

**Official Record**Recording requested By  
EUREKA COUNTY

Eureka County - NV

Mike Rebaleati - Recorder

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RPTT: Recorded By: FES

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0213746

**Recording Requested by:**Name Eureka CountyAddress PO Box 714City/State/Zip Eureka, NV 89316Contract

(Title of Document)

Devil's Gate District 1 & 2  
Water Transmission main Inter-tie Project

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

**EUREKA COUNTY**  
**DEVIL'S GATE DISTRICTS 1 AND 2**  
**WATER TRANSMISSION MAIN INTER-TIE PROJECT**  
**PWP NO. EU-2009-279**

**CONTRACT**

**THIS AGREEMENT**, made this 31<sup>st</sup> day of August, 2009, by and between PEAVINE CONSTRUCTION, Nevada License Number 0022554, hereinafter called **CONTRACTOR**, and **EUREKA COUNTY**, acting through its Board of County Commissioners, hereinafter called the **OWNER**.

**WITNESSETH**

**THAT FOR** and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

Article 1 – Scope of Work

The Contractor shall furnish all labor materials and supplies, equipment and labor and other services necessary to perform all the work described in the Specifications and Contract Documents titled Devil's Gate Districts 1 and 2 Water Transmission Main Inter-Tie Project

Article 2 – Time of Completion

The work to be performed under this Contract shall be completed within one hundred fifty (150) calendar days from the date specified in the Notice to Proceed, unless the period for completion is extended as provided in the Special Conditions.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extension of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of one thousand dollars (\$1,000.00) for each day required to complete the work in addition to the period of time herein before set forth.

Article 3 – Progress Payments

The Owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the Special Provisions and this Contract.

Article 4 – Acceptance and Final Payment

As soon as practical, following the completion of the work, the Contractor shall make request to the Engineer for a semi-final inspection after which the Engineer will furnish the Contractor a list of defective items, if any. Upon correction of the defective items, if any, the Contractor shall make request by letter to the Engineer for final inspection and acceptance of the work. If no further defects exist, and if in his opinion all provisions of the Specifications and the Contract have been satisfied, the Engineer will recommend that the project be accepted at the next regularly scheduled Eureka County Commissioners meeting. Upon acceptance of the project by the Owner, the Engineer will complete the Notice of Completion and file said notice with the Eureka County Recorder. At the expiration of forty (40) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid,

providing that no claims, liens or outstanding debts have been filed against the work. Notwithstanding the expiration of forty (40) days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness relating to the work performed, have been paid before final payment is made.

#### Article 5 – The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the Engineer, amounts as set forth in the Proposal. The sum of Five Hundred Fifty Seven Thousand, Two Hundred Fifty Dollars (\$557,250.00) is to be paid in the manner and under the conditions hereinbefore specified.

#### Article 6 – Labor

That in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder, except as provided in NRS 608 and any applicable Federal Regulations.

#### Article 7 – Performance and Labor and Material Bonds

The Contractor agrees that he will, before this Contract becomes effective, furnish the Owner with a Performance Bond and a Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the estimated amount prior to the beginning of construction.

The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this Agreement.

The Labor and Materials Bond shall be conditioned to provide and secure payment for all material, provisions, provender, and supplies, teams, trucks, and other means of transportation used in or upon or about the work and for any of the labor done thereon.

#### Article 8 – The Contract Documents

The following is an enumeration of the Contract Documents and they are as fully a part of the Contract as if hereto attached or hereto repeated:

Invitation to Bid

Instructions to Bidders

Proposal

Base Bid Schedule

Bid Item Clarification

Bid Bond

General Contractor Form

List of Subcontractors

Affidavit of Non-Collusion

Contractor's Waiver

Contract

Labor and Material Bond

Performance Bond

Standard Specifications for Public Works

Construction and Addenda

Standard Details for Public Works Construction

Plans/Figures

General Provisions

Special Provisions

Technical Specifications

Prevailing Wage Rates

Supplemental Agreements

Addenda (if any)



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IN WITNESS WHEREOF, the said Contractor and the Owner, have caused the names of said parties to be affixed hereto, the day and year first above written.

(SEAL.)

ATTEST (Contractor):

Name: Shelly Miguel  
(Please Type)  
Title: Office Manager

OWNER (EUREKA COUNTY)

By:

Name: James P. Ithurrealde

Title: Chair, County Commissioners

CONTRACTOR (PEAVINE CONSTRUCTION)

By:

Name: Michael R. Beloud

(Please Type)

Address: 2332 Larkin Circle  
Sparks, NV 89431

ATTEST:

Jackie Berg  
EUREKA CO. CLERK



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## NOTICE OF AWARD

TO: PEAVINE CONSTRUCTION  
P.O. Box 2244  
Sparks, Nevada 89432

DATE: August 20, 2009  
PROJECT: DEVIL'S GATE 1 & 2  
WATER MAIN

**PROJECT DESCRIPTION: DEVIL'S GATE DISTRICTS 1 & 2 WATER TRANSMISSION MAIN INTER-TIE PROJECT.** The Owner has considered the bid submitted by you for the above described work in response to its Notice to Bidders dated July 2, 2009 and Instruction to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of Five Hundred Seventy Five Thousand, Two Hundred Fifty Dollars (\$ 575,250.00 ).

You are required by the Instruction to Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Labor and Materials Bond and certificates of insurance within ten (10) calendar days from the date of receipt of this Notice.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 20<sup>th</sup> day of August, 2009.

EUREKA COUNTY PUBLIC WORKS DEPT.

Owner

By: R. J. J. J. 8/20/2009

Title: Director

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by PEAVINE CONSTRUCTION.

this the 21 day of August, 2009

By: Michael Belar P.E.

Title: CITY OF ESTIMATOR



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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Eureka County Board of Commissioners, hereinafter designated "ECBC", has awarded to PEAVINE CONSTRUCTION, INC., hereinafter designated "PRINCIPAL," a Contract dated 8-20-09 for Construction of Devil's Gate Districts 1 and 2 Water Transmission Main Inter-Tie Project; and

WHEREAS, said PRINCIPAL is required under the terms of said Contract and by law under the provisions of NRS 339 to furnish a Bond for the performance of said Contract;

NOW THEREFORE, we, Principal, and GREAT AMERICAN INSURANCE COMPANY, hereinafter designated as "SURETY" are held and firmly bound unto ECBC in the sum of \*\* Dollars (\$575,250.00) lawful money of the United States, not being less than one hundred percent (100%) of the estimated contract cost of the work, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**\*\* Five hundred seventy five thousand two hundred fifty dollars**

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the above-bounden Principal, Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the Contract and any alterations made therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning; and shall indemnify and save harmless ECBC, its officers and agents, as therein stipulated: then this obligation shall become null and void. Otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after completion and acceptance of the work done, during which time if the above-bounden Principal, the Principal's heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect ECBC from loss or damage made evident during said period of one (1) year from the date of acceptance of said work done, the above obligation in the said sum of Five hundred seventy five\*\* Dollars (\$ 575,250.00), shall remain in full force and virtue; otherwise, the above obligation shall be void.

**\*\*thousand two hundred fifty dollars**

**SURETY**, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications. And Surety, for the value received, further stipulates and agrees that should ECBC incur any attorney's fees or other expense for the enforcement of the Contract or this Bond, the same shall be paid by Surety to ECBC.



IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 24 day of August, 2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PEAVINE CONSTRUCTION, INC.

GREAT AMERICAN INSURANCE COMPANY

PRINCIPAL

By

(SEAL)

*Chuck Cook*  
CHUCK COOK, SECRETARY

SURETY

By

(SEAL)

*Lori Jones*  
Lori Jones, Attorney-In-Fact

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BOND NO. 1054720  
PREMIUM: Included in  
Performance Bond

**LABOR AND MATERIAL BOND FOR PUBLIC WORKS  
REQUIRED PURSUANT TO NRS CHAPTER 339**

**KNOW ALL PERSONS BY THESE PRESENTS, THAT** PEAVINE CONSTRUCTION, INC.  
2332 Larkin Cr., Sparks, NV  
(Name and Address of Legal Designation of Contractor)

as Principal, hereinafter called "Principal" and WESTERN SURETY COMPANY  
2210 Plaza Dr., #150, Rocklin, CA  
(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety" are held and firmly bound unto Eureka County, as Obligee, herein after called "Owner" for the use and benefit of claimants as hereinafter defined in the amount Five hundred\*\*, amount no less than one hundred percent (100%) of the contract amount, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

\*\*seventy five thousand two hundred fifty dollars  
**WHEREAS**, Principal has, by written agreement dated \_\_\_\_\_ entered into contract with Owner for Devil's Gate District 1 and 2 Intertie Transmission Main, which contract is attached hereto and by reference made a part hereof, and is hereinafter referred to as the "Contract."

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is the condition that if the Principal shall promptly make payment to all claimants as hereinafter defined for all labor and materials 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.

**THIS BOND** is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of the Nevada Revised Statutes, and all acts mandatory thereof, and this Bond shall insure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to, the work described in said contract, in accordance with provisions of Chapter 339 of the Nevada revised Statutes.

Any suit or action brought on this bond shall be maintained in accordance with provisions as set forth in Chapter 339 of the Nevada Revised Statutes, and all acts anendatory thereof.

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IN WITNESS WHEREOF, the above Principal and the above Surety hereunto set their hands and seals,  
this 24th day of August, 2009.

IN THE PRESENCE OF:

[Signature]

PEAVINE CONSTRUCTION, INC.

(Principal)

(Seal)

[Signature]  
Title

SECRETARY

CHUCK COOK

8-25-09

Date

GREAT AMERICAN INSURANCE COMPANY

Surety

(Seal)

[Signature]  
Title

Lori Jones

(Attorney In Fact)

CD-5



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# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 14245

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
LORI JONES	ALL OF	ALL
TIM FRUHWIRTH	RENO,	\$75,000,000.00
NICK ROSSI	NEVADA	
BRUCE NICKERSON		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24<sup>th</sup> day of, NOVEMBER, 2008.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 24<sup>th</sup> day of NOVEMBER, 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

*RESOLVED: That the Division President, the Division Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, EVE CUTLER ROSEN, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 24<sup>th</sup> day of August, 2009



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**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
8/21/2009

**PRODUCER** Commercial Lines ... 775-827-1555  
Wells Fargo Insurance Services of Nevada, Inc.  
604 West Moana Lane  
Reno, NV 89509

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE****NAIC #**

**INSURED** Peavine Construction, Inc.  
P. O. Box 2244  
  
Sparks NV 89432

INSURER A: American Zurich Insurance Company

40142

INSURER B: Everest National Insurance Company

10120

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded.: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	CPO286271807	10/07/2008	10/07/2009	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPO286271807	10/7/2008	10/7/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	71C30000055081	10/07/2008	10/07/2009	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <b>OTHER</b>				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Devil's Gate Districts 1 & 2 Water Transmission Main Inter-Tie Project  
Eureka County Public Works Department is named as additional insured per form U-GL-1175-B CW 03/07 attached.

**CERTIFICATE HOLDER**

Eureka County Public Works Department  
701 South Main Street  
Eureka, NV 89316

**CANCELLATION Ten Day Notice for Non-Payment**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Joseph E. Hyatt*

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



## Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
CPO286271807	10/07/2009	10/07/2008	ABD/Lucini Parish		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf; and resulting directly from:
    - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
    - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

~~This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.~~

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

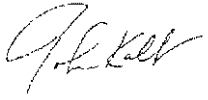
This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.



<b>CERTIFICATE OF COVERAGE</b>					ISSUE DATE (MM/DD/YYYY) 08/21/2009	
<b>PRODUCER</b> CHSI of Nevada 770 Pilot Rd, Suite 1 Las Vegas, NV 89119  Phone 1-866-521-2474      Fax (702) 736-4701			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>COMPANIES AFFORDING COVERAGE</b>						
<b>INSURED</b> Peavine Construction, Inc. Peavine Construction P.O. Box 2244 Sparks, NV 89432-2244  Phone (775)359-2288      Fax (775)359-2685			COMPANY LETTER <b>A</b> Preferred Builders Self Insured Group			
Member ID 511070			Member Start Date 01/01/2001			
COMPANY LETTER <b>B</b> New York Marine & General			COMPANY LETTER <b>C</b>			
COMPANY LETTER <b>D</b>			COMPANY LETTER <b>E</b>			
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/>				GENERAL AGGREGATE PRODUCTS-COMP/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (any one fire) MEDICAL EXPENSE (any one person)	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per person) PROPERTY DAMAGE	
<b>B</b>	<b>EXCESS LIABILITY</b> <input type="checkbox"/> <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	AGGREGATE
<b>A</b>	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>	NV-DOI Certificate of Authority #5013	06/01/1999	CONTINUOUS UNTIL CANCELLED	STATUTORY 1,000,000 EACH ACCIDENT 1,000,000 DISEASE - POLICY LIMIT 1,000,000 DISEASE - EACH EMPLOYEE	
<b>B</b>	<b>OTHER EXCESS WORKERS' COMPENSATION LIABILITY</b>	MW100080	11/1/2008	1/1/2010	SIR	MAXIMUM LIABILITY 400,000      Statutory
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS JOB NAME: 09-015 DEVIL'S GATE DISTRICTS 1 & 2 WATER TRANSMISSION MAIN INTER-TIE.						
<b>CERTIFICATE HOLDER</b> EUREKA COUNTY PUBLIC WORKS DEPARTMENT  701 SOUTH MAIN STREET  EUREKA, NV 89316  Phone: Fax:			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.			
AUTHORIZED REPRESENTATIVE 			John Kalb CHSI of Nevada			



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**EUREKA COUNTY**  
**DEVIL'S GATE DISTRICTS 1 AND 2**  
**WATER TRANSMISSION MAIN INTER-TIE PROJECT**  
**PWP NO. EU-2009-279**

**PROPOSAL**

County Commissioners  
Eureka County  
P.O. Box 677  
Eureka, Nevada 89316

**Members:**

I (we) hereby submit our proposal for the Eureka County, Devil' Gate Districts 1 and 2 Water Transmission Main Inter-Tie Project, Eureka County, Nevada.

In compliance with your published invitation for Bids and Instructions to Bidders, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications therefore, together with Addenda numbered #1, #2 and I (we) propose and agree that if this proposal is accepted, I (we) will contract with Eureka County to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to construct the project, complete in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the Plans, Specifications, and contract documents prepared herewith, which hereby are made a part of this proposal.

The bidder understands that the following quantities are approximate, only being given as a basis for the comparison of Proposals; and the Owner does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work as may be deemed necessary or advisable by the Engineer.

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**DEVIL'S GATE DISTRICTS 1 AND 2  
WATER TRANSMISSION MAIN INTER-TIE PROJECT  
EUREKA COUNTY**

**PWP NO. EU-2009-279**

**ADDENDUM NO. 1**

August 3, 2009



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## **ADDENDUM NO. 1**

**FOR BIDS DUE AUGUST 6, 2009 AT 1:00 PM**

The Bidder shall acknowledge receipt of this Addendum on this form and return to Day Engineering via facsimile at (775) 348-8624 and attach a copy of this addendum with the bid. Failure to include this Addendum with the formal bid will render the bid non-responsive. Non-responsive bids will not be considered and will be cause for rejection.

The following modifications, additions and deletions shall be included with the Plans and Specifications for the above-referenced project:

### **GENERAL:**

1. The Contractor is not required to pay for construction water and therefore does not have to include a cost for such in his/her bid.
2. The project may be funded in part by Nevada Drinking Water Program ARRA Stimulus Funds. Special conditions will apply to this solicitation. For complete details go to <http://www.recovery.gov/sites/default/files/m09-15.pdf>.
  - A. Section 1605 of the Recovery Act requires a "Buy American Effort". Only iron, steel and manufactured goods produced in the United States are to be used for the project.
  - B. As a federally funded project, wage rates shall be based on the higher of the two wage rates (Davis Bacon or Prevailing Wage) for each classification of labor.

### **SPECIFICATIONS:**

1. Replace the BD Section with the attached. The attached BD Section shall be used when submitting the bid. Please note the attached "REVISED" Bid Schedule. The bid items have increased by one totaling 18 bid items. Modifications are identified as follows:
  - Modified the number of fire hydrants from 7 to 8 each (Bid Item 7);
  - Added a bid item (Bid Item 14) for 8,300 feet of existing fence removal.
2. Replace the Bid Schedule Clarification with the attached.
3. Replace the gradation of the backfill (Technical Specification 31100, Page 31100-3, Part 2.10, C) with the attached Table 200.03.06-I. Bedding material shall be imported and meet Class A specifications as identified on the Plans and in the Project Specifications. The bedding material shall be installed in the pipe zone which extends from the bottom of the trench to 12 inches above the pipe. The backfill material shall be native material as long as it meets Class E Specifications provided herein.



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PLANS:

## 1. Plan and Profile Sheets

- A. The amount of fencing to be removed is 8,300 lineal feet (Station 25+61 to Station 105+69).
- B. The seed mix shall be crested wheatgrass. The seed mix shall be applied at 1 pound per acre.
- C. The new building on Sheet C15 has been relocated adjacent to the existing north fence line at the District 2 booster pumping station and water storage tank. An existing concrete slab 3' x 5' needs to be removed. The doors of the new building will face south. The 2-inch piping connecting the pressure tanks will be installed underground between the two buildings and the underground piping will also require coring and excavation under the existing concrete slab floor. The pressure tanks shall be seismically braced with a steel band secured to the new building (see attached details).
- D. The unit heater for the new building will be a 240-Volt, Dayton Model 52K70D heater. There is space available in the existing panel at the adjacent booster pumping station for another circuit to be added for this heater. The circuit will require a 30-amp breaker. The unit heater shall be braced with uni-strut mounted to the building.

## 2. Detail Sheets

- A. Replace the Hot Tap detail with the attached. Due to the proximity of the two existing water mains, the 6-inch tie-in at Station 124+58 shall include cutting in a tee and lowering the water main to avoid the adjacent existing water main (see attached detail).
- B. Replace the air release valve detail with the attached. The air release valve detail has been modified from a ¾-inch valve to a 1-inch valve.
- C. The altitude valve ¾-inch PVC sensing line shall be connected to the 8-inch booster pump suction line adjacent to the water storage tank. The connection shall include a ¾-inch service connection. The 2-inch FCA inside the vault has been deleted. The 2-inch thermal coil meter box has been replaced with a McCullough EZ Vault (see attached detail).

Bidder will prepare his/her bid to reflect the changes identified above. The Bidder, by executing this form, acknowledges receipt of this Addendum and that the referenced items delineated in this Addendum have been incorporated in said bid.

MICHAEL BIELLOO PRATER Construction, Inc.

Chief Estimator Bidder

8/3/09

Title

Date



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**DEVIL'S GATE DISTRICTS 1 AND 2  
WATER TRANSMISSION MAIN INTER-TIE PROJECT  
EUREKA COUNTY**

**PWP NO. EU-2009-279**

**ADDENDUM NO. 2**

August 3, 2009



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## ADDENDUM NO. 2

FOR BIDS DUE AUGUST 6, 2009 AT 1:00 PM

The Bidder shall acknowledge receipt of this Addendum on this form and return to Day Engineering via facsimile at (775) 348-8624 and attach a copy of this addendum with the bid. Failure to include this Addendum with the formal bid will render the bid non-responsive. Non-responsive bids will not be considered and will be cause for rejection.

The following modifications, additions and deletions shall be included with the Plans and Specifications for the above-referenced project:

### PLANS:

#### 1. Plan and Profile Sheets

- A. The new building on Sheet C15 shall be insulated with 2-inch, hardback foam panels.
- B. The model number for the unit heater has been changed to 5ZK70 heater and the mounting bracket shall be a Dayton Model 5ZK72.

#### 2. Detail Sheets

- A. The railroad ties for the fence braces shall be replaced with 6-inch diameter, pressure-treated "Peeler" posts. The lengths shown on the Plans still apply.

Bidder will prepare his/her bid to reflect the changes identified above. The Bidder, by executing this form, acknowledges receipt of this Addendum and that the referenced items delineated in this Addendum have been incorporated in said bid.

PRADINE CONSTRUCTION, INC.

MICHAEL BELOON P.E. Bidder

Title

8/3/09

Date



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**EUREKA COUNTY**  
**DEVIL'S GATE DISTRICTS 1 AND 2 WATER TRANSMISSION MAIN INTER-TIE PROJECT**  
**PWP NO. EU-2009-279**

**BID SCHEDULE**

All applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties are included in the prices quoted in this Proposal.

Item No.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
1	1	LS	<b>Mobilization and Demobilization:</b> Mobilization to the site and demobilization from the site, including clean up, for the amount of: <u>Eleven Thousand Five</u> dollars. <u>Hungarian Thirty Two Dura Fifty Cents</u>	LUMP SUM	\$ <u>11,532.50</u>
2	11,500	LF	<b>12-Inch C900 PVC Water Main:</b> Furnish all labor, equipment, materials, and services to install 12-inch nominal, DR-18 C900 PVC water main, fittings, trenching, backfill, compaction, thrust blocks, warning tape and other work in accordance with the plans and specifications, complete in place for the price of: <u>Twenty Nine and Fifty Cents</u> dollars per lineal foot.	\$ <u>29.50</u> LF	\$ <u>339,250.00</u>
3	24	EA	<b>12-Inch Gate Valves:</b> Furnish all labor, equipment, materials, and services for installing 12-inch gate valves, valve boxes and lids, thrust blocks and other work in accordance with the plans and specifications, complete in place for the price of: <u>Two Thousand Five Hundred</u> dollars each.	\$ <u>2,500.00</u> EA	\$ <u>60,000.00</u>

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Item No.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
4	1	EA	<b>District 2 Booster Pump Station Addition:</b> Furnish all labor, equipment, materials, and services to install 48 square-foot of pre-fabricated steel shed-type building addition at District 2, complete with concrete slab floor roof, doors, foundation kit and roof strengthening kit, unit heater and all appurtenances in accordance with the plans and specifications, complete in place for the price of: <u>SIX THOUSAND TWENTY FIVE</u> dollars each.	<u>\$6,025.<sup>00</sup>/EA</u>	<u>\$6,025.<sup>00</sup></u>
5	1	LS	<b>District 2 Bladder Tanks:</b> Furnish all labor, equipment, materials, and services to install (3), 119-gallon bladder tanks, connecting piping, valves, fittings, drains, heat tape and insulation, appurtenances and other work in accordance with the plans and specifications, complete in place for the price of: <u>SIX THOUSAND THREE HUNDRED FIFTY</u> dollars.	LUMP SUM	<u>\$6,350.<sup>00</sup></u>
6	1	LS	<b>2-Inch Altitude Valve Assembly:</b> Furnish all labor, equipment, materials, and services to install one 2-inch, one-way altitude valve, valve vault, vault hatch, meter assembly, piping, valves, service connections, appurtenances, excavation, backfill, and other work in accordance with the plans and specifications, complete in place for the price of: <u>TWENTY THREE THOUSAND</u> dollars.	LUMP SUM	<u>\$23,000.<sup>00</sup></u>

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Item No.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
7	8	EA	<u>Fire Hydrant Assemblies:</u> Furnish all labor, equipment, materials, and services to install fire hydrant assemblies including hydrant, bollards, tee, valve, piping, drain rock, excavation, backfill and other work in accordance with the plans and specifications, complete in place for the price of: <u>FIVE THOUSAND SEVEN HUNDRED</u> dollars each.	<u>\$5,700<sup>00</sup></u> / EA	<u>\$45,600<sup>00</sup></u>
8	3	EA	<u>Air Valve Assemblies:</u> Furnish all labor, equipment, materials, and services to install 1-inch air release valve assemblies including service connection, piping, valves, vault, bollards and other work in accordance with the plans and specifications, complete in place for the price of: <u>TWO THOUSAND EIGHT HUNDRED TWENTY</u> dollars each.	<u>\$1,825<sup>00</sup></u> / EA	<u>\$5,475<sup>00</sup></u>
9	1	LS	<u>System Connection (Sta 10+00):</u> Furnish all labor, equipment, materials, and services to install system tie-in connection on Frontier Street including valves, fittings, piping, excavation, backfill and appurtenances, and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: <u>THREE THOUSAND FOUR HUNDRED FIFTY</u> dollars.	LUMP SUM	<u>\$3,450<sup>00</sup></u>

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Item No.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
10	1	LS	<b>6-Inch Water Service Connection (Sta 124+58):</b> Furnish all labor, equipment, materials, and services to install one 6-inch water service connection including fittings, valves, piping, trenching, backfill and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: <u>FIFTY-THREE THOUSAND FOUR HUNDRED</u> dollars.	LUMP SUM	\$ <u>13,400.00</u>
11	1	LS	<b>1-Inch Water Service Connection and Yard Hydrant (Sta 52+50):</b> Furnish all labor, equipment, materials, and services to install one 1-inch water service connection including service connection, corp stop, yard hydrant, meter, piping, appurtenances, trenching, backfill and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: <u>TWO THOUSAND TWO HUNDRED TWENTY FIVE</u> dollars.	LUMP SUM	\$ <u>2,225.00</u>
12	1	LS	<b>Stockpile Relocation (Sta 52+50):</b> Furnish all labor, equipment, materials, and services to remove and relocate all materials stored and stockpiled to the Owner's preferred location and outside the proposed easement to facilitate the installation of the water main and other work in accordance with the plans and specifications, complete in place for the price of: <u>NINE HUNDRED</u> dollars.	LUMP SUM	\$ <u>900.00</u>

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Item No.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
13	5,400	LF	<b>Stock Fencing:</b> Furnish all labor, equipment, materials, and services to install stock fencing including netting, barbed wire, posts, braces, hog rings, staples and other work to complete the installation in accordance with the plans and specifications, complete in place for the price of: <u>Four Dollars Sixty Cents</u> dollars per lineal foot.	<u>\$4.60</u> / LF	<u>\$24,840.00</u>
14	8,300	LF	<b>Stock Fencing Removal:</b> Furnish all labor, equipment and services to remove existing stock fencing including netting, barbed wire, posts, braces, hog rings, staples and other work in accordance with the plans and specifications, complete in place for the price of: <u>Fifty Cents</u> dollars per lineal foot.	<u>\$ .50</u> / LF	<u>\$4,150.00</u>
15	4	EA	<b>Gates:</b> Furnish all labor, equipment, materials, and services to install 12-foot panel gates including posts, corner braces, connection of existing wire fences, chain and locks and other work in accordance with the plans and specifications, complete in place for the price of: <u>Six Hundred</u> dollars each.	<u>\$600.00</u> / EA	<u>\$2,400.00</u>

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Item No.	Bid Qty.	Unit	Item Description With Unit Prices Written In Words	Unit Price	Total Amount
16	4,700	SF	<u>Aggregate Base Road Surface:</u> Furnish all labor, equipment, materials, and services to install 6 inches of Type 2, Class B aggregate base, compacted in-place along Frontier Street and other work in accordance with the plans and specifications, complete in place for the price of: <u>NINE DOLLAR TEN CENTS</u> dollars per square foot.	<u>1 10</u> / SF \$	<u>5170.00</u> \$
17	310	SF	<u>A.C. Pavement Patch:</u> Furnish all labor, equipment, materials, and services to install 3 inches of Type 2 AC-20 bituminous pavement patch with aggregate base, and other work in accordance with the plans and specifications, complete in place for the price of: <u>EIGHT DOLLAR TWENTY FIVE CENTS</u> dollars per square foot.	<u>8 25</u> / SF \$	<u>2557.50</u> \$
18	1	LS	<u>Reseeding (Sta 25+61 to Sta 105+69):</u> Furnish all labor, equipment, materials, and services to install seed mixture in all disturbed areas along pipeline alignment and other work in accordance with the plans and specifications, complete in place for the price of: <u>NINE HUNDRED TWENTY FIVE</u> dollars.	Lump Sum	<u>925.00</u> \$
<b>TOTAL BID AMOUNT</b>					<u>\$ 557,250.00</u>

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Unit prices for all items, all extension and total amount of bid must be shown. In event of discrepancy between words, unit price and total price, the approximate quantity multiplied by unit price and the sums of the total prices shall prevail.

If the Bidder is notified of the acceptance of this proposal within thirty (30) days of the time set for the opening of bids, the undersigned Bidder agrees to execute a Contract for the above work for the above stated compensation in the form of the Contract attached hereto within seven (7) calendar days after delivery of the Notice of Award.

The undersigned agrees, if awarded the contract, to complete it within one hundred fifty (150) calendar days from the date set forth in the official Notice to Proceed for each period of work; and further agrees that from the compensation otherwise to be paid, the Owner may obtain liquidated damages of not more than one thousand dollars (\$1,000) per calendar day in accordance with the Special Provisions for each calendar day thereafter that the work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner shall sustain per diem by the failure of the undersigned to complete the work at the time stipulated and this sum is not be construed in any sense as penalty. It is understood that the Nevada Industrial Commission coverage for all employees and any other insurance required by law are distinctly the duty of the undersigned.

I (we), the undersigned, also agree, if awarded the contract, to execute and deliver to the Owner within seven (7) calendar days after delivery of the Notice of Award of the Contract, a Performance Bond and a Labor and Material Payment Bond in the amount of 100% of the contract amount estimated prior to the beginning of the construction.

Accompanying this proposal is a deposit in the form of a BID BOND  
(insert words-certified check, cashier's check or bid bond) in the amount of  
5% \$26900, which is not less than five percent (5%) of the total bid.

The undersigned hold valid Contractor's License No. 022554

BIDDER: PEAVINE CONSTRUCTION, INC.

ADDRESS: 2332 LARKIN CIRCLE PHONE: 775-359-2208

SPARKS, NV ZIP CODE: 89431

BY: CHUCK COOK TITLE: SECRETARY  
(Printed name of person authorized to sign this bid)

SIGNATURE: [Signature] DATE: 8-4-09

WITNESS: [Signature] DATE: 8/4/09

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## GENERAL CONTRACTOR

PBAVINE CONSTRUCTION, INC.  
(Firm Name)

022554  
(Nevada Contractors License Number)

775-359-2298  
(Telephone Number)

775-359-2685  
(Fax Number)

The firm is: (check one)

☒ a corporation

☐ a partnership

☐ sole proprietorship

Principal Officers:

NAME	TITLE	SIGNATURE
<u>MICHAEL FARLITO</u>	<u>PRESIDENT</u>	<u>Michael Farlito</u>
<u>CARL ANDRASON</u>	<u>VICE PRESIDENT</u>	<u>Carl Andrasen</u>
<u>CHUCK COOK</u>	<u>SECRETARY</u>	<u>Chuck Cook</u>

Owners Not Listed Above:

NAME	TITLE	SIGNATURE

I, CHUCK COOK, certify that the above lists include all officers, owners and financial partners of the above mentioned firm-corporate structure to the best of my knowledge.

Chuck Cook  
(Signature)

8-4-09  
(Date)

BD-11

5%

**LIST OF SUBCONTRACTORS**

In accordance with Chapter 338 of NRS, "Within two (2) hours after completion of the opening of bids, the General Contractors who submitted the three (3) lowest bids must submit a list of the names of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the prime Contractor's total bid or \$50,000 whichever is greater, and the number of the license issued to the subcontractor pursuant to NRS Chapter 624. If the General Contractor fails to submit such a list within the required time his/her bid shall be deemed not responsive."

Work to be Performed	Percent of Total Contract	Subcontractors Name, Address, and License Number
1. FENCE	4.70%	HARRIS FENCE #1 DYNAMIC RD TOWNSHIP NV 84044 NV #47294
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

(Signature)

(Date)

This form must be submitted even if there are no subcontractors required to be listed. For example, there may be no subcontractors whose work exceeds \$50,000. In such case, write "NONE" in the space where subcontractors are to be listed and sign the form. You may submit this form with your bid to eliminate the need to submit within two (2) hours after bid opening.

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0213746

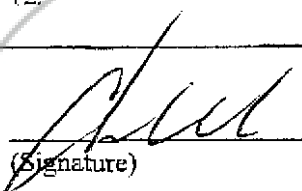
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### LIST OF SUBCONTRACTORS

In accordance with Chapter 338 of NRS, "Within two (2) hours after completion of the opening of bids, the General Contractors who submitted the three (3) lowest bids must submit a list of the names of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the prime Contractor's total bid or \$50,000 whichever is greater, and the number of the license issued to the subcontractor pursuant to NRS Chapter 624. If the General Contractor fails to submit such a list within the required time his/her bid shall be deemed not responsive."

Work to be Performed	Percent of Total Contract	Subcontractors Name, Address, and License Number
1. <b>NONE</b>		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		


  
(Signature)

8-4-09
  
(Date)

This form must be submitted even if there are no subcontractors required to be listed. For example, there may be no subcontractors whose work exceeds \$50,000. In such case, write "NONE" in the space where subcontractors are to be listed and sign the form. You may submit this form with your bid to eliminate the need to submit within two (2) hours after bid opening.

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## AFFIDAVIT OF NON-COLLUSION

STATE OF NEVADA

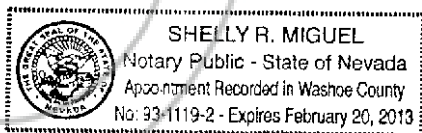
:SS

COUNTY OF WASHOE

I, CHUCK COOK (Name of Party signing this affidavit and the Bid Form),  
SECRETARY (title), under penalty of perjury, being duly sworn, depose and say: That  
REACTIVE CONSTRUCTION, INC (name of person, firm association, or corporation) has not, either directly or  
indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint  
of free competitive bidding in connection with this Contract.

  
SignatureSECRETARY  
Title

SUBSCRIBED AND SWORN to before me

this 4th day of AUGUST, 2009.  
NOTARY PUBLIC

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**CONTRACTOR'S WAIVER**

Contract \_\_\_\_\_

As a condition of award of the said Contract, the undersigned Bidder acknowledges that he is aware of the provisions of Nevada Revised Statutes 338.147, which provides for investment of Contract retainage, and the payment of interest thereon to the Contractor after completion of the project.

The undersigned Bidder further agrees to waive and does hereby waive all his right to investment of and payment of interest on retainage, as provided by said statute, upon the understanding that the regulations of the lending agency prohibit such investment and that without this waiver, loan and/or grant funds for this project will not be available.

IN WITNESS WHEREOF, Bidder has executed these presents this

4<sup>th</sup> day of AUGUST, 2009.

PRAXIA CONSTRUCTION, INC  
Bidder

By [Signature]

Title SECRETARY

NOTE: This instrument should be executed by the officer who executes the contract and in the same manner.

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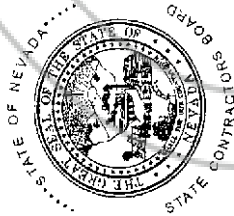


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# NEVADA STATE CONTRACTORS BOARD

9570 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-00-09-29-0169

PEAVINE CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 22554 ORIGINAL ISSUE DATE: 01/03/1985 BUSINESS TYPE: CORPORATION CLASSIFICATION: A- GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON FEBRUARY 1, 2009 AND EXPIRES ON JANUARY 31, 2010, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias 1-6-2009  
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE  
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.



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**EUREKA COUNTY****DEVIL'S GATE DISTRICTS 1 & 2  
WATER TRANSMISSION MAIN INTER-TIE PROJECT  
BID ITEM CLARIFICATION****Item No. 1 Mobilization/Demobilization, Insurance, Bonds, Permits, Testing, Clean-up:**

This item shall include all labor, equipment, materials, services, vehicles, fuel, tools, temporary buildings or structures, insurance, bonds, testing, permits, fees and clean up. Payment may be prorated based upon the percentage of work completed and shall be based on the lump sum price provided in the bid.

**Item No. 2 Furnish and Install 12-Inch DR-18 C900 PVC Water Main:**

This item shall include all labor, equipment, materials, and services for installation of 12-inch, DR 18, C900, PVC pipe per AWWA Standards including all fittings, joint restraint, thrust blocks, anchorage, tracer wire, warning tape, disinfection, pressure testing, trenching, excavation and backfill and all other appurtenances required for an operational water main. Payment shall be based on the unit price per lineal foot of pipe provided in the bid. This item shall be measured in the field. The estimated footage of pipe is 11,500 lineal feet.

**Item No. 3 Furnish and Install 12-Inch Gate Valves:**

The 12-inch gate valves shall include all labor, equipment, materials, and services to install 12-inch MJ and 12-inch FLANGE by MJ gate valves at the locations indicated on the Plans including Megalug restraint, concrete slabs and thrust blocks, anchorage, protective coatings, trenching, bedding, backfill, valve boxes and lids, debris caps, concrete collar, disinfection, pressure testing and all other appurtenances required for an operational gate valve. Payment shall be the unit price for each valve provided in the bid. The estimated number of valves is 24.

**Item No. 4 Furnish and Install District 2 Booster Pump Station Building Addition:**

The building addition to the District 2 Booster Pumping Station shall include a 9'x 7'x 5-inch thick, reinforced concrete slab -on-grade floor and 8'x 6' pre-fabricated metal shed-type building components including wall and roof members, fasteners, sheeting, roofing, anchorage to the slab floor and roof strengthening kit in accordance with the Plans and Specifications. It also includes all excavation and backfill, doors, a unit heater and wall entrance to the existing building as necessary to connect the additional piping. Payment shall be the unit price for the addition provided in the bid. The number of building additions is one.

**Item No. 5 Furnish and Install District 2, 119-Gallon Bladder Tanks:**

The three 119-gallon bladder tanks shall be installed in the new building and connected to the existing pressure tanks currently residing in the existing booster pumping station. The tanks shall be plumbed to the existing system including all pipe modifications to the existing plumbing, coring the existing building slab floor to facilitate the piping connection, valves, fittings, seismic straps and connections as necessary to add bladder tanks to the pressurized system. Payment shall be based upon the lump sum price provided in the bid.



**Item No. 6 Furnish and Install 2-Inch One-Way Altitude Valve at District 2:**

The altitude valve shall include piping, isolation valves, one-way flanged altitude valve and orifice plate, fittings, pressure gauges, water service connections with service saddles and corp stops, pre-cast concrete vault with vault ladder, sump and spring-assisted lid. The altitude valve ¾-inch PVC sensing line shall be connected to the District 2 Booster Pump suction line with a ¾-inch service connection and corp stop. The orifice plate sensing line shall be connected to the altitude valve. The valve vault assembly shall also include a 2-inch single meter pit assembly. Payment shall be based upon the lump sum price provided in the bid.

**Item No. 7 Furnish and Install Fire Hydrants:**

The fire hydrant assembly will include a standard 12"x 6" tee and 6-inch valve off the main with 6-inch C900 PVC piping, elbow, barrel and hydrant. The hydrant shall include a Storz fitting. The hydrant shall be above-ground and freezeless. The hydrants shall be installed at the locations indicated on the Plans in accordance with the Standard Detail. The assembly shall include valve box and lid, bollards, bedding, backfill, disinfection, pressure testing, tracer wire, warning tape, and all other appurtenances required for an operational fire hydrant assembly. Payment shall be based on the unit price provided in the bid. The estimated number of hydrant assemblies is 8.

**Item No. 8 Furnish and Install 1-Inch Air Valve Assemblies:**

The air release valve assembly shall include all labor, equipment, materials, and services to furnish and install valves at the locations indicated on the Plans in accordance with the Standard Detail. The assembly shall include 1-inch poly pipe service and service connection at the main, vault, riser with J-vent, riser protector, drain rock, vault lid, bollards, bedding, backfill, disinfection, pressure testing, tracer wire, warning tape, and all other appurtenances required for an operational air valve assembly. Payment shall be based on the unit price provided in the bid. The estimated number of air valve assemblies is 3.

**Item No. 9 Furnish and Install Water Service Connection at Frontier Street (Sta 10+00):**

The water system connection on Frontier Street shall include all labor, equipment, materials, and services to install a 12-inch by 6-inch FLANGED cross and valve connection to the existing 6-inch PVC water main. This item includes 12-inch flanged by MJ gate valves, FCA'S, and a 20-foot, 12-inch stub and cap for future connections in accordance with the Plans and Specifications. It includes all potholing, excavation, exposing the existing pipe, bedding, backfill, disinfection, pressure testing, thrust blocks and anchorage. It includes coordination with Eureka County for customer notification and any potential temporary service that may be required. Eureka County will operate existing system valves for existing water main isolation. Payment shall be based upon the lump sum price provided in the bid.

**Item No. 10 Furnish and Install 6-Inch Water Service Connection (Sta 124+58):**

The water system connection at Station 124+58 includes the installation of a 12-inch by 6-inch flanged tee, 6-inch FLANGE by MJ gate valve, 6-inch MJ 90-degree elbow, 12-inch FLANGE by MJ gate valve, 6-inch piping, fittings, excavation, bedding, backfill, disinfection, pressure testing, thrust blocks and anchorage. It also includes cutting in an 8-inch by 6-inch FLANGED tee and 6-inch, FLANGED by MJ valve connection to the existing booster pump discharge line at District 2 and two, 6-inch MJ 45-degree elbows to avoid a conflict with the existing 8-inch tank inlet line. Payment shall be based upon the lump sum price provided in the bid.



**Item No. 11 Furnish and Install Water Service Connection and Yard Hydrant (Sta 52+50):**

Installation of the water service shall include all labor, equipment, materials, and services to furnish and install a service saddle and corporation stop on the new main and polyethylene or Schedule 80 PVC at the location as shown on the Plans. This item also includes a 1-inch domestic meter assembly and sanitary, freezeless yard hydrant with anchor post and below-grade tank for backflow prevention. This item also includes trenching, excavation, bedding, backfill, and all other appurtenances required to provide a complete and operable water service. Payment shall be based upon the lump sum price provided in the bid.

**Item No. 12 Stockpile Relocation (Sta 52+50):**

Stockpile relocation shall include all labor, equipment and services to remove and relocate existing pivot piping and appurtenances to a location approved by the private landowner and out of the easement. Payment shall be based upon the lump sum price provided in the bid.

**Item No. 13 Furnish and Install Stock Fencing:**

Stock fencing shall include all labor, equipment, materials, and services to install 7-foot long, 6-inch diameter treated pccler posts and 7-foot, heavy gauge T-posts at 12-foot centers, wire netting and barbed wire, braces every 1,000 feet and including excavation, all fasteners, concrete post hole mix and all other appurtenances required for installation of an adequate stock fence. Payment shall be based on the unit price provided in the bid. This item shall be measured in the field. The estimated lineal footage is 5,400 lineal feet.

**Item No. 14 Remove Existing Stock Fencing:**

Removal of stock fencing shall include all labor, equipment, and services to remove existing fencing, posts and appurtenances. All fencing materials shall be returned to the owner. Payment shall be based on the unit price provided in the bid. This item shall be measured in the field. The estimated lineal footage is 8,300 lineal feet.

**Item No. 15 Furnish and Install 12-Foot Panel Gates:**

Stock panel gates shall include all labor, equipment, materials, and services to install 12-foot long gate panels at the locations indicated on the Plans. The gates shall include railroad tie braces, wire crosses, excavation, concrete post hole mix, connection of the new or existing fencing to the braces, chain and locks and all other appurtenances required for installation of an operational gate. Payment shall be based on the unit price provided in the bid. The number of gates is 4.

**Item No. 16 Furnish and Install Type 2 Aggregate Base:**

Type 2 aggregate base shall include all labor, equipment, materials, and services to install Type 2 aggregate base where the water main excavation is constructed in accordance with the Standard Specifications for Public Works Construction (Orange Book) latest edition. The minimum thickness of aggregate base shall be 12 inches pursuant with the Standard Detail. Adjustment of valve boxes and lids to grade shall be considered incidental to the work performed and there shall be no additional payment for this work. Payment shall be based on the unit price provided in the bid. This item shall be measured in the field. The estimated square footage of aggregate road base is 4,700 square feet.

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**Item No. 17 Furnish and Install Hot Mix Permanent AC Pavement Patch:**

Permanent AC pavement patch shall include all labor, equipment, materials, and services to install Type 2 AC-20 (hot-mix) pavement patch including AC sawcut, removal and disposal of materials where the water main excavation is constructed in accordance with the Standard Specifications for Public Works Construction (Orange Book) latest edition. The minimum thickness of the AC pavement patch shall be 3 inches. Payment shall be based on the unit price provided in the bid. This item shall be measured in the field. The estimated square footage of AC pavement patch is 310 square feet.

**Item No. 18 Reseeding (Sta 25+61 to Sta 105+69):**

Reseeding shall include all labor, equipment, materials, and services to install a crested wheatgrass seed mixture at an application rate of 1 pound per acre within the disturbed areas including seed bed preparation, drilling, watering and compaction. Payment shall be based upon the lump sum price provided in the bid.

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**NOTICE TO PROCEED**

TO: PEAVINE CONSTRUCTION  
P.O. Box 2244  
Sparks, Nevada 89432

DATE: September 3, 2009  
PROJECT: DEVIL'S GATE 1 & 2  
WATER MAIN

**DEVIL'S GATE DISTRICTS 1 & 2  
WATER TRANSMISSION MAIN INTER-TIE PROJECT**

You are hereby notified to commence work in accordance with the Contract dated August 31, 2009, on or before September 14, 2009, and you are to complete the work within the following schedule:

**150 CALENDAR DAYS**

The date of completion of all work under Contract is therefore February 10, 2010.

By:

R. J. J. / 2  
Owner

Director.  
Title

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by PEAVINE CONSTRUCTION

this the 3<sup>rd</sup> day of September 2009.

By: M. E. B. to

Title: Chief Estimator