,900,000	City of Reno / City of Reno		Kerri Koski City of Reno 350 South Center Reno, NV 89501 (775) 334-3304

Completed Public Works Projects

<p>2004 Sewer Rehabilitation Project Phase I</p>	<p>Remove and Replace 10300-LF of Sewer Main and Replace / Rehabilitate the associated Sewer Laterals</p>	<p>May 2004</p>	<p>\$2,500,000</p>	<p>City of Reno / City of Reno</p>	<p>Kerri Koski City of Reno 350 South Center Reno, NV 89501 (775) 334-3304</p>
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<p>D'Andrea Effluent Line & Booster Pump</p>	<p>Installation of a Booster Pump System with Telemetric components and 250-LF of 6" Effluent Water Main</p>	<p>December 2009</p>	<p>\$255,000</p>	<p>City of Sparks / City of Sparks</p>	<p>Andy Hummel City of Sparks 431 Prater Way Sparks, NV 89431 (775) 353-2300</p>
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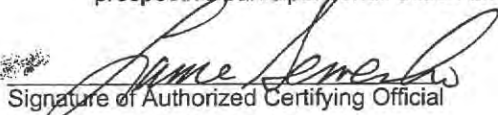
<p>Fernley Sewer Lift Station Rehabilitation</p>	<p>Upgrade and Update a Sewer Lift Station and Screening Operation in Fernley, Nevada</p>	<p>August 2007</p>	<p>\$2,400,000</p>	<p>City of Fernley / City of Fernley</p>	<p>TRC, Reno Lowell Patton City of Fernley 595 Silver Lace Blvd. Fernley, NV 89408 (775) 784-9929</p>
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BID PROPOSAL

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

BP. 23

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

LANCE SEMENKO
Printed Name

SR VP
Title

11/30/10
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	0.83	3 ⁰⁸
2006	0.94	2 ⁴⁵

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. 24 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	Address	
Central Sierra Elect.	Jackson CA.	
Phone	Nevada Contractor License #	Limit of License
209-223-3363	43473	8.9 million
Description of work		
ELECTRICAL		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 25 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 HARRIS SALVAGE		Address 70 LINNEHAN ROAD, CARSON CITY, NV	
Phone (775) 246 8622	Nevada Contractor License # 47749	Limit of License UNLIMITED	
Description of work REINFORCING STEEL			
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. 26 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. 1011-157 CONTRACTOR QID CONSTRUCTION, INC
 PROJECT NO. (S) PWP CC 2011 OSD ADDRESS 1050 S. 21ST ST
SPRINGS, NV 89431
 BID AMOUNT \$ 1,455,000.00

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
HARRIS SALTINAS REGAR	3,4,5,7,9	REINFORCING STEEL	1	X

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


 CONTRACTOR'S SIGNATURE
 11/30/10
 DATE
 TELEPHONE NO. (705) 286-2677

BID PROPOSAL

FEDERAL AID PROJECT CARSON CITY BIDDER SUBCONTRACTOR INFORMATION

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

CONTRACT NO. 1011-157 CONTRACTOR QID CONSTRUCTION, INC
 PROJECT NO. (S). PWP 022011-050 ADDRESS 1050 S. 2ND ST
SPARKS NV 89431

BID AMOUNT \$ 1,455,000.00

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
Central Sierra Elect.	4,9	ELECTRICAL		X

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


 CONTRACTOR'S SIGNATURE

11/30/10
 DATE

TELEPHONE NO. (775) 86 2677

BID PROPOSAL

INSTRUCTIONS

MBE/WBE UTILIZATION UNDER FEDERAL GRANTS COOPERATIVE AGREEMENTS, AND OTHER FEDERAL FINANCIAL ASSISTANCE Standard Form 334

General Instructions:

MBE/WBE utilization is based on Executive Orders 11625, 12138 and 12432 and OMB Circular A-102. Standard Form 334 must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance valued at \$500,000 or more and which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report to agency award officials within one month following the end of each Federal fiscal year quarter (i.e. January 31, April 30, July 31 and October 31) during which any procurement in excess of \$10,000 is actually executed under this assistance agreement.

Definitions

Procurement is the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned 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.

There is no standard definition of *minority individuals* used by all Federal financial assistance agencies. However, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625. The reporting contact at your Federal financial assistance agency can provide additional information.

¹There is no reporting threshold for the Environmental Protection Agency (EPA). Recipients of EPA financial assistance must report under all assistance agreements regardless of the size of the award

A *woman business enterprise* (WBE) is a business concern 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.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

The following affirmative steps for utilizing MBEs and WBEs are suggested:

1. Inclusion of MBEs/WBEs on solicitation lists.
2. Assure MBEs/WBEs are solicited once they are identified.
3. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.
4. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, sub-agreement, or contract award take the affirmative steps outlined here.

Instructions for Part I:

1. Complete Federal fiscal year and check applicable reporting quarter. (Federal fiscal year runs from October 1 through September 30.)
2. Identify the federal financial assistance department or agency including the bureau office or other subactivity which administers your financial assistance agreement.
3. Identify the agency, state, authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.
- 4a. Assistance agreement number assigned by

BID PROPOSAL

Federal financial assistance agency.

4b. If appropriate, identify specific department or agency Federal financial assistance program under which this project is awarded.

4c. Check type of Federal assistance.

5a. Period during which contracts and other purchases under this award will actually be executed.

5b. Includes procurement using Federal funds plus recipient matching funds and funds from other sources.

5c. Portion of total procurement dollars recipient plans to spend with MBEs or WBEs this fiscal year. With the concurrence of the Federal financial assistance agency, a fair share goal shall be determined by each recipient.

5d. Dollar amount of all MBE/WBE contracts awarded under this assistance agreement this quarter.

5e. Check only if one or more procurements in excess of \$10,000 were executed this reporting quarter but no MBE/WBE procurements occurred. Sign and date form and return it to Federal financial assistance agency.

6. Additional comments or explanations. Please refer to specific item number(s) if appropriate.

7. Name and title of official administrator or designated reporting official.

8. Signature and month, day, year report submitted.

Include all qualifying second tier purchases executed this quarter regardless of when the first tier procurement occurred.

2. Check MBE or WBE.

3. Dollar value of procurement.

4. Date of award, shown as month, day, year.

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if agriculture, 2 if mining, etc.).

6. Name and address of MBE/WBE firm.

Instructions for Part II:

For each MBE/WBE procurement over \$10,000 made under this assistance agreement during the reporting quarter, provide the following information. (Recipients may also report on individual MBE/WBE procurements of less than \$10,000 if they want these credited toward their MBE/WBE goals; however, reporting on smaller procurements is not required.)

1. Check whether this is a *first tier* procurement made directly by Federal financial assistance recipient or other *second tier* procurement made by recipient's subgrantee or prime contractor.

BID PROPOSAL

U.S ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE AGREEMENTS, AND INTERAGENCY AGREEMENTS

PART 1. (NEGATIVE REPORTS ARE REQUIRED)

FEDERAL FISCAL YEAR 200__	REPORTING QUARTER (Check appropriate box) ___ 1 st (Oct-Dec) ___ 2 nd (Jan-Mar) ___ 3 rd (Apr-Jun) ___ 4 th (Jul-Sep)
Federal Financial Assistance Agency U.S. EPA, Region 9 Chief, SRF Program 75 Hawthorne Street San Francisco, CA 94105	3. Reporting Recipient (Name and Address)
Reporting Contact: Phone:	3a. Reporting Contact Phone
SRF Loan #:	4b. SFR Program
Total SRF Amount	5b. Total Contract/Procurement Amount this quarter \$
	5c. Recipient MBE/WBE Goals: MBE ___% WBE ___%
5d. Actual MBE/WBE Procurement Accomplished this reporting period MBE: \$ WBE: \$	5e. Negative Report (see instructions)
Comments:	
Name of Authorized Representative:	Title:
Phone Number:	
Signature of authorized representative	Date:

