

**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-2011-301

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

**Subject Title:** For Possible Action: To determine that A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-243 East-West Water Transmission Main Project – Phase I to A&K Earth Movers, Inc. for a bid amount of \$3,472,000.00 plus a contingency amount not to exceed \$347,000.00 to be funded from the Water - E.W. Transmission 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 East-West Water Transmission Main Project – Phase I. The project consists of, but not limited to, installing approximately 5,500-feet of new 24" PVC water line and associated improvements beginning at the intersection of Robinson Street and Saliman Drive and extending to the intersection of Butti Way and Airport Road in Carson City, Nevada.

**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 A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1011-243 East-West Water Transmission Main Project – Phase I to A&K Earth Movers, Inc. for a bid amount of \$3,472,000.00 plus a contingency amount not to exceed \$347,000.00 to be funded from the Water - E.W. Transmission 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 10:10 a.m. on July 8, 2011 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Lavien Cowden, Campbell Construction; Katie Halling, HDR; Rick Cooley, Tony Autino, A & K Earth Movers, Inc.; Eric Mortenson, HDR; Ken Dorr, Manhard Consultants; Dan Johnson, Gerhardt & Berry; Andy Burnham, Public Works; Tom Grundy, Public Works; and Kim Belt, Purchasing and Contracts.

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

Name of Bidder	Total Award Amount
A & K Earth Movers, Inc.	\$3,472,000.00
Campbell Construction Company, Inc.	\$3,566,929.50
Gerhardt & Berry	\$3,890,452.50
RaPiD Construction, Inc.	\$4,074,470.40

Staff recommends award to A & K Earth Movers, 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:** \$3,472,000.00

**Project Budget:** \$5,000,000.00

**Fiscal Impact:** Not to exceed \$3,819,000.00

**Explanation of Impact:** If approved the below referenced account could be decreased by \$3,819,000.00

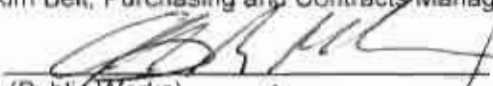
**Funding Source:** Water - E.W. Transmission Fund Account - 520-3505-435-7810 as provided in FY 2011/2012. There is currently \$5,000,000.00 budgeted in this account for FY2011/2012.

**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. 1011-243, and Bid Response from A & K Earth Movers, Inc.

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

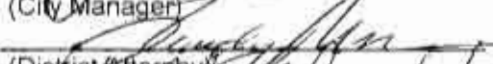
**Reviewed By:**

  
(Public Works)


Date: 7-12-11

  
(City Manager)

Date: 7/12/11

  
(District Attorney)

Date: 7/12/11

  
(Finance Director)

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/Fax: 775-887-2107 kbelt@carson.org**

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

**Notice to Contractors Bid# 1011-201 North/South Water Transmission Main Project-Phase II**

**Date and Time of Bid Opening: July 8, 2011 @ 11:10 a.m.**

Description	Bidder # 1			Bidder # 2			Bidder # 3		
	Sched Value	Unit	Total price	Unit price	Total Price	Unit price	Total Price	Unit Price	Total Price
BONDING Provided, \$, %, or no			CONSTRUCTION	A&K	CAMPBELL	GERHARDT & BERRY			
PREFERENTIAL Bidder Status & Affidavit attached			5%	5%	5%	5%			
BIDDER acknowledges receipt addendums			Y,Y	Y,Y	Y,Y	Y,Y			
			2	2	2	2			
<b>SCHEDULE A: 24-INCH WATER LINE WORK</b>									
1 Mobilization, Demobilization And Clean-Up (Sp 2.2.1)	1	LS	\$65,000.00	\$65,000.00	\$140,000.00	\$140,000.00	\$85,000.00	\$85,000.00	
2 Surveying (Sp 2.2.2)	1	LS	\$25,000.00	\$25,000.00	\$16,000.00	\$16,000.00	\$27,100.00	\$27,100.00	
3 Traffic Control (Sp 2.2.3)	1	LS	\$67,400.00	\$67,400.00	\$35,000.00	\$35,000.00	\$95,000.00	\$95,000.00	
4 Cleaning And Grubbing (Sp 2.2.4)	1	LS	\$18,150.00	\$18,150.00	\$22,000.00	\$22,000.00	\$11,348.00	\$11,348.00	
5 Changeable Message Board (Sp 2.2.5)	1	EA	\$28,150.00	\$28,150.00	\$21,000.00	\$21,000.00	\$19,185.00	\$19,185.00	
6 Remove Composite Surface (Sp 2.2.6)	15,000	SY	\$8.00	\$120,000.00	\$5.50	\$82,500.00	\$3.70	\$55,500.00	
7 Remove Pcc Pavement Sidewalk Or Flat Work (Sp 2.2.6)	100	SY	\$50.00	\$5,000.00	\$135.00	\$13,500.00	\$11.50	\$1,150.00	
8 Remove PCC Curb & Gutter (Sp 2.2.6)	800	SY	\$6.50	\$5,200.00	\$10.00	\$8,000.00	\$5.40	\$4,320.00	
9 Removal Of Other Existing Improvements (Sp 2.2.6)	1	LS	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$6,306.00	\$6,306.00	
10 Removal Bituminous Surface By Cold Milling (Sp 2.2.7)	780	SY	\$5.60	\$4,368.00	\$4.50	\$3,510.00	\$1.00	\$780.00	
11 Unclassified Excavation (Estimated At 1500 Cy) (Sp 2.2.8)	1	LS	\$72,500.00	\$72,500.00	\$110,000.00	\$110,000.00	\$136,400.00	\$136,400.00	
12 Type 2 Class "B" Aggregate Base (Sp 2.2.9)	200	CY	\$35.00	\$7,000.00	\$73.00	\$14,600.00	\$35.50	\$7,100.00	
13 Type 1 PCC Curb & Gutter W/ Agg Base (Sp 2.2.10)	4,300	LF	\$17.00	\$73,100.00	\$17.50	\$75,250.00	\$13.71	\$58,953.00	
14 6-Inch Retaining Curb W/ Agg Base (Sp 2.2.10)	200	LF	\$26.00	\$5,200.00	\$18.00	\$3,600.00	\$16.65	\$3,330.00	
15 PCC Sidewalk, 4 Inch Thickness W/ Agg Base (Sp 2.2.10)	24,000	SF	\$4.30	\$103,200.00	\$5.00	\$120,000.00	\$4.32	\$103,680.00	
16 PCC Concrete, 6 Inch Thickness W/ Agg Base (Sp 2.2.10)	3,000	SF	\$7.70	\$23,100.00	\$6.25	\$18,750.00	\$7.27	\$21,810.00	
17 Detectable Warning Cast Iron Plates (Sp 2.2.10)	210	SF	\$46.00	\$9,660.00	\$32.50	\$6,825.00	\$43.00	\$9,030.00	
18 NV W/ 16" Type 2 Agg Base (Sp 2.2.11)	16,000	SF	\$5.00	\$80,000.00	\$6.10	\$97,600.00	\$4.51	\$72,160.00	
19 NV W/ 12" Type 2 Agg Base (Sp 2.2.11)	95,000	SF	\$3.50	\$332,500.00	\$4.85	\$460,750.00	\$3.46	\$328,700.00	

20	3" Planmix Bituminous Pavement Type 3 Aggregate, NV 64-z8 NV W/ 6" Type 2 Agg Base (Sp 2.2.11)	SF	52,000	\$2.50	\$130,000.00	\$3.35	\$174,200.00	\$2.58	\$134,160.00
21	2" Planmix Bituminous Pavement Type 3 Aggregate, NV 64-z8 NV (Sp 2.2.11)	SF	7,000	\$1.75	\$12,250.00	\$1.50	\$10,500.00	\$1.38	\$9,660.00
22	Planmix Miscellaneous Area (Sp 2.2.11)	SY	850	\$41.00	\$34,850.00	\$18.00	\$15,300.00	\$17.12	\$14,552.00
23	Adjust Existing Manhole Or RCP To New Finish Grade (Sp 2.2.12)	EA	10	\$1,035.00	\$10,350.00	\$600.00	\$6,000.00	\$1,007.00	\$10,070.00
24	Adjust Existing Water Or Gas Valve To New Finish Grade (Sp 2.2.12)	EA	12	\$355.00	\$4,260.00	\$400.00	\$4,800.00	\$455.00	\$5,460.00
25	Permanent Pavement Paint (White, Width Varies), (Sp 2.2.13)	SF	900	\$14.00	\$12,600.00	\$14.50	\$13,050.00	\$13.45	\$12,105.00
26	Permanent Pavement Paint (4-Inch Solid White) (Sp 2.2.13)	LF	5,400	\$0.70	\$3,780.00	\$0.75	\$4,050.00	\$0.67	\$3,618.00
27	Permanent Pavement Paint (8-Inch Solid Yellow) (Sp 2.2.13)	LF	275	\$10.40	\$2,860.00	\$10.50	\$2,887.50	\$9.85	\$2,708.75
28	Permanent Pavement Paint (8-Inch Solid White) (Sp 2.2.13)	LF	475	\$1.00	\$475.00	\$1.00	\$475.00	\$0.99	\$470.25
29	Permanent Pavement Paint (4-Inch Double Solid Renew) (Sp 2.2.13)	LF	3,100	\$1.00	\$3,100.00	\$1.00	\$3,100.00	\$0.99	\$3,069.00
30	Permanent Signs - Ground Mounted Metal Supports (Sp 2.2.14)	SF	72	\$80.00	\$5,760.00	\$83.50	\$6,012.00	\$78.00	\$5,616.00
31	6-Foot High Chain Link Fence, Temporary Fencing (Sp 2.2.15)	LF	10,000	\$6.00	\$60,000.00	\$5.25	\$52,500.00	\$4.99	\$49,900.00
32	4-Foot High Fence (Sp 2.2.15)	LF	1,100	\$6.60	\$7,260.00	\$7.00	\$7,700.00	\$6.59	\$7,249.00
33	Flexible Guide Posts (Bolt Down) (Sp 2.2.16)	EA	11	\$80.00	\$880.00	\$83.00	\$913.00	\$78.00	\$858.00
34	Class A Monuments (Sp 2.2.17)	EA	10	\$300.00	\$3,000.00	\$360.00	\$3,600.00	\$504.00	\$5,040.00
35	Weed Cloth And Pre-Emergent (Sp 2.2.18)	SF	3,000	\$0.55	\$1,650.00	\$1.00	\$3,000.00	\$0.98	\$2,940.00
36	3-Inch To 8-Inch Rounded River Cobble (Sp 2.2.19)	CY	100	\$93.00	\$9,300.00	\$150.00	\$15,000.00	\$51.30	\$5,130.00
37	4-Inch To 8-Inch Rip Rap (Sp 2.2.19)	CY	250	\$82.00	\$20,500.00	\$150.00	\$37,500.00	\$43.45	\$10,862.50
38	Over Excavation Of Unsuitable Materials (Sp 2.2.20)	CY	1,000	\$43.00	\$43,000.00	\$67.00	\$67,000.00	\$50.00	\$50,000.00
39	Type 4R Catch Basin (Sp 2.2.21)	EA	6	\$1,500.00	\$9,000.00	\$1,800.00	\$10,800.00	\$1,800.00	\$10,800.00
40	Type 3 Catch Basin (Sp 2.2.21)	EA	2	\$1,135.00	\$2,270.00	\$1,650.00	\$3,300.00	\$1,420.00	\$2,840.00
41	15 Inch Class III Or Class IV Rcp Storm Drain (Sp 2.2.21)	LF	19	\$160.00	\$3,040.00	\$85.00	\$1,615.00	\$105.00	\$1,995.00
42	18 Inch Class IV Rcp Storm Drain (Sp 2.2.21)	LF	316	\$87.00	\$27,492.00	\$72.00	\$22,752.00	\$115.00	\$36,340.00
43	24 Inch Class IV Rcp Storm Drain (Sp 2.2.21)	LF	105	\$120.00	\$12,600.00	\$84.00	\$8,820.00	\$112.00	\$11,760.00
44	18 Inch NDOT Type 1 Metal End Section (Sp 2.2.21)	EA	1	\$445.00	\$445.00	\$900.00	\$900.00	\$373.00	\$373.00
45	18 Inch NDOT Type 1 RCP End Section (Sp 2.2.21)	EA	1	\$885.00	\$885.00	\$1,300.00	\$1,300.00	\$731.00	\$731.00
46	NDOT Headwall for 18" (Sp 2.2.21)	EA	2	\$3,500.00	\$7,000.00	\$4,000.00	\$8,000.00	\$2,613.50	\$5,227.00
47	NDOT Headwall for 24" (Sp 2.2.21)	EA	2	\$3,800.00	\$7,600.00	\$3,900.00	\$7,800.00	\$3,113.50	\$6,227.00
48	Roadside Ditch - Width Varies (Sp 2.2.21)	LF	700	\$4.00	\$2,800.00	\$9.50	\$6,650.00	\$2.75	\$1,925.00
49	60 Inch Storm Drain Manhole Type 1B (Sp 2.2.22)	EA	1	\$5,675.00	\$5,675.00	\$4,700.00	\$4,700.00	\$4,650.00	\$4,650.00
50	4-Inch PVC Conduit, Schedule 40 (Sp 2.2.23)	LF	15,000	\$3.65	\$54,750.00	\$5.10	\$76,500.00	\$5.55	\$83,250.00
51	4-Inch Fusible PVC (Sp 2.2.23)	LF	2,850	\$8.70	\$24,795.00	\$14.00	\$39,900.00	\$8.40	\$23,940.00
52	2-Inch PVC Conduit, Schedule 80 (Sp 2.2.23)	LF	3,100	\$5.70	\$17,670.00	\$16.00	\$49,600.00	\$15.25	\$47,275.00
53	Conductor Wire (Street Light Service) (Sp 2.2.23)	LF	12,000	\$1.50	\$18,000.00	\$2.50	\$30,000.00	\$2.30	\$27,600.00
54	NDOT #9 Polibox (Street Light Service And City Fiber Optics) (Sp 2.2.23)	EA	26	\$750.00	\$19,500.00	\$1,250.00	\$32,500.00	\$1,600.00	\$41,600.00

55	100 Amp Onsite generator electrical service panels (street light service) (Sp 2.2.23)	1	EA	\$3,460.00	\$3,460.00	\$13,500.00	\$13,500.00	\$12,553.00	\$12,553.00
56	iron type street pole with top for mast arm, NOOT Foundation And LED Luminaire (Sp 2.2.23)	12	EA	\$4,530.00	\$54,360.00	\$6,800.00	\$81,600.00	\$6,351.00	\$76,212.00
57	Abandon Existing Water Valve (Sp 2.2.24)	1	EA	\$155.00	\$155.00	\$400.00	\$400.00	\$439.00	\$439.00
58	6 Inch PVC C905 Water Main DR 25 (Sp 2.2.25)	60	LF	\$235.00	\$14,100.00	\$193.00	\$11,580.00	\$254.85	\$15,291.00
59	10 Inch PVC C905 Water Main DR 25 (Sp 2.2.25)	20	LF	\$400.00	\$8,000.00	\$290.00	\$5,800.00	\$638.75	\$12,775.00
60	24 inch PVC C905 water main DR 25, installation only (Sp 2.2.25)	1,100	LF	\$80.00	\$88,000.00	\$98.00	\$107,800.00	\$242.00	\$266,200.00
61	24 Inch PVC C905 Water Main DR 25 (Sp 2.2.25)	3,400	LF	\$180.00	\$612,000.00	\$132.00	\$448,800.00	\$253.00	\$860,200.00
62	24 inch Flexible PVC C900 water main DR 25 (NOB section) (Sp 2.2.25)	940	LF	\$180.00	\$169,200.00	\$160.00	\$150,400.00	\$168.75	\$158,625.00
63	30 inch Flexible PVC C905 Casing DR 25 (NOB section) (Sp 2.2.25)	940	LF	\$810.00	\$761,400.00	\$710.00	\$667,400.00	\$744.35	\$699,689.00
64	8 Inch Gate Valve (Sp 2.2.26)	1	EA	\$3,000.00	\$3,000.00	\$1,850.00	\$1,850.00	\$1,573.00	\$1,573.00
65	10 Inch Cut In Gate Valve (Sp 2.2.26)	1	EA	\$5,700.00	\$5,700.00	\$5,600.00	\$5,600.00	\$5,958.00	\$5,958.00
66	24 Inch Butterfly Valve, Installation Only (Sp 2.2.26)	5	EA	\$3,000.00	\$15,000.00	\$3,300.00	\$16,500.00	\$2,657.00	\$13,285.00
67	Water Main Line Location Riser (Sp 2.2.26)	2	EA	\$475.00	\$950.00	\$330.00	\$660.00	\$226.00	\$452.00
68	2-inch PE Service Line (Sp 2.2.27)	40	LF	\$70.00	\$2,800.00	\$37.00	\$1,480.00	\$55.05	\$2,202.00
69	Fire Hydrant Assembly (Sp 2.2.28)	1	EA	\$10,500.00	\$10,500.00	\$8,900.00	\$8,900.00	\$8,871.00	\$8,871.00
70	Sample Hydrant Assembly (Sp 2.2.28)	1	EA	\$5,300.00	\$5,300.00	\$4,500.00	\$4,500.00	\$4,518.00	\$4,518.00
71	Pipe Bollard (Sp 2.2.29)	2	EA	\$875.00	\$1,750.00	\$400.00	\$800.00	\$415.00	\$830.00
72	Air Relief Valve (Sp 2.2.30)	1	EA	\$3,300.00	\$3,300.00	\$2,250.00	\$2,250.00	\$3,402.00	\$3,402.00
73	Temporary Pavement Patch (Sp 2.2.31)	1	LS	\$17,500.00	\$17,500.00	\$4,000.00	\$4,000.00	\$4,424.00	\$4,424.00
74	Hydroseeding (Sp 2.2.32)	200,000	SF	\$0.09	\$18,000.00	\$0.09	\$18,000.00	\$0.08	\$16,000.00
	<b>Subtotal Schedule A</b>				\$3,442,000.00		\$3,538,429.50		\$3,852,352.50
	<b>SCHEDULE B: ADDITIVE ALTERNATIVES</b>								
	PAVEMENT PATCH FOR UNANTICIPATED ADJUSTMENT OF EXISTING PRIVATE UNDERGROUND UTILITIES	500	LF	\$60.00	\$30,000.00	\$57.00	\$28,500.00	\$76.20	\$38,100.00
	<b>Subtotal Schedule B</b>								
	<b>Total Bid Price:</b>			<b>\$3,472,000.00</b>	<b>\$3,566,929.50</b>	<b>\$3,890,452.50</b>			

Total Bid Price written in words? y/n	Yes	Yes	Yes
Bidder information provided? y/n	Yes	Yes	Yes
Sub Contractors listed? y/n or none	Yes	Yes	Yes
Bid Document executed? y/n	Yes	Yes	Yes

END OF DOCUMENT

.... Mathematical Error in Bid

**Bid Tabulation Report from Carson City Purchasing & Contracts  
775-283-7137/Fax: 775-887-2107 kbelt@carson.org**

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

**Notice to Contractors Bid# 1011-201 North/South Water Transmission Main Project-Phase II**

**Date and Time of Bid Opening: July 8, 2011 @ 11:10 a.m.**

Description	Bidder # 4		Bidder # 5		Bidder # 6	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BONDING Provided, \$, %, or no		5%		5%		5%
PREFERENTIAL Bidder Status & Affidavit attached		Y,Y		Y,Y		Y,Y
BIDDER acknowledges receipt addendums		2		2		2
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price
<b>SCHEDULE A: 24-INCH WATER LINE WORK</b>						
1 Mobilization, Demobilization And Clean-Up (Sp 2.2.1)	1	LS	\$218,380.40	\$218,380.40		\$0.00
2 Surveying (Sp 2.2.2)	1	LS	\$25,000.00	\$25,000.00		\$0.00
3 Traffic Control (Sp 2.2.3)	1	LS	\$60,000.00	\$60,000.00		\$0.00
4 Cleaning And Grubbing (Sp 2.2.4)	1	LS	\$12,000.00	\$12,000.00		\$0.00
5 Changeable Message Board (Sp 2.2.5)	1	EA	\$24,000.00	\$24,000.00		\$0.00
6 Remove Composite Surface (Sp 2.2.6)	15,000	SY	\$6.00	\$90,000.00		\$0.00
7 Remove Pcc Pavement Sidewalk Or Flat Work (Sp 2.2.6)	100	SY	\$36.00	\$3,600.00		\$0.00
8 Remove PCC Curb & Gutter (Sp 2.2.6)	600	SY	\$3.00	\$2,400.00		\$0.00
9 Removal Of Other Existing Improvements (Sp 2.2.6)	1	LS	\$12,000.00	\$12,000.00		\$0.00
10 Removal Bituminous Surface By Cold Milling (Sp 2.2.7)	780	SY	\$11.00	\$8,580.00		\$0.00
11 Unclassified Excavation (Estimated At 1500 Cy) (Sp 2.2.8)	1	LS	\$35,000.00	\$35,000.00		\$0.00
12 Type 2 Class "B" Aggregate Base (Sp 2.2.9)	200	CY	\$45.00	\$9,000.00		\$0.00
13 Type 1 PCC Curb & Gutter W/ Agg Base (Sp 2.2.10)	4,300	LF	\$18.00	\$77,400.00		\$0.00
14 6-Inch Retaining Curb W/ Agg Base (Sp 2.2.10)	200	LF	\$18.00	\$3,600.00		\$0.00
15 PCC Sidewalk, 4 Inch Thickness W/ Agg Base (Sp 2.2.10)	24,000	SF	\$4.50	\$108,000.00		\$0.00
16 PCC Concrete, 6 Inch Thickness W/ Agg Base (Sp 2.2.10)	3,000	SF	\$5.50	\$16,500.00		\$0.00
17 Detectable Warning Cast Iron Plates (Sp 2.2.10)	210	SF	\$34.00	\$7,140.00		\$0.00
18 3" Minimum Bituminous Pavement Type 3 Aggregate, 100 mm or 20	16,000	SF	\$6.25	\$100,000.00		\$0.00
19 4" Minimum Bituminous Pavement Type 3 Aggregate, 150 mm or 20	95,000	SF	\$4.75	\$451,250.00		\$0.00

20	3" Plantmix Bituminous Pavement Type 3 Aggregate, NV 64-28 NV W/ 6" Type 2 Agg. Base (Sp 2.2.11)	SF	52,000	\$3.75	\$195,000.00	\$0.00	\$0.00	\$0.00
21	2" Plantmix Bituminous Pavement Type 3 Aggregate, NV 64-28 NV (Sp 2.2.11)	SF	7,000	\$2.00	\$14,000.00	\$0.00	\$0.00	\$0.00
22	Plantmix Miscellaneous Area (Sp 2.2.11) Adjust Existing Manhole Or RCP To New Finish Grade (Sp 2.2.12)	SY	850	\$21.00	\$17,850.00	\$0.00	\$0.00	\$0.00
23	Adjust Existing Water Or Gas Valve To New Finish Grade (Sp 2.2.12)	EA	10	\$1,300.00	\$13,000.00	\$0.00	\$0.00	\$0.00
24	Permanent Pavement Paint (White, Width Varies), (Sp 2.2.13)	EA	12	\$650.00	\$7,800.00	\$0.00	\$0.00	\$0.00
25	Permanent Pavement Paint (4-Inch Solid White), (Sp 2.2.13)	SF	900	\$15.00	\$13,500.00	\$0.00	\$0.00	\$0.00
26	Permanent Pavement Paint (4-Inch Solid White), (Sp 2.2.13)	LF	5,400	\$1.00	\$5,400.00	\$0.00	\$0.00	\$0.00
27	Permanent Pavement Paint (8-Inch Solid Yellow), (Sp 2.2.13)	LF	275	\$11.00	\$3,025.00	\$0.00	\$0.00	\$0.00
28	Permanent Pavement Paint (8-Inch Solid White), (Sp 2.2.13)	LF	475	\$2.00	\$950.00	\$0.00	\$0.00	\$0.00
29	Permanent Pavement Paint (4-Inch Double Solid Yellow), (Sp 2.2.13)	LF	3,100	\$1.00	\$3,100.00	\$0.00	\$0.00	\$0.00
30	Permanent Signs - Ground Mounted Metal Supports (Sp 2.2.14)	SF	72	\$90.00	\$6,480.00	\$0.00	\$0.00	\$0.00
31	6-Foot High Chain Link Fence, Temporary Fencing (Sp 2.2.15)	LF	10,000	\$7.00	\$70,000.00	\$0.00	\$0.00	\$0.00
32	4-Foot High Wire Fence (Sp 2.2.15)	LF	1,100	\$7.50	\$8,250.00	\$0.00	\$0.00	\$0.00
33	Flexible Guide Posts (Bolt Down) (Sp 2.2.16)	EA	11	\$100.00	\$1,100.00	\$0.00	\$0.00	\$0.00
34	Class A Monuments (Sp 2.2.17)	EA	10	\$550.00	\$5,500.00	\$0.00	\$0.00	\$0.00
35	Weed Cloth And Pre-Emergent (Sp 2.2.18)	SF	3,000	\$1.50	\$4,500.00	\$0.00	\$0.00	\$0.00
36	3-Inch To 8-Inch Rounded River Cobble (Sp 2.2.19)	CY	100	\$50.00	\$5,000.00	\$0.00	\$0.00	\$0.00
37	4-Inch To 8-Inch Rip Rap (Sp 2.2.19)	CY	250	\$50.00	\$12,500.00	\$0.00	\$0.00	\$0.00
38	Over Excavation Of Unsuitable Materials (Sp 2.2.20)	CY	1,000	\$74.00	\$74,000.00	\$0.00	\$0.00	\$0.00
39	Type 4R Catch Basin (Sp 2.2.21)	EA	6	\$2,500.00	\$15,000.00	\$0.00	\$0.00	\$0.00
40	Type 3 Catch Basin (Sp 2.2.21)	EA	2	\$2,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00
41	15 Inch Class III Or Class IV Rcp Storm Drain (Sp 2.2.21)	LF	19	\$150.00	\$2,850.00	\$0.00	\$0.00	\$0.00
42	18 Inch Class IV Rcp Storm Drain (Sp 2.2.21)	LF	316	\$70.00	\$22,120.00	\$0.00	\$0.00	\$0.00
43	24 Inch Class IV Rcp Storm Drain (Sp 2.2.21)	LF	105	\$100.00	\$10,500.00	\$0.00	\$0.00	\$0.00
44	18 Inch NDOT Type 1 Metal End Section (Sp 2.2.21)	EA	1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00
45	18 Inch NDOT Type 1 RCP End Section (Sp 2.2.21)	EA	1	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00
46	NDOT Headwall for 18" (Sp 2.2.21)	EA	2	\$4,100.00	\$8,200.00	\$0.00	\$0.00	\$0.00
47	NDOT Headwall for 24" (Sp 2.2.21)	EA	2	\$4,300.00	\$8,600.00	\$0.00	\$0.00	\$0.00
48	Roadside Ditch - Width Varies (Sp 2.2.21)	LF	700	\$22.00	\$15,400.00	\$0.00	\$0.00	\$0.00
49	60 Inch Storm Drain Manhole Type 1B (Sp 2.2.22)	EA	1	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00
50	4-Inch PVC Conduit, Schedule 40 (Sp 2.2.23)	LF	15,000	\$5.00	\$75,000.00	\$0.00	\$0.00	\$0.00
51	4-Inch Fusible PVC (Sp 2.2.23)	LF	2,850	\$10.50	\$29,925.00	\$0.00	\$0.00	\$0.00
52	2-Inch PVC Conduit, Schedule 80 (Sp 2.2.23)	LF	3,100	\$6.50	\$20,150.00	\$0.00	\$0.00	\$0.00
53	Conductor Wire (Street Light Service) (Sp 2.2.23) NDOT #9 T-Box (Street Light Service And City Rider Option) (Sp 2.2.23)	LF	12,000	\$2.00	\$24,000.00	\$0.00	\$0.00	\$0.00
54		EA	26	\$2,700.00	\$70,200.00	\$0.00	\$0.00	\$0.00

55	100 AMP underground electrical service panel (street light service) (Sp 2.2.23)	1	EA	\$8,000.00	\$8,000.00	\$0.00	\$0.00
56	HOOT Type 7 street one with 120-foot mast arm, HOOT Foundation And LED Luminaire (Sp 2.2.23)	12	EA	\$5,100.00	\$61,200.00	\$0.00	\$0.00
57	Abandon Existing Water Valve (Sp 2.2.24)	1	EA	\$300.00	\$300.00	\$0.00	\$0.00
58	6 inch PVC C905 Water Main DR 25 (Sp 2.2.25)	60	LF	\$300.00	\$18,000.00	\$0.00	\$0.00
59	10 inch PVC C905 Water Main DR 25 (Sp 2.2.25)	20	LF	\$800.00	\$16,000.00	\$0.00	\$0.00
60	24 inch PVC C905 water main DR 25, installation only (sp 2.2.25)	1,100	LF	\$120.00	\$132,000.00	\$0.00	\$0.00
61	24 inch PVC C905 Water Main DR 25 (Sp 2.2.25)	3,400	LF	\$210.00	\$714,000.00	\$0.00	\$0.00
62	24 inch PVC C905 water main DR 25 (HOV SECURITY) (Sp 2.2.25)	940	LF	\$220.00	\$206,800.00	\$0.00	\$0.00
63	30 inch PVC C905 Ceiling DR 25 (HOV SECURITY) (sp 2.2.25)	940	LF	\$800.00	\$752,000.00	\$0.00	\$0.00
64	8 inch Gate Valve (Sp 2.2.26)	1	EA	\$4,100.00	\$4,100.00	\$0.00	\$0.00
65	10 inch Cut In Gate Valve (Sp 2.2.26)	1	EA	\$7,500.00	\$7,500.00	\$0.00	\$0.00
66	24 inch Butterfly Valve, Installation Only (Sp 2.2.26)	5	EA	\$3,000.00	\$15,000.00	\$0.00	\$0.00
67	Water Main Line Location Riser (Sp 2.2.26)	2	EA	\$1,300.00	\$2,600.00	\$0.00	\$0.00
68	2-inch PE Service Line (Sp 2.2.27)	40	LF	\$75.00	\$3,000.00	\$0.00	\$0.00
69	Fire Hydrant Assembly (Sp 2.2.28)	1	EA	\$11,000.00	\$11,000.00	\$0.00	\$0.00
70	Sample Hydrant Assembly (Sp 2.2.28)	1	EA	\$6,200.00	\$6,200.00	\$0.00	\$0.00
71	Pipe Bollard (Sp 2.2.29)	2	EA	\$1,500.00	\$3,000.00	\$0.00	\$0.00
72	Air Relief Valve (Sp 2.2.30)	1	EA	\$4,500.00	\$4,500.00	\$0.00	\$0.00
73	Temporary Pavement Patch (Sp 2.2.31)	1	LS	\$25,000.00	\$25,000.00	\$0.00	\$0.00
74	Hydroseeding (Sp 2.2.32)	200,000	SF	\$0.10	\$20,000.00	\$0.00	\$0.00
<b>Subtotal Schedule A</b>					\$4,054,450.40	\$0.00	\$0.00
<b>SCHEDULE B: ADDITIVE ALTERNATIVES</b>							
PAVEMENT PATCH FOR UNANTICIPATED ADJUSTMENT OF EXISTING PRIVATE UNDERGROUND UTILITIES							
<b>Subtotal Schedule B</b>					\$40.04	\$0.00	\$0.00
<b>Total Bid Price:</b>					<b>\$4,074,470.40</b>	<b>\$0.00</b>	<b>\$0.00</b>

Total Bid Price written in words? y/n  
Bidder Information provided? y/n  
Sub Contractors listed? y/n or none  
Bid Document executed? y/n

Yes  
Yes  
Yes  
Yes

**END OF DOCUMENT**



# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

1011-243

## East-West Water Transmission Main Project – Phase I

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 "A & K Earth Movers, 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. 1011-243**, titled "**EAST-WEST WATER TRANSMISSION MAIN PROJECT - PHASE I**" are both necessary and in the best interest of **CITY**; and

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

### REQUIRED APPROVAL

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

### CONTRACT TERM AND LIQUIDATED DAMAGES

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

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

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

### NOTICE

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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**1011-243**  
**East-West Water Transmission Main Project – Phase I**

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

Notice to CONTRACTOR shall be addressed to:

Christian Spross, Secretary  
A & K Earth Movers, Inc.  
12251 Truckee Canyon Court  
Sparks, NV 89434  
775-825-1636/FAX 775-825-6171  
cspross@akearthmovers.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 "Three Million, Four Hundred and Seventy Two Thousand, Dollars and No Cents" (\$3,472,000.00).

**OWNER** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of work performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on the **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

Contract Amount represents full and adequate compensation for the complete Work, and includes the furnishing of all materials; all labor, equipment, tools, transportation, services, appliances; and all expenses, direct or indirect connected with the proper execution of the work.

**OWNER** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

**CONTRACT TERMINATION**

**Termination Without Cause:**

Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

**CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for work actually completed. In no event if termination occurs under this provision shall **CONTRACTOR** be entitled to anticipated profits on items of work not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall assure that all subcontracts which he/she enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages, due to breach of contract, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

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**Termination for Nonappropriation:**

The continuation of this Contract beyond June 30, 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; or  
Otherwise makes a material breach of a provision of this Contract; or

**CONTRACTOR** fails to maintain safe working conditions.

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

Take possession of the site and of all materials, equipment, tools and construction equipment and machinery

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**East-West Water Transmission Main Project – Phase I**

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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1011-243  
East-West Water Transmission Main Project – Phase I**

**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. 1011-243 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 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

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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 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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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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**

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**.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1011-243  
East-West Water Transmission Main Project – Phase I**

**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.

**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).



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1011-243  
East-West Water Transmission Main Project – Phase I**

**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  
1011-243**

**East-West Water Transmission Main Project – Phase I**

**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)

By:   
Kim Belt

Dated: 7/12/11

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

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

By:   
Deputy District Attorney

Dated: 7/12/11

**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: 7-12-11

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**1011-243**

**East-West Water Transmission Main Project – Phase I**

"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:** Christian Spross

**TITLE:** Secretary

**FIRM:** A & K Earth Movers, Inc.

**CARSON CITY BUSINESS LICENSE #:** 11-00004382

**NEVADA CONTRACTOR'S LICENSE #:** 24548

**Address:** 12251 Truckee Canyon Court

**City:** Sparks **State:** Nevada **Zip Code:** 89434

**Telephone:** 775-825-1636/**Fax:** 775-825-6171

**E-mail Address:** cspross@akearthmovers.com

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

DATED \_\_\_\_\_

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

)ss

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

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Christian Spross

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

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1011-243  
East-West Water Transmission Main Project – Phase I**

**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. 1011-243** and titled **"EAST-WEST WATER TRANSMISSION MAIN PROJECT-PHASE I"**. 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  
1011-243  
East-West Water Transmission Main Project – Phase I**

**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 # 1011-243** and titled "**EAST-WEST WATER TRANSMISSION MAIN PROJECT-PHASE I**" 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.

# PERFORMANCE BOND

Continued for BID # 1011-243 and titled "EAST-WEST WATER TRANSMISSION MAIN PROJECT-PHASE I"

<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>
<b>Subscribed and Sworn before me this          day of          ,2011</b>	

**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.

# 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 # 1011-243** and titled "**EAST-WEST WATER TRANSMISSION MAIN PROJECT-PHASE I**" 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 #1011-243** and titled "**EAST-WEST WATER TRANSMISSION MAIN PROJECT-PHASE I**"

- 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>
<b>Subscribed and Sworn before me this          day of          , 2011</b>	

**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.



**NOTICE TO CONTRACTORS**  
**CARSON CITY PURCHASING AND CONTRACTS**  
**201 NORTH CARSON STREET, SUITE 3**  
**CARSON CITY, NEVADA 89701**  
**775-283-7137 / FAX 775-887-2107**  
**<http://www.carson.org/index.aspx?page=998>**



**ADVERTISED BID #1011-243**  
**BID TITLE "East-West Water Transmission Main**  
**Project – Phase I"**  
**Labor Commissioner PWP# CC-2011-301**  
**Public Works Project No. 4.0809**  
**Engineer's Estimate: \$4,100,000**  
**PREPARED DATE: June 16, 2011**

# BID PROPOSAL

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We A&K Earth Movers, Inc.  
as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland  
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 \$ five percent of amount bid Dollars

(state sum in words) 5%  
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 #1011-243** and titled "EAST-WEST WATER  
TRANSMISSION MAIN PROJECT - PHASE I".

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 28 day of June 2011

Signature of Principal: 

Title: CHRISTIAN GLASS, Party

Firm: A&K Earth Movers, Inc.

Address: 12251 Truckee Canyon Court

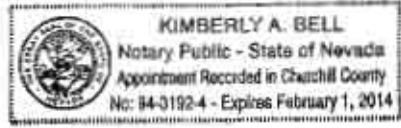
City/State/Zip Code: Sparks, NV, 89434

Written Name of Principal: CHRISTIAN GLASS

ATTEST NAME

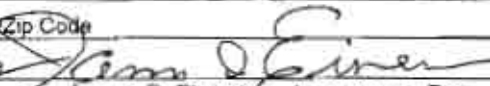
Signature of Notary: 

(Seal)



Subscribed and sworn before me this 28<sup>th</sup> day of June 2011  
(printed name of notary) KIMBERLY A. BELL Notary Public for the State of NEVADA

Claims Under this Bond May be Addressed to:

Name of Surety	Fidelity and Deposit Company of Maryland
Address	1400 American Lane
City	Schaumburg, IL 60196
State/Zip Code	
Name	
Title	James D. Einerson, Attorney-in-Fact
Phone	415 538 7361
Surety's Acknowledgement	

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.

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California )  
County of Sacramento )

On 6/28/11 , before me, Gail C. Einerson , Notary Public, \_\_\_\_\_  
(here insert name and title of officer)

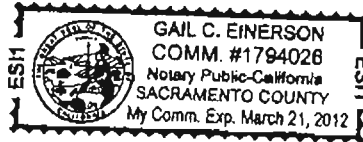
personally appeared \_\_\_\_\_  
James D. Einerson

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

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

WITNESS my hand and official seal.

Signature Gail C. Einerson  
Signature of Notary Public



(seal)

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

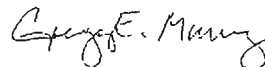
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 28 day of JUNE, 2011.



*Assistant Secretary*

**BID # 1011-243****BID TITLE:** EAST-WEST WATER TRANSMISSION MAIN PROJECT – PHASE I

**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 42 Addendums.

**SUMMARY**

Description	Scheduled Value	Unit	Unit Price	Total Price
<b>SCHEDULE A: BASE BID WORK</b>				
			65,000.00	65,000.00
BP.1) Mobilization, Demobilization And Clean-Up (Sp 2.2.1)	1	LS	<del>75,000.00</del>	<del>75,000.00</del>
BP.2) Surveying (Sp 2.2.2)	1	LS	25,000.00	25,000.00
BP.3) Traffic Control (Sp 2.2.3)	1	LS	82,400.00	82,400.00
BP.4) Clearing And Grubbing (Sp 2.2.4)	1	LS	18,150.00	18,150.00
BP.5) Changeable Message Board (Sp 2.2.5)	1	EA	28,150.00	28,150.00
BP.6) Remove Composite Surface (Sp 2.2.8)	15,000	SY	8.00	120,000.00
BP.7) Remove Pcc Pavement Sidewalk Or Flat Work (Sp 2.2.8)	100	SY	50.00	5,000.00
BP.8) Remove PCC Curb & Gutter (Sp 2.2.8)	800	LF	6.50	5,200.00
BP.9) Removal Of Other Existing Improvements (Sp 2.2.6)	1	LS	8,000.00	8,000.00
BP.10) Removal Bituminous Surface By Cold Milling (Sp 2.2.7)	780	SY	5.60	4,368.00
BP.11) Unclassified Excavation (Estimated At 1500 Cy) (Sp 2.2.8)	1	LS	72,500.00	72,500.00
BP.12) Type 2 Class "B" Aggregate Base (Sp 2.2.9)	200	CY	35.00	7,000.00
BP.13) Type 1 PCC Curb & Gutter W/ Agg Base (Sp 2.2.10)	4,300	LF	17.00	73,100.00
BP.14) 6-inch Retaining Curb W/ Agg Base (Sp 2.2.10)	200	LF	26.00	5,200.00

	Description	Scheduled Value	Unit	Unit Price	Total Price
BP.15	PCC Sidewalk, 4 Inch Thickness W/ Agg Base (Sp 2.2.10)	24,000	SF	4.30	103,200.00
BP.16	PCC Concrete, 6 Inch Thickness W/ Agg Base (Sp 2.2.10)	3,000	SF	7.70	23,100.00
BP.17	Detectable Warning Cast Iron Plates (Sp 2.2.10)	210	SF	46.00	9,660.00
BP.18	5" Plantmix Bituminous Pavement Type 3 Aggregate, NV 64-28 NV W/ 16" Type 2 Agg Base (Sp 2.2.11)	16,000	SF	5.00	80,000.00
BP.19	4" Plantmix Bituminous Pavement Type 3 Aggregate, NV 64-28 NV W/ 12" Type 2 Agg Base (Sp 2.2.11)	95,000	SF	3.50	332,500.00
BP.20	3" Plantmix Bituminous Pavement Type 3 Aggregate, NV 64-28 NV W/ 6" Type 2 Agg Base (Sp 2.2.11)	52,000	SF	2.50	130,000.00
BP.21	2" Plantmix Bituminous Pavement Type 3 Aggregate, NV 64-28 NV (Sp 2.2.11)	7,000	SF	1.75	12,250.00
BP.22	Plantmix Miscellaneous Area (Sp 2.2.11)	850	SY	41.00	34,850.00
BP.23	Adjust Existing Manhole Or ARV To New Finish Grade (Sp 2.2.12)	10	EA	1035.00	10,350.00
BP.24	Adjust Existing Water Or Gas Valve To New Finish Grade (Sp 2.2.12)	12	EA	355.00	4,260.00
BP.25	Permanent Pavement Paint (White, Width Varies), (Sp 2.2.13)	900	SF	14.00	12,600.00
BP.26	Permanent Pavement Paint (4-Inch Solid White) (Sp 2.2.13)	5400	LF	0.70	3,780.00
BP.27	Permanent Pavement Paint (8-Inch Solid Yellow) (Sp 2.2.13)	275	LF	10.40	2,860.00
BP.28	Permanent Pavement Paint (8-Inch Solid White) (Sp 2.2.13)	475	LF	1.00	475.00
BP.29	Permanent Pavement Paint (4-Inch Double Solid Yellow) (Sp 2.2.13)	3,100	LF	1.00	3,100.00
BP.30	Permanent Signs - Ground Mounted Metal Supports (Sp 2.2.14)	72	SF	80.00	5,760.00
BP.31	6-Foot High Chain Link Fence, Temporary Fencing (Sp 2.2.15)	10,000	LF	6.00	60,000.00
BP.32	4-Foot High Wire Fence (Sp 2.2.15)	1,100	LF	6.60	7,260.00
BP.33	Flexible Guide Posts (Bolt Down) (Sp 2.2.16)	11	EA	80.00	880.00
BP.34	Class A Monuments (Sp 2.2.17)	10	EA	300.00	3,000.00
BP.35	Weed Cloth And Pre-Emergent (Sp 2.2.18)	3,000	SF	0.55	1,650.00
BP.36	3-Inch To 8-Inch Rounded River Cobble (Sp 2.2.19)	100	CY	93.00	9,300.00
BP.37	4-Inch To 8-Inch Rip Rap (Sp 2.2.19)	250	CY	82.00	20,500.00
BP.38	Over Excavation Of Unsuitable Materials (Sp 2.2.20)	1,000	CY	43.00	43,000.00
BP.39	Type 4R Catch Basin (Sp 2.2.21)	6	EA	1500.00	9,000.00

	Description	Scheduled Value	Unit	Unit Price	Total Price
BP.40	Type 3 Catch Basin (Sp 2.2.21)	2	EA	1135.00	2,270.00
BP.41	15 Inch Class III Or Class IV Rcp Storm Drain (Sp 2.2.21)	19	LF	160.00	3,040.00
BP.42	18 Inch Class IV Rcp Storm Drain (Sp 2.2.21)	316	LF	87.00	27,492.00
BP.43	24 Inch Class IV Rcp Storm Drain (Sp 2.2.21)	105	LF	120.00	12,600.00
BP.44	18 Inch NDOT Type 1 Metal End Section (Sp 2.2.21)	1	EA	445.00	445.00
BP.45	18 Inch NDOT Type 1 RCP End Section (Sp 2.2.21)	1	EA	885.00	885.00
BP.46	NDOT Headwall for 18" (Sp 2.2.21)	2	EA	3500.00	7,000.00
BP.47	NDOT Headwall for 24" (Sp 2.2.21)	2	EA	3800.00	7,600.00
BP.48	Roadside Ditch - Width Varies (Sp 2.2.21)	700	LF	4.00	2,800.00
BP.49	60 Inch Storm Drain Manhole Type 1B (Sp 2.2.22)	1	EA	5675.00	5,675.00
BP.50	4-Inch PVC Conduit, Schedule 40 (Sp 2.2.23)	15,000	LF	3.65	54,750.00
BP.51	4-Inch Fusible PVC (Sp 2.2.23)	2,850	LF	8.70	24,795.00
BP.52	2-Inch PVC Conduit, Schedule 80 (Sp 2.2.23)	3,100	LF	5.70	17,670.00
BP.53	Conductor Wire (Street Light Service) (Sp 2.2.23)	12,000	LF	1.50	18,000.00
BP.54	NDOT #9 Pullbox (Street Light Service And City Fiber Optic) (Sp 2.2.23)	26	EA	750.00	19,500.00
BP.55	100 Amp Underground Electrical Service Panel (Street Light Service) (Sp 2.2.23)	1	EA	3460.00	3,460.00
BP.56	NDOT Type 7 Steel Pole With 15-Foot Mast Arm, NDOT Foundation And LED Luminaire (Sp 2.2.23)	12	EA	4,530.00	54,360.00
BP.57	Abandon Existing Water Valve (Sp 2.2.24)	1	EA	155.00	155.00
BP.58	6 Inch PVC C905 Water Main DR 25 (Sp 2.2.25)	60	LF	235.00	14,100.00
BP.59	10 Inch PVC C905 Water Main DR 25 (Sp 2.2.25)	20	LF	400.00	8,000.00
BP.60	24 Inch PVC C905 Water Main DR 25, Installation Only (Sp 2.2.25)	1100	LF	80.00	88,000.00
BP.61	24 Inch PVC C905 Water Main DR 25 (Sp 2.2.25)	3400	LF	180.00	612,000.00
BP.62	24 Inch Fusible PVC C905 Water Main DR 25 (HDD Section) (Sp 2.2.25)	940	LF	180.00	169,200.00
BP.63	36 Inch Fusible PVC C905 Casing DR 25	940	LF	810.00	761,400.00

	Description	Scheduled Value	Unit	Unit Price	Total Price
	(HDD Section) (Sp 2.2.25)				
BP.64	8 Inch Gate Valve (Sp 2.2.26)	1	EA	3000.00	3,000.00
BP.65	10 Inch Cut In Gate Valve (Sp 2.2.26)	1	EA	5700.00	5,700.00
BP.66	24 Inch Butterfly Valve, Installation Only (Sp 2.2.26)	5	EA	3000.00	15,000.00
BP.67	Water Main Line Location Riser (Sp 2.2.26)	2	EA	475.00	950.00
BP.68	2-Inch PE Service Line (Sp 2.2.27)	40	LF	70.00	2,800.00
BP.69	Fire Hydrant Assembly (Sp 2.2.28)	1	EA	10,500.00	10,500.00
BP.70	Sample Hydrant Assembly (Sp 2.2.28)	1	EA	6300.00	6,300.00
BP.71	Pipe Bollard (Sp 2.2.29)	2	EA	675.00	1,350.00
BP.72	Air Relief Valve (Sp 2.2.30)	1	EA	3300.00	3,300.00
BP.73	Temporary Pavement Patch (Sp 2.2.31)	1	LS	17500.00	17,500.00
BP.74	Hydroseeding (Sp 2.2.32)	200,000	SF	0.09	18,000.00
	<b>Subtotal Schedule A</b>				<del>54,500.00</del> CS
<b>SCHEDULE B: ADDITIVE ALTERNATIVES</b>					3,442,000.00 CS
BP.A.1	ADD ALTERNATIVE 1: TRENCHING, BACKFILL AND PAVEMENT PATCH FOR UNANTICIPATED ADJUSTMENT OF EXISTING PRIVATE UNDERGROUND UTILITIES	500	LF	60.00	30,000.00
	<b>Subtotal Schedule B</b>				30,000.00
	<b>Total Bid Price</b>				<del>3,472,000.00</del> CS

BP.76 Total Bid Price Written in Words: <sup>CS</sup> SEVENTY  
Three Million Four hundred Forty-two thousand Dollars



# BID PROPOSAL

Company Name:	A: K EARTH MOVERS, Inc.
Federal ID No.:	88-0047157
Mailing Address:	12251 TRULKEE CANYON COURT
City, State, Zip Code:	SPARKS, NV 89434
Complete Telephone Number:	(775) 825-1636
Complete Fax Number:	(775) 825-6171
E-mail:	CSPROSS@AKEARTHMOVERS.COM
Contact Person / Title:	CHRISTIAN SPROSS, Secty.
Mailing Address:	12251 TRULKEE CANYON COURT
City, State, Zip Code:	SPARKS, NV 89434
Complete Telephone Number:	(775) 825-1636
Complete Fax Number:	(775) 825-6171
E-mail Address:	CSPROSS@AKEARTHMOVERS.COM

**BP.62 LICENSING INFORMATION:**

Nevada State Contractor's License Number:	24548
License Classification(s):	A
Limitation(s) of License:	UNLIMITED
Date Issued:	4/1987
Date of Expiration:	4/30/2012
Name of Licensee:	A: K EARTH MOVERS, Inc.
Carson City Business License Number:	11-00084382
Date Issued:	12/2/2010
Date of Expiration:	12/31/2011
Name of Licensee:	A: K EARTH MOVERS, Inc.

# BID PROPOSAL

**BP.63 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: <i>NEVADA</i>
Date Incorporated: <i>9/1965</i>
Name of Corporation: <i>A. KEATH MOWERS, INC.</i>
Mailing Address <i>515 Windmill Drive</i>
City, State, Zip Code: <i>FALLON, NV 89406</i>
Telephone Number: <i>(775) 423-6085</i>
President's Name: <i>K. BART HIATT</i>
Vice-President's Name: <i>MICHAEL A. HIATT</i>
Other 1) Name: <i>SCOTT R. HIATT</i>
Title: <i>VICE-PRESIDENT</i>
Other 2) Name: <i>CHRISTIAN SPLOSS</i>
Title: <i>SECRETARY</i>

# BID PROPOSAL

**BP.64 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions		Years With Firm
Name 1)	<i>CHRISTIAN SPANO</i>	<i>8</i>
Title 1)	<i>SR. PROJECT MANAGER</i>	
Name 2)	<i>SCOTT SWIBINI</i>	<i>5</i>
Title 2)	<i>PROJECT MANAGER</i>	
Name 3)	<i>CODY BIGGS</i>	<i>22</i>
Title 3)	<i>SUPERINTENDENT</i>	
Name 4)		
Title 4)		
Name 5)		
Title 5)		
Name 6)		
Title 6)		

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

# BID PROPOSAL

## BP.65 REFERENCES:

### **Instructions:**

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

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

<b>Company Name 1):</b> <i>SEE ATTACHED</i>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
<b>Company Name 2):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
<b>Company Name 3):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:

## FIVE YEAR COMPLETED PROJECTS

2010	60912	S. Curry Street Ph. I - Remove existing concrete, excavation, Type II Class B aggregate base, Type I PCC curb and gutter, PCC driveway apron 6" thick, pavement markings and striping, remove and replace existing signs, adjust existing sanitary manhole to finish grade, 15" & 24" HDPE plain storm drain, NDOT type 4 storm drain manhole & sanitary sewer.	\$3,013,239.81	Carson City Purchasing 201 N. Carson St., #11 Carson City, NV 89701 Sandy Scott, Mgmt. Asst. 775-887-2133
	81004	Oasis Interceptor Sewer/Fallon, NV -Remove existing structures, install 4" sewer service & manholes, 2" force main, clean-out w/air release valve & trench cut off walls. Asphalt repair, jack & bore at V-10 lateral & new river drain.	\$1,734,046.53	Churchill County 155 N. Taylor St., Ste 153 Fallon, NV 89406 Misha Stojecevic 775-423-2153
	30943	Hwy 50 Lift Station Project includes but is not limited to construction of a gravity sewer pipeline, underground electrical, sewer force main and a sanitary sewer lift station.	\$1,815,060.56	City of Fernley 595 Silverlace Blvd. Fernley, Nevada 89408 Rick Adler (775) 784-9920
2009	50848	Stock & Sage Water Conveyance Infrastructure Project 3A Clear, grub & excavate. Remove, dispose & replace existing curb, gutter, driveways, gravel roads, culverts, head & block walls, approaches, signs and fence. Place non-woven geotextile and rip rap. Install 18", 24" & 42" CMP storm drain pipe, 36" Class 200 ductile iron, 24" & 20" C905 PVC DR25 Pipe, Bore & Jack, electrical, Type 2 Class B Agg. Base, Type 3 AC-20 Bituminous pavement, signs & striping.	\$5,621,701.40	City of Fernley 595 Silverlace Blvd. Fernley, Nevada 89408 Rick Adler (775) 784-9920
2008	80769	Golconda Water Systems Installation of 8" PVC pipe, reconnect single service and double, 6" gate valve, fire hydrant assembly, air release and flush valves, well site imp. AC pavement, telemetry and interior surface coating heating, jack and bore under Railroad tracks.	\$1,087,473.42	Golconda GID P.O. Box 28 Golconda, Nevada 89414-0028 Kate Nelson w/Farr (775) 851-4788
2007	20729	Stagecoach GID/2007 Water Line Imp. Site preparation, jack & bore highway, Type II base, rip rap. Install booster pump station, waterline, storage tank, CMP culverts, paving, fence and revegetation.	\$1,994,820.22	Stagecoach GID 5000 Navajo Trail Stagecoach, NV 89429 Nick Malarchik (775) 246-6135

	<p><b>80723</b>  <b>W. Center Street Reconstruction</b>  Mobilization &amp; demobilization, demolition &amp; grading, tree removal, over-excavation &amp; pit run. Placement of 8" sewer line, sewer manholes, sewer clean-out, sewer services, 12" storm drain lines, 6" storm drain lines, storm drain manholes, type I catch basins, 8" water lines, 8" gate valves, ¾" water service, double ¾" water service, 1" &amp; 2" water service. Install Fire hydrant, electrical conduits crossings, curb &amp; gutter, sidewalks, alley aprons &amp; valley gutters. Agg. Base and 3" paving.</p>	\$870,659.00	<p>City of Fallon-City Clerk Office  55 W. Williams Ave.  Fallon, Nevada 89406  (775) 423-5107</p>
2006	<p><b>60602</b>  <b>Churchill Co. Water Distribution &amp; Wastewater Collection System</b>  Install DIP/HDPE sewer force main, PVC sewer gravity main, sewer lift station, water service, air valve, manholes and Electrical. Directional Drilling, Jack and Bore, Dewatering and Asphalt Patch Paving.</p>	\$5,539,715.70	<p>Churchill County  156 N. Taylor, STE. 182  Fallon, Nevada 89406  (775) 423-2153</p>
	<p><b>40655</b>  <b>TMWA/Unit 1 Street Program</b>  Installation of 6" &amp; 8" class 150 C900 pipe, 6" &amp; 8" pressure class 350 ductile iron pipe. Gate valves, fittings, fire hydrant. Connecting to existing 4", 6" and 8" water mains. Installation of Water mains, sanitary sewer, storm drain and paving</p>	\$1,020,570.18	<p>TMWA  1355 Capital Blvd.  Reno, Nevada  Justine Chambers (775) 834-8058</p>
	<p><b>70434</b>  <b>KGID/2004 Water Main Replacement-</b>  Replaced Waterline. Repaired Trench Surface PCC &amp; AC. PRV Station/Rehab., Rock Excavation, Erosion Control, &amp; Traffic Control.</p>	\$955,649.00	<p>Kingsbury General Improvement  160 Pineridge Drive  Stateline, Nevada 89449  (775) 588-3548</p>

# BID PROPOSAL

Project Title:
Amount of Contract
Scope of Work:
<b>Company Name 4):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

# BID PROPOSAL

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

BP. 66

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

*Christian Gross*  
Printed Name

*SECRETARY*  
Title

*7/8/2011*  
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	<i>0.85</i>	<i>6.38</i>
2006	<i>0.85</i>	<i>7.77</i>

<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.67 **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	
SILVER STATE BORING, Inc.	P.O. Box 2376, Gardnerville, NV	
Phone	Nevada Contractor License #	Limit of License
(775) 265-2003	27468A	\$1,000,000.00
Description of work		
DIRECTIONAL DRILLING		
Name of Subcontractor	Address	
<del>NORTHERN NEVADA CONCRETE, Inc.</del>	<del>1775 HIDDEN HILLS DR, SPARKS, NV</del>	
Phone	Nevada Contractor License #	Limit of License
<del>(775) 342-6240</del>	<del>56926</del>	<del>\$400,000.00</del>
Description of work		
CONCRETE WORK		
Name of Subcontractor	Address	
THOLL FENCE	P.O. Box 855, Sparks, NV	
Phone	Nevada Contractor License #	Limit of License
(775) 358-8680	5493A	UNLIMITED
Description of work		
Fencing		
Name of Subcontractor	Address	
<del>MAPLE SUBCONTRACTING</del>		
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
TITAN ELECTRICAL CONTRACTING	P.O. Box 18202 Reno, NV	
Phone	Nevada Contractor License #	Limit of License
(775) 857-1500	69814	\$1,600,000.00
Description of work		
ELECTRICAL		
Name of Subcontractor	Address	
LUCKY CONCRETE	2255 BYRNS LANE, SPARKS NV	
Phone	Nevada Contractor License #	Limit of License
(775) 331-7755	18395	UNLIMITED
Description of work		
CONCRETE WORK		

# BID PROPOSAL

## SUBCONTRACTORS

BP.68 **INSTRUCTIONS:** for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
Pavement Recycling Systems	16240 San Severino Way, Merced, CA	
Phone	Nevada Contractor License #	Limit of License
(661) 948-5599	36228	Unlimited
Description of work		
Cold Milling		
Name of Subcontractor	Address	
Kelley Erosion Control, Inc.	2345 B Tampa St., Reno, NV	
Phone	Nevada Contractor License #	Limit of License
(775) 322-7755	27423B	\$1,000,000.00
Description of work		
Hydroseeding		
Name of Subcontractor	Address	
Parsons Drilling, Inc.	P.O. Box 1265, Fallon, NV 89407	
Phone	Nevada Contractor License #	Limit of License
(775) 867-3009	29064	\$500,000.00
Description of work		
Dewatering Wells		
Name of Subcontractor	Address	
MADCA Surveying	9498 Double R Blvd., Reno, NV	
Phone	Nevada Contractor License #	Limit of License
(775) 842-2421	PROF. SERV	
Description of work		
Surveying		
Name of Subcontractor	Address	
NEVADA BARRICADE & SIGNS	975 INDUSTRIAL WAY, SPARKS, NV	
Phone	Nevada Contractor License #	Limit of License
(775) 355-6755	52315	\$2,000,000.00
Description of work		
STRIPING/SIGNS		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.69 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		

(FOR SUBCONTRACTORS EXCEEDING ONE (1) PERCENT OF BID AMOUNT OR \$500,000, WHICHEVER IS GREATER.)

CONTRACT NO. \_\_\_\_\_ CONTRACTOR A: K. EARTHMOVERS, Inc.

PROJECT NO. (S) IND # CE-2011-301 ADDRESS 12251 Truckee Canyon Ct. Sparks, NV 89434

BID AMOUNT \$ ~~3,472,000.00~~ <sup>CS</sup> 3,472,000.00 CS

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
<u>Pavement Recycling Systems</u>	<u>Various</u>	<u>Colbelling/Removal</u>		<u>-</u>
<u>Kelley Erosion Control</u>	<u>B1.75</u>	<u>Addressing</u>		<u>-</u>
<u>Parsons Drilling</u>	<u>Various</u>	<u>Fencing</u>		<u>-</u>
<u>MAPCA Surveying</u>	<u>-</u>	<u>Surveying</u>		<u>-</u>
<u>NEVADA BARBARDE SIGN</u>	<u>Various</u>	<u>Striping &amp; Signs</u>		<u>-</u>

NOTE: Subscription 108.91 of the Standard Specification and these Special Provisions apply to Subletting of any portion of the contract.

SIGNATURE [Signature] DATE 7/8/2011

CONTRACTOR'S

TELEPHONE NO. 775 825-1636

**CARSON CITY BIDDER SUBCONTRACTOR INFORMATION**

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

CONTRACT NO. 4.0604 CONTRACTOR A & K Earth-Movers, Inc

PROJECT NO. (S) AA# CC 2011-301 ADDRESS 1225 TRUCKEE Canyon Ct. Sparks, NV 89434

BID AMOUNT \$ ~~3,472,000.00~~ 3,472,000.00 CS

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
<u>Silver State Booring Inc</u>		<u>Directional Drilling</u>		<u>-</u>
<u>Lucky Concrete CS</u>		<u>Concrete work</u>		<u>-</u>
<u>Tholl Fence</u>		<u>Fencing</u>		<u>-</u>
<u>Titan Electrical</u>		<u>Electrical</u>		<u>-</u>

NOTE: Subscription 105.01 of the Standard Specification and these Special Provision apply to Subletting of any portion of the contract.

SIGNATURE [Signature] DATE 7/8/2011

CONTRACTOR'S

TELEPHONE NO. 775 895-1636

# 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 \$500,0001 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.

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<sup>1</sup> There 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 Federal financial assistance agency.

# BID PROPOSAL

- 4b. If appropriate, identify specific department or agency Federal financial assistance pro-gram 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.
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; how-ever, 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. Include all qualifying second tier purchases executed this quarter regardless of when the first tier procurement occurred.
2. Check MBE or WBE.

PART II.

Procurement Made By	Business Enterprise		\$ Value of Procurement	Date of Award (MM/DD/YY)	Type of Product or Service <sup>1</sup> (Enter Code)	Name/Address of MBE/NB
	Minority	Women				

<sup>1</sup>Type of product or service codes:

- 1 – Agriculture
- 2 – Mining
- 3 – Construction
- 4 – Manufacturing
- 5 – Transportation
- 6 – Wholesale Trade
- 7 – Retail Trade
- 8 – Finance, Insurance, Real Estate
- 9 – Services
  - a – Business Services
  - b – Professional Services
  - c – Repair Services
  - d – Personal Services
- 10 - Other



# 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  201__	REPORTING QUARTER (Check appropriate box)  ___ 1 <sup>st</sup> (Oct-Dec) ___ 2 <sup>nd</sup> (Jan-Mar) ___ 3 <sup>rd</sup> (Apr-Jun) ___ 4 <sup>th</sup> (Jul-Sep)
<b>Federal Financial Assistance Agency</b> 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:

# BID PROPOSAL

BP. 70

## 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.



# BID PROPOSAL

BP. 71

## MATERIAL SUPPLIER 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 25 percent of the suppliers of the materials used for the public work will be located in Nevada. In order to ensure compliance the prime contractor shall submit with its monthly application for progress payment a Material Supplier Report completed by each contractor engaged on the public work.

- EACH contractor and subcontractor must complete the Material Supplier Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly application for progress payment.
- For the first report submitted, each contractor and subcontractor should list every supplier of materials used in connection with the public work. Include a brief list or description of the materials supplied in the space provided on the report.
- For each subsequent month, add only those suppliers not previously reported to the Material Supplier Report and submit the newly-revised report. If no additional suppliers have been added, you may submit the previous month's report.
- DO NOT DELETE ANY NAMES. This report is intended to serve as a cumulative list of all suppliers of materials over the duration of the project to verify compliance with the minimum requirements of the affidavit.

# BID PROPOSAL



## MATERIAL SUPPLIER REPORT

Project Name: \_\_\_\_\_ Contract Number : \_\_\_\_\_  
General Contractor: \_\_\_\_\_ PWP # \_\_\_\_\_  
Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

Material Supplier Name	Address	Material Supplied

# BID PROPOSAL

## Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, CHRISTIAN SPASSO, on behalf of the Contractor, A & K EARTH SERVICES, INC. swear and affirm that in order to be in compliance with NRS 338.XXX\* and be eligible to receive a preference in bidding on Project No. 4.0809, Project Name EAST WEST WATER TRANSDUCTION, I certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of A & K EARTH SERVICES, INC., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX\*:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 144 on April 27, 2011, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.

By: CHRISTIAN SPASSO Title: SECRETARY

Signature: [Signature] Date: 7/8/2011

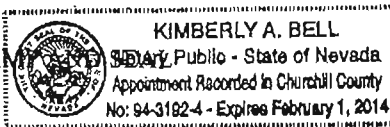
Signed and sworn to (or affirmed) before me on this 8th day of July, 2011, by CHRISTIAN SPASSO (name of person making statement)

State of Nevada

)ss.

County of Churchill

[Signature]  
Notary Signature





# NEVADA STATE CONTRACTORS BOARD


9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
2370 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 488-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-18-0004

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 24548 ORIGINAL ISSUE DATE: 04/08/1987 BUSINESS TYPE: CORPORATION CLASSIFICATION: A - GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON MAY 1, 2011 AND EXPIRES ON APRIL 30, 2012, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

  
\_\_\_\_\_  
NANCY MATHIAS, LICENSING ADMINISTRATOR FOR DATE 4-15-2011  
MARGI GREIN, EXECUTIVE OFFICER



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

# BID PROPOSAL

## BP.72 ACKNOWLEDGMENT AND EXECUTION:

STATE OF NEVADA )  
COUNTY OF Churchill ) SS

I, CHRISTIAN SPROSS (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "EAST-WEST WATER TRANSMISSION MAIN PROJECT - PHASE 1", contract number 1011-243, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

## BIDDER:


PRINTED NAME OF BIDDER: CHRISTIAN SPROSS  
TITLE: SECRETARY  
FIRM: A & K EARTH MOVERS, Inc.  
Address: 12751 TRUCKEE CANYON COURT  
City, State, Zip: SPARKS, NV 89434  
Telephone: (775) 825-1636  
Fax: (775) 825-6171  
E-mail Address: CSPROSS@AKREARTHMOVERS.COM

[Signature]  
(Signature of Bidder)

DATED: 7/8/2011

Signed and sworn (or affirmed) before me on this 8th day of July, 2011, by CHRISTIAN SPROSS

[Signature]  
(Signature of Notary)

 **KIMBERLY A. BELL**  
Notary Public - State of Nevada  
Appointment Recorded in Churchill County  
No: 84-3182-4 - Expires February 1, 2014  
(Notary Stamp)

END OF BID PROPOSAL



**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 3**  
**Carson City, NV 89701**  
**775-283-7137/FAX 887-2107**  
**<http://www.carson.org/index.aspx?page=998>**

**NOTICE TO CONTRACTORS**  
**BID #1011-243**  
**East-West Water Transmission Main Project – Phase I**  
**"PWP # CC-2011-301"**

June 24, 2011

Addendum No. 1

Please make the following additions/changes to the above referenced project.

1. The time of the informal pre-bid conference has changed. An informal pre-bid conference will be held on June 30, 2011 at the Conference Room located at 3505 Butti Way, Carson City, Nevada and will commence promptly at 2:30 PM. Attendance is not required to bid on this project.
2. At Section 3.0 of the Special Conditions, replace GC 3.4.1 in its entirety the following text:  
**GC 3.4.1 Additional Order of Work:**  
No work shall be performed east of STA 62+00 prior to September 21, 2011.

All work west of STA 24+00 shall be completed by August 21, 2011. All closures in this area require two days notice and coordination with the bus yard.

If the August 21, 2011 date is not met, the following conditions apply:

- a) Liquidated damages will apply in accordance with GC 3.13 if the roadway area west of STA 24+00 is not fully paved and permanently striped by August 21, 2011.
- b) No work can be performed west of STA 13+00 on weekdays. Work may only be performed in this area on weekends during normal daytime working hours.
- c) No work can be performed between STA 13+00 and STA 24+00 on weekdays between the hours of 5:30 AM and 5:00 PM. Work may be performed in this area during weekday nighttime hours or 24 hours a day on the weekends.
- d) After August 21, 2011, Robinson St. and Saliman Road must be completely open to traffic with no lane closures

on weekdays between the hours of 5:30 AM and 5:00 PM. At a minimum, the roadway must be left as smooth, compacted gravel base the full width of the roadway.

3. At GC 3.13 LIQUIDATED DAMAGES add the following:  
If the roadway area west of STA 24+00 is not fully paved and permanently striped by August 21, 2011, liquidated damages of \$1,000 per day will apply.
4. At SP 2.2.23, Change "4-inch HDPE Conduit (HDD Section)" to "4-inch Fusible PVC (HDD Section)
5. Replace the bid proposal in it's entirety with the following:

As of 6/24/2011, the following questions have been received. Answers are provided in italics

1. How many bores there will be for the horizontal directional drilling portion of the project?

*One bore hole for the 36" Casing Pipe, and (3) 4" conduits on the outside of the Casing Pipe to be pulled together. The 24" Water Main with Casing Spacers are to be inside the Casing Pipe.*

2. Per the plans, approximately 1,050 LF of 24" DR 25 PVC pipe must be restrained using factory coated ductile iron glands with 304 SS nuts, bolts and washers. Is Fusible PVC™ an acceptable alternative to restrained bell and spigot PVC – for the previous Carson City projects it has been included and installed as an "or equal"?

*Fusible PVC may be used in place of the restrained pipe, however the City has purchased 1100 lineal feet of the 24" C905 pipe to expedite the construction of the water main on the west end of the project. If the contractor chooses to use Fusible PVC for this area, no extra time will be provided and no additional cost will be charged to the City for this change.*

**CARSON CITY PURCHASING AND CONTRACTS**  
201 North Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137/FAX 887-2107  
<http://www.carson.org/index.aspx?page=998>

**NOTICE TO CONTRACTORS**  
BID #1011-243  
East-West Water Transmission Main Project – Phase I  
"PWP # CC-2011-301

July 5, 2011

Addendum No. 2

Replace the bid proposal in it's entirety with the following:  
Bid Proposal:

**GC 3.7 CITY-FURNISHED MATERIALS**

*Add the following:*

The City is furnishing (5) five 24-inch Butterfly Valves for use on the project. Contractor is responsible to picking up valves from the City Corporate Yard at 3505 Butti Way, transporting it to the site and installing them, see SP 2.2.26 for installation bid item.

**GC 7.4.5 Traffic Access**

*Add the following:*

The intersection of Saliman Road and Robinson Street may be closed to traffic from the notice to proceed date through August 21, 2011. Butti Way may be closed to through traffic during construction. Access to the City Yard and offices must be maintained throughout construction. All traffic detours must be approved by the construction manager prior to the installation of signage.

**Replace SP 2.2.8 with the following:**

**2.2.8 Unclassified Excavation (Estimated at 1500 CY)**

- A. Work under this bid item shall conform to the requirements of Section 1008 of the Technical Specifications and other applicable Technical Specifications contained herein. The estimated quantity listed for Unclassified Excavation is provided for Bidders information only. This quantity has been estimated by calculating the theoretical volume of material to be excavated below an assumed 0.4 foot strip of existing surface improvements and cleared materials. No guarantee of the accuracy of this volume is provided as it is up to the Bidder to determine the actual quantity of material to be excavated.
- B. Measurement for this item will be per lump sum.
- C. Payment for this item will be made at the lump sum price named in the Proposal Summary and is not subject to adjustment under section GC 6.4.4, which price shall constitute full compensation for verification of actual material quantity, excavation, removal of excess material off the project site, embankment construction, compaction, subgrade preparation and all other labor, tools, equipment, materials and incidentals required to perform the work.

**SP 2.2.10**

Remove the 6' Wide Valley Gutter Bid Item

**Replace SP 2.25 with the following:**

- 2.2.25 6-Inch PVC C905 Water Main DR 25,  
10-Inch PVC C905 Water Main DR 25,  
24-Inch PVC C905 Water Main DR 25, Installation only,  
24-Inch PVC C905 Water Main DR 25,  
24-Inch Fusible PVC C905 Water Main DR25,  
36-Inch Fusible PVC C905 Water Main DR25

- A. Work under these bid items shall conform to the requirements of Sections 2001 through 2021, as applicable, of the Technical Specifications and other applicable Technical Specifications contained herein.

PVC pressure piping shall be manufactured by CertainTeed Corporation; Diamond Plastic Corporation; Northern American Pipe Corporation or Northern Pipe Products, or equal. Any other manufacturer shall require a formal substitution request

Carson City has pre ordered some 24-inch watermain pipe for this project. The installation only bid item is for installing this pipe. This pipe is to be used on Robinson Street from "WM" 10+00 to approximately "WM" 21+00 only. This pipe is to be picked and transported by the Contractor from the City's Corporate Yard, coordinate with Construction Manager.

Casing spacer shall be placed as shown on the plans are included with the Fusible PVC bid item, no separate measurement will be made. Fusible PVC shall be horizontal directional drilled per the following specification:

## PART 1

### 1.1 SUMMARY

A. This Section includes horizontal directional drilling, also commonly called directional boring, to install high density polyethylene pressure pipe including the following:

1. Pilot Hole
2. Ream and Pull Back
3. Drilling Fluids
4. Environmental Provisions

### 1.2 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene-monomer rubber
- B. FRP: Fiberglass-reinforced plastic
- C. PPI: Plastics Pipe Institute

### 1.3 SUBMITTALS

- A. As-Built of Pilot Hole
- B. Log of Pull Back Forces
- C. Informational Submittals: As follows:
  1. Installation plan including the following:
    - a. Location and size of drilling and receiving pits
    - b. Method of Dewatering
    - c. Proposed equipment
    - d. Method of removing spoils materials
    - e. Drilling plan including types of drilling fluids, cleaning and recycling equipment estimated flow rates, and procedures for minimizing drilling fluid escape.

- f. Survey plan to track and locate pilot hole.

## PART 2: PRODUCTS

### 2.1 PIPE MATERIALS

- A. Fusible PVC

### 2.2 TRACER WIRE

### 2.3 CASING SPACERS

## PART 3: EXECUTION

3.1 PILOT HOLE: Monitor the position of the drill string with downhole drill guidance system as the pilot bore advances. Provide and maintain instrumentation to locate the pilot hole and measure drilling fluid flow and pressure. Alignment Tolerances for the Pilot hole shall be plus/minus 3.0-feet horizontally and 1.0-feet vertically from the alignment identified on the Drawings unless otherwise approved by the CONSTRUCTION MANAGER or as allowed by these Specifications. CONTRACTOR shall ensure that the minimum depth of cover as identified on the Drawings is maintained by the proposed pipeline, and may construct the pipe line to a depth greater than that as shown on the Drawings provided that a positive gradient is maintained on the pipeline at all times and that no "crest" or "high-points" are created in the pipeline alignment.

3.2 AS-BUILT SURVEY: Determine the actual horizontal and vertical alignment of the pilot bore at intervals not exceeding 25 feet. Submit a complete set of as-built drawings showing all bores (successful and failed) within 30 calendar days of completing the work. The drawings shall show the appropriate elevations and be referenced to the project benchmark and datum. Include bore notes on the as-built drawing stating the final bore diameter, product diameter, drilling fluid composition, composition of any other material used to fill the annular void between the bore path and the product.

### 3.3 REAM AND PULL BACK:

- A. Reaming: Ream the pilot hole upon completion of the pilot bore. The number and size of the reaming operations shall be at the discretion of the CONTRACTOR.
- B. Pulling Loads: Continuously measure and record the force exerted on the pipe during pull back of the Fusible PVC pipe using a load sensor between the pulling equipment and the pipe. Limit the pull back force to the maximum allowed by the pipe manufacturer. Control the pull applied to the pipe by devices such as hydraulic pressure regulator and a load sensor between the pulling equipment and the pipe.
- C. Torsion and Stresses: Install a swivel to connect the Fusible PVC pipe to the drill pipe during pull back.

- D. Pipeline Support: Support pipe with rollers and side boom during pull back.
  - E. Tracer Wire: Install a minimum of two separate continuous tracer wires along with Fusible PVC pipe. Tracer wires shall be located on opposite sides of the pipe. Connect any break in the conductor lines with an electrical clamp of solder, and coat the connection with a rubber or plastic insulator to maintain the integrity of the connection from corrosion. Clamp connections must be made of brass or copper and of the butt end type with wires secured by compression. Soldered connections shall be made by tight spiral winding of each wire around the other with a finished length of three (3) inches minimum.
  - F. Pipe Cleaning: Upon completion of pull back operations, clean pipe with cleaning pigs to remove residual water, drilling fluids, and debris.
- 3.5 DRILLING FLUIDS: Use drilling fluids that comply with all environmental regulations. Provide written certification that all chemicals and materials to be added are environmentally safe and not corrosive to the installation. Make provisions for handling drilling fluids and cuttings at entry and exit pits. Do not discharge drilling fluids into waterway. Maintain a closed loop drilling fluid system. Dispose of excess drilling fluids at a permitted location. Monitor drilling fluid pumping rate, pressures, viscosity and density during pilot hole bore, back reaming and pipe installation.
- 3.6 COMPLETION OF INSTALLATION: Upon completion of work, backfill entry and exit pits, re vegetate disturbed areas and clean site as shown on drawings.
- 3.7 FAILED BORE PATH: Remove materials installed in a failed bore path. Fill all voids by injecting all annular space with excavatable flowable fill. Submit a revised plan to the ENGINEER for approval before resuming work at another location.
- 3.8 FIELD QUALITY CONTROL:
- A. As Built Survey: At completion of pilot hole drilling, provide a tabulation of the coordinates referenced to the drilled entry point, which accurately describes the location of the pilot hole and deviation from horizontal and vertical alignment shown on the drawings.
  - B. Pressure Test: Conduct pressure test in accordance with the Technical Specifications, replace leaking pipe using new materials, and repeat testing until leakage is within allowed tolerances.
- B. Measurement of these items will be per Lineal Foot through valves and fittings in place.



- C. Payment for installing these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for transporting city furnished pipe, sawcutting, excavation, drilling, furnishing and placing the pipe including pipe, casing spacers, fittings, thrust blocks and restraining devices, imported bedding, backfill, locating wire and tape and all other work, labor, equipment and materials necessary for a complete installation.

**Replace SP 2.2.26 with the following:**

2.2.26 8-Inch Gate Valve,  
10-Inch Gate Valve,  
24-Inch Butterfly Valve, installation only  
Water Main Line Location Riser

- A. Work under these bid items shall conform to the requirements of Sections 2001 through 2021, as applicable, of the Technical Specifications and other applicable Technical Specifications contained herein.

Work under these bid items include cut in valves as shown on the plans.

- B. Measurement of these items will be for Each gate valve or water main location riser.
- C. Payment for installing these items will be made at the unit price named in the Proposal Summary, which price shall constitute full compensation for furnishing or transporting city furnished butterfly valves to the site, and placing the gate valve including thrust block and restraining devices, riser, valve box and cover, imported bedding, backfill, de-watering, stabilization, locating wire and tape, portland cement concrete collar, asphalt concrete, and all other work, labor, equipment and materials necessary for a complete installation.

As of 7/1.2011, the following questions have been received. Answers are provided in italics.

1. How long can the 10" water main on Saliman remain closed? There could be a problem with doing the tie in before the 24" is tested and disinfected.  
*The 10" water main in Saliman Road may be closed notice to proceed date through August 21, 2011.*
2. What type of traffic control will the City allow for Robinson/Saliman Intersection construction? Will we be allowed to close that intersection during working hours? Can it be closed for 24 hours?  
*Please see the traffic access revision in this addendum.*
3. What deflection test is required on the casing pipe to drilled?  
*The deflection test is removed from this item, see revision to SP2.2.25 in this addendum.*
4. How are the spandrels paid for on the valley gutters?  
*The valley gutters and pans are paid for under the PCC Concrete, 6-inch thickness with AGG Base bid item. See revision to SP 2.2.10 in this addendum.*
5. Bid Item BP.17 call for 5,000 square feet of PCC Concrete (6-Inch). Per our take off we can only find 976 square feet which is the commercial aprons. Can you tell us where the remaining quantity be located.  
*This question is addressed in this addendum.*
6. I need help locating the specification for the casing spacers that go on the 24" FPVC in the directional drill. Can you tell me where to find it in the spec's, please.  
*This question is addressed in this addendum.*

**Kim Bell**

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**From:** Kim Bell  
**Sent:** Monday, June 27, 2011 3:22 PM  
**To:** 'Nikki Daly'  
**Subject:** DBE Advertising

Hi Nikki,

Could you please advertise for A & K Earth Movers on the following projects:

**East-West Water Transmission Main**

Bid Date: 7/8/2011 @ 10:00 AM  
Owner: Carson City Purchasing & Contracts  
201 N. Carson St., Carson City, NV 89701

**Incline Creek at Lakeshore Culvert Replacement**

Bid Date: 7/14/2011 @ 2:00 PM  
Owner: Incline Village General Improvement District  
1220 Sweetwater Rd., Incline Village, NV 89451

Thank you

Kim Bell  
A & K Earth Movers

6/27/2011

# CURRENTLY BIDDING

Friday, July 08, 2011 (CONTINUED)

#33 **EAST-WEST WATER TRANSMISSION MAIN PROJECT, CARSON CITY, NV** PWP-  
**CC-2011-301**

**STATUS:** Water/Sewer  
**DUE:** 7/8/2011 @ 10:00 AM  
**PRE-BID:** 6/30/11 @ 2:30 PM  
**ADDENDA RECEIVED:** 1  
**OWNER:** Carson City Public Works  
3505 Buttl Way  
Carson City, NV 89701  
PH: (775) 283-7137 Fax: (775) 887-2112

**PROJECT:**

Carson City is accepting sealed bids for all labor, materials, tools and equipment necessary for the above referenced East-West Water Transmission Main Project-Phase I. The project consists of, but is not limited to, installing approximately 5,500-feet of new 24" PVC water line beginning at the intersection of Robinson Street and Saliman Drive and extending to the intersection of Buttl Way and Airport Road in Carson City, Nevada. Approximately 940 lineal feet of this transmission main shall be horizontal directionally drilled. This project also includes roadway improvements in Robinson Street, Saliman Road, Buttl Way and Airport Road and the reconfiguration of the intersection of Airport Road and Buttl Way. These improvements include approximately 170,000 square feet of paving of varying depths, 4,300 lineal feet of curb and gutter, and 25,000 square feet of sidewalk, associated roadway ditch, culvert extensions and approximately 16,000-feet of new 4" PVC conduit. The project includes, but is not limited to, all trench excavation, new pipe and related appurtenances, trench backfill, asphalt and concrete replacement and all other common phases of construction customarily associated with this type of project.

**BID DOCS:**

Contract Documents may be obtained from Owner's website or SCS for the cost of reproduction.

**ENGINEERS EST:** \$4,100,000.00 to \$4,100,000.00

**PLANHOLDERS LIST TO DATE**

**\*A & K EARTH MOVERS**

12251 Truckee Canyon Court  
Sparks, NV 89434  
(775) 825-1636 FAX: (775) 825-6171  
(MBE/WBE/DBE/DVBE)

**CAMPBELL CONSTRUCTION**

36 Glen Carran Cir.  
Sparks, NV 89431  
(775) 677-9111 FAX: (775) 677-9191

**\*CONTRI CONSTRUCTION CO**

1005 Terminal Way, Suite 243  
Reno, NV 89502

(775) 786-8550 FAX: (775) 786-9829  
(MBE/WBE/DBE/DVBE)

**\*GERHARDT & BERRY CONSTRUCTION**

PO Box 7637  
Reno, NV 89510  
(775) 359-8817 FAX: (775) 359-1945  
(MBE/WBE/DBE/DVBE)

**\*RAPID CONSTRUCTION**

PO Box 21503  
Carson City, NV 89721  
(775) 883-4269 FAX: (775) 883-4289  
(MBE/WBE/DBE/DVBE)

\*General Contractor requesting sub-bids



Charles Sherven

Sales Office • 775-852-3878  
3705 Lamay Lane Fax • 775-852-3879  
Reno, NV 89511 Mobile • 775-742-3963  
csherven@envirotechservices.com Orders • 800-577-5346  
PEOPLE HELPING PEOPLE IMPROVE THEIR ENVIRONMENT

- Road Stabilization / Dust Control  
Chloride and Non-chloride
- De-icing/Anti-icing  
Liquid and Granular
- Specialty Products

### DBE Opportunity

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title East-West Water Transmission Main

intro DBE Solicitation

date\_happen 07/08/2011

date\_show 06/27/2011

date\_expire 07/08/2011

support\_doc

details

A & K Earth Movers, Inc. seek quotes from qualified DBE Subcontractors/Suppliers on the above referenced project in the following classifications fo work, pipe supplers, asphalt oil suppliers, traffic control services, quality control services, etc. Plans & specifications are available at our office in Sparks, located at 12251 Truckee Canyon Court, Sparks, NV, telephone number (775) 825-1636 and the point of contact is Tony Autino.

NAICS Codes:

- No NAICS Codes set

#### Vendors similar to the Opportunity's description:

No vendors have matching NAICS codes.

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