

**City of Carson City  
Agenda Report**

**Date Submitted:** July 8, 2011

**Agenda Date Requested:** July 21, 2011

**Time Requested:** Five Minutes

**Labor Commissioner PWP #** CC-2011-300

**To:** Mayor and Supervisors

**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To determine that Frank Lepori Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-241 Carson City Corporate Yard Salt/Cinder Building and Solar Photovoltaic System to Frank Lepori Construction, Inc. for a bid amount of \$515,819.99 which includes an Inverter extended warranty of 20 years plus a contingency amount not to exceed \$51,582.00 to be funded from the Storm Drain – Salt Cover Fund Account as provided in FY 2011/2012. *(Kim Belt)*

**Staff Summary:** Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Carson City Corporate Yard Salt/Cinder Building and Solar Photovoltaic System project consists of installing a complete and turnkey Pre-Fabricated Metal Building, Interior and Exterior Electrical and Lighting System, and Solar Photovoltaic System at the Corporate Yard facility adjacent to the existing Salt Shed.

**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 Frank Lepori Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-241 Carson City Corporate Yard Salt/Cinder Building and Solar Photovoltaic System to Frank Lepori Construction, Inc. for a bid amount of \$515,819.99 which includes an Inverter extended warranty of 20 years plus a contingency amount not to exceed \$51,582.00 to be funded from the Storm Drain – Salt Cover Fund Account as provided in FY 2011/2012. *(Kim Belt)*

**Explanation for Recommended Board Action:** **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on June 17, 2011. The bids were opened at approximately 11:10 a.m. on July 12, 2011 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were Harrison Herrera, Frank Lepori Construction; Julie Miller, Raven Construction; Jonathan Compton, AGATE, Inc.; Andy Burnham, Public Works; Tom Grundy, Public Works; Nick Providenti, Finance Department and Kim Belt, Purchasing and Contracts.

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

<b>Name of Bidder</b>	<b>Total Award Amount</b>
Frank Lepori Construction, Inc.	\$514,382.95
AGATE, Inc.	\$537,024.00
Raven Construction	\$567,122.00

Staff recommends award to Frank Lepori 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:** \$425,000.00

**Project Budget:** \$628,415.00

**Fiscal Impact:** Not to exceed \$567,401.99

**Explanation of Impact:** If approved the below referenced account could be decreased by \$567,401.99

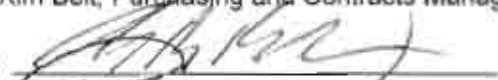


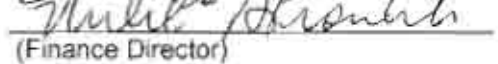
**Funding Source:** Storm Drain – Salt Cover Fund Account - 505-3702-437-7774 as provided in FY 2011/2012. There is currently \$335,940.00 budgeted in this account for FY2011/2012. If the Contract is approved, the account will be augmented in FY 2011/2012.

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

**Supporting Material:** Bid Tabulation Report, Contract No. 1011-241, and Bid Response.

**Prepared By:** Kim Belt, Purchasing and Contracts Manager

**Reviewed By:**

  
\_\_\_\_\_  
(Public Works)  
  
\_\_\_\_\_  
(City Manager)  
  
\_\_\_\_\_  
(District Attorney)  
  
\_\_\_\_\_  
(Finance Director)

Date: 7-12-11  
Date: 7/12/11  
Date: 7/12/11  
Date: 7/12/11

**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-city.nv.us/index.aspx?page=998>

### Notice to Contractors Bid# 1011-241 Carson City Public Works Solar Photovoltaic System

Date and Time of Opening: July 12, 2011 at 11:10 am

Description		Bidder # 1		Bidder # 2		Bidder # 3	
		Frank Lepori Const.	AGATE, Inc.	Raven Construction			
BONDING Provided, \$, %, or no		5%	5%	5%		5%	
PREFERENTIAL Bidder Status and Affidavit attached		Y, Y	Y, Y	Y, Y		Y, Y	
BIDDER acknowledges receipt addendums		1	1	1		1	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price
1 Mobilization, Demolition and Clean-up	1	LS	\$43,857.41	\$43,857.41	\$5,000.00	\$5,000.00	\$8,264.00
2 Excavation, Patch Work	1	LS	\$33,825.75	\$33,825.75	\$15,000.00	\$15,000.00	\$22,456.00
3 Concrete, Foundation, Structural Work	1	LS	\$51,372.03	\$51,372.03	\$90,000.00	\$90,000.00	\$74,891.00
4 Pre-Fabricated Metal Building	1	LS	\$195,207.05	\$195,207.05	\$230,000.00	\$230,000.00	\$253,018.00
5 205 Watt Solar PV Panels	175	EA	\$490.94	\$85,814.50	\$450.00	\$78,750.00	\$572.00
6 30 KW Inverter	1	EA	\$20,466.79	\$20,466.79	\$26,130.00	\$26,130.00	\$21,870.00
7 Racking System	1	LS	\$25,197.97	\$25,197.97	\$26,890.00	\$26,890.00	\$20,520.00
8 Data Acquisition System	1	LS	\$9,125.22	\$9,125.22	\$4,000.00	\$4,000.00	\$5,940.00
9 Shaded Inverter Enclosure & Bolards	1	LS	\$10,359.97	\$10,359.97	\$10,000.00	\$10,000.00	\$10,426.00
10 Interior Lighting Fixtures	30	EA	\$229.74	\$6,892.20	\$233.33	\$7,000.00	\$270.00
11 Exterior Induction Lighting Fixtures	5	EA	\$1,223.48	\$6,117.40	\$1,400.00	\$7,000.00	\$869.00
12 Exterior Wallpack Lighting Fixtures	11	EA	\$103.71	\$1,140.81	\$350.00	\$3,850.00	\$292.00
13 Electrical Outlets & Boxes	13	EA	\$45.49	\$591.37	\$100.00	\$1,300.00	\$248.00
14 Electrical Conduit and Wiring	1	LS	\$17,216.87	\$17,216.87	\$29,654.00	\$29,654.00	\$18,360.00
15 Balance of System	1	LS	\$5,806.67	\$5,806.67	\$2,000.00	\$2,000.00	\$13,824.00
<b>Total Bid Price:</b>			<b>\$514,382.95</b>	<b>\$514,382.95</b>	<b>\$537,024.00</b>	<b>\$537,024.00</b>	<b>\$567,122.00</b>
<b>Alternate Add Pricing</b>							
50 Year Structural, roof and Paint	1	LS	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00
Inverter Extended Warranty of 10 Years	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$3,780.00

Inverter Extended Warranty of 20 Years.	1	LS	\$1,437.04	\$1,437.04	\$4,500.00	\$4,500.00	\$7,560.00
Annual Solar Panel and Wiring Maintenance Services	1	LS	\$1,437.04	\$1,437.04	\$2,000.00	\$2,000.00	\$2,052.00
<hr/>							
Total Bid Price written in words? y/n			Y		Y		Y
Bidder Information provided? y/n			Y		Y		Y
Sub Contractors listed? y/n or none			5%		5%		5%
Bid Document executed? y/n			Y		Y		Y
<b>END OF DOCUMENT</b>							

\*\*\*Mathematical error

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1011-241  
CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND  
SOLAR PHOTOVOLTAIC SYSTEM**

THIS **CONTRACT** made and entered into this 21<sup>st</sup> day of July, 2011, 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 "Frank Lepori Construction, Inc." hereinafter referred to as "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager 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. 1011-241**, titled "**CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND SOLAR PHOTOVOLTAIC SYSTEM**" are both necessary and in the best interest of **CITY**; and

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

**REQUIRED APPROVAL**

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

**CONTRACT TERM AND LIQUIDATED DAMAGES**

**CONTRACTOR** agrees to complete the Work on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of the **OWNER** before final payment is made, unless sooner termination by either party as specified in the General Conditions, section GC 3.18.

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

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

**NOTICE**

Unless otherwise specified, termination shall not be effective until seven (7) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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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:

Frank M. Lepori, President  
Frank Lepori Construction, Inc.  
1475 Hymer Avenue  
Sparks, NV 89341  
775-337-2063/FAX 775-337-2066  
[frank@leporiconstruction.com](mailto:frank@leporiconstruction.com)

Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts  
Kim Belt, Purchasing and Contracts Manager  
201 North Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137 / FAX 775-887-2107  
[KBelt@carson.org](mailto:KBelt@carson.org)

### **COMPENSATION**

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of "Five Hundred and Fifteen Thousand Eight Hundred Nineteen Dollars and Ninety Nine Cents" (\$515,819.99).

**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

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unabsorbed overhead, in the event of a convenience termination.

**Termination for Nonappropriation:**

The continuation of this Contract beyond June 30, 2012 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:



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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;

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

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**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. 1011-241 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 **OWNER** and **CONTRACTOR** cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree

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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.

**INDEPENDENT CONTRACTOR**

An independent contractor is a natural person, firm or corporation who agrees to perform services for a

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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**

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**

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
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SOLAR PHOTOVOLTAIC SYSTEM**

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 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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1011-241  
CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND  
SOLAR PHOTOVOLTAIC SYSTEM**

**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  
1011-241**

**CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND  
SOLAR PHOTOVOLTAIC SYSTEM**

**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: Kim Belt, Purchasing and  
Contracts Manager  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
[KBelt@carson.org](mailto:KBelt@carson.org)

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

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

By: \_\_\_\_\_  
Kim Belt

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**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](mailto:ABurnham@carson.org)

By: \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**1011-241**  
**CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND**  
**SOLAR PHOTOVOLTAIC SYSTEM**

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

**CONTRACTOR**

**BY:** Frank M. Lepori

**TITLE:** President

**FIRM:** Frank Lepori Construction, Inc.

**CARSON CITY BUSINESS LICENSE #:** 11-00020119

**NEVADA CONTRACTOR'S LICENSE #:** 0023372A

**Address:** 1475 Hymer Avenue

**City:** Sparks **State:** Nevada **Zip Code:** 89314

**Telephone:** 775-337-2063/**Fax:** 775-337-2066

**E-mail Address:** frank@leporiconstruction.com

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

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

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

)ss

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

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Frank M. Lepori.

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

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1011-241  
CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND  
SOLAR PHOTOVOLTAIC SYSTEM**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 21, 2011 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1011-241** and titled "**CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND SOLAR PHOTOVOLTAIC SYSTEM**". 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 21<sup>st</sup> day of July, 2011.

**ATTEST:**

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

DATED this 21<sup>st</sup> day of July, 2011.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1011-241  
CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND  
SOLAR PHOTOVOLTAIC SYSTEM  
  
PERFORMANCE BOND**

Doc. No. 2151  
(Rev. 11-17-99)

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_ as Principal, hereinafter called Contractor, and

\_\_\_\_\_ 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 \$ \_\_\_\_\_ Dollars(state sum in Words) \_\_\_\_\_

\_\_\_\_\_ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated July 21, 2011, entered into a contract with the City for **BID # 1011-24** and titled "**CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND SOLAR PHOTOVOLTAIC SYSTEM**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the City and its obligation is not affected by any such alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be, and is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.



# LABOR AND MATERIAL PAYMENT BOND

Doc. No. 2152  
(Rev. 11-17-99)

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called Contractor, and  
\_\_\_\_\_ 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 \$ \_\_\_\_\_ Dollars (state sum in words) \_\_\_\_\_  
\_\_\_\_\_ for  
the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated July 21, 2011 entered into a contract with the  
City for **BID # 1011-241** and titled "**CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND  
SOLAR PHOTOVOLTAIC SYSTEM**" in accordance with drawings and specifications prepared by Carson City  
and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor  
shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably  
required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in  
full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor  
of the Principal for labor, material, or both, used or reasonably required for use in the  
performance of the Contract, labor and material being construed to include that part of water, gas,  
power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the  
Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with the City that every  
claimant as herein defined, who has not been paid in full before the expiration of a period of  
ninety (90) days after the date on which the last of such claimant's work or labor was done or  
performed, or materials were furnished by such claimant, may sue on this bond for the use of  
such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due  
claimant, and have execution thereon. The City shall not be liable for the payment of any costs or  
expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Contractor, shall have  
given written notice to any two of the following: the Contractor, the City, or the Surety  
above named, within ninety (90) days after such claimant did or performed the last of the  
work or labor, or furnished the last of the materials for which said claim is made, stating  
with substantial accuracy the amount claimed and the name of the party to whom the  
materials were furnished, or for whom the work or labor was done or performed. Such  
notice shall be personally served or served by mailing the same by registered mail or  
certified mail, postage prepaid, in an envelope addressed to the Principal at any place the  
Principal maintains an office or conducts its business.
  - b) After the expiration of one (1) year following the date on which the last of the labor was  
performed or material was supplied by the party bringing suit.
  - c) Other than in a court of competent jurisdiction for the county or district in which the  
construction contract was to be performed.

## LABOR AND MATERIAL PAYMENT BOND

Continued for BID #1011-241 and titled "CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND SOLAR PHOTOVOLTAIC SYSTEM"

- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

<b>BY:</b>	<b>(signature of Principal)</b>      <b>L.S.</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Phone:</b>	
<b>Printed Name of Principal:</b>	
<b>Attest by:</b>	<b>(signature of notary)</b>
Subscribed and Sworn before me this            day of            , 2011	

**CLAIMS UNDER THIS BOND  
MAY BE ADDRESSED TO:**

<b>Name of Surety</b>	
<b>Address</b>	
<b>City</b>	
<b>State/Zip Code</b>	
<b>Name</b>	
<b>Title</b>	
<b>Telephone</b>	
<b>Surety's Acknowledgment:</b>	
<b>By:</b>	

**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 service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

# BID PROPOSAL

**BID # 1011-241**

**BID TITLE:** CARSON CITY CORPORATE YARD SALT/CINDER BUILDING AND SOLAR PHOTOVOLTAIC SYSTEM

**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.

**BID SUMMARY**

Description	Scheduled Value	Unit	Unit Price	Total Price
BP.1 Mobilization, Demobilization and Clean-up	1	LS	\$43,857.41	\$43,857.41
BP.2 Excavation, Patch Work	1	LS	\$33,825.75	\$33,825.75
BP.3 Concrete, Foundation, Structural Work	1	LS	\$51,372.03	\$51,372.03
BP.4 Pre-Fabricated Metal Building	1	LS	\$196,207.05	\$196,207.05
BP.5 205 Watt Solar PV Panels	176	EA	\$440.94	\$77,605.03
BP.6 30 KW Inverter	1	EA	\$20,466.79	\$20,466.79
BP.7 Racking System	1	LS	\$25,197.97	\$25,197.97
BP.8 Data Acquisition System	1	LS	\$9,125.22	\$9,125.22
BP.9 Shaded Inverter Enclosure & Bollards	1	LS	\$10,359.97	\$10,359.97
BP.10 Interior Lighting Fixtures	30	EA	\$229.74	\$6,892.16
BP.11 Exterior Induction Lighting Fixtures	5	EA	\$1,223.48	\$6,117.38
BP.12 Exterior Wallpack Lighting Fixtures	11	EA	\$1,037.71	\$11,414.81
BP.13 Electrical Outlets & Boxes	13	EA	\$45.49	\$591.34
BP.14 Electrical Conduit and Wiring	1	LS	\$17,216.87	\$17,216.87
BP.15 Balance of System	1	LS	\$5,606.67	\$5,606.67
<b>Total Base Bid Price</b>				<b>\$514,382.45</b>

Total Base Bid Price Written in Words:

Five hundred fourteen thousand three hundred eighty-two and 45/100 dollars.

Description	Scheduled Value	Unit	Unit Price	Total Price
A.1 50 Year Structural, Roof, and Paint	1	LS	No bid	No bid
1 year extended warranty of 10 years	1	LS	Included	Included
1 year extended warranty of 20 years	1	LS	\$1,437.04	\$1,437.04
Annual solar panel and wiring maintenance services	1	LS	\$1,437.04	\$1,437.04

# BID PROPOSAL

**BP.16 BIDDER INFORMATION:**

**Company Name:**

Federal ID No.: 88-0290992
Mailing Address: 1475 Hymer Avenue
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: (775) 337-2063
Complete Fax Number: (775) 337-2066
Fax Number including area code: (775) 337-2066
E-mail: frank@leporiconstruction.com

**Contact Person / Title:**

Mailing Address: 1475 Hymer Avenue
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: (775) 337-2063
Complete Fax Number: (775) 337-2066
E-mail Address: frank@leporiconstruction.com

**BP.17 LICENSING INFORMATION:**

<b>Nevada State Contractor's License Number:</b>		
License Classification(s):	"B" Classification	"A" Classification
Limitation(s) of License:	Unlimited	Unlimited
Date Issued:	09/12/2007	06/19/1995
Date of Expiration:	09/30/2012	06/30/2012
Name of Licensee:	Frank Lepori Construction, Inc.	Frank Lepori Construction, Inc.
<b>Carson City Business License Number:</b> 11-00020119		
Date Issued:		
Date of Expiration:	12/31/2011	
Name of Licensee:	Frank Lepori Construction, Inc. (Frank M. Lepori, President)	

# BID PROPOSAL

## BP.18 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: 8/17/1992
Name of Corporation: Frank Lepori Construction, Inc.
Mailing Address 1475 Hymer Avenue
City, State, Zip Code: Sparks, NV 89431
Telephone Number: (775) 337-2063
President's Name: Frank M. Lepori
Vice-President's Name: None
Other 1) Name & Title:



# BID PROPOSAL

## BP.19 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Glyn Westlake	22 years

Title 1) Head Superintendent

Name 2) Rocky Lepori	12 years
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Title 2) Superintendent

Name 3) Mike Palmer	9 years
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Title 3) Foreman

Name 4) Jesse Steverman	4 years
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Title 4) Foreman

Name 5) Harrison Herrera	4 years
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Title 5) Project Manager

Name 6)	
---------	--

Title 6)

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

# BID PROPOSAL

**BP.20 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 letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

**Clients:** (if additional space is needed attach a separate page)

<b>Company Name 1):</b> Washoe County School District
Contract Person: Gary Clark
Mailing Address: 333 Holcomb Lane, 3rd Floor
City, State, Zip Code: Reno, NV 89502
Complete Telephone Number: 775-789-3834
E-Mail Address: gclark@washoeschools.net
Project Title: Wooster High School Photovoltaic System Retrofit
Amount of Contract: \$458,432.00
Scope of Work: Photovoltaic System Retrofit
<b>Company Name 2):</b> Washoe County Public Works
Contract Person: David Solaro
Mailing Address: 1001 E. Ninth Street, A255
City, State, Zip Code: Reno, NV 89512
Complete Telephone Number: 775-328-3624
E-Mail Address: dsolaro@washoecounty.us
Project Title: Washoe County Photovoltaic Project
Amount of Contract: \$862,052.00
Scope of Work: Install Photovoltaic System at Northwest Library, Washoe County Admin. Building and the Senior Citizens Center

# BID PROPOSAL

<b>Company Name 3):</b> Hidden Valley Country Club
<b>Contract Person:</b> Don Mackey (Architect on Project)
<b>Mailing Address:</b> 3575 East Hidden Valley Drive
<b>City, State, Zip Code:</b> Reno, NV 89502
<b>Complete Telephone Number:</b> 775-356-1347 (Don Mackey)
<b>E-Mail Address:</b> don@dmackey.com
<b>Project Title:</b> Hidden Valley Country Club Equipment Storage Building
<b>Amount of Contract</b> \$265,981.00
<b>Scope of Work:</b> Construction of a new single story Equipment Storage Building consisting of a 4,000 s.f. pre-engineered metal building, an 800 s.f. roof extension for covered outdoor area
<b>Company Name 4):</b>
<b>Contract Person:</b>
<b>Mailing Address:</b>
<b>City, State, Zip Code:</b>
<b>Complete Telephone Number:</b>
<b>E-Mail Address:</b>
<b>Project Title:</b>
<b>Amount of Contract:</b>
<b>Scope of Work:</b>

# BID PROPOSAL

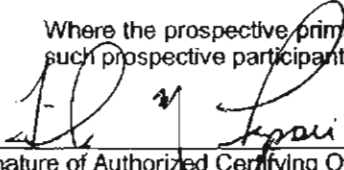
## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

BP. 21

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  
 Frank M. Lepori  
 \_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 President  
 Title  
 July 12, 2011  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BIDDER'S SAFETY INFORMATION**

Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2007	.78	13.94
2006	.86	0

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

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

# BID PROPOSAL

## SUBCONTRACTORS

**BP.22 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>Lepori Cons.</i>	Address <i>1475 Hyman Ave. Sparks, NV 89431</i>	
Phone <i>(775) 737-2003</i>	Nevada Contractor License # <i>0023372A #B</i>	Limit of License <i>Unlimited</i>
Description of work <i>Earthwork &amp; Metal Building</i>		
Name of Subcontractor <i>Sierra West Concrete</i>	Address <i>PO Box 21692 Carson City, NV 89721</i>	
Phone <i>(775) 883-6887</i>	Nevada Contractor License # <i>42752</i>	Limit of License <i>\$850,000</i>
Description of work <i>Concrete</i>		
Name of Subcontractor <i>Tex Energies</i>	Address <i>2465 Sutro St. Reno, NV 89512</i>	
Phone <i>(775) 562-4660</i>	Nevada Contractor License # <i>71021</i>	Limit of License <i>\$550,000</i>
Description of work <i>Electrical &amp; Photovoltaic</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		

# BID PROPOSAL

BP. 25

## WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective April 27, 2011, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that at least 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public

work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- For the first report submitted, each contractor and subcontractor should list every worker employed in connection with the public work. The workers listed should be the same as those reported on the certified payroll report.
- For each subsequent month, add only those workers not previously reported to the Workers Employed Report and submit the newly-revised report. If no additional workers have been added, you may submit the previous month's report.
- If a worker has been reported on a previous month's report, but does not work during a subsequent month or is no longer employed by the contractor, his or her name should remain on the report. **DO NOT DELETE ANY NAMES.** This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 223073

Certificate No. 003988085

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of November, 2010.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 29th day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public





# NEVADA STATE CONTRACTORS BOARD

9870 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 888-1141 FAX (775) 888-1274, INVESTIGATIONS (775) 888-1150  
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-02-01-31-0217

**FRANK LEPORI CONSTRUCTION** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 23372A ORIGINAL ISSUE DATE: 06/19/1995 BUSINESS TYPE: CORPORATION CLASSIFICATION: B-GENERAL BUILDING 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 JULY 1, 2011 AND EXPIRES ON JUNE 30, 2012, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

  
\_\_\_\_\_  
NANCY MATHIAS, LICENSING ADMINISTRATOR FOR DATE 5/24/2011  
MARGI A. GREIN, EXECUTIVE OFFICER

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



Frank  
**LEPORI**  
**CONSTRUCTION INC.**

1475 Hymor Avenue (775) 337-2063  
Sparks, NV 89431 fax: (775) 337-2066  
Nevada Contractors License # 0023372A

**FAX TRANSMITTAL / MEMO**

Project: **CARSON CITY CORPORATE YARD SALT / CINDER BLDG.**

Date: July 12, 2011

To: Carson City Purchasing & Contracts Phone: 283-7137 Fax: 887-2107

Attention: Kim Belt

Re: 1% / 2 Hour List

Message: Attached is our 1% / 2 Hour List for the above referenced project.

If you have any questions regarding the above, call me at 775-337-2063, ext. 33.

Thanks,



Steven Y. Kitaoka

Estimator

**FRANK LEPORI CONSTRUCTION, INC.**

No. of Pages: 2 (including this cover sheet)

# BID PROPOSAL

FRANK LEPORTI CONST., INC.  
CARSON CITY CORPORATE YARD

## SUBCONTRACTORS

**BP.23 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 FRANK LEPORTI CONST. INC.	Address 1475 HYMER AVE. SPARKS, NV 89431	
Phone (775)337-2063	Nevada Contractor License # 23372 A / 23372 B	Limit of License UNLIMITED
Description of work EARTHWORK & METAL BUILDING		
Name of Subcontractor LUX ENERGIES	Address 2465 SUTRO ST. RENO, NV 89512	
Phone (775)562-4660	Nevada Contractor License # 71021	Limit of License \$ 550,000
Description of work ELECTRICAL & PHOTOVOLTAIC		
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		