

Item # 8-3c

## City of Carson City Agenda Report

**Date Submitted:** July 6, 2010

**Agenda Date Requested:** July 15, 2010

**Time Requested:** Consent  
**Labor Commissioner PWP #** CC-2010-350

**To:** Mayor and Supervisors

**From:** Purchasing and Contracts

**Subject Title:** Action to determine that F and P Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0910-217 Carson City Waterfall Fire Watershed Improvements - Phase 2 to F and P Construction, Inc. for a bid amount of \$188,642.00 plus a contingency amount not to exceed \$8,978.00 to be funded from the Capital Outlay/NRCS as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

**Staff Summary:** Bids were received for all labor, material, tools, and equipment for the Carson City Waterfall Fire Watershed Improvements - Phase 2 Project. Project consists of removal of asphalt concrete grindings from the Carson City Water Treatment Plant (CCWTP) access road, stockpiling the grindings, earthwork to raise the road, replacement of the culvert in Kings Canyon Creek with a new culvert and headwalls, replacement of the grindings to resurface the raised roadway, installation of temporary erosion control measures, lowering of bank areas along Kings Canyon Creek, transplanting existing willows and woods rose, installation of rock check dams in existing gullies, reconstruction of a small spillway in an earthen embankment, construction of water spreading dikes, and re-vegetation of all disturb areas upon completion of construction.

**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 F and P Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0910-217 Carson City Waterfall Fire Watershed Improvements - Phase 2 to F and P Construction, Inc. for a bid amount of \$188,642.00 plus a contingency amount not to exceed \$8,978.00 to be funded from the Capital Outlay/NRCS as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

**Explanation for Recommended Board Action:** **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on June 7, 2010. The bids were opened at approximately 11:10 a.m. on June 30, 2010 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Brian Murphy, Brian Murphy Construction.; John Carlson, A & A Construction;

Mark Byars, A & K Earth Movers, Inc.; Ric Garcia, Don Garcia Excavating; Ryan Horning, Gradel Construction; Brian Crockett, Crockett Enterprises; Robb Fellows, Carson City Public Works; Kim Belt, Carson City Public Works, Randy Pitts, F & P Construction; Randy Selmi, RaPiD Construction; and Sandy Scott, Purchasing and Contracts.

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

<b>Name of Bidder</b>	<b>Total Award Amount</b>
F and P Construction	\$188,642.00
Crockett Enterprises	\$211,554.00
Brian Murphy Construction	\$241,226.00
Don Garcia Excavating & Paving	\$265,175.00
Gradel Construction Company	\$266,000.00
A & K Earth Movers, Inc.	\$314,500.00
A & A Construction, Inc.	\$408,742.50

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

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

**Engineers Estimate:** \$200,000.00

**Project Budget:** \$242,100.00

**Fiscal Impact:** Not to exceed \$197,620.00

**Explanation of Impact:** If approved the below referenced account could be decreased by \$197,620.00.

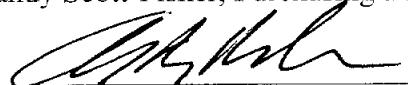
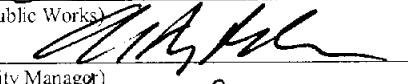
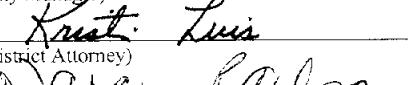
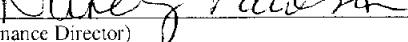
**Funding Source:** Capital Outlay/NRCS 254-5047-452-6588 as provided in FY 2010/2011.

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

**Supporting Material:** Bid Tabulation Report, Contract No. 0910-217, and Bid Response from F and P Construction.

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

**Reviewed By:**

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

Date: 7/6/10

Date: 7/6/10

Date: 7/6/10

Date: 7/6/10

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_

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

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

<http://www.carson-city.nv.us/index.aspx?page=998>

**Notice to Contractors Bid# 0910-217 Carson City Waterfall Fire Watershed Improvements**

**Time and Date of Opening: June 30, 2010 @ 11:10 am**

Description	Bidder # 1 F and P Construction, Inc.	Bidder # 2 Crockett Enterprises, Inc.	Bidder # 3 Brian Murphy Construction & Development
<b>BONDING</b> Provided, \$, %, or no	5%	5%	5%
<b>PREFERENTIAL</b> Bidder Status	Yes	No	No
<b>BIDDER</b> acknowledges receipt addendums	1	1	1
Description	Sched Value	Unit price	Total price
1 Mobilization, Demobilization and Clean-up	1 LS	\$8,000.00	\$8,000.00
2 Clearing and Grubbing	9.5 Acre	\$700.00	\$6,650.00
3 Erosion Control	1 LS	\$19,955.00	\$19,955.00
4 Earthwork - Basin Excavation and Road Embankment Fill	1 LS	\$20,008.00	\$20,008.00
5 Temp Access, Salvage and Stockpile AC Grindings - Resurface Access Roads	1 LS	\$29,636.00	\$29,636.00
6 Landlock 450 Turf Reinforcement Mat	7500 SY	\$5.95	\$44,625.00
7 36-inch Diameter RCP	43 LF	\$110.00	\$4,730.00
8 Concrete Headwalls and Rock Rip Rap	1 SY	\$6,630.00	\$6,630.00
9 Geotextile, Natural Erosion Control Fabric for stream re-vegetation	2000 SY	\$2.04	\$4,080.00
10 Re-vegetate Project Site	1 LS	\$20,795.00	\$20,795.00
11 Earthwork - Spreader Dikes	1 LS	\$10,560.00	\$10,560.00
12 4-inch Diameter SDR 35 PVC Pipe in Spreader Dikes	52 EA	\$34.00	\$1,768.00
13 Rock Cutoff Wall and Spillway	1 LS	\$4,475.00	\$4,475.00
14 Bank Lowering, Berm and Check Dams along Kings Canyon Creek	1 LS	\$6,730.00	\$6,730.00
<b>Total Bid Price</b>	<b>\$188,642.00</b>	<b>\$211,554.00</b>	<b>\$241,226.00</b>

Total Bid Price written in words? y/n	Yes	Yes	Yes	Yes
Bidder Information provided? y/n	Yes	Yes	Yes	Yes
Sub Contractors listed? y/n or none	Yes	Yes	Yes	Yes
Bid Document executed? y/n	Yes	Yes	Yes	Yes
<b>END OF DOCUMENT</b>				

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

<http://www.carson-city.nv.us/index.aspx?page=998>

**Notice to Contractors Bid# 0910-217 Carson City Waterfall Fire Watershed Improvements**

**Time and Date of Opening: June 30, 2010 @ 11:10 am**

Description	Bidder # 4	Bidder # 5	Bidder # 6
	Don Garcia Excavating & Paving, Inc.	Gradex Construction Company	A & A Construction, Inc
<b>BONDING</b> Provided, \$, %, or no	5%	5%	5%
<b>PREFERENTIAL Bidder Status</b>			
<b>BIDDER</b> acknowledges receipt addendums	Yes	Yes	Yes
	1	1	1
Description	Sched Value	Unit	Unit price
1 Mobilization, Demobilization and Clean-up	1	LS	\$15,000.00
2 Clearing and Grubbing	9.5	Acre	\$1,052,6315
3 Erosion Control	1	LS	\$12,000.00
4 Earthwork - Basin Excavation and Road Embankment Fill	1	LS	\$108,000.00
5 Temp Access, Salvage and Stockpile AC Grindings - Resurface Access Roads	1	LS	\$13,000.00
6 Landlock 450 Turf Reinforcement Mat	7500	SY	\$6.00
7 36-inch Diameter RCP	43	LF	\$125.00
8 Concrete Headwalls and Rock Rip Rap	1	SY	\$2,000.00
9 Geogate Natural Erosion Control Fabric for stream revegetation	2000	SY	\$5.00
10 Re-vegetate Project Site	1	LS	\$20,000.00
11 Earthwork - Spreader Dikes	1	LS	\$5,000.00
12 4-inch Diameter SDR 35 PVC Pipe in Spreader Dikes	52	EA	\$150.00
13 Rock Cutoff Wall and Spillway	1	LS	\$5,000.00
14 Bank Lowering, Berm and Check Dams along Kings Canyon Creek	1	LS	\$7,000.00
<b>Total Bid Price</b>		<b>\$265,175.00</b>	<b>\$266,000.00</b>
			<b>\$408,742.50</b>

Total Bid Price written in words? y/n	Yes	Yes	Yes	Yes
Bidder Information provided? y/n	Yes	Yes	Yes	Yes
Sub Contractors listed? y/n or none	Yes	Yes	Yes	Yes
Bid Document executed? y/n	Yes	Yes	Yes	Yes
<b>END OF DOCUMENT</b>				

Microsoft Word - 2010

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

<http://www.carson-city.nv.us/index.aspx?page=998>

**Notice to Contractors Bid# 0910-217 Carson City Waterfall Fire Watershed Improvements**

**Time and Date of Opening: June 30, 2010 @ 11:10 am**

Description	Bidder # 7			
Description	Sched Value	Unit	Unit price	Total price
BONDING Provided, \$, %, or no			A & K Earth Movers, Inc.	
PREFERENTIAL Bidder Status			5%	
BIDDER acknowledges receipt addendums			Yes	
			1	
Description	Sched Value	Unit	Unit price	Total price
1 Mobilization, Demobilization and Clean-up	1	LS	\$31,670.00	\$31,670.00
2 Clearing and Grubbing	9.5	Acre	\$2,000.00	\$19,000.00
3 Erosion Control	1	LS	\$13,000.00	\$13,000.00
4 Earthwork - Basin Excavation and Road Embankment Fill	1	LS	\$23,240.00	\$23,240.00
5 Temp Access, Salvage and Stockpile AC Grindings - Resurface Access Roads	1	LS	\$13,600.00	\$13,600.00
6 Landlock 450 Turf Reinforcement Mat	7500	SY	\$7.00	\$52,500.00
7 36-inch Diameter RCP	43	LF	\$125.00	\$5,375.00
8 Concrete Headwalls and Rock Rip Rap	1	SY	\$16,390.00	\$16,390.00
9 Geotext Natural Erosion Control Fabric for stream re-vegetation	2000	SY	\$24.25	\$48,500.00
10 Re-vegetate Project Site	1	LS	\$41,900.00	\$41,900.00
11 Earthwork - Spreader Dikes	1	LS	\$12,865.00	\$12,865.00
12 4-inch Diameter SDR 35 PVC Pipe in Spreader Dikes	52	EA	\$150.00	\$7,800.00
13 Rock Cutoff Wall and Spillway	1	LS	\$8,160.00	\$8,160.00
14 Bank Lowering, Berm and Check Dams along Kings Canyon Creek	1	LS	\$20,500.00	\$20,500.00
<b>Total Bid Price</b>				<b>\$314,500.00</b>

Total Bid Price written in words? y/n	
Bidder Information provided? y/n	
Sub Contractors listed? y/n or none	
Bid Document executed? y/n	
<b>END OF DOCUMENT</b>	

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

0910-217

## Carson City Waterfall Fire Watershed Improvements – Phase 2

THIS **CONTRACT** made and entered into this 15<sup>th</sup> day of July, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**OWNER**", and F and P Construction, Inc., hereinafter referred to as "**CONTRACTOR**".

### WITNESSETH:

**WHEREAS**, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized pursuant to Nevada Revised Statutes 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 0910-217**, titled "**Waterfall Fire Watershed Improvements – Phase 2**" are both necessary and in the best interest of **CITY**; and

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

### REQUIRED APPROVAL

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

### CONTRACT TERM AND LIQUIDATED DAMAGES

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

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

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

### NOTICE

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

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

0910-217

## Carson City Waterfall Fire Watershed Improvements – Phase 2

For P&C Use Only

CCBL expires \_\_\_\_\_

NVCL expires \_\_\_\_\_

GL expires \_\_\_\_\_

AL expires \_\_\_\_\_

WC expires \_\_\_\_\_

Notice to CONTRACTOR shall be addressed to:

Lystra Pitts/ Vice President  
F and P Construction, Inc.  
9070 Double Diamond Parkway  
Reno, NV 89521  
775-885-0404/FAX 775-851-7709  
[Lystra@FandPConstruction.com](mailto:Lystra@FandPConstruction.com)

Notice to CITY shall be addressed to:

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

### COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of One Hundred Eighty-Eight Thousand, Six Hundred Forty-Two Dollars and No Cents (\$188,642.00).

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

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

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

### CONTRACT TERMINATION

#### Termination Without Cause:

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

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

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

0910-217

## Carson City Waterfall Fire Watershed Improvements – Phase 2

### **Termination for Nonappropriation:**

The continuation of this Contract beyond June 30, 2011 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. CITY may terminate this Contract, and CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

### **Cause Termination for Default or Breach:**

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

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

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

If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONTRACTOR to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

If it is found by CITY that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

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

CITY may terminate this Contract if CONTRACTOR:

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

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

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

Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; Otherwise makes a material breach of a provision of this Contract; or

CONTRACTOR fails to maintain safe working conditions.

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

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

# **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**0910-217**

## **Carson City Waterfall Fire Watershed Improvements – Phase 2**

thereon owned by CONTRACTOR;

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

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

If CITY terminates this Contract for one of the reasons stated in above, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the cost of finishing the Work including expenses made necessary thereby, such excess shall be paid to CONTRACTOR. If the costs of finishing the Work exceed the unpaid balance, CONTRACTOR shall pay the difference to CITY. The amount to be paid to CONTRACTOR or CITY, as the case may be, shall survive termination of this Contract.

In the event of such termination, all monies due CONTRACTOR or retained under the terms of this Contract shall be held by CITY; however, such holdings will not release CONTRACTOR or its sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by CITY arising from the termination of the operations of this Contract and the completion of the Work by CITY as provided above shall be paid for by any available funds held by CITY. CONTRACTOR will be so credited with any surplus remaining after all just claims for such completion have been paid.

If at any time before completion of the Work under this Contract, the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, CITY may give notice to CONTRACTOR to discontinue the Work and terminate this Contract. CONTRACTOR shall discontinue the Work in such manner, sequence, and at such times as CITY may direct. CONTRACTOR shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the work actually performed up to the time of discontinuance, including any extra work ordered by CITY to be done.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

### **Winding Up Affairs Upon Termination:**

In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

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

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

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

### **SCOPE OF WORK**

The parties agree that the scope of work will be specifically described and hereinafter referred to as the **WORK**. This Contract incorporates the following attachments, a **CONTRACTOR'S** attachment shall not

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

0910-217

## Carson City Waterfall Fire Watershed Improvements – Phase 2

contradict or supersede any **OWNER** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

**CONTRACTOR** agrees that the Contract Documents for Bid No. 0910-217 include, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, herein after referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

**CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, referred to as Exhibit B, are incorporated herein and made a part whereof.

### FAIR EMPLOYMENT PRACTICES

Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTORS** and Public Bodies:

*In connection with the performance of work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

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

### PREFERENTIAL EMPLOYMENT

Pursuant to Nevada Revised Statute 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

In connection with the performance of work under this Contract, **CONTRACTOR** agrees to comply with the provisions of Nevada Revised Statute 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

### ALTERNATIVE DISPUTE RESOLUTION

Pursuant to Nevada Revised Statute 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arises between the public body and the **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arises between **OWNER** and **CONTRACTOR** cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree that, before judicial may be initiated, **OWNER** and **CONTRACTOR** will submit the dispute to non-binding mediation. **OWNER** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **OWNER**. The person selected as mediator shall determine the rules governing the mediation.

### LIMITED LIABILITY

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

0910-217

## Carson City Waterfall Fire Watershed Improvements – Phase 2

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

### FORCE MAJEURE

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

### INDEMNIFICATION

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

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

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

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide legal defense for the indemnified party, the indemnifying party shall not be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

### INDEPENDENT CONTRACTOR

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

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

# **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**0910-217**

## **Carson City Waterfall Fire Watershed Improvements – Phase 2**

duties under this Contract.

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

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

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

### **COMPLIANCE WITH LEGAL OBLIGATIONS**

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

**CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and license required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS 361.157 and NRS 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **OWNER** may set-off against consideration due any delinquent government obligations.

### **WAIVER OF BREACH**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

### **SEVERABILITY**

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

### **ASSIGNMENT/DELEGATION**

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

### **CITY OWNERSHIP OF PROPRIETARY INFORMATION**

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

0910-217

## Carson City Waterfall Fire Watershed Improvements – Phase 2

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

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

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

### PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **OWNER** will have duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

### CONFIDENTIALITY

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

### FEDERAL FUNDING

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

**CONTRACTOR** certified, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification if made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp.19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

**CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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

### LOBBYING

# **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**0910-217**

## **Carson City Waterfall Fire Watershed Improvements – Phase 2**

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

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

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

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

### **PROPER AUTHORITY**

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

### **GOVERNING LAW: JURISDICTION**

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

### **ENTIRE CONTRACT AND MODIFICATION**

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

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

0910-217

## Carson City Waterfall Fire Watershed Improvements – Phase 2

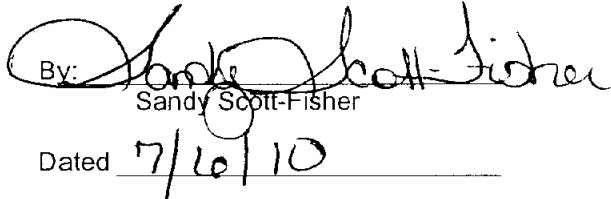
AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

### ACKNOWLEDGMENT AND EXECUTION:

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

#### CARSON CITY

Finance Director  
Attn: Sandy Scott-Fisher, Purchasing and  
Contracts Coordinator  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
[SScott@carson.org](mailto:SScott@carson.org)

By:   
Sandy Scott-Fisher  
Dated 7/16/10

#### CITY'S ORIGINATING DEPARTMENT

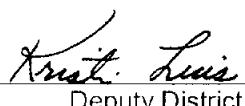
BY: Andrew Burnham, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355 Ext. 30367  
Fax: 775-887-2164  
[ABurnham@ci.carson-city.nv.us](mailto:ABurnham@ci.carson-city.nv.us)

By:   
Dated 7/6/10

#### CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By:   
Kristi Lewis  
Deputy District Attorney  
Dated 7/6/10

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

0910-217

Carson City Waterfall Fire Watershed Improvements – Phase 2

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

**CONTRACTOR**

BY: Lystra Pitts  
TITLE: Vice President  
FIRM: F and P Construction, Inc.  
CARSON CITY BUSINESS LICENSE #: 10-5151  
NEVADA CONTRACTOR'S LICENSE #: 33809A  
Address: 9070 Double Diamond Parkway  
City: Reno State: Nevada Zip Code: 89521  
Telephone: 775-885-0404/Fax: 775-851-7709  
E-mail Address: [Lystra@FandPConstruction.com](mailto:Lystra@FandPConstruction.com)

  
(Signature of [REDACTED])

**(Signature of Contractor)**

DATED 7-7-10

STATE OF *Nebraska*

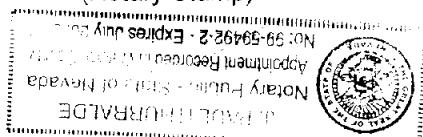
)ss

County of Wasco)

Signed and sworn (or affirmed before me on this 7 day of July, 2010, by Lystra Pitts.

Signed and sworn (or affirmed before me) this  
  
(Signature of Notary)

(Notary Stamp)



# **CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**0910-217**

## **Carson City Waterfall Fire Watershed Improvements – Phase 2**

### **CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 15, 2010 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 0910-217** and titled "**Carson City Waterfall Fire Watershed Improvements – Phase 2**". 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 15<sup>th</sup> day of July, 2010.

**ATTEST:**

---

ALAN GLOVER, CLERK-RECORDER

DATED this 15<sup>th</sup> day of July, 2010.

# BID PROPOSAL

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We F and P Construction, Inc. as Principal, hereinafter called Contractor, and Western 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% of attached bid 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, the Principal has submitted a bid, identified as **BID # 0910-217** and titled "CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS - PHASE 2".

NOW, THEREFORE if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this 30th day of June 2010

Signature of Principal: J. Paul Ithurralte

Title: V.P.

Firm: F and P Construction, Inc.

Address: 9070 Double Diamond Pkwy

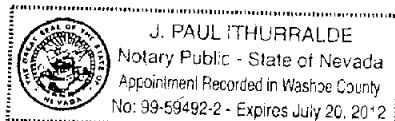
City/State/Zip Code: Reno, NV 89521

Written Name of Principal: Lystra Pitts

ATTEST NAME

Signature of Notary: J. Paul Ithurralte

(Seal)



Subscribed and sworn before me this 30<sup>th</sup> day of June 2010  
(printed name of notary) J. Paul Ithurralte Notary Public for the State of Nevada  
Claims Under this Bond May be Addressed to:

Name of Surety Western Insurance Company

Address 675 W Moana Ln Ste 200

City Reno

State/Zip Code NV, 89509

Name Cynthia D. Bell

Title Attorney-in-fact

Phone 775-829-2600

Surety's Acknowledgement Cynthia D. Bell

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

WESTERN INSURANCE COMPANY  
POWER OF ATTORNEY

332668

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint

Dick L. Rottman, Jeffrey P. Shaffer, Bradley A. Pearce,  
R. Scott Rottman, Cynthia D. Bell, Karen Corbin, Christie Elliott

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

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 2nd day of March, 2010.

WESTERN INSURANCE COMPANY



(Signed) By   
President

(Signed) By   
Secretary

STATE OF NEVADA)

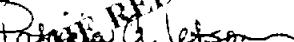
SS:

COUNTY OF WASHOE)

On this 2nd day of March, 2010, before me personally came DICK L. ROTTMAN, PRESIDENT of the WESTERN INSURANCE COMPANY and ALICE A. MOLASKY ARMAN, SECRETARY of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said DICK L. ROTTMAN and ALICE A. MOLASKY ARMAN were respectively the PRESIDENT and the SECRETARY of the said WESTERN INSURANCE COMPANY, the corporation described in which executed the foregoing Power of Attorney that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by the Board of Directors of said corporation, and that they signed their names thereto by like orders as PRESIDENT and SECRETARY, respectively, of the Company.

My Commission expires the 31 day in April, 2011.



(Signed) By   
Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on March 2, 2010.

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by person or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

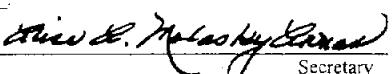
RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, ALICE A. MOLASKY ARMAN, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on March 2, 2010 and that this resolution is in full force effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this

30th day of June, 2010

  
Secretary



## ALL-PURPOSE ACKNOWLEDGEMENT

State of Nevada

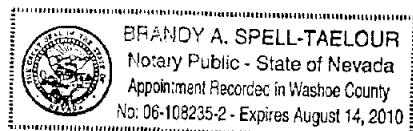
County of Washoe

On June 30, 2010 before me, Brandy A. Spell-Taelour,  
(Notary)  
Notary Public, personally appeared, Cynthia D. Bell  
*Name(s) of Document Signer(s)*

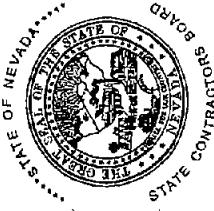
Personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s)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

WITNESS my hand and official seal

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



(Affix seal in the above blank space)



# 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-08-04-25-0355

F AND P CONSTRUCTION (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE  
NUMBER: 33809A ORIGINAL ISSUE DATE: 09/30/1994 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-  
GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS  
CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE  
STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE  
AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS  
PROOF OF CONTRACTORS' 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 OCTOBER 1, 2009 AND EXPIRES ON SEPTEMBER 30, 2010,  
UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

  
NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI A. GREIN, EXECUTIVE OFFICER  
9-9-2009  
DATE



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.

# BID PROPOSAL

**BID # 0910-217**

**BID TITLE: CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS - PHASE 2**

**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
BP.1	Mobilization, Demobilization and Clean-up	1	LS	8,000.00	8,000.00
BP.2	Clearing and Grubbing	9.5	AC	200.00	1,900.00
BP.3	Erosion Control	1	LS	19,953.00	19,953.00
BP.4	Earthwork - Basin Excavation and Road Embankment Fill	1	LS	20,008.00	20,008.00
BP.5	Temp Access, Salvage and Stockpile AC Grindings - Resurface Access Roads	1	LS	29,636.00	29,636.00
BP.6	Landlok 450 Turf Reinforcement Mat	7500	SY	5.95	44,625.00
BP.7	36-Inch Diameter RCP	43	LF	110.00	4,730.00
BP.8	Concrete Headwalls and Rock Rip Rap	1	SY	6,630.00	6,630.00
BP.9	Geotextile Natural Erosion Control Fabric for Stream Revegetation	2000	SY	2.04	4,080.00
BP.10	Re-vegetate Project Site	1	LS	20,795.00	20,795.00
BP.11	Earthwork - Spreader Dikes	1	LS	10,560.00	10,560.00
BP.12	4-Inch Diameter SDR 35 PVC Pipe in Spreader Dikes	52	EA	34.00	1,768.00
BP.13	Rock Cutoff Wall and Spillway	1	LS	94,750.00	94,750.00
BP.14	Bank Lowering, Berm and Check Dams Along Kings Canyon Creek	1	LS	6,730.00	6,730.00
Total Base Bid Price					188,642.00

Total Base Bid Price Written in Words:

One Hundred Eighty Eight Thousand Six hundred Sixty Two, 2000

## BID PROPOSAL

### BP.15 BIDDER INFORMATION:

**Company Name:** F and P Construction

<b>Federal ID No.:</b> 88-0324166
<b>Mailing Address:</b> 9070 Double Diamond Pkwy
<b>City, State, Zip Code:</b> Reno, NV, 89521
<b>Complete Telephone Number:</b> 775 885-0404
<b>Complete Fax Number:</b> 775 851-7709
<b>Fax Number including area code:</b> 775 851-7709
<b>E-mail:</b> Lystra@FandPConstruction.com

**Contact Person / Title:** Lystra Pitts / Vice President

<b>Mailing Address:</b> 9070 Double Diamond Pkwy
<b>City, State, Zip Code:</b> Reno, NV, 89521
<b>Complete Telephone Number:</b> 775 885-0404
<b>Complete Fax Number:</b> 775 851-7709
<b>E-mail Address:</b> Lystra@FandPConstruction.com

### BP.16 LICENSING INFORMATION:

<b>Nevada State Contractor's License Number:</b> 33809A
<b>License Classification(s):</b> Full A
<b>Limitation(s) of License:</b> Unlimited
<b>Date Issued:</b> 9/30/94
<b>Date of Expiration:</b> 9/30/10
<b>Name of Licensee:</b> Randy Pitts
<b>Carson City Business License Number:</b> 10-00005151
<b>Date Issued:</b> 1/20/10
<b>Date of Expiration:</b> 12/31/10
<b>Name of Licensee:</b> Randy Pitts

# BID PROPOSAL

## BP.17 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:** F and P Construction

<b>State in which Company is Incorporated:</b> Nevada
<b>Date Incorporated:</b> 4-6-94
<b>Name of Corporation:</b> F and P Construction
<b>Mailing Address:</b> 9070 Double Diamond Pkwy
<b>City, State, Zip Code:</b> Reno, NV 89521
<b>Telephone Number:</b> 775 851-3449
<b>President's Name:</b> Randy Pitts
<b>Vice-President's Name:</b> Lystra Pitts, Dayton Pitts
<b>Other 1) Name &amp; Title:</b> Cindy Pitts Sec/Treasurer

# BID PROPOSAL

## BP.18 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Steven Graham	5

Title 1) Foreman

Name 2) Lystra Pitts	18
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Title 2) Project Manager

Name 3) Dayton Pitts	14
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Title 3) Supervisor

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

Title 4)

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

Title 5)

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

Title 6)

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

# BID PROPOSAL

## BP.19 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> Reno Engineering
<b>Contract Person:</b> Vince Griffith
<b>Mailing Address:</b> 8725 Technology Way
<b>City, State, Zip Code:</b> Reno, NV, 89521
<b>Complete Telephone Number:</b> 775 852-5700
<b>E-Mail Address:</b> Vince@recnv.com
<b>Project Title:</b> USA Parkway
<b>Amount of Contract:</b> 3.7 Million
<b>Scope of Work:</b> Grade for roadway and drainage improvements
<b>Company Name 2):</b> Carson City Public Works
<b>Contract Person:</b> Tom Grundy
<b>Mailing Address:</b> 3505 Butti Way
<b>City, State, Zip Code:</b> Carson City, NV, 89701
<b>Complete Telephone Number:</b> 775 885-2355
<b>E-Mail Address:</b> tgrundy@ci.carson-city.nv.us
<b>Project Title:</b> Fuji Park Urban Fishing Pond
<b>Amount of Contract:</b> 600k
<b>Scope of Work:</b> Dig pond, grade drainages, riprap and walks

## BID PROPOSAL

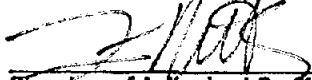
<b>Company Name 3):</b> Washoe County Parks and Open Spaces
<b>Contract Person:</b> Eric Crump
<b>Mailing Address:</b> 1001 E. Ninth St.
<b>City, State, Zip Code:</b> Reno, NV 89520
<b>Complete Telephone Number:</b> 775 784-7205
<b>E-Mail Address:</b> ecrump@washoecounty.us
<b>Project Title:</b> Verdi Mill Ponds
<b>Amount of Contract:</b> 750k
<b>Scope of Work:</b> dug pond and graded drainages for new pond.
<b>Company Name 4):</b>
<b>Contract Person:</b>
<b>Mailing Address:</b>
<b>City, State, Zip Code:</b>
<b>Complete Telephone Number:</b>
<b>E-Mail Address:</b>
<b>Project Title:</b>
<b>Amount of Contract:</b>
<b>Scope of Work:</b>

# BID PROPOSAL

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

BP. 20

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  
\_\_\_\_\_  
Lystra Pitts  
\_\_\_\_\_  
Printed Name

VP \_\_\_\_\_  
Title \_\_\_\_\_  
6/30/10 \_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature \_\_\_\_\_  
\_\_\_\_\_  
Date

### BIDDER'S SAFETY INFORMATION

#### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2007	.90	.83
2006	.95	2.67

<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.21 **INSTRUCTIONS:** for Subcontractors exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <u>Valley Concrete</u>	Address <u>601 6th St</u>	
Phone <u>775 329-0656</u>	Nevada Contractor License # <u>8697A</u>	Limit of License <u>unlimited</u>
Description of work <u>Concrete</u>		
Name of Subcontractor <u>Soil tech</u>	Address <u>6420 S. Cameron, Ste 207</u>	
Phone <u>702 873-2023</u>	Nevada Contractor License # <u>334150</u>	Limit of License <u>2 million</u>
Description of work <u>Erosion Control</u>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## BP.24 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
                          ) 88  
COUNTY OF Carson )

I Lystra Pitts (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 "CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS - PHASE 2", contract number 0910-217, 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: Lystra Pitts

TITLE: Vice President

FIRM: F and P Construction

Address: 9070 Double Diamond Parkway

City, State, Zip: Reno, NV 89521

Telephone: 775 851-3449

Fax: 775 851-7709

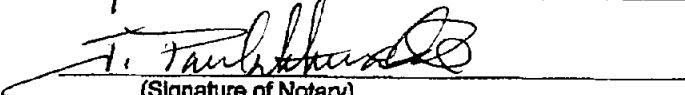
E-mail Address: lystra@fandpconstruction.com



(Signature of Bidder)

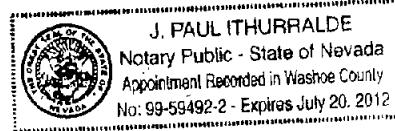
DATED: 6/30/10

Signed and sworn (or affirmed) before me on this 30th day of June, 2010, by  
Lystra Pitts.

  
(Signature of Notary)

(Notary Stamp)

END OF BID PROPOSAL



**F AND P CONSTRUCTION**  
9070 Double Diamond Parkway  
775 851-3449  
www.fandpconstruction.com

6/30/2010



**TO:** Sandy Scott-Fisher

**FROM:** Lystra Pitts

CARSON CITY

PAGES: 3

FAX: 887-2107

FAX: [Type the sender fax number]

PHONE: [Type the recipient phone number]

PHONE: [Type the sender phone number]

CC: [Type text]

RE: [Type text]

**COMMENTS:**

Sub lists

- Urgent
- Please review
- Please comment
- For your records

**BID PROPOSAL****SUBCONTRACTORS**

**BP. 23 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

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

## BID PROPOSAL

### SUBCONTRACTORS

**BP.22 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 <i>None</i>	
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		