

**City of Carson City
Agenda Report**

Date Submitted: October 24, 2014

Agenda Date Requested: November 6, 2014

Time Requested: 5 minutes

Labor Commissioner PWP # CC-2014-330

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that K.G. Walters Construction Co., Inc. is the lowest responsive and responsible bidder pursuant to Nevada Revised Statute (NRS) Chapter 338 and to award Contract No. 1415-061 titled "Sodium Hypochlorite Tank Replacement Project" to K.G. Walters Construction Co., Inc. for a base bid amount of \$499,500.00 with a contingency amount not to exceed \$25,000.00 for a total contract amount of \$524,500.00 to be funded from the Capital Projects/Construction Account in the Sewer Fund as provided in the FY 2014/2015 Budget. *(Kim Belt)*

Staff Summary: Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Wastewater Reclamation Plant Sodium Hypochlorite Tank Replacement Project. Project consists of removing and replacing two existing sodium hypochlorite tanks as well as replacing all plumbing and constructing a containment basin around the new tanks. The project also consists of installing two new emergency eyewash/shower stations, upgrading the buildings electrical and controls, and installing a new sodium hypochlorite line to the RAS. The project is subject to the American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014. Compliance with 40 CFR Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs is required.

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 K.G. Walters Construction Co., Inc. is the lowest responsive and responsible bidder pursuant to Nevada Revised Statute (NRS) Chapter 338 and to award Contract No. 1415-061 titled "Sodium Hypochlorite Tank Replacement Project" to K.G. Walters Construction Co., Inc. for a base bid amount of \$499,500.00 with a contingency amount not to exceed \$25,000.00 for a total contract amount of \$524,500.00 to be funded from the Capital Projects/Construction Account in the Sewer Fund as provided in the FY 2014/2015 Budget.

Explanation for Recommended Board Action: **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on September 10, 2014. The bids were opened at approximately 11:10 a.m. on October 15, 2014 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Don Turley, Resource Development Company; Dave Backman, K.G. Walters; Danny Rotter and Darren Anderson, 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 Base Bid Amount |
|-------------------------------------|------------------------------|
| K.G. Walters Construction Co., Inc. | \$499,500.00 |
| Resource Development | \$554,400.00 |

Staff recommends award to K.G. Walters Construction Co., Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

Engineers Estimate: \$340,000.00

Project Budget: \$500,000.00

Fiscal Impact: Not to exceed \$524,500.00

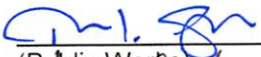
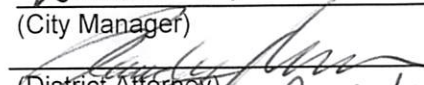
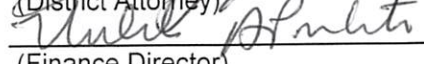
Explanation of Impact: If approved the below referenced account could be decreased by \$499,500.00 plus contingency of \$25,000.00 for a total contract amount of \$524,500.00.

Funding Source: Public Works Capital Projects/Construction Account Budget in the Sewer Fund: account 510-3205-434-70-40 for \$499,500.00 and contingency of \$25,000.00 if needed, for a total of \$524,500.00. Currently there is \$2,740,402.15 budgeted in the account.

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

Supporting Material: Bid Tabulation Report, Contract No. 1415-061, and Bid Response.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: 
(Public Works)
Nicholas Mariano
(City Manager)

(District Attorney)

(Finance Director)

Date: 10/28/14
Date: 10/28/14
Date: 10/28/14
Date: 10/28/14

Board Action Taken:

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

(Vote Recorded By)

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

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

Notice to Contractors Bid# 1415-061 Sodium Hypochlorite Tank Replacement Project

Date and Time of Opening: October 15, 2014 at 11:10 am

| Description | | | | Bidder # 1 | | Bidder # 2 | | Bidder #3 | |
|---------------------------------------|--|------|------------|-------------------------|---------------|----------------------|---------------|-------------|---------|
| | | | | KG Walters Construction | | Resource Development | | | |
| BONDING Provided, \$, %, or no | | | | 5% | | 5% | | | |
| BIDDER acknowledges receipt addendums | | | | 3 | | 3 | | | |
| Description | Sched Value | Unit | Unit price | Total price | Unit price | Total price | Unit price | Total price | |
| Base Bid Items - Schedule A | | | | | | | | | |
| 1 | Mobilization, Demobilization and Clean-Up (SC 6.2.2) | 1 | LS | \$10,000.000 | \$10,000.000 | \$9,500.000 | \$9,500.000 | | \$0.000 |
| 2 | Demolition of Existing NaOCl System (SC 6.2.3) | 1 | LS | \$40,000.000 | \$40,000.000 | \$26,300.000 | \$26,300.000 | | \$0.000 |
| 3 | Concrete Containment Basin (SC 6.2.4) | 1 | LS | \$118,000.000 | \$118,000.000 | \$151,300.000 | \$151,300.000 | | \$0.000 |
| 4 | Sodium Hypochlorite Tanks (SC 6.2.5) | 2 | EA | \$21,000.000 | \$42,000.000 | \$24,050.000 | \$48,100.000 | | \$0.000 |
| 5 | Sodium Hypochlorite Plumbing and Controls (SC 6.2.6) | 1 | IS | \$180,000.000 | \$180,000.000 | \$216,100.000 | \$216,100.000 | | \$0.000 |
| 6 | Site Infrastructure (SC 6.2.7) | 1 | LS | \$55,000.000 | \$55,000.000 | \$44,600.000 | \$44,600.000 | | \$0.000 |
| 7 | Access and Egress Upgrades (SC 6.2.8) | 1 | LS | \$4,500.000 | \$4,500.000 | \$13,500.000 | \$13,500.000 | | \$0.000 |
| 8 | Fire Sprinkler System (SC 6.2.9) | 1 | LS | \$24,000.000 | \$24,000.000 | \$18,400.000 | \$18,400.000 | | \$0.000 |
| 9 | Emergency Eyewash and Shower (SC 6.2.10) | 1 | LS | \$26,000.000 | \$26,000.000 | \$26,600.000 | \$26,600.000 | | \$0.000 |
| 10 | Total Base Bid Price (Schedule A) | | | | \$499,500.000 | | \$554,400.000 | | \$0.000 |
| Total Bid Price written in words? y/n | | | | Y | | Y | | | |
| Bidder Information provided? y/n | | | | Y | | N | | | |
| Sub Contractors listed? y/n or none | | | | 5% | | 5%, 1% | | | |
| Bid Document executed? y/n | | | | Y | | Y | | | |
| SRF Forms completed? y/n | | | | Y | | Y | | | |
| END OF DOCUMENT | | | | | | | | | |

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Title: Sodium Hypochlorite Tank Replacement Project
Contract No.: 1415-061

THIS CONTRACT made and entered into this 6th day of November, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and K.G. Walters Construction Co., Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for 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, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does X) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No. 1415-061, titled Sodium Hypochlorite Tank Replacement Project (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 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, and a CONTRACTOR'S attachment shall not contradict or supersede any CITY specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 CONTRACTOR agrees that the Contract Documents for Bid No.1415-061 including, 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, hereinafter all 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 of this Contract

2.1.2 CONTRACTOR additionally agrees CONTRACTOR'S Bid Bond, Bid Proposal, 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, hereinafter all referred to as Exhibit B, are incorporated herein and made a part of this Contract.

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

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2.2 The attached incorporated General Conditions ("GC") document provides in Section GC 1.3 a "Governing Order of Bidding and Contract Documents," which shall be applicable to this Contract.

3. **CONTRACT TERM AND LIQUIDATED DAMAGES:**

3.1 **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 **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** 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 **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, 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 within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. **NOTICE:**

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website (www.carson.org), 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, by 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.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Walt Johnson, President
K.G. Walters Construction Co., Inc.
P.O. Box 4359
Santa Rosa, CA 95402
email: waltjohnson@kbwalters.com

4.3 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

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the **WORK** specified in the Contract for the Contract Amount of Four Hundred Ninety Nine Thousand Five Hundred and 00/100 (\$499,500.00).

5.2 **CITY** 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 **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 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**.

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 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.

6.1.2 **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. If termination occurs under this provision, in no event 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 require 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, or lost profit on items of **WORK** not performed or of unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and **WORK** provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, **WORK**, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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6.3.2.2 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 WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 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

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

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

6.3.3 When any of the Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

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

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

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6.3.3.3 Finish the WORK by whatever reasonable method CITY may deem expedient.

6.3.4 If CITY terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 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.

6.3.4.3 In the event of such cause 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.

6.4 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 government authority, **CITY** may give immediate 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.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 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; and

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6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by CITY; and

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by CITY; and

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

6.7 **Notice of Termination:**

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the CITY'S representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the City) **no later than 15 days after the end of the month.**

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording **and** a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 **CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:**

7.3.1 The higher of the Federal or local prevailing wage rates for CITY, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the CITY for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by CITY.

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7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional 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:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any **WORK** done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, 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.*

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

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), 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.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), 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.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

11. LIMITED LIABILITY:

CITY will not waive and intends to assert available Nevada Revised Statutes 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 expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

12. 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.

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Title: Sodium Hypochlorite Tank Replacement Project
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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 Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified 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:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 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.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall 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.

14. INDEPENDENT CONTRACTOR:

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the CITY, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 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 WORK 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.

14.3 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.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), 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.

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

15. INSURANCE REQUIREMENTS (GENERAL):

15.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Sodium Hypochlorite Tank Replacement Project

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These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each

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Title: Sodium Hypochlorite Tank Replacement Project

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insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

15.14 Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 Evidence of Insurance: Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

15.16 Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

15.19 Review and Approval: Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property

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damage.

15.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

15.22.1 *Minimum Limit required:*

15.22.2 One Million Dollars (\$1,000,000.00).

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 Discovery period: Three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

16. BUSINESS LICENSE:

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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 WORK or any 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 licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or

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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.

19. 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 did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. 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 CITY, 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 CITY. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, 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 the exclusive property of CITY and all such materials shall be delivered into CITY 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 performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of CITY. Notwithstanding the foregoing, CITY shall have no proprietary interest in any materials licensed for use by CITY that are subject to patent, trademark or copyright protection.

21.2 CITY 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.

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

22. PUBLIC RECORDS:

Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. CITY will have the 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 Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend CITY for honoring such a designation. The failure to so label any document that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. 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.

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24. FEDERAL FUNDING:

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

24.1.1 **CONTRACTOR** certifies, 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.

24.1.2 **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.

24.1.3 **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 regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

25.1 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:

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

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
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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 **WORK** performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the **WORK** under this Contract involves a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a 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 ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. 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 principle of conflict-of-law that would require the application of the law of 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.

30. 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. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Title: Sodium Hypochlorite Tank Replacement Project
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AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

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

By: 
Kim Belt

Dated 10/28/14

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 10/28/14

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

By: 

Dated 10/28/14

Account #'s 510-3205-434-70-40

Project # 051301

Amount \$ 499,500

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
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Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR
BY: Walt Johnson
TITLE: President
FIRM: K.G. Walters Construction Co., Inc.
CARSON CITY BUSINESS LICENSE #: 14-00004498
NEVADA CONTRAC4359
City: Santa Rosa **State:** CA **Zip Code:** 95402
Telephone: 707-527-9968/**FAX No.** 707-527-9968
E-mail Address: waltjohnson@kgwalters.com

(Signature of Contractor)

DATED _____

STATE OF _____)
County of _____)ss

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
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Contract No.: 1415-061

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 6, 2014, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-061** and titled **Sodium Hypochlorite Tank Replacement Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 6th day of November, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 6th day of November, 2014.

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 _____, entered into a contract with CITY for **BID # 1415-061** and titled **Sodium Hypochlorite Tank Replacement Project** in accordance with drawings and specifications prepared by 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 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, 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 CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and 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 CITY or successors of CITY.

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called
CONTRACTOR, and

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter
called CITY, for the \$ _____ Dollars (state sum in words) _____
_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1415-061** and titled **Sodium Hypochlorite Tank Replacement Project** in accordance with
drawings and specifications prepared by 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 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 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. 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 CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, 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.

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We K.G. WALTERS CONSTRUCTION CO., INC.

as Principal, hereinafter called Contractor, and HARTFORD FIRE INSURANCE COMPANY

a corporation duly organized under the laws of the State of CONNECTICUT, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ 5% OF THE BID AMOUNT Dollars

(state sum in words) FIVE PERCENT OF THE BID AMOUNT

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 # 1415-061 and titled "Sodium Hypochlorite Tank Replacement Project".

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 29th day of SEPTEMBER, 2014

Signature of Principal: [Signature]

Title: Vice President

Firm: K.G. WALTERS CONSTRUCTION CO., INC.

Address: PO Box 4359

City/State/Zip Code: Santa Rosa CA 95402

Written Name of Principal: Tom Crotty

ATTEST NAME

Signature of Notary: _____

(Seal)

Subscribed and sworn before me this _____ day of _____ 2014

(printed name of notary) _____ Notary Public for the State of _____

Claims Under this Bond May be Addressed to:

Nevada Resident Agent Information
Complete for out of state bonding companies

Name of Surety HARTFORD FIRE INSURANCE COMPANY

Name of Local Agent AON RISK INSURANCE SERVICES WEST, INC.

Address ONE HARTFORD PLAZA

Address 5720 S ARVILLE STREET, SUITE 115

City HARTFORD

City LAS VEGAS

State/Zip Code CT, 06135

State/Zip Code NEVADA 89118

Name Nathan Varnold

Agent's Name RICHARD SVEC

Title NATHAN VARNOLD, ATTORNEY IN FACT

Agent's Title SR VP SURETY

Phone 415-486-7385

Agents Phone 408 534 6305

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

On October 7, 2014

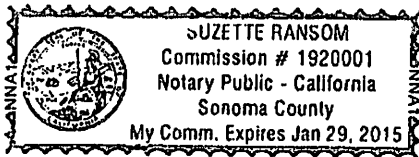
Date

before me, Suzette Ransom, Notary Public

Here Insert Name and Title of the Officer

personally appeared Tom Crotty

Name(s) of Signer(s)



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

Suzette Ransom
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

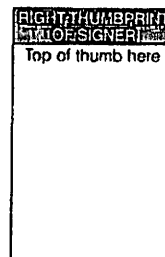
- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

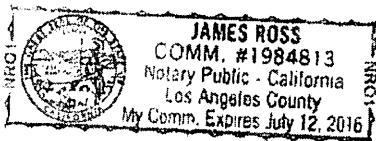
State of California

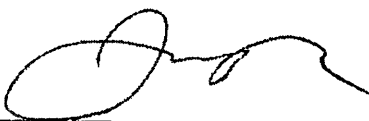
County of San Francisco

On SEP 29 2014 before me, JAMES ROSS, NOTARY PUBLIC, personally appeared NATHAN VARNOLD 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 
JAMES ROSS, Notary Public

(SEAL)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 Bond T-4
 One Hartford Plaza
 Hartford, Connecticut 06155
 call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 57-554766

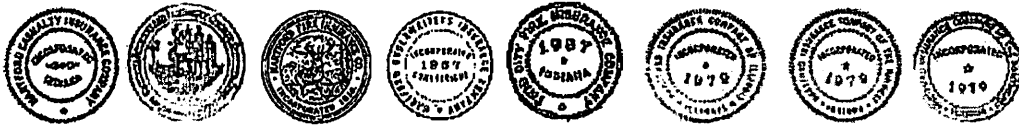
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Tom Branigan, John T. Lettieri, Paul S. Rodriguez, James Ross, Nathan Varnold of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.

SEP 29 2014



Gary W. Stumper

Gary W. Stumper, Vice President

BID PROPOSAL

BID # 1415-061

BID TITLE: "Sodium Hypochlorite Tank Replacement Project"

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

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

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

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

BIDDER acknowledges receipt of 1, 2, 3 Addendums.

SUMMARY

| | Description | Scheduled Value | Unit | Unit Price | Total Price |
|--------------------|--|-----------------|------|---------------------|-------------|
| Schedule A: | | | | | |
| BP. 1 | Mobilization, Demobilization and Clean-Up (SC 6.2.2) | 1 | LS | 10,000 - | 10,000 - |
| BP.2 | Demolition of Existing NaOCl System (SC 6.2.3) | 1 | LS | 40,000 - | 40,000 - |
| BP.3 | Concrete Containment Basin (SC 6.2.4) | 1 | LS | 118,000 - | 118,000 - |
| BP.4 | Sodium Hypochlorite Tanks (SC 6.2.5) | 2 | EA | 21,000 - | 42,000 - |
| BP.5 | Sodium Hypochlorite Plumbing and Controls (SC 6.2.6) | 1 | LS | 180,000 - | 180,000 - |
| BP.6 | Site Infrastructure (SC 6.2.7) | 1 | LS | 55,000 - | 55,000 - |
| BP.7 | Access and Egress Upgrades (SC 6.2.8) | 1 | LS | 4,500 - | 4,500 - |
| BP.8 | Fire Sprinkler System (SC 6.2.9) | 1 | LS | 24,000 - | 24,000 - |
| BP.9 | Emergency Eyewash and Shower (SC 6.2.10) | 1 | LS | 26,000 - | 26,000 - |
| BP.10 | Total Base Bid Price (Schedule A) | | | \$ 499,500 - | |

BP.11 Total Base (Schedule (A) Bid Price Written in Words:

four hundred ninety nine thousand five hundred dollars & no cents

BID PROPOSAL

BP.12 BIDDER INFORMATION:

| | |
|---------------------------------|-------------------------------------|
| Company Name: | K.G. Walters Construction Co., Inc. |
| Federal ID No.: | 94-2263833 |
| Mailing Address: | P.O. Box 4359 |
| City, State, Zip Code: | Santa Rosa CA 95402 |
| Complete Telephone Number: | 707 527-9968 |
| Complete Fax Number: | 707 527-0244 |
| Fax Number including area code: | 707 527-0244 |
| E-mail: | waltjohnson@kgwalters.com |

| | |
|----------------------------|---------------------------|
| Contact Person / Title: | Walt Johnson - President |
| Mailing Address: | P.O. Box 4359 |
| City, State, Zip Code: | Santa Rosa CA 95402 |
| Complete Telephone Number: | 707 527-9968 |
| Complete Fax Number: | 707 527-0244 |
| E-mail Address: | waltjohnson@kgwalters.com |

BP.13 LICENSING INFORMATION:

| | |
|---|-------------------------------------|
| Nevada State Contractor's License Number: | 17383 |
| License Classification(s): | A |
| Limitation(s) of License: | unlimited |
| Date Issued: | 4/25/80 |
| Date of Expiration: | 4/30/16 |
| Name of Licensee: | K.G. Walters Construction Co., Inc. |
| Carson City Business License Number: | 14-00004498 |
| Date Issued: | 3/3/14 |
| Date of Expiration: | 12/31/14 |
| Name of Licensee: | K.G. Walters Construction Co., Inc. |

BID PROPOSAL

BP.14 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: | California |
| Date Incorporated: | 10/4/74 |
| Name of Corporation: | K.G. Walters Construction Co., Inc. |
| Mailing Address | PO Box 4359 |
| City, State, Zip Code: | Santa Rosa CA 95402 |
| Telephone Number: | 707 527-9968 |
| President's Name: | Walt Johnson - President |
| Vice-President's Name: | Dave Backman - Senior Vice Pres. |
| Other 1) Name & Title: | Tom Crotty - Vice Pres |

Valerie Carmichael - Secretary

BID PROPOSAL

BP.15 MANAGEMENT AND SUPERVISORY PERSONNEL:

| Persons and Positions | Years With Firm |
|-----------------------------|-----------------|
| Name 1) <i>Walt Johnson</i> | <i>24</i> |

Title 1) *President*

| | |
|-----------------------------|-----------|
| Name 2) <i>Dave Buckman</i> | <i>19</i> |
|-----------------------------|-----------|

Title 2) *Senior Vice Pres*

| | |
|---------------------------|-----------|
| Name 3) <i>Tom Crotty</i> | <i>30</i> |
|---------------------------|-----------|

Title 3) *Vice Pres.*

| | |
|-------------------|-----------|
| Name 4) <i>Ri</i> | <i>17</i> |
|-------------------|-----------|

Title 4) *Project Manager*

| | |
|-------------------------------|-----------|
| Name 5) <i>Garrett Kosyrs</i> | <i>10</i> |
|-------------------------------|-----------|

Title 5) *Project Manager*

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

Title 6)

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

BID PROPOSAL

BP.16 REFERENCES:

Instructions:

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

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

| |
|---|
| Company Name 1): <i>see attached list</i> |
| Contract Person: |
| Mailing Address: |
| City, State, Zip Code: |
| Complete Telephone Number: |
| E-Mail Address: |
| Project Title: |
| Amount of Contract: |
| Scope of Work: |
| |
| Company Name 2): |
| Contract Person: |
| Mailing Address: |
| City, State, Zip Code: |
| Complete Telephone Number: |
| E-Mail Address: |
| Project Title: |
| Amount of Contract: |
| Scope of Work: |
| |
| |


BID PROPOSAL

| |
|-----------------------------------|
| Company Name 3): |
| Contract Person: |
| Mailing Address: |
| City, State, Zip Code: |
| Complete Telephone Number: |
| E-Mail Address: |
| Project Title: |
| Amount of Contract |
| Scope of Work: |
| |
| Company Name 4): |
| Contract Person: |
| Mailing Address: |
| City, State, Zip Code: |
| Complete Telephone Number: |
| E-Mail Address: |
| Project Title: |
| Amount of Contract: |
| Scope of Work: |

BID PROPOSAL

BP. 17 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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
 Tom Crotty

 Printed Name

Vice President

 Title
 10/7/14

 Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

| Year | "E-Mod" Factor ¹ | OSHA Incident Rate ² |
|----------------------|-----------------------------|---------------------------------|
| 2010 2014 | .87 | 9.37 |
| 2012 2013 | .87 | 5.72 |

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.18 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts 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 and per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

| | | |
|--|---|--|
| Name of Subcontractor <i>K.G. Walters</i> | Address <i>P.O. Box 4359 Santa Rosa CA 95402</i> | |
| Phone <i>707 527 9968</i> | Nevada Contractor License # <i>17383</i> | Limit of License <i>Unlimited</i> |
| Description of work <i>Site Work, Civil, Concrete, Structural, Mechanical, Piping, Misc</i> | | |
| Name of Subcontractor <i>National Coatings</i> | Address <i>26723 Madison Ave. Murrietta CA 92562</i> | |
| Phone <i>951 471 3388</i> | Nevada Contractor License # <i>73374</i> | Limit of License <i>5,000,000 -</i> |
| Description of work <i>Paint & Coatings</i> | | |
| Name of Subcontractor <i>Creekside Elect.</i> | Address <i>6290 Salk Rd. Carson City NV 89706</i> | |
| Phone <i>775 841-5558</i> | Nevada Contractor License # <i>50461</i> | Limit of License <i>1,200,000 -</i> |
| Description of work <i>Electrical & Instrumentation</i> | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |

BID PROPOSAL

SUBCONTRACTORS

BP.19 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

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

BID PROPOSAL

SUBCONTRACTORS

BP. 20 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 | | |
| Name of Subcontractor | Address | |
| Phone | Nevada Contractor License # | Limit of License |
| Description of work | | |

BID PROPOSAL

BP.22 ACKNOWLEDGMENT AND EXECUTION:

STATE OF California)
COUNTY OF Sonoma) SS

I, Tom Crotty (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 "Sodium Hypochlorite Tank Replacement Project", contract number 1415-061, 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: Tom Crotty
TITLE: Vice President
FIRM: K.G. Walters Construction Co., Inc.
Address: PO Box 4359 Santa Rosa CA
City, State, Zip: Santa Rosa CA 95402
Telephone: 707 527-9968
Fax: 707 527-0244
E-mail Address: tomcrotty@kgwalters.com


(Signature of Bidder)

DATED: 10/7/14

Signed and sworn (or affirmed) before me on this _____ day of _____, 2014, by _____

See attached
(Signature of Notary)

(Notary Stamp)

END OF BID PROPOSAL

CALIFORNIA JURAT WITH AFFIANT STATEMENT

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

~~_____
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)~~

State of California

County of Sonoma

Subscribed and sworn to (or affirmed) before me on this

7th day of October, 2014, by
Date Month Year

(1) Tom Crotty
Name of Signer

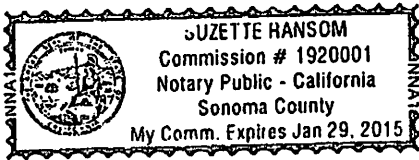
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Suzette Hansom
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

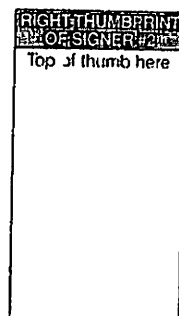
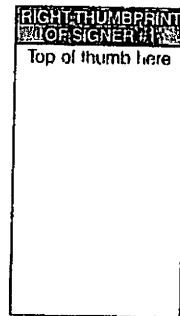
Though the information below is not required by law it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document Acknowledgement and Execution

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____





ATTACHMENT C

OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

| | | | |
|---|--|---|--|
| Prime Contractor Name <i>K.G. Walters Construction Co., Inc.</i> | | Project Name <i>Sodium Hypochlorite Tank Replacement</i> | |
| Bid/ Proposal No. <i>1415-061</i> | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address <i>PO Box 4359 Santa Rosa CA 95402</i> | | | |
| Telephone No. <i>707 527-9968</i> | | Email Address <i>waltjohnson@kgwalters.com</i> | |
| Issuing/Funding Entity: | | | |

| | | |
|--|---|-----------------------------|
| I have identified potential DBE certified subcontractors | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
|--|---|-----------------------------|

If yes, please complete the table below. If no, please explain:

| Subcontractor Name/ Company Name | Company Address/ Phone/ Email | Est. Dollar Amt | Currently DBE Certified? |
|-------------------------------------|--|-----------------|--------------------------|
| <i>Creekside Electric</i> | <i>6920 Silk Rd. Carson City NV 89706</i> <i>775 841 5558</i> <i>creeksideelectric@charter.net</i> | <i>118,300</i> | <i>yes</i> |
| | | | |
| | | | |

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**K.G. WALTERS CONSTRUCTION
COMPLETED PROJECTS
2009-2014**

| PROJECT | OWNER | ENGINEER |
|---|--|---|
| Elko Water Reclamation Facility Upgrade Elko, NV \$5,832,519 Completion: March 2014 Vince Johnson | City of Elko 1751 College Ave Elko, NV 89801 Attn: Fritz Sawyer (775) 777-7386 | AQUA Engineering, Inc 533 W. 2600 S., Suite 275 Bountiful, UT 84010 Attn: Boris Petkovic (801) 299-1327 |
| Graton Wastewater Treatment Plant Upgrades Phase 4 Graton, CA \$4,906,697 Completion: February 2014 Rick McKinght | Graton Community Services District 250 Ross Lane Graton CA 95444 Attn: Bob Rawson (707) 823-1542 | Lescure Engineers 4635 Old Redwood Hwy Santa Rosa, CA 95403 Attn: Pete Lescure (707) 575-3427 |
| Sutcliffe Arsenic/Manganese Removal WTP Sutcliffe, NV \$1,196,870 Dave Bristol | Pyramid Lake Paiute Tribe PO Box 256 Nixon NV 89424 Attn: George Pringle (775) 574-1000 | Waterworks Engineers 1405 Victor Ave Ste A Redding CA 96003 Attn: Sami Kader (530) 243-2113 |
| Spooner Pump Station Incline Village, NV \$2,478,948 Completion: February 2013 Garrett Kooyers | Incline Village General Improvement District 1220 Sweetwater Road Incline Village NV 89451 Attn: Brad Johnson (775) 832-1268 | HDR Engineering 2365 Iron Point Rd Ste 300 Folsom, CA 95630 Att: Craig Olson (916) 817-4700 |
| Zone 3 WTP Improvements Colfax, CA \$1,228,500 Completion: February 2013 John Collins | Placer County Water Agency 144 Ferguson Road Auburn, CA 95603 Attn: Bill Charpier (530) 823-4850 | Peterson Brustad Inc 1180 Iron Point Road Ste 260 Folsom, CA 95630 Attn: Karl Brustad (916) 608-2212 |
| South Truckee Meadows Water Reclamation Facility Rehab and Enhancement Project Reno, NV \$1,733,000 Completion: January 2013 Dave Bristol | Washoe County Dept of Water Resources 4930 Energy Way Reno NV 89502 Attn: Jason Phinney (775) 954-4628 | CH2M Hill 2525 Airpark Redding CA 96001 Attn: Nolan Randall (530) 243-5831 |
| Buckeye Booster Station Minden, NV \$1,236,917 Completion: August 2012 John Collins | Town of Minden PO Box 205 Minden NV 89423 (775) 782-5976 | Resource Concepts 340 N Minnesota St Carson City NV 89703 Attn: Tim Russell (775) 883-1600 |
| Burnt Cedar Water Disinfection Plant Incline Village, NV \$1,924,495 Completion: August 2012 Dave Bristol | Incline Village General Improvement District 1220 Sweetwater Road Incline Village NV 89451 Attn: Brad Johnson (775) 832-1269 | CH2M Hill 2525 Airpark Drive Redding CA 96001-2443 Attn: Wayne Pearson (530) 229-3284 |
| Foothill WTP Filter Rehabilitation Newcastle, CA \$470,792 Completion: March 2012 Dave Backman | Placer County Water Agency 144 Ferguson Road Auburn, CA 95603 Attn: Brent Smith (530) 823-4886 | Peterson Brustad Inc 1180 Iron Point Road Ste 260 Folsom, CA 95630 Attn: Dave Murbach (916) 608-2212 |
| Emergency Retention Basin Replacement Project South Lake Tahoe, CA \$1,049,600 Completion: November 2011 John Collins | South Tahoe Public Utility District 1275 Meadow Crest Dr South Lake Tahoe, CA 96150 Attn: Julie Ryan (530) 544-6474 | South Tahoe Public Utility District 1275 Meadow Crest Dr South Lake Tahoe, CA 96150 Attn: Julie Ryan (530) 544-6474 |

K.G. WALTERS CONSTRUCTION
COMPLETED PROJECTS
2009-2014

| PROJECT | OWNER | ENGINEER |
|---|--|--|
| Geysers Connection Project Windsor, CA \$1,918,099 Completion: July 2011 Rick McKnight | Town of Windsor 8400 Windsor Road Windsor, CA 95492 Attn: Craig Scott (707) 838-5978 | RMC 2001 N Main St Walnut Creek, CA 94596 Attn: Dennis Gellerman (408) 240-8160 |
| Echo View Angora Water Tank Sitework South Lake Tahoe, CA \$347,983 Completion: July 2011 John Collins | South Tahoe Public Utility District 1275 Meadow Crest Dr South Lake Tahoe, CA 96150 Attn: Julie Ryan (530) 544-6474 | South Tahoe Public Utility District 1275 Meadow Crest Dr South Lake Tahoe, CA 96150 Attn: Julie Ryan (530) 544-6474 |
| Graton Wastewater Treatment Plant Upgrades Phase 3 Graton, CA \$4,558,233 Completion: July 2011 Rick McKnight | Graton Community Services District 250 Ross Lane Graton CA, 95444 Attn: Bob Rawson (707) 823-1542 | Lescure Engineers 4635 Old Redwood Hwy Santa Rosa, CA 95403 Attn: Pete Lescure (707) 575-3427 |
| IVGID Odor Control Modifications Incline Village, NV \$435,100 Completion: June 2011 Dave Bristol | Incline Village General Improvement District 1220 Sweetwater Road Incline Village NV, 89451 Attn: Joe Pomroy (775) 832-1269 | HDR Engineering 2365 Iron Point Road Ste 300 Folsom, CA 95630 Attn: Theodore Kontonickas (916) 817-4700 |
| ZWUD Ozone Generator Replacement Project Zephyr Cove, NV \$325,115 Completion: June 2011 Dave Bristol | Douglas County 1120 Airport Rd Bldg F-2 Minden, NV 89423 Attn: Ron Roman (775) 752-6239 | HDR Engineering 9805 Double R Blvd Ste 101 Reno, NV 89521 Attn: Joel Bellin (775) 337-4700 |
| Job's Peak Ranch Water System Improvements Gardnerville, NV \$1,164,817 Completion: April 2011 Garrett Kooyers | Douglas County 1120 Airport Rd Bldg F-2 Minden, NV 89423 Attn: Ron Roman (775) 752-6239 | HDR Engineering 2365 Iron Point Road Ste 300 Folsom CA 95630 Attn: Craig Olson (916) 817-4700 |
| MGSD Grease Digestion & Cogenerative Design Minden, NV \$1,612,813 Completion: March 2011 John Collins | Minden Gardnerville Sanitation District 1790 Highway 395 Minden, NV 89423 Attn: Frank Johnson (775) 782-3546 | El Dorado Engineering 2066 Shelby Circle El Dorado Hills, CA 95762 Attn: Paul Cockrell (916) 765-9711 |
| Meadow Vista WTP Applegate, CA \$4,857,784 Completion: February 2011 Dave Backman | Meadow Vista County Water Dist 17000 Placer Hill Road Meadow Vista, CA 95722 Attn: Norman Dean (530) 878-0828 | Eco Logic 3875 Atherton Road Rocklin, CA 95765 Attn: Mario Guadamuz (916) 773-8100 |
| Tahoe Tavern BPS Well Rehab Tahoe City, CA \$922,974 Completion: December 2010 Dave Backman | Tahoe City Public Utility District 211 Fairway Drive Tahoe City, CA 96145 Attn: Jon Le Roy (530) 583-3796 | Nolte Beyond Engineering 2495 Natomas Park Drive Sacramento, CA 95833-2935 Attn: Victor Alaniz (916) 641-9100 |
| Coastside Short Term WTP Half Moon Bay, CA \$1,090,871 Completion: October 2010 Dave Bristol | Coastside County Water District 766 Main St Half Moon Bay, CA 94019 Attn: Joe Guistino (650) 726-4405 | Erler & Kalinowski 1870 Ogden Drive Burlingame, CA 94010 Attn: Jeff Tarantino (650) 292-9100 |

**K.G. WALTERS CONSTRUCTION
COMPLETED PROJECTS
2009-2014**

| PROJECT | OWNER | ENGINEER |
|--|---|---|
| Rio Dell Solids & Disinfection Mamangement Rio Dell, CA \$1,744,097 Completion: September 2010 Dave Backman | City of Rio Dell 675 Wildwood Ave Rio Dell, CA 95562 Attn: Stephanie Beauchaine (707) 764-3532 | Winzler & Kelly 633 Third St. Eureka, CA 95501 Attn: Rebecca Crow (707) 443-8326 |
| Sheridan WWTP Sprayfield Expansion Sheridan, CA \$1,454,269 Completion: August 2010 Garrett Kooyers | Placer County 2964 Richardson Dr Auburn, CA 94503 Attn: Walt Schwall (530) 886-4942 | Placer County 2964 Richardson Dr Auburn, CA 94503 Attn: Walt Schwall (530) 886-4942 |
| Fernley Water Treatment Plant Fernley, NV \$39,883,185 Completion: February 2010 Garrett Kooyers | City of Fernley 595 Silver Lace Blvd Fernley, NV 89408 Attn: Lowell Patton (775) 331-2375 | Camp Dresser & McKee Inc 100 Pringle Ave Ste 300 Walnut Creek, CA 94596 Attn: Jon Toyoda (925) 933-2900 |
| MGSD Anaerobic Digester Minden, NV \$4,370,781 Completion: August 2009 John Collins | Minden Gardnerville Sanitation District 1790 Highway 395 Minden, NV 89423 Attn: Frank Johnson (775) 782-3546 | HDR Engineering 2365 Iron Point Rd Ste 300 Folsom, CA 95630 Attn: Craig Olson (916) 817-4700 |
| Carson City Arsenic Water Treatment Plant & Water Line Carson City, NV \$2,713,317 Completion: August 2009 Mike Scarlett | Carson City Public Works 3505 Butti Way Carson City, NV 89701 Attn: John Benzing (775) 887-2355 ext 1018 | Brown & Caldwell 3264 Goni Rd Suite 153 Carson City, NV 89706 Attn: Alok Gupta (775) 883-4118 |
| Upper Dayton Booster Pump Station Upgrade Dayton, NV \$567,305 Completion: June 2009 Chris Bever | Vidler Water Company Inc 3480 GS Richards Blvd Ste 101 Carson City, NV 89703 Attn: Andrew Ailes (775) 885-5000 ext 115 | Brown & Caldwell 3264 Goni Rd Suite 153 Carson City, NV 89706 Attn: Rich Matucci (775) 883-4118 |
| Arrowhead Well No. 3 Arsenic Treatment Facility South Lake Tahoe, CA \$759,978 Completion: November 2009 John Collins | South Tahoe Public Utility District 1275 Meadow Crest Dr South Lake Tahoe, CA 96150 Attn: Ivo Burkson (530) 543-6204 | South Tahoe Public Utility District 1275 Meadow Crest Dr South Lake Tahoe, CA 96150 Attn: Ivo Burkson (530) 543-6204 |
| Angora Water Tank Replacement South Lake Tahoe, CA \$582,190 Completion: November 2009 John Collins | South Tahoe Public Utility District 1275 Meadow Crest Dr South Lake Tahoe, CA 96150 Attn: Julie Ryan (530) 544-6474 | South Tahoe Public Utility District 1275 Meadow Crest Dr South Lake Tahoe, CA 96150 Attn: Julie Ryan (530) 544-6474 |
| Gobbi Street Well Construction Ukiah, CA \$375,938 Completion: November 2009 Ben Dalton | City of Ukiah 411 W Clay St Ukiah, CA 95482 Attn: Ann Burck (707) 463-6286 | HDR Engineering 2365 Iron Point Road Folsom, CA 95630 Attn: Bill Ettlich (916) 817-4700 |
| Marlette Hobart Water System Improvements Carson City, NV \$3,538,845 Completion: September 2009 Chris Bever | State of Nevada Public Works Board 515 E Musser St Carson City, NV 89701 Attn: Dan Daily (775) 884-4116 | Brown & Caldwell 3264 Goni Rd #153 Carson City, NV 89706 Attn: Rich Matucci (775) 883-4118 |