

Item # 9-3B

**City of Carson City
Agenda Report**

Date Submitted: May 26, 2009

Agenda Date Requested: June 4, 2009

Time Requested: Consent

Labor Commissioner PWP # CC-2009-249

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: Action to determine that D & D Roofing and Sheet Metal, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0809-224 City Hall Roof Replacement to D & D Roofing and Sheet Metal, Inc., for a bid amount of \$149,800.00 plus a contingency amount not to exceed \$15,000.00 to be funded from the Roof Replacement Various Facilities Fund as provided in FY 2008/2009. *(Sandy Scott)*

Staff Summary: Carson City received sealed bids for all labor, materials, tools, and equipment necessary for the City Hall Roof Replacement Project. Project consists of removal and disposal of existing roofing and installation of new roofing, to include but not limited to, removal and replacement of any electrical conduits/conductors, water lines, mechanical equipment, supports, access ladders, and roof hatches. All electrical work must be performed by journeyman electricians. Contractor must attend necessary job meetings and be able to furnish competent and full time supervision with the ability to speak, read, and write English. Must furnish experienced, competent roof mechanics, all materials, tools, labor and equipment necessary to complete the roof installation in accordance with the specifications and comply with the latest application instructions from the manufacturer of the primary roofing products. Additionally, application practices shall comply with requirements and recommendations contained in the latest edition of the Handbook of Accepted Roofing Knowledge (HARK) as published by the National Roofing Contractor's Association, amended to include the acceptance of a phased roof system installation.

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 D & D Roofing and Sheet Metal, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 0809-224 City Hall Roof Replacement to D & D Roofing and Sheet Metal, Inc., for a bid amount of \$149,800.00 plus a contingency amount not to exceed \$15,000.00 to be funded from the Roof Replacement Various Facilities Fund as provided in FY 2008/2009. *(Sandy Scott)*

Explanation for Recommended Board Action: *NOTICE TO CONTRACTORS* were distributed on April 29, 2009 and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on May 3, 2009.

The bids were opened at approximately 10:10 a.m. on May 19, 2009, at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Brad Fight, Best Contracting, Inc.; Lee Spears, United Rentals; Tom Grundy, Carson City Public Works; Bob Keith, Carson City Facilities Maintenance; Christine McQueary, Purchasing and Contracts, and Sandy Scott, Carson City Purchasing and Contracts.

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

Name of Bidder	Total Award Amount
D & D Roofing and Sheet Metal, Inc.	\$149,800.00
Best Contracting Services, Inc.	\$158,713.00
State Roofing Systems, Inc.	\$196,291.00

Staff recommends award to D & D Roofing and Sheet Metal, Inc. as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338.

Note: There are a few irregularities in the bid submitted by D & D Roofing the City has waived pursuant to the section Instructions to Bidders, section IB.3, subsection B. ***The City reserves the right to waive any informality or irregularity in any Bid received, and to reject any or all Bids.*** In the case of rejection of all Bids, the City reserves the right to advertise for new Bids or to proceed to do the Work otherwise if, in the judgment of the Carson City Board of Supervisors or Carson City Regional Transportation Commission, it is in the best interest of the City.

First, D & D Roofing and Sheet Metal, Inc. submitted their bid prior to receiving Addendum three (3) and subsequently sent an email stating that Addendum three (3) would not affect the bid price (attached). Secondly, D & D Roofing and Sheet Metal, Inc., used their measurement, rather than the City's to provide the bid price. Third, unit prices were entered into the two lump sum bid items. Carson City has determined that these irregularities are minor and it would best serve the public's interest in awarding the Contract to the lowest responsive and responsible bidder.

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

Engineers Estimate: \$200,000.00

Project Budget: \$200,000.00

Fiscal Impact: Not to exceed \$164,800.00

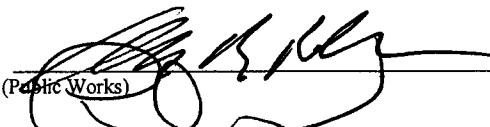

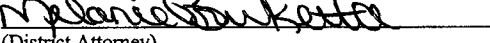

Explanation of Impact: If approved the below referenced account could be decreased by \$164,800.00.

Funding Source: 220-0000-419-6520 Roof Replacement Various Facilities as provided in FY 2008/2009.

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. 0809-224, Bid Response from D & D Roofing and Sheet Metal, Inc., and e-mail

Prepared By: Sandy Scott, Purchasing and Contracts Coordinator

Reviewed By:  Date: 5-26-09
(Public Works)
 Date: 5/26/09
(City Manager)
 Date: 5-26-09
(District Attorney)
 Date: 5/26/09
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0809-224 CITY HALL ROOF REPLACEMENT

THIS **CONTRACT** made and entered into this 4th day of June, 2009, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**OWNER**", and D & D Roofing and Sheet Metal, Inc., hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 0809-224**, titled "**City Hall Roof Replacement Project**" are both necessary and in the best interest of **CITY**; and

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

REQUIRED APPROVAL

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

CONTRACT TERM AND LIQUIDATED DAMAGES

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

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

That in the performance of this Contract, an employer shall pay 1½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1½ times the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days with a work week. Employers should refer to NRS 608.018 for further details on overtime requirements.

NOTICE

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

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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Notice to CONTRACTOR shall be addressed to:

D & D Roofing and Sheet Metal, Inc.
Sam Chamberlin, Vice President
P.O. Box 7290
Reno, Nevada 89510
775-685-5555/FAX 775-685-6566
schamberlin@ddroofing.com

Notice to CITY shall be addressed to:

Carson City Purchasing & Contracts
Sandy Scott, Purchasing & Contracts Coordinator
201 North Carson Street Suite 3
Carson City, NV 89701
775-887-2133 extension 30137 / FAX 775-887-2107
SScott@ci.carson-city.nv.us

COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of One Hundred Forty-Nine Thousand, Eight Hundred Dollars and No Cents (\$149,800.00).

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

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

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

CONTRACT TERMINATION

Termination Without Cause:

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

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

Termination for Nonappropriation:

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

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receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR fails to maintain safe working conditions.

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

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

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

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

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

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

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

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

Time to Correct:

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

Winding Up Affairs Upon Termination:

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

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

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

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

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

SCOPE OF WORK

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

CONTRACTOR agrees that the Contract Documents for Bid No. 0809-224 City Hall Roof Replacement Project include, but are not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, herein after referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

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

FAIR EMPLOYMENT PRACTICES

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

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

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.

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

PREFERENTIAL EMPLOYMENT

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

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

ARBITRATION

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

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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.

LIMITED LIABILITY

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

FORCE MAJEURE

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

INDEMNIFICATION

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

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the 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:

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

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

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

INDEPENDENT CONTRACTOR

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his/hers or its own methods and without subjection to the supervision or control of the

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other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

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

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

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

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

COMPLIANCE WITH LEGAL OBLIGATIONS

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

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

WAIVER OF BREACH

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

SEVERABILITY

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

ASSIGNMENT/DELEGATION

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **OWNER**, such

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offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **OWNER**.

CITY OWNERSHIP OF PROPRIETARY INFORMATION

Any files, reports, histories, studies, test, 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 exclusive property of the City of Carson City, Nevada, and such materials shall be delivered into **OWNER'S** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **OWNER**. Notwithstanding the foregoing, **OWNER** shall have no proprietary interest in any materials license for use by **OWNER** that are subject to patent, trademark or copyright protection.

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

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

PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **OWNER** will have duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332,061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONFIDENTIALITY

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

FEDERAL FUNDING

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

CONTRACTOR certified, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification 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.

CONTRACTOR and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101.36.999, inclusive, and any relevant program-specific regulations.

CONTRACTOR and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific

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regulation, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap conditions (including AIDS and AIDS-related conditions).

LOBBYING

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

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

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

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

PROPER AUTHORITY

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

GOVERNING LAW: JURISDICTION

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

ENTIRE CONTRACT AND MODIFICATION

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

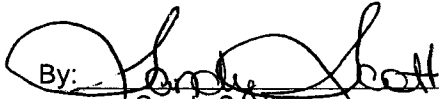
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-224
CITY HALL ROOF REPLACEMENT

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY
Finance Director
Attn: Sandy Scott, Purchasing and
Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-887-2133 ext 30137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

By: 
Sandy Scott

Dated 5-26-09

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

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

By: 
Deputy District Attorney

Dated 5-26-09

CITY'S ORIGINATING DEPARTMENT
BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 Ext. 30367
Fax: 775-887-2164
ABurnham@ci.carson-city.nv.us

By: 

Dated 5-26-09

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 0809-224

CITY HALL ROOF REPLACEMENT

"name of signer" deposes and says: That he is Contractor or authorized agent of Contractor; the he has read the foregoing Contractor; and that he understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Sam Chamberlin

TITLE: Vice President

FIRM: D & D Roofing and Sheet Metal, Inc.

CARSON CITY BUSINESS LICENSE #: 09-54763

NEVADA CONTRACTOR'S LICENSE #: 13598A & B

Address: P.O. Box 7290

City: Reno **State:** Nevada **Zip Code:** 89510

Telephone: 775-685-5555/**Fax:** 775-685-5566

E-mail Address: schamberlin@ddroofing.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 2009, by

(Signature of Notary)

(Notary Stamp)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-224
CITY HALL ROOF REPLACEMENT

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 4, 2009, approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 0809-224** and titled "**City Hall Roof Replacement**". Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 4TH day of June , 2009.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 4th day of June, 2009.

**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# 0809-224 CITY HALL ROOF REPLACEMENT

Date and Time of Opening: May 19, 2009 at 10:10 a.m.

Description		Bidder # 1		Bidder # 2		Bidder # 3	
		D & D Roofing and Sheet Metal, Inc.	Best Contracting Services, Inc.	State Roofing Systems, Inc.			
BONDING Provided, \$, %, or no		5%	10%	5%			
PREFERENTIAL Bidder Status		N/A	N/A	N/A			
BIDDER acknowledges receipt addendums		2	3	3			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price
1 Mobilization/Demobilization and Cleanup	1	LS	\$2,730.00	\$3,500.00	\$3,500.00	\$17,150.00	\$17,150.00
2 Removal of Existing Roofing	1	LS	\$29,400.00	\$42,500.00	\$42,500.00	\$57,000.00	\$57,000.00
3 Lightweight Concrete Deck Repair	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4 Rigid Insulation Repair	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5 Roof Replacement	18,700	SF	\$4.82	\$104,220.00	\$5.24	\$97,988.00	\$107,641.00
6 Walktread	1,500	SF	\$2.30	\$3,450.00	\$3.15	\$4,725.00	\$4,500.00
Total Bid Price:				\$149,800.00		\$158,713.00	\$196,291.00
Total Bid Price written in words? y/n			Yes	Yes	Yes	Yes	Yes
Bidder Information provided? y/n			Yes	Yes	Yes	Yes	Yes
Sub Contractors listed? y/n or none			No	Yes	Yes	Yes	Yes
Bid Document executed? y/n			Yes	Yes	Yes	Yes	Yes
END OF DOCUMENT							

*** Bid Price Based on Contractor's measurements instead of City's, sent an email stating Addendum 3 would not affect his bid price
 *** Scheduled Value was not entered only a lump sum price

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/we D. & D Roofing And Sheet Metal, Inc.
 as Principal, hereinafter called Contractor, and Western Surety Company
 a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and
 firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the
 sum of \$ 5% of Total Amount Bid 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 # 0809-224 and titled "CITY HALL ROOF
 REPLACEMENT".

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

(Seal)

Executed on this 8th day of May 2009

Signature of Principal: 

Title: _____

Firm: D & D Roofing And Sheet Metal, Inc.

Address: P.O. Box 7390

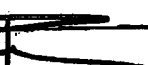
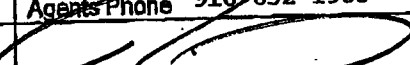
City/State/Zip Code: Reno, NV 89510-7390

Written Name of Principal: _____

ATTEST NAME

Signature of Notary: _____

Subscribed and sworn before me this _____ day of _____ 2009
 (printed name of notary) Notary Public for the State of _____

Name of Principal		Name of Agent	
Name of Surety <u>Western Surety Company</u>		Name of Agent <u>Hucik & Company, Inc.</u>	
Address <u>2210 Plaza Drive, Suite 150</u>		Address <u>21 Natoma Street, Suite 150</u>	
City <u>Rocklin,</u>		City <u>Folsom</u>	
State/Zip Code <u>CA 95765</u>		State/Zip Code <u>CA 95630</u>	
Name <u>Rosalie A. Miszkiel</u>		Agent's Name <u>Thomas R. Hucik</u>	
Title <u>Attorney-in-Fact</u>		Agent's Title <u>President</u>	
Phone <u>877-589-6952</u>		Agent's Phone <u>916-852-1900</u>	
Surety's Acknowledgement 			

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

ACKNOWLEDGMENT

State of California
County of Sacramento

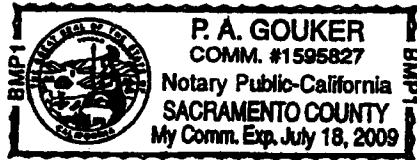
On May 8, 2009 before me, P.A. Gouker, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas R Hucik, Jo Anne Hucik, Rosalie A Miskiel, P A Gouker, Individually

of Folsom, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2006.



WESTERN SURETY COMPANY

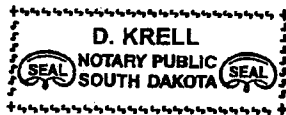
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of May, 2009



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BID PROPOSAL

BID #0809-224

BID TITLE: CITY HALL ROOF REPLACEMENT

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

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

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

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

BIDDER acknowledges receipt of 2 Addendums.

SUMMARY

Description	Quantity	Unit	Unit Price	Total Price
BP.1 Mobilization/ Demobilization and Cleanup	1	LS	\$13.00	\$2,730.00
BP.2 Removal of Existing Roofing	1	LS	\$1,400.00	\$29,400.00
BP.3 Lightweight Concrete Deck Repair	1	FA	\$5,000.00	\$5,000.00
BP.4 Rigid Insulation Repair	1	FA	\$5,000.00	\$5,000.00
BP.5 Roof Replacement	27,205	SF	4.82 per sq. ft.	\$104,220.00
BP.6 Walktread	1,500	SF	2.30 per sq. ft.	\$3,450.00
BP.7 Total Bid Price				\$149,800.00


BP.8 Total Bid Price Written in Words:

One Hundred Forty Nine Thousand Eight Hundred Dollars

BP.9 BIDDER INFORMATION:

Company Name:	D & D Roofing and Sheet Metal, Inc.
Federal ID No.:	88-0140567
Mailing Address:	P.O. Box 7290
City, State, Zip Code:	Reno, NV 89510
Complete Telephone Number:	775-685-5555
Complete Fax Number:	775-685-5566
Fax Number including area code:	775-685-5566

BID PROPOSAL

E-mail:	schamberlin@ddroofing.com
	
Contact Person / Title:	Sam Chamberlin
Mailing Address:	P.O. Box 7290
City, State, Zip Code:	Reno, NV 89510
Complete Telephone Number:	775-685-5555
Complete Fax Number:	775-685-5566
E-mail Address:	schamberlin@ddroofing.com

BP.10 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0013598A&B
License Classification(s):	C15 & C13
Limitation(s) of License:	Unlimited
Date Issued:	4/28/1977
Date of Expiration:	6/30/2010
Name of Licensee:	Ken. P. Dillon
Carson City Business License Number:	54763
Date Issued:	9/17/2002
Date of Expiration:	6/30/2010
Name of Licensee:	Ken P. Dillon

BID PROPOSAL

BP.11 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:	Ken P. Dillon
Address:	P.O. Box 7290
City, State, Zip Code:	Reno, NV 89510
Telephone Number:	775-685-5555
Owner 2) Name:	N/A
Address:	
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	N/A
Name	
Other 2) Title:	N/A
Name:	

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	4/8/1977
Name of Corporation:	D & D Roofing and Sheet Metal, Inc.
Mailing Address	P.O. Box 7290
City, State, Zip Code:	Reno, NV 89510
Telephone Number:	775-685-5555
President's Name:	Ken P. Dillon
Vice-President's Name:	Sam Chamberlin
Other 1) Name:	CJ Ainsworth
Title:	Controller
Other 2) Name:	N/A
Title	

BID PROPOSAL

BP.12 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Sam Chamberlin	21 yrs.
Title 1) Vice President	
Name 2) Sam M. York	5 yrs.
Title 2) Project Manager	
Name 3) Steve Widmer	9 yrs.
Title 3) General Superintendent	
Name 4) Catarino Chavez	11 yrs.
Title 4) Assistant Superintendent	
Name 5) Al Trejo	15 yrs.
Title 5) Safety Manager	
Name 6) N/A	
Title 6)	

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

BID PROPOSAL

BP.13 REFERENCES:

Instructions:

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

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

Company Name 1):	Washoe County School District
Contract Person:	Mike Black
Mailing Address:	333 Holcomb Ave., Suite 300
City, State, Zip Code:	Reno, NV 89502-1648
Complete Telephone Number:	775-789-3840
E-Mail Address:	mblack@washoe.k12.nv.us
Project Title:	Mt. Rose E.S., Verdi E.S., McQueen H.S., Peavine E.S.
Amount of Contract:	1.6 Million Dollars
Scope of Work:	Roof Replacement
Company Name 2):	Churchill County School District
Contract Person:	Mike Beachman
Mailing Address:	755 S. Maine St.
City, State, Zip Code:	Fallon, NV 89406
Complete Telephone Number:	775-423-5415
E-Mail Address:	beachmanm@churchill.k12.nv.us
Project Title:	EC Best E.S., Fallon H.S.
Amount of Contract:	\$980,000.00
Scope of Work:	Roof Replacement
Company Name 3):	Churchill County Unified School District
Contract Person:	Jim Sustacha
Mailing Address:	545 E. Richards St.
City, State, Zip Code:	Fallon, NV 89406
Complete Telephone Number:	
E-Mail Address:	

BID PROPOSAL


Project Title:	Churchill School Gym & Math Building
Amount of Contract	\$90,170.00
Scope of Work:	Roof Replacement
Company Name 4):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

BID PROPOSAL

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

BP. 14

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

 _____ Signature of Authorized Certifying Official Sam Chamberlin _____ Printed Name	Vice President _____ Title 5-19-2009 _____ 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	.05	.000048
2006	.45	.000063

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.

BID PROPOSAL

SUBCONTRACTORS

BP. 15 INSTRUCTIONS: for Subcontractors exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor	Address NONE	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 16 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address NONE	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 17 INSTRUCTIONS: for **all Subcontractors not previously listed** on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address NONE	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

BP. 18 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Sam Chamberlin (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder, and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "0809-224", contract number CITY HALL ROOF REPAIR, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Sam Chamberlin

TITLE: Vice President

FIRM: D & D Roofing and Sheet Metal, Inc.

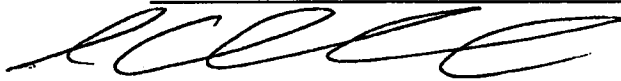
Address: 1000 Glendale Ave.

City, State, Zip: Sparks, NV 89431

Telephone: 775-685-5555

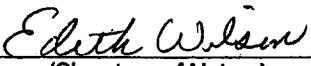
Fax: 775-685-5566

E-mail Address: schamberlin@ddroofing.com


(Signature of Bidder)

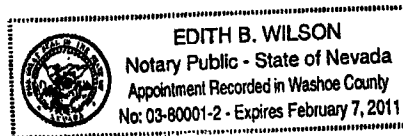
DATED: 5-19-2009

Signed and sworn (or affirmed) before me on this 19 day of May, 2009, by
Sam Chamberlin


(Signature of Notary)

(Notary Stamp)

END OF BID PROPOSAL





NEVADA STATE CONTRACTORS BOARD

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

SPECIALTY CONTRACTOR'S RESTRICTED **CERTIFICATE OF ELIGIBILITY** **PER NRS 338.147 and NRS 338.1389**

CERTIFICATE NUMBER: **SBPC-04-01-28-0056**

D & D ROOFING & SHEET METAL, INC. (HEREIN THE "CONTRACTOR")
NEVADA STATE CONTRACTORS' LICENSE NUMBER: **13598A** ORIGINAL ISSUE
DATE: **04/28/1977** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **C15**
(ROOFING AND SIDING) MONETARY LICENSE LIMIT: **UNLIMITED** STATUS:
ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE
CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE
STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147
AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT
SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF
CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS
338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE
ABOVE-NAMED 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 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 **WHEN ACTING AS A PRIME CONTRACTOR ON THE SPECIFIC**
PUBLIC WORKS PROJECT FOR WHICH THIS CERTIFICATE IS SUBMITTED BY THE
CONTRACTOR.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2009** AND EXPIRES
ON **APRIL 30, 2010**, UNLESS SOONER REVOKED OR SUSPENDED BY THE
NEVADA STATE CONTRACTORS BOARD.



NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI GREIN, EXECUTIVE OFFICER **4-17-2009**



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