

**Contract**  
**Contract No. 1011-170**  
**Sparks Feeder Main – Phase IV - B**  
**PWP #WA-2011-71**

THIS CONTRACT FOR CONSTRUCTION, made and entered into this 10<sup>th</sup> day of January, 2011, by and between **Campbell Construction Co., Inc., 36 Glen Carran, Sparks, NV 89431** hereinafter referred to as "Contractor", and Truckee Meadows Water Authority, P.O. Box 30013, Reno Nevada 89520-3013 hereinafter referred to as "Owner".

**WITNESSETH:**

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Owner and the Contractor agree as follows:

1. **Scope of Work.** The Contractor will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the construction of the **Sparks Feeder Main – Phase IV-B** in accordance with the Contract Provisions, Plans, and Specifications therefore, adopted by the Owner as prepared by Owner and all work incidental or reasonably inferable which is necessary to produce the results intended by the Contract Documents (the "Work"). The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Owner, or any of their respective officers, agents, servants, or employees.
2. **Contract Sum.** Owner shall pay the Contractor, as full and complete compensation for Contractor's timely performance of all the Work in accordance with the Contract Documents and to the satisfaction of Owner, the lump sum amount of **One Million, Two Hundred and Sixty Thousand, One Hundred and Forty Two Dollars and Fifty Cents. (\$1,260,142.50)**. The amount set forth above includes the aggregate amount of all allowances and unit price items to be furnished or installed.
3. **Progress Payments.** The Owner will pay the Contractor progress payments and the final payment in accordance with the provisions set forth in the Specifications computed from the actual quantities of work performed and accepted, and the materials furnished, at the unit and lump sum prices shown in the Proposal, as bid in conformance with the Contract Documents defined hereinafter. Owner will retain from such estimated value of the work done the amounts specified in the General Conditions. Owner shall pay to Contractor, at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. Except with respect to any payment withheld pursuant to NRS 338.525, the amount of payments withheld as provided herein shall be retained for a period of 30 days from the date of project Completion and acceptance. Contractor shall pay the subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.
4. **Time of Completion.** Contractor shall promptly commence and diligently prosecute the Work to be performed under this Agreement and achieve 100 percent completion by **May 4th, 2011** to the entire satisfaction of the Owner before final payment is made. All times stated in the Contract Documents, including interim milestones and those for the delivery and installation of materials and equipment, are of the essence of this Agreement
5. **Liquidated Damages.** Owner and Contractor recognize Owner will suffer extensive damages if the Work is not completed within the time specified above, the exact amount of which is difficult to ascertain. Accordingly, if Contractor fails to achieve 100 percent completion of the Work within the time specified above, Owner shall be entitled to retain or recover from Contractor, as liquidated damages for delay (but not as a penalty) the sum of **\$2,500** per day commencing on the expiration of the time specified above and continuing until the actual date of 100 percent completion. Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement

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6. **Prevailing Wage.** Contractor will pay, and will require all subcontractors to pay, unless otherwise exempt there from, all employees on said work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, as contained in or referenced by the Contract Provisions for this work. Contractor shall forfeit to the Owner, as a penalty, not less than \$20 nor more than \$50 for each calendar day and portion thereof that each workman employed on the public work: (a) is paid less than the designated rate for work done under the contract by the Contractor or any subcontractor under him (b) is not reported to the public body awarding as required pursuant to NRS 338.070. 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 (8) hours of labor in a day from any person employed by him hereunder. Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by Owner, its officers and agents and at all reasonable hours.

7. **Acceptance and Final Payment.** As soon as practical following the completion of all phases of the Work, the Contractor shall make request by letter to Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Contract Documents and Agreement have been satisfied, Owner will cause a Notice of Completion to be completed by the Project Manager and sent to the Labor Commissioner. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Owner to Contractor when the Contract has been fully performed by Contractor except for Contractor's responsibility to satisfy requirements, if any, which necessarily survive final payment; and the Notice of Completion has been sent to the Labor Commissioner. Final payment shall be made by Owner not more than 30 calendar days following the Notice of Completion, as specified in the General Conditions. Final payment is further subject to Owner's prior receipt from Contractor of all as-built drawings, certifications, prevailing wages, maintenance manuals, operating instructions, written guarantees, warranties, and bonds relating to the Work, and assignments of all guarantees and warranties from subcontractors, vendors, suppliers, or manufacturers, all as required by the Contract Documents. Acceptance of final payment by the Contractor shall constitute a full waiver and release by the Contractor of all claims against Owner arising out of or relating to this Agreement.

8. **Insurance.** The Contractor shall purchase and maintain prior to performing any Work on the Project, at its sole expense, from a company or companies authorized to do business in the State of Nevada, insurance policies containing the types of coverages and minimum limits of liability described in the General Conditions protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, including without limitation subcontractors, independent contractors, and agents. Contractor shall procure and maintain at a minimum the insurance as required in the General Conditions, and shall require all subcontractors to procure and maintain at a minimum the insurance as required in the General Conditions, including but not limited to industrial insurance as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Contractor or his subcontractor(s) failure to pay premiums will automatically authorize Owner to, at its option, terminate this Agreement or withhold amounts from funds due the Contractor and make insurance premium payments on behalf of the Contractor and/or his subcontractors.

9. **Performance and Payment Bonds.** The Contractor shall, prior to the execution of the Contract, furnish two bonds on the forms bound herein approved by the Owner, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contractor shall not begin work until such bonds are supplied to and approved by the Owner.

10. **Contract Documents.** Contract Documents include, but are not limited to the Invitation to Bid Book including the: Invitation to Bid, Instructions to Bidders, Bid Bond, Bid Bid Schedule, Contract Award Instructions, Contract Performance Bond, Payment Bond, General Conditions, Permits, Supplementary Conditions, Standard Specifications,

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Technical Specifications, Plans, details, Addenda, if any, Executed Change Orders, if any, Notice of Award, Notice to Proceed Plans, and any other document that is incorporated into the contract is hereinafter referred to as EXHIBIT "A" and located at the Owner's office for public inspection.

**11. Nondiscrimination.** In accordance with NRS 338.125, 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 or age. Such agreements shall include, but not be limited to, the following: 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 apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

**12. Veteran's Preference.** Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

**13. Warranty.** In addition to any other warranties provided by law or in the General conditions, Contractor warrants the Work under this Contract to be free from all defects for a period of one year from the date of final acceptance by Owner. Any defects found during this period shall be repaired by the Contractor at no cost to Owner in accordance with the requirements of the Contract Documents.

**14. Indemnification/Hold Harmless.** Owner has established specific indemnification and insurance requirements for agreements with Contractors which are fully set forth in the General Conditions, which Contractor has examined, understands and agrees to perform. Indemnification and hold harmless clauses are intended to assure that Contractors accept responsibility to pay for the loss liability and any and all costs and expenses arising out of their activities and Work.

**15. Termination.** In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

**16. Governing Law.** This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Nevada, with venue in the County of Washoe. Each party acknowledges and agrees that the laws of the State of Nevada and the selection of venue were freely chosen.

**17. Compliance with Laws.** Pursuant to NRS 338.153, Contractor shall comply, and shall insure each subcontractor and other person who provides labor, equipment, materials, supplies or services for the Project complies, 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 Project.

**18. Confidentiality.** Contractor acknowledges and agrees the Drawings and Technical Specifications reveal critical infrastructure of facilities used for storing, transporting or transmitting water as contemplated by Nevada's Homeland Security Act, and that the disclosure or release of the Drawings and Technical Specifications to any unauthorized person would create a substantial likelihood of compromising, jeopardizing or otherwise threatening the public health, safety or welfare. Contractor shall not, and shall ensure its Subcontractors, employees and agents shall not, knowingly disclose such documents or information or assist, solicit or conspire with another person to disclose such documents or information Contract Documents without the express prior written consent of Owner.



## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that I/we **Campbell Construction Co., Inc., 36 Glen Carran, Sparks, NV 89431** as Principal, hereinafter called Contractor, and **Travelers Casualty and Surety Company of America**

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a corporation duly organized or authorized to do business under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Truckee Meadows Water Authority, a joint powers authority created pursuant to NRS Chapter 277, for the Sum of **One Million, Two Hundred and Sixty Thousand, One Hundred and Forty Two Dollars and Fifty Cents. (\$1,260,142.50)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bond shall be governed by the laws of the State of Nevada.

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**WHEREAS**, Contractor has by written agreement dated January 10<sup>th</sup>, 2011 entered into a contract with Truckee Meadows Water Authority for **BID #1011-170** and titled "**Sparks Feeder Main – Phase IV-B**" in accordance with drawings and specifications prepared by Truckee Meadows Water Authority and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by Truckee Meadows Water Authority and its obligation is not affected by any such alteration or extension provided the same is within the scope of the contract. Whenever Contractor shall be, and is declared by Truckee Meadows Water Authority to be in default under the Contract, Truckee Meadows Water Authority having performed Truckee Meadows Water Authority's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Truckee Meadows Water Authority and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Truckee Meadows Water Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Truckee Meadows Water Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by Truckee Meadows Water Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than Truckee Meadows Water Authority or successors of Truckee Meadows Water Authority.

# PERFORMANCE BOND

Continued for BID #1011-170 and titled "Sparks Feeder Main -- Phase IV-B"

BY: \_\_\_\_\_

(signature of Principle)

TITLE: Vice President

L.S.

FIRM: Campbell Construction Co., Inc.

Address: 36 Glen Carran

City, State, Zip: Sparks, NV 89431

Phone: 775-677-9111

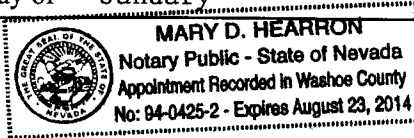
Printed Principal's Name: Todd Shaw

Attest by: \_\_\_\_\_

(signature of Notary)

Subscribed and Sworn before me this 3rd day of January, 2011.

Notary public for the State of



CLAIMS UNDER THIS BOND  
MAY BE ADDRESSED TO:

### Nevada Agent Information

Name of Surety Travelers Casualty and Surety Company of America	Name of Nevada Licensed Agent L/P Insurance Services
Address 11070 White Rock Rd	Address 6275 Neil Rd.
City Rancho Cordova	City Reno
State/Zip Code CA 95670	State/Zip Code NV 89511
Name Lori Jones	Agent's Name Lori Jones
Title Attorney-In-Fact	Agent's Title Agent
Telephone 775-996-6037	Agent's Telephone 775-996-6037

Surety's Acknowledgment:

By: \_\_\_\_\_

*Lori Jones*

Nevada Agent's Acknowledgment:

By: \_\_\_\_\_

*Lori Jones*

### NOTICE:

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

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that I/we **Campbell Construction Co., Inc., 36 Glen Carran, Sparks, NV 89431** as Principal, hereinafter called Contractor, and

**Travelers CAsualty and Surety Company of America**

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a corporation duly organized or authorized to do business under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Truckee Meadows Water Authority, a joint powers authority created pursuant to NRS Chapter 277, for the sum of **One Million, Two Hundred and Sixty Thousand, One Hundred and Forty Two Dollars and Fifty Cents. (\$1,260,142.50)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bond shall be governed by the laws of the State of Nevada.

---

**WHEREAS**, Contractor has by written agreement dated January 10<sup>th</sup>, 2011 entered into a contract with Truckee Meadows Water Authority for **BID #1011-170** and titled "**Sparks Feeder Main – Phase IV-B**" in accordance with drawings and specifications prepared by Truckee Meadows Water Authority and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with Truckee Meadows Water Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. Truckee Meadows Water Authority shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, Truckee Meadows Water Authority, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
  - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
  - c) Other than in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

# LABOR AND MATERIAL PAYMENT BOND

Continued for BID # 1011-170 and titled "Sparks Feeder Main – Phase IV-B"

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

BY: *[Signature]* (signature of Principle)

TITLE: Vice President L.S.

FIRM: Campbell Construction Co., Inc.

Address: 36 Glen Carran

City, State, Zip: Sparks, NV 89431

Phone: 775-677-9111

Printed Principal's Name: Todd Shaw

Attest by: *[Signature]* (signature of Notary)

Subscribed and Sworn before me this 3rd day of January, 2011.

Notary public for the State of Nevada



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

**Nevada Agent Information**

Name of Surety Travelers Casualty and Surety Company of America	Name of Nevada Licensed Agent L/P Insurance Services
Address 11070 White Rock Rd.	Address 6275 Neil Rd.
City Rancho Cordova	City Reno
State/Zip Code CA 95670	State/Zip Code NV 89511
Name Lori Jones	Agent's Name Lori Jones
Title Attorney-In-Fact	Agent's Title Agent
Telephone 775-996-6037	Agent's Telephone 775-996-6037

**Surety's Acknowledgment:**

By: *[Signature]*

**Nevada Licensed Agent's Acknowledgment:**

By: *[Signature]*

**NOTICE:**

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222777

Certificate No. 003868663

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Teri L. Wood, Michael Talbott, Nicholas D. E. Rossi, and Lori Jones

of the City of Reno, State of Nevada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of August, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 31st day of August, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION:

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

- |  |
|--|
| <u>SUBCONTRACTED WORK</u>                    |
| <u>GRADING OF LAND</u>                       |
| <u>DRIVEWAY/PARKING... PAVING/REPAVING</u>   |
| <u>GAS MAINS/CONNECTION CONSTRUCTION</u>     |
| <u>SEWER MAINS/CONNECTI ONS CONSTRUCTION</u> |
| <u>WATER MAINS/CONNECTI ONS CONSTR</u>       |
| <u>EXCAVATION</u>                            |
| <u>CONTRACTORS PERMA- YARD-MAINT/STORAGE</u> |

WHO IS AN INSURED:(Section II)

This section is amended to include as an insured the person or organization shown on the Certificate of Insurance, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments).

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization shown in the Certificate of Insurance because of payments we make for injury.

EXCLUSION:

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

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

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

Endorsement  
EFFECTIVE DATE: 10/19/2010

Endorsement

EXPIRATION DATE: 10/19/2011

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Campbell Construction Co., Inc.  
as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America

a corporation duly organized or authorized to do business under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Truckee Meadows Water Authority, a joint powers authority created pursuant to NRS Chapter 277, for the sum of

\$ **\*\*5%\*\*** Dollars

(state sum in words) Five percent of attached bid

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bond shall be governed by the laws of the State of Nevada.

WHEREAS, the Principal has submitted a bid, identified as **BID #1011-170** and titled "**Sparks Feeder Main - Phase IV-B**".  
NOW, THEREFORE if Truckee Meadows Water Authority shall accept the bid of the Principal and the Principal shall enter into a contract with Truckee Meadows Water Authority in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract 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 Truckee Meadows Water Authority the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which Truckee Meadows Water Authority 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 2nd day of December, 2010

(Signature of Principal)

Name:

Title: Vice President

Firm: Campbell Construction Co., Inc.

Address: 36 Glen Carran

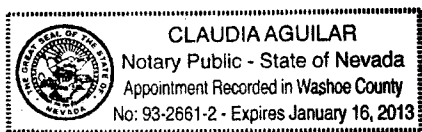
City/State/Zip Code: Sparks, NV 89431

Written Name of Principal: Todd Shaw

ATTEST NAME:

Claudia Aguilar

(Seal)



(Signature of Notary)

Subscribed and sworn before me this 2nd day of

(printed name of notary)

Claudia Aguilar

December, 2010

Notary Public for the State of

Claims Under This Bond May Be Addressed To:	Nevada Licensed Agent Information
Name of Surety <u>Travelers Casualty and Surety Co of America</u>	Name of Nevada Agent <u>L/P Insurance Services</u>
Address <u>11070 White Rock Rd</u>	Address <u>6275 Neil Rd.</u>
City <u>Rancho Cordova</u>	City <u>Reno</u>
State/Zip Code <u>CA 95670</u>	State/Zip Code <u>NV 89511</u>
Name <u>Lori Jones</u>	Agent's Name <u>Lori Jones</u>
Title <u>Attorney-In-Fact</u>	Agent's Title <u>Agent</u>
Phone <u>775-996-6037</u>	Agent's Telephone <u>775-996-6037</u>
Surety's Acknowledgment <u>Lori Jones</u>	

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

# BID SCHEDULE

June 21, 2010

**NOTICE:** No substitution or revision to this Bid Schedule form will be accepted. Truckee Meadows Water Authority 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. If different, the successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

**BID #** 1011-170


**BID TITLE:** Sparks Feeder Main – Phase IV-B

**PRICES** must be valid for 30 calendar days after the bid opening.

**A COPY OF THE "CERTIFICATE"** of eligibility to receive a preference in bidding on public works issued to him/her by the State Contractors' Board must be submitted with his/her bid to the Contracts Division in accordance with N.R.S. 338.147 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 CONTRACT DOCUMENTS**.

**BIDDER** acknowledges receipt of   3   Addendums.

  
 \_\_\_\_\_  
 (signature)

**SUMMARY**

This Project is bid on a lump sum basis and includes all necessary appurtenances for a complete in-place, functional facility as described in the Contract Documents. Prices include all labor, equipment, materials, supervision, profit, overheads, and incidental costs. Bidder will complete the Work for the following prices:

Description	Scheduled Value	Unit	Unit Price	Total Price
1. Mobilization, Bonds, and Insurance (See Note 2)	1	LS	Lump Sum	23,000 <sup>00</sup>
2. Demobilization and Cleanup	1	LS	Lump Sum	2,000 <sup>00</sup>
3. Jack and Bore Installation of 48-in (5/8-in thick) Steel Casing. (complete in-place including: launch and receiving pit excavations, shoring anode installation & placement and all miscellaneous materials).	340	LF	1,072 <sup>00</sup>	364,480 <sup>00</sup>
4. Installation of 36-in Restrained CI 150 Polywrapped Ductile Iron Pipe in 48-in Casing (complete in-place including: spacers, end seals and all miscellaneous materials).	360	LF	240 <sup>00</sup>	86,400 <sup>00</sup>
5. Installation of 36-in Restrained CI 150 Polywrapped Ductile Iron Pipe (complete in-place including: sawcutting, excavation, backfill, fittings test stations, temporary & permanent asphalt patches and all miscellaneous materials).	905	LF	360 <sup>00</sup>	325,800 <sup>00</sup>
6. Installation of 36-in Unrestrained CI 150 Polywrapped Ductile Iron Pipe (complete in-place including: sawcutting, excavation, bedding, backfill, fittings test stations, temporary & permanent asphalt patches and all miscellaneous materials).	575	LF	210 <sup>00</sup>	120,750 <sup>00</sup>
7. Thirty-Six (36)-in AWWA C519 MJ Resilient Seat Gate Valve with bevel geared side mount operator and MJ Restraint Adapters.	1	EA	48,000 <sup>00</sup>	48,000 <sup>00</sup>

## BID SCHEDULE

Description	Scheduled Value	Unit	Unit Price Lump Sum	Total Price
8. Install Combination Air/Vac Assembly, complete in-place.	1	LS		10,000 <sup>00</sup>
9. Install Flush Assembly at Sta "19 St" 71+77.8, complete in place.	1	EA	6,700 <sup>00</sup>	6,700 <sup>00</sup>
10. Install Double Flush Assembly, complete in-place.	2	EA	7,600 <sup>00</sup>	15,200 <sup>00</sup>
11. Install Inspection Manhole, complete in-place.	1	EA	23,000 <sup>00</sup>	23,000 <sup>00</sup>
12. Permanent Asphalt Patch at Intersection of 21 <sup>st</sup> St and Pacific.	450	SQ FT	3 <sup>25</sup>	1,462 <sup>50</sup>
13. Permanent Asphalt Patch at Intersection of 19 <sup>th</sup> St and Prater Way.	2,500	SQ FT	3 <sup>60</sup>	9,000 <sup>00</sup>
14. Removal & Replacement of 18-in PCC Valley Gutter at Intersection of 21 <sup>st</sup> St and Pacific Ave .	25	LF	42 <sup>00</sup>	1,050 <sup>00</sup>
15. Construction of Type I (City of Sparks) PCC Curb and Gutter complete in-place and including removal & disposal of damaged curb & gutter.	550	LF	32 <sup>00</sup>	17,600 <sup>00</sup>
16. Installation of Connection Detail 1 as shown on Sheet D2 of the Drawings, including excavation, installation of tapping sleeve and valve, hot tapping, concrete pad, bedding, backfill and temp asphalt patching.	2	EA	75,000 <sup>00</sup>	150,000 <sup>00</sup>
17. Installation of Connection Detail 2 as shown on Sheet P1 of the Drawings, including: excavation, bedding, backfill and temp asphalt patching.	1	EA	23,000 <sup>00</sup>	23,000 <sup>00</sup>
18. Materials Provided by TMWA: 36-in US Pipe HP-LOK restrained joint pipe – full length (including gaskets and restraint rings). To be transported to the site by the Contractor from the TMWA Yard and installed complete in place, price per stick.	4	EA	2,600 <sup>00</sup>	10,400 <sup>00</sup>
19. Materials Provided by TMWA: 36-in US Pipe HP-LOK restrained joint pipe – this stick of pipe is missing the restraint weld bead at the spigot end - full length (including gaskets and restraint rings). To be transported to the site by the Contractor from the TMWA Yard and installed complete in place, price per stick. Item will require MJ restraint adapter if used within restrained sections.	1	EA	2,700 <sup>00</sup>	2,700 <sup>00</sup>
20. Materials Provided by TMWA: 36-in US Pipe TR-FLEX restrained joint pipe – full length (including gaskets and restraint wedges). To be transported to the site by the Contractor from the TMWA Yard and installed complete in place, price per stick.	6	EA	2,500 <sup>00</sup>	15,000 <sup>00</sup>
21. Materials Provided by TMWA: 36-in US Pipe PUSH-ON joint pipe – full length (including gaskets). To be transported to the site by the Contractor from the TMWA Yard and installed complete in place, price per stick.	2	EA	2,300 <sup>00</sup>	4,600 <sup>00</sup>
<b>TOTAL BID PRICE</b>			# 1,260,142 <sup>50</sup>	

Total Bid Price Written in Words:

One million two hundred sixty thousand one hundred forty two & 50/100

# BID SCHEDULE

## Notes to Bid Schedule:

1. Item pricing on this schedule is for use in preparing the schedule of values that will be used as a basis for partial payment during construction and for internal TMWA use. Item descriptions are not intended to be all inclusive. Bidders shall include costs for work not specifically mentioned in the most appropriate item.
2. Refer to Article 7 of the General Conditions for a list of items that may be included in the mobilization bid item.
3. TMWA reserves the right to perform extra work using time and expense or negotiated lump sum procedures.
4. The Contract Sum will be adjusted (increased or decreased) for actual quantities per unit price items. Lump sum items will not be adjusted.
5. Compliance with all permit and environmental requirements is incidental to the Work. No separate bid item, or additional payment provisions, shall be made for operational constraints or conditions placed on the Work by permitting agency requirements.

# BID SCHEDULE

## BIDDER INFORMATION:

Company Name:	Campbell Construction Co., Inc.
Address:	36 Glen Carran Circle
City:	Sparks
State / Zip Code:	NV 89431
Telephone Number including area code:	775-677-9111
Fax Number including area code:	775-677-9191
E-mail:	todd@campbellcci.com

## LICENSING INFORMATION:

Nevada State Contractor's License Number:	47204
License Classification(s):	A - General Engineering
Limitation(s) of License:	Unlimited
Date Issued:	7/24/98
Date of Expiration:	7/31/11
Name of Licensee:	Campbell Construction Co., Inc.
City, State, Zip Code of Licensee:	Sparks NV 89431
Telephone Number of Licensee:	775-677-9111

Business License Number:	Sparks #61867
Date Issued:	11/1/10
Date of Expiration:	11/2/11
Name of Licensee:	Campbell Construction Co., Inc.
City, State, Zip Code of Licensee:	Sparks NV 89431
Telephone Number of Licensee:	775-677-9111

Taxpayer Identification Number:	88-0385575
---------------------------------	------------

# BID SCHEDULE

## DISCLOSURE OF PRINCIPALS:

### 1. 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:

### 2. Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	12/29/97
Name of Corporation:	Campbell Construction Co., Inc.
Address	36 Glen Carran Cir.
City, State, Zip Code:	Sparks NV 89431
Telephone Number:	775-677-9111
President's Name:	Archie Shaw
Vice-President's Name:	Todd Shaw
Other 1) Name:	
Title:	
Other 2) Name:	
Title	

# BID SCHEDULE

**MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name <u>Archie Shaw</u>	<u>12</u>
Title <u>President / General Manager</u>	
Name <u>Todd Shaw</u>	
Title <u>Vice President / General Manager</u>	<u>12</u>
Name <u>Ray Warner</u>	<u>2</u>
Title <u>Project Manager</u>	

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

**REFERENCES:**

1. **Instructions:**

1.1.1 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) a list what your qualifications are for this contract. Truckee Meadows Water Authority reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance. See the Supplemental Conditions for the TMWA Project Category required for this project.

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

Owner's Representative : <u>Kelly McGlynn</u>	Telephone # <u>775-834-8056</u>
Address (inc. City, State & Zip): <u>1355 Capital Bl., Reno NV 89520</u>	
Owner's Representative's E-mail: <u>kmcglynn@tmwa.net</u>	
Superintendent:	
Amount of Contract: <u>\$721,598</u>	Date Completed: <u>11/30/10</u>
Project Title: <u>Reno 2011 Unit 1 Main Replacement</u>	
TMWA Project Category: <u>Pipelines</u>	
Owner's Representative : <u>Jon Leroy</u>	Telephone # <u>530-583-3796</u>
Address (inc. City, State & Zip): <u>P.O. Box 139, Tahoe Vista, CA 96148</u>	
Owner's Representative's E-mail: <u>jleroy@tcpsd</u>	
Superintendent:	
Amount of Contract: <u>\$577,788</u>	Date Completed: <u>8/2010</u>
Project Title: <u>Lower Tahoe Tavern Heights Dist. Project</u>	
TMWA Project Category: <u>Pipelines</u>	

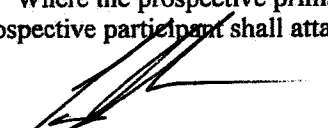
# BID SCHEDULE

Owner's Representative :	Kelly McGlynn	Telephone #	775-834-8056
Address (inc. City, State & Zip):	1355 Capital Bl., Reno NV 89520		
Owner's Representative's E-mail:	kmcglynn@tmwa.net		
Superintendent:			
Amount of Contract:	\$ 292,246	Date Completed:	3/2010
Project Title:	Reno 2010 Unit 2 Main Replacement		
TMWA Project Category:	Pipelines		
Project Name:			
Owner's Representative :			Telephone #
Address (inc. City, State & Zip):			
Owner's Representative's E-mail:			
Superintendent:			
Amount of Contract:			Date Completed:
Project Title:			
TMWA Project Category:			
Project Name:			
Owner's Representative :			Telephone #
Address (inc. City, State & Zip):			
Owner's Representative's E-mail:			
Superintendent:			
Amount of Contract:			Date Completed:
Project Title:			
TMWA Project Category:			

# BID SCHEDULE

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
  - b) Have not within a three-year period preceding this proposal 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 application/proposal 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 proposal.

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
Todd Shaw  
 \_\_\_\_\_  
 Printed Name

Vice Pres.  
 \_\_\_\_\_  
 Title  
12/15/10  
 \_\_\_\_\_  
 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>
2009	.77	4.80
2008	.77	5.63

<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 SCHEDULE

## SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT

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

Name of Subcontractor	Address	
Mike Coleman Const.	225 Eagle Dr., Dillon MT 59725	
Phone	Nevada Contractor License #	Limit of License
406-683-9447	72484	\$300,000
Description of work		
Jack & Bore		
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		

# Campbell Const.

## BID SCHEDULE

### FIRST TIER SUBCONTRACTORS EXCEEDING ONE PERCENT OF BID AMOUNT OR \$50,000 (TWO HOUR LIST)

**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. 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). 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 <b>Advanced Asphalt</b>		Address <b>P.O. Box 2602 Truckee CA 96160</b>	
Phone <b>530-582-0800</b>	Nevada Contractor License # <b>35835A</b>	Limit of License <b>5,000,000</b>	
Description of work <b>Paving</b>			
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			

# Campbell Construction

## BID SCHEDULE

### 24 HOUR SUBCONTRACTOR LIST

**INSTRUCTIONS:** Contractor shall list the names of all Subcontractors, regardless of tier, who will perform work on the Project and who are not otherwise listed on the 5% and 1% (2 Hour) schedule pages. This information must be submitted by the apparent best bidder within twenty four (24) hours after the completion of the opening of the bids. For purposes of this schedule, the term "Subcontractor" means a person who:

(a) Is licensed pursuant to the provisions of chapter 624 of NRS or performs such work that the person is not required to be licensed pursuant to chapter 624 of NRS; and

(b) Contracts with a contractor, another subcontractor or a supplier to provide labor, materials or services for a construction project."

The bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing any subcontractors not previously listed. (This form must be complete in all respects. If, additional space is needed, attach a separate page). 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 <b>Artistic Fence</b>	Address <b>480 Morrill Ave. Reno NV 89511</b>	
Phone <b>775-786-6002</b>	Nevada Contractor License # <b>7798A</b>	Limit of License <b>Unlimited</b>
Description of work <b>Fencing</b>		
Name of Subcontractor <b>Intermountain Slurry Seal</b>	Address <b>1250 Glendale Sparks NV 89431</b>	
Phone <b>775-358-1355</b>	Nevada Contractor License # <b>23657</b>	Limit of License <b>Unlimited</b>
Description of work <b>Striping</b>		
Name of Subcontractor <b>Valley Concrete</b>	Address <b>601 S. 15<sup>th</sup> St. Sparks NV 89431</b>	
Phone <b>775-329-0656</b>	Nevada Contractor License # <b>8697A</b>	Limit of License <b>Unlimited</b>
Description of work <b>Concrete</b>		
Name of Subcontractor <b>Tap Master</b>	Address <b>1647 Willow Pass Rd #136</b>	
Phone <b>925-434-7975</b>	Nevada Contractor License # <b>56402</b>	Limit of License <b>150,000</b>
Description of work <b>Hot Tap</b>		

# BID SCHEDULE

## 24 HOUR SUBCONTRACTOR LIST

**INSTRUCTIONS:** Contractor shall list the names of all Subcontractors, regardless of tier, who will perform work on the Project and who are not otherwise listed on the 5% and 1% (2 Hour) schedule pages. This information must be submitted by the apparent best bidder within twenty four (24) hours after the completion of the opening of the bids. For purposes of this schedule, the term "Subcontractor" means a person who:

(a) Is licensed pursuant to the provisions of chapter 624 of NRS or performs such work that the person is not required to be licensed pursuant to chapter 624 of NRS; and

(b) Contracts with a contractor, another subcontractor or a supplier to provide labor, materials or services for a construction project."

The bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing any subcontractors not previously listed. (This form must be complete in all respects. If, additional space is needed, attach a separate page). 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	
Sierra Traffic Svc	P.O. Box 14102 Reno NV 89511	
Phone	Nevada Contractor License #	Limit of License
775-752-3101	N/A	
Description of work		
Traffic Control		
Name of Subcontractor	Address	
CFA	1150 Corporate Bl., Reno NV 89502	
Phone	Nevada Contractor License #	Limit of License
775-856-1150	N/A	
Description of work		
Survey		
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		

ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
County of Washoe ) SS

Todd Shaw (Name of Principal)

being first duly sworn, deposes and says: That he/she is the Contractor, or authorized agent of the Contractor for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addendums 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 Truckee Meadows Water Authority (Owner) and to do and perform all work for the "Sparks Feeder Main - Phase IV-B", Contract Number 1011-170, together with incidental items necessary to complete the work to be constructed in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

TO THE GENERAL MANAGER OF TRUCKEE MEADOWS WATER AUTHORITY, NEVADA:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the annexed proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with Truckee Meadows Water Authority in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

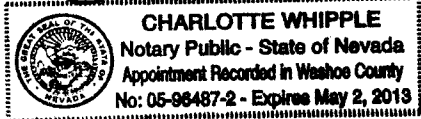
(Printed Name of Contractor/Bidder) Contractor/Bidder: Campbell Construction Co., Inc.  
BY: Todd Shaw  
Firm: Campbell Construction Co., Inc.  
Address: 36 Glen Carran Cir.  
City: Sparks  
State / Zip Code: NV 89431  
Telephone Number: 775-677-9111  
Fax Number: 775-677-9191  
E-mail Address: todd@campbellcci.com  
L.S. Signature:  
(Signature of Principal) DATED this 15<sup>th</sup> day of December 2010.

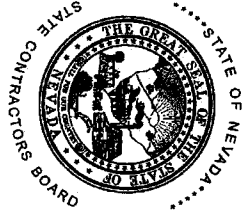
State of Nevada )  
County of Washoe ) SS.

On this 15<sup>th</sup> day of December, in the year 2010, before me, Charlotte Whipple  
/Notary Public, personally appeared Todd Shaw Personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature: Charlotte Whipple My commission Expires: 5/2/13





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

## NEVADA STATE CONTRACTORS BOARD

### CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-06-12-26-0301

CAMPBELL CONSTRUCTION CO., INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 47204 ORIGINAL ISSUE DATE: 07/24/1998 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. 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 AUGUST 1, 2010 AND EXPIRES ON JULY 31, 2011, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

  
NANCY MATHIAS, LICENSING ADMINISTRATOR      DATE 8-21-2010  
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.



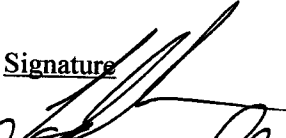
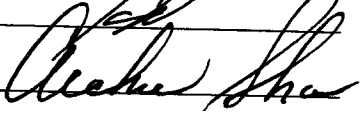
36 Glen Carran Circle, Sparks, NV. 89431  
Office: 775-677-9111 Fax: 775-677-9191  
Nevada Contractors License # 47204 California License # 794570

### AUTHORIZATION TO SIGN

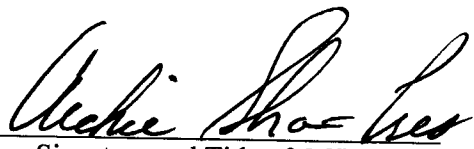
Campbell Construction Company Inc., A Nevada Corporation  
Nevada Contractor's License #47204  
California Contractor's License #794570

Todd Shaw, is authorized to bid and to enter into Contracts for Campbell Construction Company, Inc.

Principal Officers:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Todd Shaw	Vice President/Secretary	
Archie Shaw	President	
_____	_____	_____
_____	_____	_____

I, Archie Shaw, certify that the above list includes all officers, Owners and financial partners of Campbell Construction Company Inc. to the best of my knowledge.

  
Signature and Title of Officer