

Item #4-4B

**City of Carson City
Agenda Report**

Date Submitted: September 23, 2008

Agenda Date Requested: October 2, 2008

Time Requested: Consent

Labor Commissioner PWP # CC-2008-437

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to determine that Wilson Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338, and to award Contract No. 0809-108 Multi-Use Path Improvements - Route 6 Path Paving Project to Wilson Construction, Inc. for a bid amount of \$153,476.30 plus a contingency amount not to exceed \$7,673.82 to be funded from the Nevada State Lands Q1 as provided in FY 2007/2008.

Staff Summary: Carson City accepted bids for all labor, materials, tools, and equipment necessary for the Multi-Use Path Improvements – Route 6 Path Paving Project. The Project consists of construction of approximately 3,000 lineal feet of 12-foot wide asphalt concrete multi-use pathway at various locations near the Carson Freeway, Carson City Wastewater Treatment Plant and next to the Mexican Ditch, including excavating, grading existing decomposed granite pathway, placing aggregate base and decomposed granite, drainage, signs, striping and related work.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Wilson Construction, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338, and to award Contract No. 0809-108 Multi-Use Path Improvements - Route 6 Path Paving Project to Wilson Construction, Inc. for a bid amount of \$153,476.30 plus a contingency amount not to exceed \$7,673.82 to be funded from the Nevada State Lands Q1 as provided in FY 2007/2008.

Explanation for Recommended Board Action: *NOTICE TO CONTRACTORS* were distributed on September 8, 2008 and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on September 11, 2008.

The bids were opened at approximately 10:10 a.m. on September 19, 2008 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Bill Gookin, Marv McQueary Excavating; John Bird, Wilson Construction; Michele Bushnell, Sierra Nevada Construction; Bill Winfield, WWW Construction; Steve Kenny, Pacific Rim Construction; Mitzi

Drumm, D.F. Drumm; Mitch Turner, Petersen Construction; Bryan Doyle, CC Public Works, Robb Fellows, CC Public Works; Ann Bollinger; CC Parks & Recreation; Vern Krahn, CC Parks & Recreation; Juan Guzman; Parks & Recreation, and Sandy Scott, Purchasing & Contracts Coordinator.

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

Name of Bidder	Total Award Amount	
Wilson Construction, Inc.	Base Bid (Schedule A)	\$128,348.30
	Add/Alt 1 (Schedule B)	\$25,128.00
	Total	\$153,476.30
Marv McQueary Excavating, Inc.	Base Bid (Schedule A)	\$139,590.90
	Add/Alt 1 (Schedule B)	\$32,618.10
	Total	\$172,209.00
WWW Construction, Inc.	Base Bid (Schedule A)	\$145,174.17
	Add/Alt 1 (Schedule B)	\$24,530.44
	Total	\$169,704.61
Pacific Rim Construction, Inc.	Base Bid (Schedule A)	\$149,986.82
	Add/Alt 1 (Schedule B)	\$30,679.01
	Total	\$180,665.83
Herbach General Engineering, LLC	Base Bid (Schedule A)	\$168,314.90
	Add/Alt 1 (Schedule B)	\$25,369.31
	Total	\$193,684.21
Sierra Nevada Construction, Inc.	Base Bid (Schedule A)	\$170,007.00
	Add/Alt 1 (Schedule B)	\$23,700.00
	Total	\$193,707.00
D.F. Drumm, Inc.	Base Bid (Schedule A)	\$190,434.60
	Add/Alt 1 (Schedule B)	\$35,280.30
	Total	\$225,714.90

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

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

Engineers Estimate: \$161,150.12

Project Budget: \$161,150.12

Fiscal Impact: Not to exceed \$161,150.12

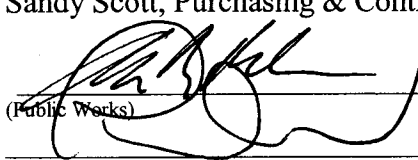


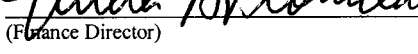
Explanation of Impact: If approved the below referenced account could be decreased by \$161,150.12

Funding Source: Nevada State Lands Q1 275-5017-4752-7811 funded in FY 2007/2008

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

Supporting Material: Bid Tabulation Report, Contract for Services of Independent Contractor No. 0809-108, and Bid Response from Wilson Construction, Inc.

Prepared By: Sandy Scott, Purchasing & Contracts Coordinator

Reviewed By:  Date: 9/23/08
(Public Works)
 Date: 9/23/08
(City Manager)
 Date: 9-23-08
(District Attorney)
 Date: 9-23-08
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-887-2133 extension 30137**

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

Notice to Contractors Bid# 0809-108 Multi-Use Path Improvements - Route 6 Path Paving

Time and Date of Opening: September 19, 2008 @ 10:10 am

Description		Bidder # 1		Bidder # 2		Bidder # 3	
		Wilson Construction, Inc.		Marv McQueary Excavating, Inc.		WWW Construction, Inc.	
BONDING Provided, \$, %, or no		Yes		5%		5%	
PREFERENTIAL Bidder Status		Yes		No		No	
BIDDER acknowledges receipt addendums		None		None		None	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price
Schedule A: Sta "W" 6+50 to "W" 36+77 & Linear Park Section							
1	1	LS	\$4,000.00	\$4,000.00	\$13,530.00	\$13,530.00	\$11,116.25
Mobilization/Demobilization and Clean-Up for Schedule A Work (7.5.1.1)							
2	35,606	SF	\$3.05	\$108,598.30	\$3.20	\$113,939.20	\$3.17
3-inch thick-Type 3 Asphalt Concrete on 6-inch thick-Type 2 Class B Aggregate Base (Pathway) (7.5.1.2)							
3	225	CY	\$28.00	\$6,300.00	\$24.10	\$5,422.50	\$46.70
4-inch thick-Decomposed Granite (Equestrian Shoulder) (7.5.1.3)							
4	1	EA	\$1,500.00	\$1,500.00	\$1,081.00	\$1,081.00	\$4,900.00
18-inch Diameter Corrugated Metal Pipe Riser Inlet (7.5.1.4)							
5	20	LF	\$35.00	\$700.00	\$38.60	\$772.00	\$88.10
24-inch Diameter Corrugated Metal Pipe Storm Drain (7.5.1.5)							
6	2	EA	\$325.00	\$650.00	\$58.60	\$117.20	\$90.00
Adjust to Finish Grade - Traffic Box (7.5.1.6)							
7	5	EA	\$600.00	\$3,000.00	\$350.20	\$1,751.00	\$330.00
Signs (7.5.1.7)							
8	180	LF	\$18.00	\$3,240.00	\$14.60	\$2,628.00	\$11.43
6-inch Diameter PVC Irrigation Sleeve (7.5.1.8)							
9	20	LF	\$18.00	\$360.00	\$17.50	\$350.00	\$6.50
4-inch Diameter PVC Storm Drain (7.5.1.9)							
Total of Schedule A:				\$128,348.30		\$139,590.90	\$145,174.17

Description		Bidder # 1	Bidder # 2	Bidder # 3
Schedule B: (Additive Alternate 1) Sta "E" 1+61 to Sta "E" 3+25 and Sta "P" 100+00 to Sta "P" 102+48				
		Wilson Construction, Inc.	Marv McQueary Excavating, Inc.	WWW Construction, Inc.
10	Mobilization/Demobilization and Clean-Up for Schedule B Work (7.5.2.1)	1 LS \$1,000.00	\$1,648.50	\$1,648.50 \$3,968.15
11	3-inch thick-Type 3 Asphalt Concrete on 6-inch thick Type 2 Class B Aggregate Base	4,791 SF \$3.75	\$4.25	\$20,361.75 \$3.17 \$15,187.47
12	4-inch thick Decomposed Granite (Equestrian Shoulder) (7.5.2.3)	26 CY \$42.00	\$31.10	\$808.60 \$46.70 \$1,214.20
13	Sign (7.5.2.4)	4 EA \$550.00	\$356.70	\$1,426.80 \$330.00 \$1,320.00
14	4-inch wide Solid Yellow Stripe (7.5.2.5)	115 LF \$1.25	\$0.55	\$63.25 \$4.85 \$557.75
15	12-inch wide Stop Bar (7.5.2.6)	13 LF \$2.00	\$1.65	\$21.45 \$13.46 \$174.98
16	Removable Bollard (7.5.2.7)	3 EA \$900.00	\$441.60	\$1,324.80 \$702.63 \$2,107.89
Total of Schedule B:		\$25,128.00	\$25,655.15	\$24,530.44
Schedule C: (Additive Alternate 2) Sta "E" 3+36 to Sta "E" 6+20				
17	Mobilization/Demobilization and Clean-Up for Schedule C Work (7.5.3.1)	1 LS \$1,000.00	\$1,648.50	\$1,648.50 \$4,181.20
18	3-inch thick-Type 3 Asphalt Concrete on 6-inch thick-Type 2 Class B Aggregate Base	3,527 SF \$5.25	\$5.15	\$18,164.05 \$3.17 \$11,180.59
19	Excavate and Reconstruct Crossing Subgrade (7.5.3.3)	1 LS \$13,000.00	\$1,784.50	\$1,784.50 \$21,044.16
20	Stabilize AC Path Base & Crossing with 2 Sack Slurry (7.5.3.4)	50 CY \$205.00	\$172.80	\$8,640.00 \$217.88 \$10,894.00
21	Rock Lined V-Ditch (7.5.3.5)	33 LF \$20.00	\$8.75	\$288.75 \$70.27 \$2,318.91
22	Sign (7.5.3.6)	3 EA \$550.00	\$367.60	\$1,102.80 \$330.00 \$990.00
23	24-inch Diameter Corrugated Metal Pipe Storm Drain (7.5.3.7)	20 LF \$35.00	\$44.80	\$896.00 \$88.10 \$1,762.00
24	4-inch Wide Solid Yellow Stripe (7.5.3.8)	170 LF \$0.80	\$0.55	\$93.50 \$4.85 \$824.50
Total of Schedule C:		\$45,912.75	\$32,618.10	\$53,195.36
Schedule D: (Additive Alternate 3) Sta "E" 6+20 to Sta "E" 205+77				
25	Mobilization/Demobilization and Clean-Up for Schedule D Work (7.5.4.1)	1 LS \$3,000.00	\$2,583.50	\$2,583.50 \$3,687.15
26	Construct Pathway (7.5.4.2)	1 LS \$11,000.00	\$5,613.50	\$5,613.50 \$19,630.20
27	9-inch thick-Type 2 Class B Aggregate Base (Dirt Path) (7.5.4.3)	278 CY \$40.00	\$38.10	\$10,591.80 \$41.50 \$11,537.00

Description		Bidder # 1		Bidder # 2		Bidder # 3			
		Wilson Construction, Inc.		Marv McQueary Excavating, Inc.		WWW Construction, Inc.			
28	Rock Lined V-Ditch (7.5.4.4)	450	LF	\$6.00	\$2,700.00	\$11.40	\$5,130.00	\$19.50	\$8,775.00
29	15-inch Diameter Metal Pipe Storm Drain w/F.E.S. (7.5.4.5)	20	LF	\$45.00	\$900.00	\$45.40	\$908.00	\$79.80	\$1,596.00
30	Relocate 10-foot by 12-foot Boulders (7.5.4.6)	1	LS	\$1,000.00	\$1,000.00	\$694.50	\$694.50	\$1,250.00	\$1,250.00
31	Place 6-inch Diameter Rip Rap (7.5.4.7)	200	SF	\$3.75	\$750.00	\$5.00	\$1,000.00	\$3.45	\$690.00
32	Hydroseed (Great Basin Mix) (7.5.4.8)	15,280	SF	\$0.28	\$4,278.40	\$0.20	\$3,056.00	\$0.14	\$2,139.20
33	Sign (7.5.4.9)	3	EA	\$500.00	\$1,500.00	\$367.60	\$1,102.80	\$330.00	\$990.00
34	Removable Bollard (7.5.4.10)	3	EA	\$900.00	\$2,700.00	\$441.60	\$1,324.80	\$702.65	\$2,107.95
Sub-total of Schedule D:					\$38,948.40		\$32,004.90		\$52,402.50
Sub-total of Schedule A:					\$128,348.30		\$139,590.90		\$145,174.17
Sub-total of Schedule B:					\$25,128.00		\$25,655.15		\$24,530.44
Sub-total of Schedule C:					\$45,912.75		\$32,618.10		\$53,195.36
Sub-total of Schedule D:					\$38,948.40		\$32,004.90		\$52,402.50
Total Bid Price					\$238,337.45		\$229,869.05		\$275,302.47
Total Bid Price written in words? y/n				Yes		Yes		Yes	
Bidder Information provided? v/n				Yes		Yes		Yes	
Sub Contractors listed? y/n or none				Yes		Yes		Yes	
Bid Document executed? y/n				Yes		Yes		Yes	
END OF DOCUMENT									

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-887-2133 extension 30137**

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Notice to Contractors Bid# 0809-108 Multi-Use Path Improvements - Route 6 Path Paving

Time and Date of Opening: September 19, 2008 @ 10:10 am

Description		Bidder # 4		Bidder # 5		Bidder # 6	
		Pacific Rim Construction, Inc. Check 5%		Herbach General Engineering LLC 5%		Sierra Nevada Construction, Inc. 5%	
BONDING Provided, \$, %, or no		No		Yes		Yes	
PREFERENTIAL Bidder Status		None		None		None	
BIDDER acknowledges receipt addendums		None		None		None	
Description	Sched Value	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price
Schedule A: Sta "W" 6+50 to "W" 36+77 & Linear Park Section							
1	Mobilization/Demobilization and Clean-Up for Schedule A Work (7.5.1.1)	1	LS \$3,000.00	\$3,000.00	\$11,529.90	\$11,529.90	\$5,999.50
2	3-inch thick-Type 3 Asphalt Concrete on 6-inch thick-Type 2 Class B Aggregate Base (Pathway) (7.5.1.2)	35,606	SF \$3.48	\$123,908.88	\$3.67	\$130,674.02	\$3.75
3	4-inch thick-Decomposed Granite (Equestrian Shoulder) (7.5.1.3)	225	CY \$52.71	\$11,859.75	\$48.15	\$10,833.75	\$79.00
4	18-inch Diameter Corrugated Metal Pipe Riser Inlet (7.5.1.4)	1	EA \$1,546.09	\$1,546.09	\$2,280.36	\$2,280.36	\$2,000.00
5	24-inch Diameter Corrugated Metal Pipe Storm Drain (7.5.1.5)	20	LF \$73.19	\$1,463.80	\$89.40	\$1,788.00	\$72.00
6	Adjust to Finish Grade -- Traffic Box (7.5.1.6)	2	EA \$500.00	\$1,000.00	\$766.43	\$1,532.86	\$650.00
7	Signs (7.5.1.7)	5	EA \$589.22	\$2,946.10	\$668.40	\$3,342.00	\$350.00
8	6-inch Diameter PVC Irrigation Sleeve (7.5.1.8)	180	LF \$18.65	\$3,357.00	\$27.39	\$4,930.20	\$29.00
9	4-inch Diameter PVC Storm Drain (7.5.1.9)	20	LF \$45.26	\$905.20	\$70.15	\$1,403.00	\$50.00
Total of Schedule A:				\$149,986.82		\$168,314.09	\$170,007.00
Schedule B: (Additive Alternate 1) Sta "E" 1+61 to Sta "E" 3+25 and Sta "P" 100+00 to Sta "P" 102+48							

Description		Bidder # 4		Bidder # 5		Bidder # 6		
		Pacific Rim Construction, Inc.		Herbach General Engineering LLC		Sierra Nevada Construction, Inc.		
10	Mobilization/Demobilization and Clean-Up for Schedule B Work (7.5.2.1)	1	LS	\$3,000.00	\$3,000.00	\$946.90	\$946.90	\$1,029.60
11	3-inch thick-Type 3 Asphalt Concrete on 6-inch thick Type 2 Class B Aggregate Base (Pathway)	4,791	SF	\$4.52	\$21,655.32	\$3.67	\$17,582.97	\$3.40
12	4-inch thick Decomposed Granite (Equestrian Shoulder) (7.5.2.3)	26	CY	\$52.82	\$1,373.32	\$48.15	\$1,251.90	\$79.00
13	Sign (7.5.2.4)	4	EA	\$589.22	\$2,356.88	\$612.70	\$2,450.80	\$350.00
14	4-inch wide Solid Yellow Stripe (7.5.2.5)	115	LF	\$1.30	\$149.50	\$1.11	\$127.65	\$0.50
15	12-inch wide Stop Bar (7.5.2.6)	13	LF	\$7.69	\$99.97	\$83.55	\$1,086.15	\$19.50
16	Removable Bollard (7.5.2.7)	3	EA	\$681.34	\$2,044.02	\$640.98	\$1,922.94	\$950.00
Total of Schedule B:				\$30,679.01		\$25,369.31		\$23,700.00
Schedule C: (Additive Alternate 2) Sta "E" 3+36 to Sta "E" 6+20								
17	Mobilization/Demobilization and Clean-Up for Schedule C Work (7.5.3.1)	1	LS	\$2,000.00	\$2,000.00	\$946.90	\$946.90	\$1,000.00
18	3-inch thick-Type 3 Asphalt Concrete on 6-inch thick-Type 2 Class B Aggregate Base (Pathway)	3,527	SF	\$5.23	\$18,446.21	\$3.67	\$12,944.09	\$3.40
19	Excavate and Reconstruct Crossing Subgrade (7.5.3.3)	1	LS	\$14,168.47	\$14,168.47	\$6,505.75	\$6,505.75	\$14,598.20
20	Stabilize AC Path Base & Crossing with 2 Sack Slurry (7.5.3.4)	50	CY	\$219.23	\$10,961.50	\$873.67	\$43,683.50	\$215.00
21	Rock Lined V-Ditch (7.5.3.5)	33	LF	\$46.45	\$1,532.85	\$38.07	\$1,256.31	\$20.00
22	Sign (7.5.3.6)	3	EA	\$589.22	\$1,767.66	\$612.70	\$1,838.10	\$350.00
23	24-inch Diameter Corrugated Metal Pipe Storm Drain (7.5.3.7)	20	LF	\$73.19	\$1,463.80	\$129.50	\$2,590.00	\$72.00
24	4-inch Wide Solid Yellow Stripe (7.5.3.8)	170	LF	\$0.88	\$149.60	\$0.84	\$142.80	\$0.50
Total of Schedule C:				\$50,490.09		\$69,907.45		\$41,575.00
Schedule D: (Additive Alternate 3) Sta "E" 6+20 to Sta "E" 205+77								
25	Mobilization/Demobilization and Clean-Up for Schedule D Work (7.5.4.1)	1	LS	\$3,000.00	\$3,000.00	\$5,235.80	\$5,235.80	\$1,000.00
26	Construct Pathway (7.5.4.2)	1	LS	\$19,344.81	\$19,344.81	\$26,422.56	\$26,422.56	\$19,857.00
27	9-inch thick-Type 2 Class B Aggregate Base (Dirt Path) (7.5.4.3)	278	CY	\$55.33	\$15,381.74	\$45.06	\$12,526.68	\$61.00
28	Rock Lined V-Ditch (7.5.4.4)	450	LF	\$16.07	\$7,231.50	\$24.25	\$10,912.50	\$12.00
29	15-inch Diameter Metal Pipe Storm Drain w/F.E.S. (7.5.4.5)	20	LF	\$68.28	\$1,365.60	\$139.47	\$2,789.40	\$75.00

Description		Bidder # 4		Bidder # 5		Bidder # 6	
		Pacific Rim Construction, Inc.	Herbach General Engineering LLC	Sierra Nevada Construction, Inc.			
30	Relocate 10-foot by 12-foot Boulders (7.5.4.6)	1	LS	\$7,786.78	\$3,025.52	\$3,025.52	\$10,006.00
31	Place 6-inch Diameter Rip Rap (7.5.4.7)	200	SF	\$5.76	\$4.70	\$940.00	\$1,000.00
32	Hydroseed (Great Basin Mix) (7.5.4.8)	15,280	SF	\$0.71	\$0.27	\$4,125.60	\$4,584.00
33	Sign (7.5.4.9)	3	EA	\$589.22	\$612.70	\$1,838.10	\$1,050.00
34	Removable Bollard (7.5.4.10)	3	EA	\$681.34	\$691.49	\$2,074.47	\$2,850.00
Sub-total of Schedule D:				\$69,922.91	\$69,890.63		\$64,205.00
Sub-total of Schedule A:				\$149,986.82	\$168,314.09		\$170,007.00
Sub-total of Schedule B:				\$30,679.01	\$25,369.31		\$23,700.00
Sub-total of Schedule C:				\$50,490.09	\$69,907.45		\$41,575.00
Sub-total of Schedule D:				\$69,922.91	\$69,890.63		\$64,205.00
Total Bid Price				\$301,078.83	\$333,481.48		\$299,487.00
Total Bid Price written in words? y/n				Yes	Yes		Yes
Bidder Information provided? y/n				Yes	Yes		Yes
Sub Contractors listed? y/n or none				Yes	No		Yes
Bid Document executed? y/n				Yes	Yes		Yes
END OF DOCUMENT							

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-887-2133 extension 30137**

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

Notice to Contractors Bid# 0809-108 Multi-Use Path Improvements -

Time and Date of Opening: September 19, 2008 @ 10:10 am

Description		Bidder # 7	
BONDING Provided, \$, %, or no		D.F. Drumm, Inc.	
PREFERENTIAL Bidder Status		5%	
BIDDER acknowledges receipt addendums		No	
Description		Sched Value	Unit price
			Total price
Schedule A: Sta "W" 6+50 to "W" 36+77 & Linear Park Section			
1	Mobilization/Demobilization and Clean-Up for Schedule A Work (7.5.1.1)	1 LS	\$10,050.00 \$10,050.00
2	3-inch thick-Type 3 Asphalt Concrete on 6-inch thick-Type 2 Class B Aggregate Base (Pathway) (7.5.1.2)	35,606 SF	\$4.10 \$145,984.60
3	4-inch thick-Decomposed Granite (Equestrian Shoulder) (7.5.1.3)	225 CY	\$100.00 \$22,500.00
4	18-inch Diameter Corrugated Metal Pipe Riser Inlet (7.5.1.4)	1 EA	\$2,580.00 \$2,580.00
5	24-inch Diameter Corrugated Metal Pipe Storm Drain (7.5.1.5)	20 LF	\$68.00 \$1,360.00
6	Adjust to Finish Grade - Traffic Box (7.5.1.6)	2 EA	\$230.00 \$460.00
7	Signs (7.5.1.7)	5 EA	\$400.00 \$2,000.00
8	6-inch Diameter PVC Irrigation Sleeve (7.5.1.8)	180 LF	\$27.00 \$4,860.00
9	4-inch Diameter PVC Storm Drain (7.5.1.9)	20 LF	\$32.00 \$640.00
Total of Schedule A:			\$190,434.60

Description		Bidder # 7		
		D.F. Drumm, Inc.		
Schedule B: (Additive Alternate 1) Sta "E" 1+61 to Sta "E" 3+25 and Sta "P" 100+00 to Sta "P" 102+48				
10	Mobilization/Demobilization and Clean-Up for Schedule B Work (7.5.2.1)	1	LS \$2,215.00	\$2,215.00
11	3-inch thick-Type 3 Asphalt Concrete on 6-inch thick Type 2 Class B Aggregate Base (Pathway)	4,791	SF \$5.30	\$25,392.30
12	4-inch thick Decomposed Granite (Equestrian Shoulder) (7.5.2.3)	26	CY \$150.00	\$3,900.00
13	Sign (7.5.2.4)	4	EA \$400.00	\$1,600.00
14	4-inch wide Solid Yellow Stripe (7.5.2.5)	115	LF \$2.00	\$230.00
15	12-inch wide Stop Bar (7.5.2.6)	13	LF \$11.00	\$143.00
16	Removable Bollard (7.5.2.7)	3	EA \$600.00	\$1,800.00
Total of Schedule B:				\$35,280.30
Schedule C: (Additive Alternate 2) Sta "E" 3+36 to Sta "E" 6+20				
17	Mobilization/Demobilization and Clean-Up for Schedule C Work (7.5.3.1)	1	LS \$2,215.00	\$2,215.00
18	3-inch thick-Type 3 Asphalt Concrete on 6-inch thick-Type 2 Class B Aggregate Base (Pathway)	3,527	SF \$10.50	\$37,033.50
19	Excavate and Reconstruct Crossing Subgrade (7.5.3.3)	1	LS \$4,000.00	\$4,000.00
20	Stabilize AC Path Base & Crossing with 2 Sack Slurry (7.5.3.4)	50	CY \$165.00	\$8,250.00
21	Rock Lined V-Ditch (7.5.3.5)	33	LF \$20.00	\$660.00
22	Sign (7.5.3.6)	3	EA \$400.00	\$1,200.00
23	24-inch Diameter Corrugated Metal Pipe Storm Drain (7.5.3.7)	20	LF \$44.00	\$880.00
24	4-inch Wide Solid Yellow Stripe (7.5.3.8)	170	LF \$2.00	\$340.00
Total of Schedule C:				\$54,578.50
Schedule D: (Additive Alternate 3) Sta "E" 6+20 to Sta "E" 205+77				
25	Mobilization/Demobilization and Clean-Up for Schedule D Work (7.5.4.1)	1	LS \$8,160.00	\$8,160.00
26	Construct Pathway (7.5.4.2)	1	LS \$31,730.00	\$31,730.00
27	9-inch thick-Type 2 Class B Aggregate Base (Dirt Path) (7.5.4.3)	278	CY \$59.00	\$16,402.00

Description		Bidder # 7				
28	Rock Lined V-Ditch (7.5.4.4)	450	LF	D.F. Drumm, Inc.	\$6.40	\$2,880.00
29	15-inch Diameter Metal Pipe Storm Drain w/F.E.S. (7.5.4.5)	20	LF		\$78.70	\$1,574.00
30	Relocate 10-foot by 12-foot Boulders (7.5.4.6)	1	LS		\$5,800.00	\$5,800.00
31	Place 6-inch Diameter Rip Rap (7.5.4.7)	200	SF		\$5.15	\$1,030.00
32	Hydroseed (Great Basin Mix) (7.5.4.8)	15,280	SF		\$0.25	\$3,820.00
33	Sign (7.5.4.9)	3	EA		\$400.00	\$1,200.00
34	Removable Bollard (7.5.4.10)	3	EA		\$600.00	\$1,800.00
Sub-total of Schedule D:						\$74,396.00
Sub-total of Schedule A:						\$190,434.60
Sub-total of Schedule B:						\$35,280.30
Sub-total of Schedule C:						\$54,578.50
Sub-total of Schedule D:						\$74,396.00
Total Bid Price						\$354,689.40
<hr/>						
Total Bid Price written in words? y/n						Yes
Bidder Information provided? y/n						Yes
Sub Contractors listed? y/n or none						Yes
Bid Document executed? y/n						Yes
END OF DOCUMENT						

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-108

THIS CONTRACT, made and entered into this 2nd day of October 2008, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Wilson Construction, Inc. hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing & Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332, Nevada Revised Statutes 338, and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 0809-108 Multi-Use Path Improvements - Route 6 Path Paving Project** are both necessary and in the best interests of **CITY**; and

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

1 REQUIRED APPROVAL:

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

2 CONTRACT TERM:

2.1 **CONTRACTOR** agrees to complete the **WORK** on or before the date specified in the **NOTICE TO PROCEED** or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner terminated by either party as specified in **Section 6 Contract Termination**.

3 NOTICE:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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For P&C Use Only	
CCBL expires	12/31/08
NVCL expires	02/28/09
GL expires	_____
AL expires	_____
WC expires	_____

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

John A. Bird, Contracts Manager
Wilson Construction, Inc.
812 Short Court
Gardnerville, Nevada 89460
775-265-2230/775-265-6029
john@877gowilson.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing & Contracts
Sandy Scott, Purchasing & Contracts Coordinator
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2133 extension 30137 / FAX 775-887-2107
SScott@ci.carson-city.nv.us

4 SCOPE OF WORK:

4.1 The parties agree that the scope of work shall be specifically described and hereinafter referred to as the "**WORK**". This Contract incorporates the following attachments; a **CONTRACTOR'S** Attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

4.1.1 ATTACHMENT AA: Bid #0809-108 Multi-Use Path Improvements-Route 6 Path Paving which includes, but is not limited to the following documents: Notice to Contractors; Table of Contents; Terms & Conditions; General Conditions; Prevailing Wage Rates for Carson City; Special Conditions; Technical Specifications; Drawings; Standard Specifications; Standard Plans; Addenda, if any; Notice of Award; Permits(s); Notice to Proceed; Executed Change Orders, if any; and all supplementary documents that are intended to be complete and complementary and are intended to describe a complete Work.

4.1.2 ATTACHMENT BB: **CONTRACTOR'S** Bid Response; **CONTRACTOR'S** Bid Bond; **CONTRACTOR'S** "Certificate of Eligibility" issued by the State of Nevada Contractors' Board as proof of compliance with the provisions of Nevada Revised Statute 338.147, if any; **CONTRACTOR'S** Performance Bond; **CONTRACTOR'S** Labor and Material Payment Bond; **CONTRACTOR'S** insurance certificates; and **CONTRACTOR'S** Carson City Business License.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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4.2 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **WORK** described herein and required hereunder. **CONTRACTOR** shall perform the **WORK** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **WORK** furnished by **CONTRACTOR** to **CITY**.

4.3 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **WORK** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **WORK**.

4.4 **CONTRACTOR** shall within ten (10) calendar days of issuance of the Notice of Award obtain all necessary licenses as may be necessary. Before and during the progress of **WORK** under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom. **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has obtained all required permits and submitted all documents required by the Notice of Award, and (2) **CITY** has issued the Notice to Proceed.

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

4.6 **Fair Employment Practices:**

4.6.1 Pursuant to Nevada Revised Statute 338.125, it is unlawful for any contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, sex, sexual preference or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual preference or age.

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

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

4.7 Preferential Employment:

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

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

4.8 Arbitration:

4.8.1 Pursuant to Nevada Revised Statute 338.150, any public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring arbitration of a dispute arising between the public body and the contractor engaged on a public work if the dispute cannot otherwise be settled. Any dispute requiring arbitration must be handled in accordance with the construction industry's rules for arbitration as administered by the American Arbitration Association or the Nevada Arbitration Association. This section does not prohibit the use of alternate dispute resolution methods before arbitration.

4.9 **CONTRACTOR** shall comply with the Copeland Anti-Kickback Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

5 CONSIDERATION:

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5.1 The parties agree that **CONTRACTOR** will provide the **WORK** specified in **Section 4 Scope of Work** at the **CONTRACT AMOUNT** of One Hundred Fifty Three Thousand, Four Hundred Seventy Six Dollars and Thirty Cents amount written in figures (\$153,476.30).

5.1.1 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of work performed and accepted and the materials furnished at the unit and lump sum prices shown in **CONTRACTOR'S** Bid Response and any executed Change Orders.

5.2 **CONTRACT AMOUNT** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

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

6 CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

6.2.1 The continuation of this Contract beyond June 30, 2009 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

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6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

6.3.3.4 Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;

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

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

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

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

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

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

6.3.5 If **CITY** terminates this Contract for one of the reasons stated in Subsection 6.3.3, **CONTRACTOR** shall not be entitled to receive further payment until the Work is finished.

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

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

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

6.4 **Time to Correct:**

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6.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.5 Winding Up Affairs Upon Termination:

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

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

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

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

6.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 25 City Ownership of Proprietary Information**.

7 REMEDIES:

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

8 LIMITED LIABILITY:

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

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9 FORCE MAJEURE:

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

10 INDEMNIFICATION:

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

10.2 Except as otherwise provided in Subsection 10.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

10.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

11 INDEPENDENT CONTRACTOR:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

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

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

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

12 PERFORMANCE BOND & LABOR AND MATERIAL PAYMENT BOND:

12.1 A Performance Bond & a Labor and Material Payment Bond, pursuant to the requirements of Nevada Revised Statute 339.025, in the amount of one hundred percent (100%) of the **CONTRACT AMOUNT** must be provided by **CONTRACTOR** to Carson City Purchasing & Contracts within ten (10) calendar days of the issuance of the Notice of Award. Said bonds shall remain in full force and effect for a period of not less than one (1) year from the date of Final Acceptance of this **WORK** by the Carson City Board of Supervisors.

12.2 Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute 683A.090 and issued by an appointed agent pursuant to Nevada Revised Statute 683A.280. Performance Bond & Labor and Material Payment Bond must be on the forms supplied by Carson City Purchasing & Contracts and issued by a reputable solvent surety company properly licensed and authorized to conduct business in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and/or be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit

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staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) Said bonds shall be issued and made payable to Carson City, 201 North Carson Street Suite 11, Carson City, Nevada 89701.

12.3 Bonds issued by an individual surety are not acceptable to **CITY**.

12.4 **CONTRACTOR** shall require any resident agent who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

12.5 A Performance Bond or Labor and Material Payment Bond prepared by a licensed non-resident agent must be countersigned by a resident agent in accordance with the provisions of Nevada Revised Statute 680A.300.

12.6 **CONTRACTOR** agrees that any required bonding or guarantee shall not be considered as the exclusive remedy of **CITY** for any default in any respect by **CONTRACTOR**, but such bonding or guarantee shall be considered to be in addition to any right or remedy hereunder or allowed by law, equity, or statute.

12.7 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required bonds to Carson City Purchasing & Contracts, and (2) **CITY** has issued the Notice to Proceed.

13 **INSURANCE REQUIREMENTS:**

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

13.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**, and (3) **CITY** has issued the Notice to Proceed.

13.3 **CONTRACTOR** shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by **CONTRACTOR**.

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

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13.5 The insurance requirements specified herein do not relieve **CONTRACTOR** of his responsibility or limit the amount of his liability to **CITY** or other persons, and **CONTRACTOR** is encouraged to purchase such additional insurance as he deems necessary.

13.6 **CONTRACTOR** is responsible for and must remedy all damage or loss to any property, including property of **CITY**, caused in whole or in part by **CONTRACTOR**, any subcontractor or anyone employed, directed or supervised by **CONTRACTOR**. **CONTRACTOR** is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **WORK**.

13.7 **CITY** reserves the right to occupy existing facilities under construction or to use or occupy parts of the **WORK**. Insurance policies shall not restrict or limit such use.

13.8 Insurance Coverage:

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

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

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

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

13.9 General Requirements:

13.9.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

13.9.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers,

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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

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

13.9.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.9.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

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

13.9.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

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

13.9.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

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

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

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

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

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

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

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

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

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

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

16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

16.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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17 BUSINESS LICENSE AND NEVADA CONTRACTOR'S LICENSE:

17.1 **CONTRACTOR** shall procure a Carson City business license within ten (10) calendar days of the issuance of the Notice of Award.

17.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing & Contracts, and (2) **CITY** has issued the Notice to Proceed.

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

17.4 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **WORK** and has the classification(s) of contractor's license stipulated by **CITY** for this particular Work issued by the Nevada State Contractors' Board.

17.5 **CONTRACTOR** and its subcontractors shall comply with all provisions of Nevada Revised Statutes Chapter 624 and Nevada Administrative Code Chapter 624.

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

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

19 WAIVER OF BREACH:

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

20 SEVERABILITY:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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21 ASSIGNMENT/DELEGATION:

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

22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

23 PUBLIC RECORDS:

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

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24 CONFIDENTIALITY:

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

25 FEDERAL FUNDING:

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

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

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

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

26 LOBBYING:

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

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

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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27 GENERAL WARRANTY:

27.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

28 PROPER AUTHORITY:

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

29 ARBITRATION:

29.1 Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

30 GOVERNING LAW; JURISDICTION:

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

31 ENTIRE CONTRACT AND MODIFICATION:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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32 ACKNOWLEDGMENT AND EXECUTION:

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

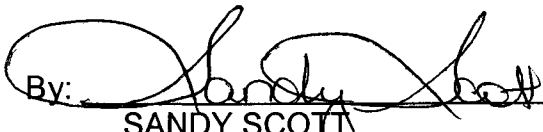
CARSON CITY

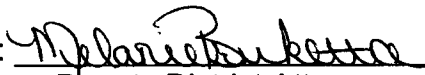
Finance Director
Attn: Sandy Scott, Purchasing &
Contracts Coordinator
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
SANDY SCOTT

By: 
Deputy District Attorney

DATED 9-23-08

DATED 9-23-08

CITY'S ORIGINATING DEPARTMENT

BY: Andy Burnham, Public Works Director
Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@ci.carson-city.nv.us

By: 
ANDY BURNHAM
Public Works Director

DATED 9/23/08

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Gary T. Wilson deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Gary T. Wilson
TITLE: President
FIRM: Wilson Construction, Inc.
CARSON CITY BUSINESS LICENSE #:
NEVADA CONTRACTOR'S LICENSE #: 17525A
Address: 812 Short Court
City: Gardnerville **State:** Nevada **Zip Code:** 89460
Telephone: 775-265-2230/ **Fax #:** 775-265-6029
E-mail Address: john@877gowilson.com

Gary Wilson
(Signature of **CONTRACTOR**)

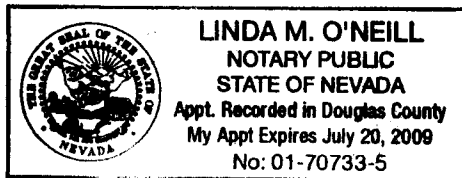
DATED 9/22/08

STATE OF Nevada)
County of Douglas) ss

Signed and sworn (or affirmed) before me on this 22nd day of September 2008, by Gary T. Wilson.

Linda M. O'Neill
(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-108

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 2, 2008 approved the acceptance of **CONTRACT No. 0809-108**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

MARV TEIXEIRA, MAYOR

DATED this 2nd day of October 2008.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 2nd day of October 2008.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that We Wilson Construction, Inc.
as Principal, hereinafter called Contractor, and Travelers Casualty And Surety
Company of America
a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety,
are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada,
hereinafter called City, for the sum of \$ 5% Percent Dollars
(state sum in words) Five Percent of Total Amount Bid
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, identified as **BID #0809-108** and titled "**Multi-Use Path Improvements - Route 6 Path Paving**".

NOW, THEREFORE if City shall accept the bid of the Principal and the Principal shall enter into a contract with City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bid 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 City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Bid or Contract Documents then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this 9 day of September, 2008

Signature of Principal: *Wathy Wilson*

Title: *Sec 1. Treas.*

Firm: Wilson Construction, Inc.

Address: 812 Short Court

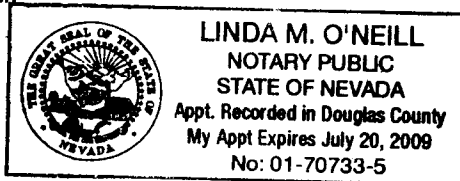
City / State / Zip Code: Gardnerville, NV 89460

Written Name of Principal: *Wathy Wilson*

ATTEST NAME

Signature of Notary: *Linda M. O'Neill*

(Seal)



Subscribed and sworn before me this 11th day of September, 2008
(printed name of notary) LINDA M. O'NEILL Notary Public for the State of NEVADA

Claims Under this Bond May Be Addressed To:	Nevada Resident Agent Information Complete for out of state bonding companies
Name of Surety <u>Travelers Casualty And Surety Company of America</u>	Name of Local Agent <u>James D. Einerson</u>
Address <u>11070 White Rock Road</u>	Address <u>11350 Huntington Village Lane</u>
City <u>Rancho Cordova</u>	City <u>Gold River</u>
State / Zip Code <u>CA 95670</u>	State / Zip Code <u>CA 95670</u>
Name <u>James D. Einerson</u>	Agent's Name <u>James D. Einerson</u>
Title <u>Attorney-in-Fact</u>	Agent's Title <u>Non Resident Agent # 29353</u>
Phone <u>916-631-7987</u>	Agent's Telephone <u>916-631-7987</u>
Surety's Acknowledgement	<u>James D. Einerson, Attorney-in-Fact</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	



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
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. 218447

Certificate No. 002439167

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, 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

James D. Einerson, and Hector De Santiago

of the City of Gold River, State of California, 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 12th day of June, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
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 12th day of June, 2008, 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., Seaboard Surety Company, 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 Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

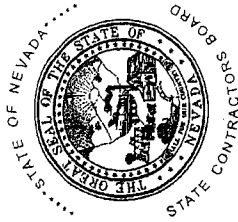
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9 day of September, 2008

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-02-11-00665

WILSON CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 17525A ORIGINAL ISSUE DATE: 02/12/1993 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 MARCH 1, 2008 AND EXPIRES ON FEBRUARY 28, 2009, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias
NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI GREIN, EXECUTIVE OFFICER
DATE 2/11/2008

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 Contractor Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

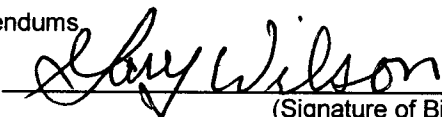
1 **BID RESPONSE FOR BID # 0809-108**
BID TITLE: Multi-Use Path Improvements - Route 6 Path Paving

NOTICE: No substitution or revision to this **BID RESPONSE** form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this **BID RESPONSE** form. Although the Prevailing Wages are provided in this Bid document, Bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful Bidder will be required to provide the current Prevailing Wages used in preparation of their bid within twenty-four (24) hours of the time and date set for receipt of **SEALED BIDS** which is indicated in the **Notice to Contractors**.

PRICES shall be valid for sixty (60) calendar days after the date set for **BID OPENING** which is indicated in the **Notice to Contractors**.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of NRS 338.147 must be submitted with his bid for the preference to be considered. This statute does not apply to projects expected to cost less than \$250,000.00.

COMPLETION of this project is expected **PURSUANT TO THESE BID AND CONTRACT DOCUMENTS**.

BIDDER acknowledges receipt of 0 Addendums.

 (Signature of Bidder)

SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
SCHEDULE A: Sta "W" 6+50 to "W" 36+77 & Linear Park Section				
1) Mobilization/Demobilization and Clean-Up for Schedule A Work (7.5.1.1)	1	LS		4,000. ⁰⁰
2) 3-inch thick-Type 3 Asphalt Concrete on 6-inch thick-Type 2 Class B Aggregate Base (Pathway) (7.5.1.2)	35,606	SF	3. ⁰⁵	108,598. ³⁰
3) 4-inch thick-Decomposed Granite (Equestrian Shoulder) (7.5.1.3)	225	CY	28. ⁰⁰	6,300. ⁰⁰
4) 18-inch Diameter Corrugated Metal Pipe Riser Inlet (7.5.1.4)	1	EA	1,500. ⁰⁰	1,500. ⁰⁰
5) 24-inch Diameter Corrugated Metal Pipe Storm Drain (7.5.1.5)	20	LF	35. ⁰⁰	700. ⁰⁰
6) Adjust to Finish Grade – Traffic Box (7.5.1.6)	2	EA	325. ⁰⁰	650. ⁰⁰
7) Signs (7.5.1.7)	5	EA	600. ⁰⁰	3,000. ⁰⁰
8) 6-inch Diameter PVC Irrigation Sleeve (7.5.1.8)	180	LF	18. ⁰⁰	3,240. ⁰⁰
9) 4-inch Diameter PVC Storm Drain (7.5.1.9)	20	LF	18. ⁰⁰	360. ⁰⁰
Total Schedule A				128,348.³⁰

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Description	Scheduled Value	Unit	Unit Price	Total Price
SCHEDULE B: (Additive Alternate 1) Sta "E" 1+61 to Sta "E" 3+26 and Sta "P" 100+00 to Sta "P" 102+48				
10) Mobilization/Demobilization and Clean-Up for Schedule B Work (7.5.2.1)	1	LS		1,000. ⁰⁰
11) 3-inch thick-Type 3 Asphalt Concrete on 6-inch thick Type 2 Class B Aggregate Base (Pathway) (7.5.2.2)	4,791	SF	3. ⁷⁵	17,966. ²⁵
12) 4-inch thick Decomposed Granite (Equestrian Shoulder) (7.5.2.3)	26	CY	42. ⁰⁰	1,092. ⁰⁰
13) Sign (7.5.2.4)	4	EA	550. ⁰⁰	2,200. ⁰⁰
14) 4-inch wide Solid Yellow Stripe (7.5.2.5)	115	LF	1. ²⁵	143. ⁷⁵
15) 12-inch wide Stop Bar (7.5.2.6)	13	LF	2. ⁰⁰	26. ⁰⁰
16) Removable Bollard (7.5.2.7)	3	EA	900. ⁰⁰	2,700. ⁰⁰
Total Schedule B			# 25,128. ⁰⁰	
SCHEDULE C: (Additive Alternate 2) Sta "E" 3+26 to Sta "E" 6+20				
17) Mobilization/Demobilization and Clean-Up for Schedule C Work (7.5.3.1)	1	LS		1,000. ⁰⁰
18) 3-inch thick-Type 3 Asphalt Concrete on 6-inch thick-Type 2 Class B Aggregate Base (Pathway) (7.5.3.2)	3,527	SF	5. ²⁵	18,516. ⁷⁵
19) Excavate and Reconstruct Crossing Subgrade (7.5.3.3)	1	LS		13,000. ⁰⁰
20) Stabilize AC Path Base & Crossing with 2 Sack Slurry (7.5.3.4)	50	CY	205. ⁰⁰	10,250. ⁰⁰
21) Rock Lined V-Ditch (7.5.3.5)	33	LF	20. ⁰⁰	660. ⁰⁰
22) Sign (7.5.3.6)	3	EA	550. ⁰⁰	1,650. ⁰⁰
23) 24-inch Diameter Corrugated Metal Pipe Storm Drain (7.5.3.7)	20	LF	35. ⁰⁰	700. ⁰⁰
24) 4-inch Wide Solid Yellow Stripe (7.5.3.8)	170	LF	0. ⁸⁰	136. ⁰⁰
Total Schedule C			# 45,912. ⁷⁵	
SCHEDULE D: (Additive Alternate 3) Sta "E" 6+20 to Sta "E" 205+77				
25) Mobilization/Demobilization and Clean-Up for Schedule D Work (7.5.4.1)	1	LS		3,000. ⁰⁰
26) Construct Pathway (7.5.4.2)	1	LS		11,000. ⁰⁰
27) 9-inch thick-Type 2 Class B Aggregate Base (Dirt Path) (7.5.4.3)	278	CY	40. ⁰⁰	11,120. ⁰⁰
28) Rock Lined V-Ditch (7.5.4.4)	450	LF	6. ⁰⁰	2,700. ⁰⁰
29) 15-inch Diameter Metal Pipe Storm Drain w/F.E.S. (7.5.4.5)	20	LF	45. ⁰⁰	900. ⁰⁰
30) Relocate 10-foot by 12-foot Boulders (7.5.4.6)	1	LS		1,000. ⁰⁰
31) Place 6-inch Diameter Rip Rap (7.5.4.7)	200	SF	3. ⁷⁵	750. ⁰⁰
32) Hydroseed (Great Basin Mix) (7.5.4.8)	15,280	SF	0. ²⁸	4,278. ⁴⁰
33) Sign (7.5.4.9)	3	EA	500. ⁰⁰	1,500. ⁰⁰
34) Removable Bollard (7.5.4.10)	3	EA	900. ⁰⁰	2,700. ⁰⁰

**CARSON CITY PURCHASING & CONTRACTS
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Description	Scheduled Value	Unit	Unit Price	Total Price
Total Schedule D	\$ 38,948.40			

Total Schedule A Bid Price Written in Words:

*One Hundred Twenty Eight thousand Three Hundred
Forty Eight 30/100 Dollars*

NOTE: Additive Alternated must be awarded in the order of their listing in the Bid Response, and is contingent upon funding.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

BIDDER INFORMATION:

Company Name:	Wilson Construction, Inc.
Federal ID No.:	88-0293053
Mailing Address:	812 Short Ct
City, State, Zip Code:	Gardnerville, NV 89460
Complete Telephone Number:	(775) 265-2230
Complete Fax Number:	(775) 265-6029
E-Mail Address:	wci@877gowilson.com
Contact Person / Title: John A. Bird / Contracts Manager	
Mailing Address:	812 Short Ct
City, State, Zip Code:	Gardnerville, NV 89460
Complete Telephone Number:	(775) 265-2230
Complete Fax Number:	(775) 265-6029
E-mail Address:	john@877gowilson.com

LICENSING INFORMATION:

Nevada State Contractor's License Number:	17525A
License Classification(s):	"A"
Limitation(s) of License:	Unlimited
Date Issued:	2/12/93
Expiration Date:	2/28/09
Name of Licensee:	Wilson Construction, Inc.
Carson City Business License Number:	
Date Issued:	12/21/2007
Expiration Date:	12/31/2008
Name of Licensee:	Wilson Construction, Inc.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

DISCLOSURE OF PRINCIPALS:

a) **Individual and/or Partnership:**

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

b) **Corporation:**

State in which Company is Incorporated:	Nevada
Date Incorporated:	11/30/92
Name of Corporation:	Wilson Construction, Inc.
Mailing Address:	812 Short Ct
City, State, Zip Code:	Gardnerville, NV 89460
Complete Telephone Number:	(775) 265-2230
President's Name:	Gary T. Wilson
Vice-President's Name:	Paul Wilson
Other 1) Name:	Kathy Wilson
Title:	Sec / Tres
Other 2) Name:	
Title:	

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions		Years with Company
Name 1):	Paul Wilson	13
Title 1):	General Superintendent	
Name 2):	Mike Olney	7
Title 2):	Superintendent	
Name 3):	David Wilson	15
Title 3):	Foreman / Operator	
Name 4):	Tim Larkin	13
Title 4):	Shop / Trucking Supervisor	
Name 5):	Dee Westmoreland	3
Title 5):	Estimator / Project Manager	
Name 6):	John A. Bird	1.5
Title 6):	Estimator / Contracts Manager	

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

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

REFERENCES:

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

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

Company Name 1):	Gardnerville Ranchos G.I.D.
Contact Person:	Bob Spellburg
Mailing Address:	931 Mitch Drive
City, State Zip Code:	Gardnerville, NV 89460
Complete Telephone Number	(775) 265-2048
E-Mail Address:	
Project Title:	2008 Street Maintenance Project
Amount of Contract:	\$ 984,702.70
Scope of Work:	Grading, Paving, Slurry Seal, & Fog Seal
Company Name 2):	Gardnerville Ranchos G.I.D.
Contact Person:	Bob Spellburg
Mailing Address:	931 Mitch Drive
City, State Zip Code:	Gardnerville, NV 89460
Complete Telephone Number	(775) 265-2048
E-Mail Address:	
Project Title:	2009 Street Maintenance Project
Amount of Contract:	\$ 1,137,825.25
Scope of Work:	Grading, Paving, Slurry Seal, & Fog Seal
Company Name 3):	Metcalf Builders, Inc.
Contact Person:	
Mailing Address:	751 Basque Way
City, State Zip Code:	Carson City, NV 89706
Complete Telephone Number	(775) 225-1844
E-Mail Address:	
Project Title:	Galaxy Theaters – Carson City
Amount of Contract:	\$ 2,676,470.00
Scope of Work:	Earthwork, Grading, Paving, Flatwork, & Utilities
Company Name 4):	Metcalf Builders, Inc.
Contact Person:	
Mailing Address:	751 Basque Way
City, State Zip Code:	Carson City, NV 89706
Complete Telephone Number	(775) 225-1844
E-Mail Address:	
Project Title:	Curry Street Improvements – Carson City
Amount of Contract:	\$ 2,640,667.00
Scope of Work:	Earthwork, Grading, Paving, Flatwork, & Appurt

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Gary T. Wilson
Signature of Authorized Certifying Official

Gary T. Wilson
Printed Name

President
Title

9/19/08
Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2007	0.68	0.001
2006	1.47	0.001

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.
² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

SUBCONTRACTORS EXCEEDING FIVE PERCENT (5%) OF CONTRACTOR'S TOTAL BID

INSTRUCTIONS: This information must be submitted with your bid. 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 1):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		
Name of Subcontractor 2):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		
Name of Subcontractor 3):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		
Name of Subcontractor 4):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		
Name of Subcontractor 5):	Address:	
Phone:	Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:		

"NONE"

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE

SUBCONTRACTORS EXCEEDING ONE PERCENT (1%) OF CONTRACTOR'S TOTAL BID OR \$50,000, WHICHEVER IS GREATER

INSTRUCTIONS: This information must be submitted by the three (3) 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.) Bidder may elect to submit this information with his bid and, in that case, Bidder will be considered as having submitted this information within the above two (2) hours.

Name of SubContractor 1): Intermountain Slurry Seal		Address: 1281 Glendale Way Sparks, NV 89432	
Phone: (775) 358-1355		Nevada Contractor License #: 0023657	Limit of License: Unlimited
Description of the labor or portion of the work: Signage & Striping			
Name of SubContractor 2):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 3):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 4):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 5):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

SUBCONTRACTORS NOT PREVIOUSLY LISTED ON THE 5% AND 1% PAGES

INSTRUCTIONS: This information must be submitted by the three (3) lowest Bidders within twenty-four (24) hours after the completion of the opening of the bids. 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.) Bidder may elect to submit this information with his bid and, in that case, Bidder will be considered as having submitted this information within the above twenty-four (24) hours.

Name of SubContractor 1): Sierra Erosion Control, Inc.		Address: PO Box 61375 Reno, NV 89506	
Phone: (775) 849-9483		Nevada Contractor License #: 51367	Limit of License: \$ 750,000.00
Description of the labor or portion of the work: Hydroseeding			
Name of SubContractor 2):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 3):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 4):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 5):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			

