

**City of Carson City  
Agenda Report**

**Date Submitted:** February 20, 2015

**Agenda Date Requested:** March 5, 2015  
**Time Requested:** 5 minutes  
**Labor Commissioner PWP #** CC-2015-063

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

**Subject Title:** For Possible Action: To determine that Farr Construction Corporation dba Resource Development Company is the lowest responsive and responsible bidder pursuant to Nevada Revised Statute (NRS) Chapter 338 and to award Contract No. 1415-126 titled "Ash Canyon Water Tank Re-Paint" to Farr Construction corporation dba Resource Development Company for a base bid amount of \$212,786.00, plus both additive alternates totaling \$35,000.00 and a contingency amount not to exceed \$25,274.00 for a total contract amount of \$273,000.00 to be funded from the Capital Projects/Construction - Tank Maintenance (Project No. 041302) Account in the Water 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 Canyon Water Tank Re-Paint project. The Project consists of removing the existing coatings from the interior of the Ash Canyon Water Tank and re-coating the tank's interior as well as prepping and re-coating the exterior of the tank including anti-graffiti coating on the lower eight feet of the tank. The project includes all common phases of construction customarily associated with this type of project.

**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 that Farr Construction Corporation dba Resource Development Company is the lowest responsive and responsible bidder pursuant to Nevada Revised Statute (NRS) Chapter 338 and to award Contract No. 1415-126 titled "Ash Canyon Water Tank Re-Paint" to Farr Construction corporation dba Resource Development Company for a base bid amount of \$212,786.00, plus both additive alternates totaling \$35,000.00 and a contingency amount not to exceed \$25,274.00 for a total contract amount of \$273,000.00 to be funded from the Capital Projects/Construction - Tank Maintenance (Project No. 041302) Account in the Water Fund as provided in the FY 2014/2015 Budget.

**Explanation for Recommended Board Action:** *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on January 13, 2015. The bids were opened at approximately 11:10 a.m. on February 11, 2015 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: George Desipris, Farr Construction Corp. dba Resource Development Co.; George Tsiopos, Olympus and Assoc.; Tom Grundy, Brian Elder and Kate Allen, 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 Bid (Schedule A + B)
Farr Construction Corp. dba Resource Development Co.	\$247, 786.00
Simpson Sandblasting	\$315,250.00
Western Partitions, Inc.	\$339,243.00
Olympus & Associates	\$354,300.00

Blastco, Inc.

\$510,963.22

Riley Industrial Services

\$988,477.00

Staff recommends award to Farr Construction Corporation dba Resource Development Company 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:** \$245,000.00

**Project Budget:** \$273,000.00

**Fiscal Impact:** Not to exceed \$273,000.00.

**Explanation of Impact:** If approved the below referenced accounts could be decreased by \$273,000.00.

**Funding Source:** 520-3505-435-70-40 - Capital Projects/Construction Tank Maintenance Project (041302) Account for Fiscal year 2014/1015. Currently there is \$299,700.00 available 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. 1415-126, and Bid Response.

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

**Reviewed By:** 

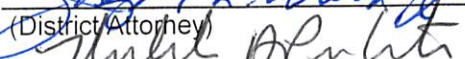
Date: 2/24/15

(Public Works)  


Date: 2/24/15

(City Manager)  


Date: 2/24/15

(District Attorney)  


Date: 2/24/15

(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_ Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts**

**775-283-7137**

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

**Notice to Contractors Bid# 1415-126 Ash Canyon Water Tank Re-Paint**

**Date and Time of Opening: February 11, 2015 @ 11:10 a.m.**

Description			Bidder # 1		Bidder # 2		Bidder #3		
			Resource Development Co.		Simpson Sandblasting		Western Partitions, Inc.		
BONDING Provided, \$, %, or no			5%		5%		5%		
PREFERENTIAL Bidder Status and Affidavit attached			Y		N		N		
BIDDER acknowledges receipt addendums			1		1		1		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>									
1	Mobilization, Demobilization	1	LS	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$46,089.00	\$46,089.00
2	Interior Preparation including sand blasting or other removal method, testing, ventilation, climate control etc.	1	LS	\$126,786.00	\$126,786.00	\$175,200.00	\$175,200.00	\$173,114.00	\$173,114.00
3	Interior re-coating (approx. 36,000 SF)	1	LS	\$80,000.00	\$80,000.00	\$78,250.00	\$78,250.00	\$64,552.00	\$64,552.00
4	Interior Disinfection	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$8,864.00	\$8,864.00
<b>Subtotal Schedule A:</b>					\$212,786.00		\$271,450.00		\$292,619.00
<b>Alternative B: Ash Canyon Water Tank Exterior Preparation Paint</b>									
5	Exterior Preparation and Paint	1	LS	\$34,000.00	\$34,000.00	\$36,300.00	\$36,300.00	\$43,783.00	\$43,783.00
6	Anti-Graffiti Paint Minimum 8 Feet Up Exterior Surface	1	LS	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$2,841.00	\$2,841.00
7	Subtotal Schedule B:				\$35,000.00		\$43,800.00		\$46,624.00
8	<b>Total Base Bid Price (Schedule A)</b>				\$247,786.00		\$315,250.00		\$339,243.00
<b>Total Bid Price written in words? y/n</b>									
			Y		Y		Y		
<b>Bidder Information provided? y/n</b>									
			Y		Y		Y		
<b>Sub Contractors listed? y/n or none</b>									
			5%, 1%, OTHER		5%, 1%		5%		
<b>Bid Document executed? y/n</b>									
			Y		Y		Y		
<b>END OF DOCUMENT</b>									

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

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

Notice to Contractors Bid# 1415-126 Ash Canyon Water Tank Re-Paint

Date and Time of Opening: February 11, 2015 @ 11:10 a.m.

Description			Bidder # 4		Bidder # 5		Bidder #6																	
			Olympus & Associates		Blastco, Inc.		Riley Industrial Services																	
BONDING Provided, \$, %, or no			5%		5%		5%																	
PREFERENTIAL Bidder Status and Affidavit attached			Y		Y		N																	
BIDDER acknowledges receipt addendums			1		1		0																	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price																
<b>Base Bid Items - Schedule A</b>																								
1	Mobilization, Demobilization	1	LS	\$10,000.00	\$10,000.00	\$18,387.51	\$18,387.51	\$34,374.00	\$34,374.00															
2	Interior Preparation including sand blasting or other removal method, testing, ventilation, climate control etc.	1	LS	\$197,000.00	\$197,000.00	\$218,383.34	\$218,383.34	\$390,535.00	\$390,535.00															
3	Interior re-coating (approx. 36,000 SF)	1	LS	\$89,300.00	\$89,300.00	\$126,509.37	\$126,509.37	\$205,079.00	\$205,079.00															
4	Interior Disinfection	1	LS	\$3,000.00	\$3,000.00	\$4,469.89	\$4,469.89	\$17,156.00	\$17,156.00															
<b>Subtotal Schedule A:</b>					\$299,300.00		\$367,750.11		\$647,144.00															
<b>Alternative B: Ash Canyon Water Tank Exterior Preparation Paint</b>																								
5	Exterior Preparation and Paint	1	LS	\$50,000.00	\$50,000.00	\$140,713.11	\$140,713.11	\$330,906.00	\$330,906.00															
6	Anti-Graffiti Paint Minimum 8 Feet Up Exterior Surface	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$10,427.00	\$10,427.00															
7	Subtotal Schedule B:				\$55,000.00		\$143,213.11		\$341,333.00															
8	<b>Total Base Bid Price (Schedule A)</b>				\$354,300.00		\$510,963.220		\$988,477.000															
<table border="1"> <tr> <td>Total Bid Price written in words? y/n</td> <td>Y</td> <td>Y</td> <td>Y</td> </tr> <tr> <td>Bidder Information provided? y/n</td> <td>Y</td> <td>Y</td> <td>Y</td> </tr> <tr> <td>Sub Contractors listed? y/n or none</td> <td>5%, 1%, OTHER</td> <td>5%</td> <td>N</td> </tr> <tr> <td>Bid Document executed? y/n</td> <td>Y</td> <td>Y</td> <td>Y</td> </tr> </table>									Total Bid Price written in words? y/n	Y	Y	Y	Bidder Information provided? y/n	Y	Y	Y	Sub Contractors listed? y/n or none	5%, 1%, OTHER	5%	N	Bid Document executed? y/n	Y	Y	Y
Total Bid Price written in words? y/n	Y	Y	Y																					
Bidder Information provided? y/n	Y	Y	Y																					
Sub Contractors listed? y/n or none	5%, 1%, OTHER	5%	N																					
Bid Document executed? y/n	Y	Y	Y																					
<b>END OF DOCUMENT</b>																								

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Ash Canyon Water Tank Re-Paint

Contract No.: 1415-126

THIS CONTRACT made and entered into this 5<sup>th</sup> day of March, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Farr Construction Corporation dba Resource Development Company, hereinafter referred to as "CONTRACTOR".

## WITNESSETH:

**WHEREAS**, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 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 ) (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. 1415-126, titled Ash Canyon Water Tank Re-Paint (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.1415-126 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	_____

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Ash Canyon Water Tank Re-Paint

Contract No.: 1415-126

## 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.

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](http://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:

Jeff Farr, President  
Farr Construction Corporation dba Resource Development Company  
1475 Linda Way  
Sparks, NV 89431  
email: [jfarr@farrcc.com](mailto:jfarr@farrcc.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](mailto:KBelt@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Forty Seven Thousand Seven Hundred Eighty Six and 00/100 (\$247,786.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Ash Canyon Water Tank Re-Paint

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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 it 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, lost profit on items of WORK not performed, or 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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Ash Canyon Water Tank Re-Paint

Contract No.: 1415-126

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

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 Subsection 6.3 (Cause Termination for Default or Breach):

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



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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** (Winding Up Affairs Upon Termination) 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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Title: Ash Canyon Water Tank Re-Paint**

**Contract No.: 1415-126**

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with Section 21 (**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**.

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;

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(Construction Independent Contractor Agreement)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Ash Canyon Water Tank Re-Paint

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(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.*

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 NRS 338.130, in all cases where persons are employed in

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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 NRS 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 NRS 338.130, pursuant to the terms of NRS 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 NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise 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 NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this 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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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. 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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Title: Ash Canyon Water Tank Re-Paint**

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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 later 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 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

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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 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 NRS 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

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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 NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS 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 later 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 NRS 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 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**



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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 NRS 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 NRS 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.

## 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;

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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 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:

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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.

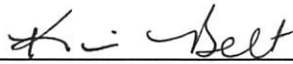
**CITY**

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](mailto:KBelt@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

By:   
Kim Belt

By:   
Deputy District Attorney

Dated 2/24/15

Dated 2/24/15

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

By: 

Dated: 2/24/15

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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:** Jeff Farr

**TITLE:** President

**FIRM:** Farr Construction Corporation dba Resource Development Company

**CARSON CITY BUSINESS LICENSE #:** 15-

**NEVADA CONTRACTORS LICENSE #:** 75026, 61946

**Address:** 1475 Linda Way

**City:** Sparks **State:** NV **Zip Code:** 89431

**Telephone:** 775-356-8004/**FAX No.** 775-356-0610

**E-mail Address:** jfarr@farrcc.com

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

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

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

)ss

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

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

(Notary Stamp)

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Title: Ash Canyon Water Tank Re-Paint**

**Contract No.: 1415-126**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of March 5, 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-126** and titled **Ash Canyon Water Tank Re-Paint**. 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 5<sup>th</sup> day of March, 2015.

**ATTEST:**

\_\_\_\_\_  
SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 5<sup>th</sup> day of March, 2015.

# 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 # 1415-126** and titled **Ash Canyon Water Tank Re-Paint** 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.

# PERFORMANCE BOND

Continued for BID # 1415-126 and titled Ash Canyon Water Tank Re-Paint

<b>BY:</b>	(Signature of Principal)      <b>L.S.</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Printed Name of Principal:</b>	
<b>Attest By:</b>	(Signature of Notary)
<b>Subscribed and Sworn before me this          day of          ,20____</b>	

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

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

**NOTICE:**

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

# LABOR AND MATERIAL PAYMENT BOND

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

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with  
CITY for **BID #1415-126** and titled **Ash Canyon Water Tank Re-Paint** 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.



# LABOR AND MATERIAL PAYMENT BOND

Continued for BID #1415-126 and titled Ash Canyon Water Tank Re-Paint

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

<b>BY:</b>	<b>(signature of Principal)</b>     <b>L.S.</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	
<b>Printed Name of Principal:</b>	
<b>Attest by:</b>	<b>(signature of notary)</b>
<b>Subscribed and Sworn before me this                    day of                    , 20__</b>	

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

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

### NOTICE:

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

# BID PROPOSAL

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I We Farr Construction Corporation DBA Resource Development Company as Principal, hereinafter called Contractor, and The Ohio Casualty Insurance Company

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

(State sum in words) Five percent of the total amount of the bid for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid, identified as BID # 1415-125 and titled "Ash Canyon Water Tank Re-Paint".

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 herent 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 26th day of January 2015

Signature of Principal: \_\_\_\_\_

Title: President

Firm: Farr Construction Corp

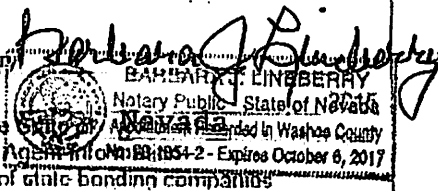
Address: 1475 Linda Way

City/State/Zip Code: Sparks, NV 89431

Written Name of Principal: Jeff Farr

ATTEST NAME

Signature of Notary: \_\_\_\_\_



Subscribed and sworn before me this 11th day of February

(printed name of notary) Barbara J. Lineberry Notary Public for the State of Nevada

Claims Under this Bond may be Addressed to

Nevada Resident Agent Info No BR1854-2 - Expires October 6, 2017  
Complete for out of state bonding companies

Name of Surety The Ohio Casualty Insurance Company

Address 1001 4th Ave., Suite 1700

City Seattle

State/Zip Code WA 98154

Name Robert W. Lagler  
Title: Attorney-in-Fact

Phone 360-892-5840

Surety's Acknowledgement

see attached

Name of Local Agent Phoenix Surety & Insurance Company

Address 1499 SE Tech Center Place, Suite 150 Inc.

City Vancouver

State/Zip Code: WA

Agent's Name Robert W. Lagler

Agent's Title Non-Resident Agent

Agent's Phone 360-892-5840

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.


ACKNOWLEDGMENT BY SURETY

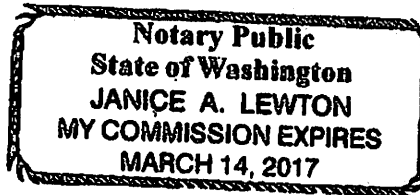
STATE OF Washington  
County of Clark } ss.

On this 26th day of January, 2015, before me personally  
appeared Robert W. Lagler, known to, me to be the Attorney-in-Fact of  
The Ohio Casually Insurance Company, the corporation

that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
Notary Public in the State of Washington  
County of Clark



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

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

Certificate No. 6562704

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Riddle, Janice A. Lewton, Robert W. Lagler

all of the city of VANCOUVER, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of May, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of January, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

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

# BID PROPOSAL

**BID # 1415-126**

**BID TITLE: "Ash Canyon Water Tank Re-Paint"**

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

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

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

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

**BIDDER** acknowledges receipt of  1  Addendums.

**SUMMARY**

	Description	Scheduled Value	Unit	Unit Price	Total Price
<b>Schedule A:</b>					
BP. 1	Mobilization/Demobilization	1	LS		5,000
BP.2	Interior Preparation including sand blasting or other removal method, testing, ventilation, climate control etc.	1	LS		126,786
BP.3	Interior re-coating (approx. 36,000 SF)	1	LS		80,000
BP.4	Interior Disinfection	1	LS		1,000
	Subtotal Schedule A:				212,786
<b>Alternative B: Ash Canyon Water Tank Exterior Preparation Paint</b>					
BP.5	Exterior Preparation and Paint	1	LS		34,000
BP.6	Anti-Graffiti Paint Minimum 8 Feet Up Exterior Surface	1	LS		1,000
BP.7	Subtotal Schedule B:	1	LS		35,000
BP.8	<b>Total Bid Price (Schedule A + Schedule B)</b>				247,786

**BP.9 Total Base (Schedule (A +B) Bid Price Written in Words:**

~~Two Hundred Forty Seven Thousand Seven Hundred Eighty Six~~  
 Two Hundred Forty Seven Thousand Seven Hundred Eighty Six

# BID PROPOSAL

## BP.10 BIDDER INFORMATION:

**Company Name:** Farr Construction Corporation dba Resource Development Company

<b>Federal ID No.:</b> 20-3783793
<b>Mailing Address:</b> 1475 Linda Way
<b>City, State, Zip Code:</b> Sparks, Nevada 89431
<b>Complete Telephone Number:</b> 775-356-8004
<b>Complete Fax Number:</b> 775-356-0610
<b>Fax Number including area code:</b> 775-356-0610
<b>E-mail:</b> jfarr@farrcc.com

**Contact Person / Title:** Jeff Farr, President

<b>Mailing Address:</b> 1475 Linda Way
<b>City, State, Zip Code:</b> Sparks, Nevada 89431
<b>Complete Telephone Number:</b> 775-356-8004
<b>Complete Fax Number:</b> 775-356-0610
<b>E-mail Address:</b> jfarr@farrcc.com

## BP.11 LICENSING INFORMATION:

<b>Nevada State Contractor's License Number:</b> 75026, 61946
<b>License Classification(s):</b> A, C-4
<b>Limitation(s) of License:</b> \$4.4 Million
<b>Date Issued:</b> 5/30/2014
<b>Date of Expiration:</b> 6/30/2016
<b>Name of Licensee:</b> Resource Development Company
<b>Carson City Business License Number:</b> We will obtain a Carson City license if we are successful bidder.
<b>Date Issued:</b>
<b>Date of Expiration:</b>
<b>Name of Licensee:</b>

# BID PROPOSAL

## BP.12 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

### Corporation:

State in which Company is Incorporated: Nevada
Date Incorporated: 8/10/2006
Name of Corporation: Farr Construction Corporation dba Resource Development Company
Mailing Address 1475 Linda Way
City, State, Zip Code: Sparks, Nevada 89431
Telephone Number: 775-356-8004
President's Name: Jeff Farr
Vice-President's Name: Jeff Farr
Other 1) Name & Title:

# BID PROPOSAL

## BP.13 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) George Desipris	1.5

Title 1) Estimator/Project Manager

Name 2) Matt Olsen	7
--------------------	---

Title 2) Superintendent

Name 3) Steve Griffin	35
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Title 3) Lead welder

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

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

Title 6)

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



# BID PROPOSAL

**BP.14 REFERENCES:**

**Instructions:**

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

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

<b>Company Name 1):</b> Nevada Irrigation District
<b>Contract Person:</b> Brian Powell
<b>Mailing Address:</b> PO Box 1019
<b>City, State, Zip Code:</b> Grass Valley, CA 95945
<b>Complete Telephone Number:</b> 530-273-6185
<b>E-Mail Address:</b>
<b>Project Title:</b> NID Tanks
<b>Amount of Contract:</b> \$314,387
<b>Scope of Work:</b> Interior/exterior sandblast/repaint
<b>Company Name 2):</b> Truckee Meadows Water Reclamation Facility
<b>Contract Person:</b> Dan Marran
<b>Mailing Address:</b> 8500 Clean Water Way
<b>City, State, Zip Code:</b> Reno, Nevada 89502
<b>Complete Telephone Number:</b> 775-353-2273
<b>E-Mail Address:</b>
<b>Project Title:</b> TMWRF Digester
<b>Amount of Contract:</b> \$500,665
<b>Scope of Work:</b> Basin 2C Concrete & Steel Repair

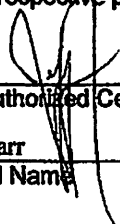
# BID PROPOSAL

<b>Company Name 3):</b> City of Santa Cruz
<b>Contract Person:</b> Matthew Zeman
<b>Mailing Address:</b>
<b>City, State, Zip Code:</b> Santa Cruz, CA
<b>Complete Telephone Number:</b> 831-420-5211
<b>E-Mail Address:</b>
<b>Project Title:</b> DeLaveaga Water Tanks
<b>Amount of Contract</b> \$1,374,609
<b>Scope of Work:</b> Sandblast and repaint
<b>Company Name 4):</b>
<b>Contract Person:</b>
<b>Mailing Address:</b>
<b>City, State, Zip Code:</b>
<b>Complete Telephone Number:</b>
<b>E-Mail Address:</b>
<b>Project Title:</b>
<b>Amount of Contract:</b>
<b>Scope of Work:</b>

# BID PROPOSAL

## BP. 15 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  
 Jeff Farr  
 \_\_\_\_\_  
 Printed Name

President  
 \_\_\_\_\_  
 Title  
 February 11, 2015  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### BIDDER'S SAFETY INFORMATION

#### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2014	.84	0
2013	.83	0

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

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

# BID PROPOSAL

## SUBCONTRACTORS

**BP.16 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 Resource Development Co	Address 1475 Linda Way Sparks, Nevada 89431	
Phone 775-356-8004	Nevada Contractor License # 75026 A	Limit of License \$4.4 Million
Description of work Interior sandblast & coat; exterior preparation & paint; door sheet; disinfection		
Name of Subcontractor NONE	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.17 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	
Resource Development Co		1475 Linda Way Sparks, Nevada 89431	
Phone	Nevada Contractor License #	Limit of License	
775-356-8004	75026 A	\$4.4 Million	
Description of work			
Interior sandblast & coat; exterior preparation & coat; door sheet; disinfection			
Name of Subcontractor		Address	
None			
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. 18 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.

<b>Name of Subcontractor</b> Resource Development Co.	<b>Address</b> 1475 Linda Way Sparks, Nevada 89431	
<b>Phone</b> 775-356-8004	<b>Nevada Contractor License #</b> 75026 A	<b>Limit of License</b> \$4.4 Million
<b>Description of work</b> Interior sandblast & coat; exterior preparation & coat; door sheet; disinfection		
<b>Name of Subcontractor</b> NONE	<b>Address</b>	
<b>Phone</b>	<b>Nevada Contractor License #</b>	<b>Limit of License</b>
<b>Description of work</b>		
<b>Name of Subcontractor</b>	<b>Address</b>	
<b>Phone</b>	<b>Nevada Contractor License #</b>	<b>Limit of License</b>
<b>Description of work</b>		
<b>Name of Subcontractor</b>	<b>Address</b>	
<b>Phone</b>	<b>Nevada Contractor License #</b>	<b>Limit of License</b>
<b>Description of work</b>		
<b>Name of Subcontractor</b>	<b>Address</b>	
<b>Phone</b>	<b>Nevada Contractor License #</b>	<b>Limit of License</b>
<b>Description of work</b>		

# BID PROPOSAL

BP. 19

## WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

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

# BID PROPOSAL



## WORKERS EMPLOYED REPORT

Project Name: \_\_\_\_\_ Contract Number : \_\_\_\_\_

General Contractor: \_\_\_\_\_ PWP # \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

Address at which payroll records are maintained: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction



# BID PROPOSAL

## Local Preference Affidavit (This form is required to receive a preference in bidding)

Farr Construction Corporation dba

I, Jeff Farr, on behalf of the Contractor, Resource Development Company, swear and affirm that in order to be in compliance with NRS 338.XXX\* and be eligible to receive a preference in bidding on Project No. 1415-126, Project Name Farr Construction Corp., certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Farr Construction Corp., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX\*:

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

\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.

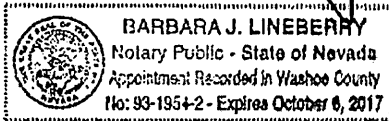
By: Jeff Farr Title: President

Signature: [Signature] Date: February 11, 2015

Signed and sworn to (or affirmed) before me on this 11th day of February, 2015,  
by Jeff Farr (name of person making statement).

State of Nevada )  
 )ss.  
County of Washoe )

[Signature] STAMP AND SEAL  
Notary Signature



In compliance with the provisions of Chapters 338 of NRS and NAC, respectively, I, as an officer, owner or director of the undersigned contractor, hereby certify that this report is a true and accurate statement of worker's earnings employed on this Public Works contract by the undersigned contractor for the following payroll period:

# BID PROPOSAL

Altered to include State of NV Regulations

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
 \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_  
 \_\_\_\_\_ (Building or Work) \_\_\_\_\_  
 \_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full \_\_\_\_\_  
 \_\_\_\_\_ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

NRS 338.070:

- The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.
- The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.
- Any contractor, subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

# BID PROPOSAL

## BP.20 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
 ) SS  
COUNTY OF Washoe )

I Jeff Farr (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 "Ash Canyon Water Tank Re-Paint", contract number 1415-126, 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:

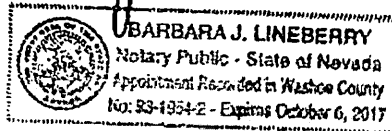
PRINTED NAME OF BIDDER: Jeff Farr  
TITLE: President  
FIRM: Farr Construction Corporation dba Resource Development Company  
Address: 1475 Linda Way  
City, State, Zip: Sparks, Nevada 89431  
Telephone: 775-356-8004  
Fax: 775-356-0610  
E-mail Address: Jfarr@farrcc.com

[Signature]  
(Signature of Bidder)

DATED: February 11, 2015

Signed and sworn (or affirmed) before me on this 11th day of February, 2015, by Jeff Farr

[Signature]  
(Signature of Notary)



(Notary Stamp)

END OF BID PROPOSAL



# NEVADA STATE CONTRACTORS BOARD

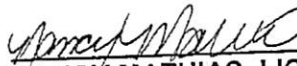
9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-11-02-16-0450

FARR CONSTRUCTION CORPORATION DBA RESOURCE DEVELOPMENT COMPANY (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 75026 ORIGINAL ISSUE DATE: 6/28/2010 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: \$950,000 STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON NOVEMBER 4, 2014 AND EXPIRES ON JUNE 30, 2015, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

  
\_\_\_\_\_  
NANCY MATHIAS, LICENSING ADMINISTRATOR      DATE 11/5/2014  
FOR MARGI A. GREIN, EXECUTIVE OFFICER



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

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

**NOTICE TO CONTRACTORS**  
**BID #1415-126**  
**Ash Canyon Water Tank Re-Paint**  
**PWP # CC-2015-063**

2/6/15

Addendum No. 1

The following is based on questions received prior to February 5<sup>th</sup>, 2015:

1. *The Contractor License Requirement is a specialty license (C-28, C-28a or C-4). Can we still submit our bid as a general contractor with a Class A license?*

You may submit a bid if you meet the minimum license requirements.

As a reminder the Bidder will not subcontract work totaling more than Fifty percent (50%) of the Bid amount (Reference Section B.1.P of Instructions to Bidders in the Bid Document).

2. *What is the anticipated start date for this project?*

The anticipated start date is March 23<sup>rd</sup>, 2015, subject to change.

3. *Is cathodic protection included in the scope of work for this tank? Is cathodic protection currently used in the protection of this tank? If not, will cathodic protection be considered for this project?*

The tank does not have cathodic protection now and there currently is not budget to include it in this project.

4. *Are there any addendums?*

This is the first and only Addendum as of February 5, 2015. All addendums will be posted by February 9, 2015 at 11:00 A.M.

5. *Has the exterior been tested for lead?*

Yes, the exterior was tested for lead and the test detected 12 ppm lead.

**End of Addendum 1**