

**City of Carson City
Agenda Report**

Date Submitted: August 3, 2011

Agenda Date Requested: August 18, 2011
Time Requested: Five Minutes
Labor Commissioner PWP # CC-2011-323

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1112-046 Carson City Waterfall Fire Watershed Improvements – Phase 3 to V & C Construction, Inc. for a bid amount of \$345,300.00 plus a contingency amount not to exceed \$17,265.00 to be funded from the NRCS 68-9327-10-13 Grant Fund Account as provided in FY 2011/2012. *(Kim Belt)*

Staff Summary: Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Carson City Waterfall Fire Watershed Improvements – Phase 3. This project consists of constructing the remainder of the Kings Canyon Creek sedimentation basin, constructing the Premier Canyon sedimentation basin, raising and realigning a portion of the Carson City Water Treatment Plant (CCWTP) road, minor rock treatments, temporary erosion control, revegetation and all related work associated with this project.

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 V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1112-046 Carson City Waterfall Fire Watershed Improvements – Phase 3 to V & C Construction, Inc. for a bid amount of \$345,300.00 plus a contingency amount not to exceed \$17,265.00 to be funded from the NRCS 68-9327-10-13 Grant Fund Account as provided in FY 2011/2012. *(Kim Belt)*

Explanation for Recommended Board Action: **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on July 6, 2011. The bids were opened at approximately 11:10 a.m. on August 2, 2011 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were Lauren Cowden, Campbell Construction; Dayton Pitts, F & P Construction; Brian Smith, Horizon Construction; Kameron Van Winkle, V & C Construction and Kim Belt, Purchasing and Contracts.

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

Name of Bidder	Total Award Amount
V & C Construction, Inc.	\$345,300.00
F & P Construction	\$418,547.00
A & K Earth Movers, Inc.	\$429,400.00
Campbell Construction	\$445,000.00
Horizon Construction	\$477,550.00

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

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

Engineers Estimate: \$250,000.00

Project Budget: \$275,000.00

Fiscal Impact: Not to exceed \$362,565.00

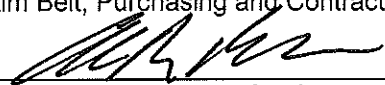

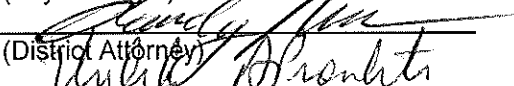
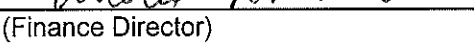
Explanation of Impact: If approved the below referenced account could be decreased by \$362,565.00

Funding Source: NRCS 68-9327-10-13 Grant Fund Account – 254-5047-452-65-90 as provided in FY 2011/2012. There is currently \$275,000.00 budgeted in this account for FY2011/2012. If the Contract is approved, the account will be augmented in FY 2011/2012.

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 No. 1112-046, and Bid Response.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: <u></u>	Date: <u>8-9-11</u>
(Public Works)	
<u></u>	Date: <u>8-9-11</u>
(City Manager)	
<u></u>	Date: <u>8/9/11</u>
(District Attorney)	
<u></u>	Date: <u>8/9/11</u>
(Finance Director)	

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____

(Vote Recorded By)

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

<http://www.carson.org/index.aspx?page=998>

Notice to Contractors Bid# 1112-046 CARSON CITY WATERFALL FIRE WATERSHED IMP. - PHASE 3

Date and Time of Opening: August 2, 2011 at 11:10 am

Description	Bidder # 1		Bidder # 2		Bidder # 3	
	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price
BONDING Provided, \$, %, or no		V & C Construction		F & P Construction		A & K Earth Movers
PREFERENTIAL Bidder Status and Affidavit attached		5%		5%		5%
BIDDER acknowledges receipt addendums		N/A		N/A		N/A
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price
1 Mobilization, Demobilization and Clean-up	1	LS	\$17,500.00	\$17,500.00	\$9,877.00	\$9,877.00
2 Cleaning and Grubbing (includes fence removal -1,400 LF temporary erosion control - 1400 sq. yds.)	1	AC	\$3,300.00	\$3,300.00	\$890.00	\$890.00
3 Approximately 1,450 LF. Temporary erosion control - 1400 sq. yds.	1	LS	\$5,000.00	\$5,000.00	\$4,915.00	\$4,915.00
4 Aggregate Base (-6" deep) and Surface New Access Road and Turnaround with AC Grindings (3" min. depth) and Aggregate Base (6" min. depth). Approximately 470 Cubic Yards.	1	LS	\$24,000.00	\$24,000.00	\$11,375.00	\$11,375.00
5 Concrete New Road and Turnaround with Impervious AC Grindings (3" min. depth) and Aggregate Base (6" min. depth). Approximately 160 Cubic Yards.	1	LS	\$11,500.00	\$11,500.00	\$5,345.00	\$5,345.00
6 Aggregate Base (12" min. depth). Approximately 330 Cubic Yards.	1	LS	\$18,500.00	\$18,500.00	\$15,985.00	\$15,985.00
7 Excavation to 2' depth and screening and Rock Placement. Approximately 31,700 Cubic Yards including 9,000 Cubic Yards Screened Rock.	1	LS	\$170,000.00	\$170,000.00	\$237,965.00	\$237,965.00
8 Approximately 11,700 Cubic Yards.	1	LS	\$19,000.00	\$19,000.00	\$35,100.00	\$35,100.00
9 Install 6" Diameter SDR PVC Pipe.	1300	LF	\$8.00	\$10,400.00	\$7.50	\$9,750.00
10 Install 36" Diameter RCP Structures	2	EA	\$3,800.00	\$7,600.00	\$4,475.00	\$8,950.00
11 Install 36" Diameter 12-gauge Steel Spiral Ribbed Pipe	180	LF	\$75.00	\$13,500.00	\$100.00	\$18,000.00
12 Salvage and Replace Gate Guard, Gates and other Repairs at Treatment Plant Entrance	1	LS	\$10,000.00	\$10,000.00	\$7,275.00	\$7,275.00
13 Revegetation	1	LS	\$35,000.00	\$35,000.00	\$44,220.00	\$44,220.00
Total Bid Price:			\$345,300.00	\$345,300.00	\$418,547.00	\$429,400.00
Total Bid Price written in words? y/n			Y	Y	Y	Y
Bidder Information provided? y/n			Y	Y	Y	Y
Sub Contractors listed? y/n or none			Other	5%	5%	5%
Bid Document executed? y/n			Y	Y	Y	Y

*** Mathematical Error ***

END OF DOCUMENT

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

<http://www.carson.org/index.aspx?page=998>

Notice to Contractors Bid# 1112-046 CARSON CITY WATERFALL FIRE WATERSHED IMP. - PHASE 3

Date and Time of Opening: August 2, 2011 at 11:10 am

Description	Bidder # 4		Bidder # 5		Bidder # 6	
	Unit	Total price	Unit price	Total Price	Unit Price	Total Price
BONDING Provided. \$, %, or no		Campbell Construction	Horizon Construction			
PREFERENTIAL Bidder Status and Affidavit attached		5%	5%			
BIDDER acknowledges receipt addendums		N/A	N/A			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price
1 Mobilization, Demobilization and Clean-up	1	LS	\$17,000.00	\$17,000.00	\$26,000.00	\$26,000.00
2 Clearing and Grubbing (includes fence removal ~1,400 LF)	11	AC	\$2,300.00	\$25,300.00	\$1,750.00	\$19,250.00
3 Temporary erosion control - Place straw wattles.	1	LS	\$5,000.00	\$5,000.00	\$29,000.00	\$29,000.00
4 Aggregate Base (~6" deep) and Surface New Access Road and Turnaround with AC Grindings (3" min. depth) and Aggregate Base (6" min. depth). Approximately 470 Cubic Yards.	1	LS	\$40,000.00	\$40,000.00	\$20,500.00	\$20,500.00
5 Grindings (3" min. depth) and Aggregate Base (6" min. depth). Approximately 160 Cubic Yards.	1	LS	\$12,500.00	\$12,500.00	\$9,000.00	\$9,000.00
6 Aggregate Base (12" min. depth). Approximately 330 Cubic Yards.	1	LS	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00
7 Cartwork - Excavation to Embankment Pit and Sealing and Rock Placement. Approximately 31,700 Cubic Yards including 9,000 Cubic Yards Screened Rock.	1	LS	\$180,000.00	\$180,000.00	\$192,000.00	\$192,000.00
8 Cartwork - Excavation to Spill at right canyon.	1	LS	\$35,000.00	\$35,000.00	\$43,000.00	\$43,000.00
9 Install 6" Diameter SDR PVC Pipe.	1300	LF	\$20.00	\$26,000.00	\$14.00	\$18,200.00
10 Install 36" Diameter Steel Spiral Ribbed Pipe	2	EA	\$11,000.00	\$22,000.00	\$6,000.00	\$12,000.00
11 (60" Diameter RCP Risers and Footings, and Inlet Grates)	180	LF	\$100.00	\$18,000.00	\$120.00	\$21,600.00
12 Salvage and Replace Gate Guard, Gates and other Repairs at Treatment Plant Entrance	1	LS	\$4,000.00	\$4,000.00	\$25,000.00	\$25,000.00
13 Revegetation	1	LS	\$44,200.00	\$44,200.00	\$47,000.00	\$47,000.00
Total Bid Price:			\$445,000.00	\$445,000.00	\$477,550.00	\$477,550.00
Total Bid Price written in words? y/n			Y	Y	Y	Y
Bidder Information provided? y/n			Y	Y	Y	Y
Sub Contractors listed? y/n or none			5%	5%	5%, Other	5%, Other
Bid Document executed? y/n			Y	Y	Y	Y

END OF DOCUMENT

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1112-046
CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS
– PHASE 3**

THIS **CONTRACT** made and entered into this 18th day of August, 2011, 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 "V & C Construction, Inc." hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager 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. 1112-046, titled "**CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS – PHASE 3**" 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.

CONTRACT TERM AND LIQUIDATED DAMAGES

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

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

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

NOTICE

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

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

Notice to CONTRACTOR shall be addressed to:

Raymond Van Winkle, President
V & C Construction, Inc.
P.O. Box 1269
Minden, NV 89423
775-782-4099/FAX 775-782-4096
vcconstructioninc@yahoo.com

Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
KBelt@carson.org

COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of "Three Hundred and Forty Five Thousand Three Hundred Dollars and No Cents" (\$345,300.00).

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

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unabsorbed overhead, in the event of a convenience termination.

Termination for Nonappropriation:

The continuation of this Contract beyond June 30, 2012 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. CITY may terminate this Contract, and CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

CITY may terminate this Contract if CONTRACTOR:

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

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

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

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

CONTRACTOR fails to maintain safe working conditions.

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

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

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

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

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

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

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

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

Time to Correct:

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

Winding Up Affairs Upon Termination:

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

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

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

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

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

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SCOPE OF WORK

The parties agree that the scope of work will be specifically described and hereinafter referred to as the **WORK**. This Contract incorporates the following attachments, a **CONTRACTOR'S** attachment shall not 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. 1112-046 include, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, herein after referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

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

FAIR EMPLOYMENT PRACTICES

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

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

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

PREFERENTIAL EMPLOYMENT

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

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

ALTERNATIVE DISPUTE RESOLUTION

Pursuant to Nevada Revised Statute 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arising between **OWNER** and **CONTRACTOR** cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree

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that, before judicial may be initiated, **OWNER** and **CONTRACTOR** will submit the dispute to non-binding mediation. **OWNER** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **OWNER**. The person selected as mediator shall determine the rules governing the mediation.

LIMITED LIABILITY

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

FORCE MAJEURE

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

INDEMNIFICATION

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

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

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

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

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

INDEPENDENT CONTRACTOR

An independent contractor is a natural person, firm or corporation who agrees to perform services for a

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1112-046
CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS
- PHASE 3**

fixed price according to his/her or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

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

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

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

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

COMPLIANCE WITH LEGAL OBLIGATIONS

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

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

WAIVER OF BREACH

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

SEVERABILITY

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

ASSIGNMENT/DELEGATION

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

CITY OWNERSHIP OF PROPRIETARY INFORMATION

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

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

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

PUBLIC RECORDS

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

CONFIDENTIALITY

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

FEDERAL FUNDING

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

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

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

LOBBYING

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

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

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

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

PROPER AUTHORITY

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

GOVERNING LAW: JURISDICTION

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

ENTIRE CONTRACT AND MODIFICATION

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


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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: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

By: 
Kim Belt

Dated 8/9/11

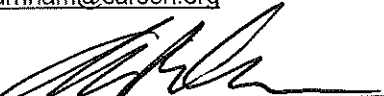
CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

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

By: 
Deputy District Attorney

Dated 8/9/11

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. 7367
Fax: 775-887-2164
ABurnham@carson.org

By: 

Dated 8-9-11

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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- PHASE 3

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

CONTRACTOR

BY: Raymond Van Winkle

TITLE: President

FIRM: V & C Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 11-00024746

NEVADA CONTRACTOR'S LICENSE #: 21752

Address: P.O. Box 1269

City: Minden **State:** Nevada **Zip Code:** 89423

Telephone: 775-782-4099/**Fax:** 775-782-4096

E-mail Address: vcconstructioninc@yahoo.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 2011, by Raymond Van Winkle.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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– PHASE 3**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 18, 2011 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1112-046** and titled "**CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS – PHASE 3**". 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 18th day of August, 2011.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 18th day of August, 2011.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
1112-046
CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS
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PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called Contractor, and

_____ 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 \$ _____ Dollars(state sum in Words) _____

_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated August 18, 2011, entered into a contract with the City for **BID # 1112-046** and titled "**CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS - PHASE 3**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called Contractor, and _____ 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 \$ _____ Dollars (state sum in words) _____
_____ for
the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated July 21, 2011 entered into a contract with the
City for **BID # 1112-046** and titled "**CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS –
PHASE 3**" in accordance with drawings and specifications prepared by Carson City and which contract is by
reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for BID #1112-046 and titled "CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS – PHASE 3"

- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

BY:	(signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this day of , 2011	

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

Name of Surety	
Address	
City	
State/Zip Code	
Name	
Title	
Telephone	
Surety's Acknowledgment:	
By:	

NOTICE:

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

BID PROPOSAL

BID BOND

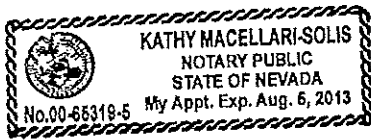
KNOW ALL MEN BY THESE PRESENTS, that I/We V & C Construction, Inc.
 as Principal, hereinafter called Contractor, and SureTec Insurance Company
 a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and
 firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum
 of \$ 5% of the total amount of the bid Dollars
 (state sum in words) Five percent of the total amount of the 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 # 1112-046** and titled **"CARSON CITY WATERFALL FIRE
 WATERSHED IMPROVEMENTS - PHASE 3"**,

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

Executed on this 26th day of July 2011
 Signature of Principal: [Signature]
 Title: President
 Firm: V & C Construction, Inc.

(Seal)



Address: P. O. Box 1269
 City/State/Zip Code: Minden, NV 89423
 Written Name of Principal: Raymond W. Van Winkle
 ATTEST NAME
 Signature of Notary: [Signature]

Subscribed and sworn before me this 26th day of July 2011
 (printed name of notary) Kathy Macellari-Solis 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 SureTec Insurance Company
 Address 9737 Great Hills Trail #320
 City Austin
 State/Zip Code TX 78759
 Name SureTec Insurance Company
 Title Claim Department
 Phone 512/732-0095
 Surety's Acknowledgement [Signature]

Name of Local Agent Ferguson Leavitt Insurance
 Address 1662 Highway 395 #101
 City Minden
 State/Zip Code NV 89423
 Agent's Name Janie Ferguson
 Agent's Title Attorney-in-Fact
 Agents Phone 775/782-5489

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.



**THIS RIDER MODIFIES COVERAGE TERMS IN THE BOND TO WHICH IT IS
ATTACHED**

To obtain information, make a complaint or assert a claim, or if you have a dispute concerning your premium, you should call the Surety's toll free telephone number for information at: (866) 732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

Terrorism Risk Exclusions

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, acts of terrorism, riot, civil insurrection, acts of war or armed hostilities or other national or international calamity, directly or indirectly frustrating performance of, or directly or indirectly causing any loss or damage under, the Construction Contract for which this Bond was issued.

**Important Notice Regarding
Calculation of Premium**

Adjustments to the contract price entitle the Surety to adjust premium charged. Adjustments in premium charged reflect the adjustment in risk to Surety, not a change in the bond amount. Notwithstanding anything to the contrary in the Construction Contract and Bond, adjustments to the contract price or the premium charged shall not change the bond amount.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Janie Ferguson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/12 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:


Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

SURETEC INSURANCE COMPANY


By: 
B.J. King, President



State of Texas ss:
County of Harris

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore; the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of July, 2011, A.D.


M. Brent Beaty, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We _____

as Principal, hereinafter called Contractor, and _____

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 \$ _____ Dollars

(state sum in words) _____

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, identified as **BID # 1112-046** and titled "CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS - PHASE 3".

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

Executed on this _____ day of _____ 2011

Signature of Principal: _____

Title: _____

Firm: _____

Address: _____

City/State/Zip Code: _____

Written Name of Principal: _____

ATTEST NAME

Signature of Notary: _____

Subscribed and sworn before me this _____ day of _____ 2011

(printed name of notary) _____ Notary Public for the State of _____

Claims Under this Bond May be Addressed to: Nevada Resident Agent Information
Complete for out of state bonding companies

Name of Surety

Name of Local Agent

Address

Address

City

City

State/Zip Code

State/Zip Code

Name

Agent's Name

Title

Agent's Title

Phone

Agents Phone

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.

BID PROPOSAL

BID # 1112-046

BID TITLE: CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS - PHASE 3

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

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

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

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

BIDDER acknowledges receipt of 1 Addendums. *plw*

SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
BP.1 Mobilization, Demobilization and Clean-up	1	LS	12,500 ⁻	12,500 ⁻
BP.2 Clearing and Grubbing (includes fence removal ~1,400 LF)	11	AC	300 ⁻	3,300 ⁻
BP.3 Temporary Erosion Control - Place Straw Wattles. Approximately 1,450 LF.	1	LS	5,000 ⁻	5,000 ⁻
BP.4 Salvage and Stockpile AC Grindings (~3" deep) and Aggregate Base (~6" deep) and Surface New Access Road and Turnaround with AC Grindings (3" min. depth) and Aggregate Base (6" min. depth). Approximately 470 Cubic Yards.	1	LS	24,000 ⁻	24,000 ⁻
BP.5 Surface New Road and Turnaround with Imported AC Grindings (3" min. depth) and Aggregate Base (6" min. depth). Approximately 160 Cubic Yards.	1	LS	11,500 ⁻	11,500 ⁻
BP.6 Surface New Spillways with Imported AC Grindings or Aggregate Base (12" min. depth). Approximately 330 Cubic Yards.	1	LS	18,500 ⁻	18,500 ⁻
BP.7 Earthwork - Excavation to Embankment Fill and Screening and Rock Placement. Approximately 31,700 Cubic Yards including 9,000 Cubic Yards Screened Rock.	1	LS	170,000 ⁻	170,000 ⁻
BP.8 Earthwork - Excavation to Spoil at Taylor Canyon. Approximately 11,700 Cubic Yards.	1	LS	19,000 ⁻	19,000 ⁻
BP.9 Install 6" Diameter SDR PVC Pipe.	1300	LF	8 ⁻	10,400
BP.10 Install Basin Overflow Structures (60" Diameter RCP Risers and Footings, and Inlet Grates)	2	EA	3,800 ⁻	7,600 ⁻
BP.11 Install 36" Diameter 12-gauge Steel Spiral Ribbed Pipe.	180	LF	75 ⁻	13,500 ⁻
BP.12 Salvage and Replace Cattle Guard, Gates and Other Repairs at Treatment Plant	1	LS	10,000 ⁻	10,000 ⁻

BID PROPOSAL

	Entrance				
BP.13	Revegetation	1	LS	35,000-	35,000-
Total Base Bid Price				\$ 345,300-	

Total Base Bid Price Written in Words:

Three hundred forty five thousand three hundred
dollars $\frac{00}{100}$

BID PROPOSAL

BP.14 BIDDER INFORMATION:

Company Name:	V & C Construction Inc.
Federal ID No.:	88-0177663
Mailing Address:	P.O. Box 1269
City, State, Zip Code:	Minden NV 89423
Complete Telephone Number:	775-782-4099
Complete Fax Number:	775-782-4096
Fax Number including area code:	775-782-4096
E-mail:	vccconstructioninc@yahoo.com

Contact Person / Title:	Raymond VanWinkle - President
Mailing Address:	P.O. Box 1269
City, State, Zip Code:	Minden NV 89423
Complete Telephone Number:	775-782-4099
Complete Fax Number:	775-782-4096
E-mail Address:	vccconstructioninc@yahoo.com

BP.15 LICENSING INFORMATION:

Nevada State Contractor's License Number:	21752
License Classification(s):	A-1,2,3,4,5,6,7,8,9,12,13,15,18,19A,21
Limitation(s) of License:	\$4,700,000-
Date Issued:	3-21-1984
Date of Expiration:	3-31-2013
Name of Licensee:	V & C Construction, Inc
Carson City Business License Number:	11-00024746
Date Issued:	3-28-11
Date of Expiration:	12-31-11
Name of Licensee:	V & C Construction, Inc.

BID PROPOSAL

BP.16 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	12-17-1981
Name of Corporation:	V+C Construction, Inc.
Mailing Address	PO Box 1269
City, State, Zip Code:	Minden NV 89423
Telephone Number:	775-782-4099
President's Name:	Raymond Van Winkle
Vice-President's Name:	
Other 1) Name & Title:	Tooi Van Winkle Secretary/Treasurer

BID PROPOSAL

BP.17 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <i>Raymond Van Winkle</i> Title 1) <i>Owner/Estimator/Supervisor</i>	<i>33</i>
Name 2) <i>Raymond Van Winkle Jr</i> Title 2) <i>Superintendent</i>	<i>22</i>
Name 3) <i>Martin Louch</i> Title 3) <i>Foreman</i>	<i>18</i>
Name 4)	
Title 4)	
Name 5)	
Title 5)	
Name 6)	
Title 6)	

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

BID PROPOSAL

BP.18 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):	As Per Attached - BOOKA
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

BID PROPOSAL

Company Name 3):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
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

SUBCONTRACTORS

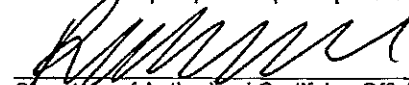
BP.20 INSTRUCTIONS: for Subcontractors exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

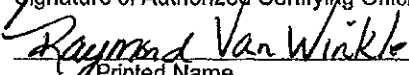
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description 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. 19 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

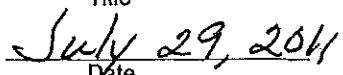
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within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



 Signature of Authorized Certifying Official


 Printed Name



 Title


 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	.77	0
2006	.77	0

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.21 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	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 22 INSTRUCTIONS: for 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 <i>Green Valley Turf</i>	Address <i>PO Box 195 Smith, NV 89436</i>	
Phone <i>775 721-2827</i>	Nevada Contractor License # <i>0050829</i>	Limit of License <i>\$300,000</i>
Description of work <i>landscaping</i>		
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

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

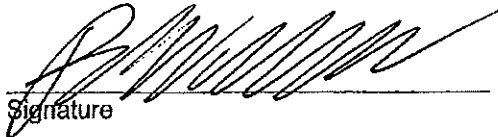
(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Raymond Van Winkle
Name (Please type or print)


Signature

President
Title

BID PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BID PROPOSAL

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. initial award <input type="checkbox"/> d. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bidder above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

BID PROPOSAL

FEDERAL AID PROJECT CARSON CITY BIDDER SUBCONTRACTOR INFORMATION (For subcontractors exceeding one (1) percent of bid amount or \$50,000, which ever is greater)

CONTRACT NO. 1112-046
PROJECT NO. (S). PWP-CC-2011-323

CONTRACTOR V-C Construction, Inc
ADDRESS Box 1269 Minden, NV 89423
BID AMOUNT \$ _____

This information must be submitted by the three lowest bidders within two (2) hours after 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 (2) hours.

NAME OF SUBCONTRACTOR	CONTACT ITEM NO(S).	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	NEVADA LICENSE	
			NO	YES

NOTE: Subscription 108.01 of the Standard Specification and these Special Provision apply to Subletting of any portion of the contract.

[Signature] 7-29-11

CONTRACTOR'S SIGNATURE

DATE

TELEPHONE NO. (775) 782-4899

BID PROPOSAL

FEDERAL AID PROJECT CARSON CITY BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (5) percent of bid amount)

CONTRACT NO. 1112-046
PROJECT NO. (S) PWP-CC-2011-323

CONTRACTOR V+C Construction Inc
ADDRESS Box 1269 Minden, NV 89423
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.

NAME OF SUBCONTRACTOR	CONTACT ITEM NO(S).	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED	NEVADA LICENSE	
			NO	YES

NOTE: Subscription 108.01 of the Standard Specification and these Special Provision apply to Subletting of any portion of the contract.

[Signature] 7-29-11
CONTRACTOR'S SIGNATURE DATE

TELEPHONE NO. 075 782-4099

BID PROPOSAL

BP. 23

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective April 27, 2011, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that at least 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public

work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- For the first report submitted, each contractor and subcontractor should list every worker employed in connection with the public work. The workers listed should be the same as those reported on the certified payroll report.
- For each subsequent month, add only those workers not previously reported to the Workers Employed Report and submit the newly-revised report. If no additional workers have been added, you may submit the previous month's report.
- If a worker has been reported on a previous month's report, but does not work during a subsequent month or is no longer employed by the contractor, his or her name should remain on the report. **DO NOT DELETE ANY NAMES.** This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.

BID PROPOSAL



WORKERS EMPLOYED REPORT

Carson City Waterfall
Project Name: Fire Waterford Improvements Contract Number: Bid # 1112-046
General Contractor: V+C Construction Inc PWP # CC-2011-323
Subcontractor: _____ Date: 8-2-11
Address at which payroll records are maintained:
2576 Newton Rd Unit B Minden NV 89423
Contact Person and Phone Number: Toni VanWinkle - 775-782-4699

Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction

BID PROPOSAL

BP. 24

MATERIAL SUPPLIER REPORT INSTRUCTIONS FOR COMPLETION

Effective April 27, 2011, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that at least 25 percent of the suppliers of the materials used for the public work will be located in Nevada. In order to ensure compliance the prime contractor shall submit with its monthly application for progress payment a Material Supplier Report completed by each contractor engaged on the public work.

- EACH contractor and subcontractor must complete the Material Supplier Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly application for progress payment.
- For the first report submitted, each contractor and subcontractor should list every supplier of materials used in connection with the public work. Include a brief list or description of the materials supplied in the space provided on the report.
- For each subsequent month, add only those suppliers not previously reported to the Material Supplier Report and submit the newly-revised report. If no additional suppliers have been added, you may submit the previous month's report.
- DO NOT DELETE ANY NAMES. This report is intended to serve as a cumulative list of all suppliers of materials over the duration of the project to verify compliance with the minimum requirements of the affidavit.

BID PROPOSAL



MATERIAL SUPPLIER REPORT

Project Name: *Carson City Waterfall*
Fire Washed Improvement Contract Number: *Bid # 1112-046*
General Contractor: *V+C Construction, Inc.* PWP # *CC-2011-323*
Subcontractor: _____ Date: *8-2-11*

Material Supplier Name	Address	Material Supplied

BID PROPOSAL

Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, Raymond Van Winkle, on behalf of the Contractor, V+C Construction Inc. swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. 1112-046, Project Name CC. Washell Fire Station, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of V+C Construction Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 144 on April 27, 2011, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.

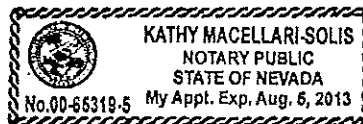
By: Raymond Van Winkle Title: President
Signature: [Handwritten Signature] Date: July 25, 2011

Signed and sworn to (or affirmed) before me on this 25 day of July, 2011,
by Raymond Van Winkle (name of person making statement).

State of Nevada

County of Douglas

[Handwritten Signature] STAMP AND SEAL
Notary Signature



BID PROPOSAL

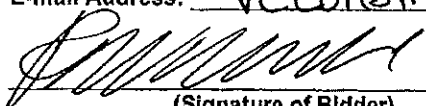
BP.25 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Douglas)

I, Raymond Van Winkle (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (If any), Contract Drawings, Permits (If any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS - PHASE 3", contract number 1112-046, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

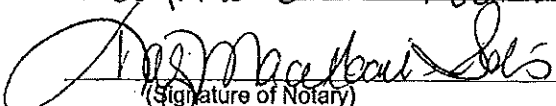
BIDDER:

PRINTED NAME OF BIDDER: Raymond Van Winkle
TITLE: President
FIRM: V+C Construction, Inc
Address: PO Box 1269
City, State, Zip: Minden NV 89423
Telephone: 775 782-4099
Fax: 775-782-4096
E-mail Address: vcconstructioninc@yahoo.com

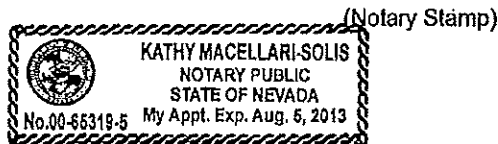

(Signature of Bidder)

DATED: July 25, 2011

Signed and sworn (or affirmed) before me on this 25th day of July, 2011, by Raymond Van Winkle.


(Signature of Notary)

END OF BID PROPOSAL



CONTRACT AWARD

CA.1 METHOD OF AWARD

The Bid, if awarded, will be awarded to the lowest responsive and responsible Bidder based on the Total Base Bid amount, plus or minus any or all Additive or Deductive Alternates, in any combination that is most advantageous to the City. Bidder must bid all items to be responsive and considered for award.

CA.2 TIME OF AWARD

The award, if made, will be within sixty (60) calendar days after the opening of Bids. The City reserves the right to accept or reject any or all Bids received.

CA.3 BONDS

A. Bonds Required

The Contractor agrees that any bonding or guarantee required by this bid shall not be considered as the exclusive remedy of the City for any default in any respect by the 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.

A Performance Bond and a Payment Bond, pursuant to the requirements of NRS 339.025, if not otherwise excluded under the threshold stated in NRS 339.025, in the amount of one hundred percent (100%) of the Contract Amount shall be required of the Contractor prior to execution of the Contract and not later than ten (10) calendar days after receipt 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 Project by the City (Carson City Board of Supervisors or Carson City Regional Transportation Commission). Each of the bonds required must be executed by one or more surety companies authorized to do business in the State of Nevada. Note that individual surety bonds are not acceptable to the City.

B. Bond Forms

The referenced bonds shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by the City, as shown in the following Construction Contract forms.

The Bidder 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/her power of attorney.

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

The referenced Bonds must be issued by a certified surety listed in the Department of the Treasury, Fiscal Service (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

CA.4 INSURANCE REQUIREMENTS

A. General

Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified and pay all taxes and fees incidental hereto. City shall have no liability except as specified in this Contract.

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

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.

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

V C CONSTRUCTION, INC.
STATEMENT OF BIDDERS EXPERIENCE AND FINANCIAL QUALIFICATIONS
SCHEDULE A-PROJECTS COMPLETED IN THE PAST FIVE YEARS

7/21/2011

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Date Completed	Reference Contact Address & Phone
2011 Buckeye Rd(Buckeye Booster to Orchard) Water Transmission Main Installation Minden, NV	Town of Minden	Tim Russell	\$175,400.60	Jun-11	Tim Russell Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 (775) 883-1600
Kingsbury Village Water Metering Project Stataline, NV	KGID	Ralph R. Wenziger	\$535,781.48	Jun-11	Michelle Runzel Kingsbury G. I. D. 160 Pine Ridge Drive Stataline, NV 89449 (775) 588-3548
2010 Buckeye Rd (Heybourne Rd to Virginia Ditch) Water Transmission Main Minden, NV	Town of Minden	Tim Russell	\$463,645.00	May-11	Tim Russell Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 (775) 883-1600
2010 East Valley & Buckeye Water Line Minden, NV	Town of Minden	Tim Russell	\$772,729.20	Feb-11	Tim Russell Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 (775) 883-1600
Lower KGID Water Metering Project Stataline, NV	KGID	Ralph R. Wenziger	\$398,986.36	Dec-10	Michelle Runzel Kingsbury G. I. D. 160 Pine Ridge Drive Stataline, NV 89449 (775) 588-3548
2010 Carson Street Drainage Phase 2 Genoa, NV	Town of Genoa	Tim Russell	\$86,720.00	Dec-10	Tim Russell Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 (775) 883-1600

V C CONSTRUCTION, INC.

7/21/2011

STATEMENT OF BIDDERS EXPERIENCE AND FINANCIAL QUALIFICATIONS
 SCHEDULE A-PROJECTS COMPLETED IN THE PAST FIVE YEARS

East Washington Street Pedestrian Improv Carson City, Nevada	Carson City	Robert Fellows	\$305,015.75	Jun-10	Robert Fellows, P.E. Carson City Public Works 3505 Butti Way Carson City, NV 89701 (775) 887-2355 Ext 30370
Willow Court Subdivision Yerington, Nevada	Yerington Paiute Tribal Housing Authority	Dan Dyer	\$282,260.80	Dec-09	Lee Shaw Yerington Paiute Tribal Housing Authority 31 West Loop Road Yerington, NV 89447 (775) 463-2225
Bridge Street Project Yerington, Nevada	City of Yerington	Gregory Lyman	\$84,374.00	Nov-09	Sierra Brewer Farr West Engineering 5442 Longley Lane, Suite B Reno, NV 89511 (775) 851-4788
Al Tahoe Erosion Control Project 1 - Stage 1 South Lake Tahoe, California	City of South Lake Tahoe	Stan Hill	\$540,686.70	Oct-09	Cynthia Gillis City of South Lake Tahoe 1052 Tata Lane South Lake Tahoe, CA 96150 (530) 542-7415
Cal Tran Contract No. 09-2588014 Bishop, California	Cal Trans	Truman Denio	\$2,076,223.55	May-09	Gerry Jensen Qualcon Contractor, Inc. 1645 Esmeralda Avenue Minden, NV 89423 (775) 782-2006
South Second Street Improvements Bishop, California	City of Bishop	Deston Dishion	\$692,790.88	Jun-09	David Grah City of Bishop 377 West Line Street Bishop, CA 93514 (760) 873-8458
2008 County Road Ditch Project Minden, Nevada	Town of Minden	Tim Russell	\$455,429.00	Feb-09	Tim Russell Resource Concepts, Inc. 340 N Minnesota Street Carson City, NV 89703 (775) 883-1600

V C CONSTRUCTION, INC.

7/21/2011

STATEMENT OF BIDDERS EXPERIENCE AND FINANCIAL QUALIFICATIONS
 SCHEDULE A-PROJECTS COMPLETED IN THE PAST FIVE YEARS

Minden Inn Parking Lot
 Minden, Nevada
 Douglas County
 SKR
 \$466,272.87
 Feb-09
 Scott McCullough
 Douglas County
 PO Box 218
 Minden, NV 89423
 (775) 782-6219

Rocky Point Erosion Control Project
 South Lake Tahoe, California
 City of
 South Lake Tahoe
 Stan Hill
 \$3,566,812.35
 Oct-08
 Sarah Hussong-Johnson
 City of South Lake Tahoe
 1052 Tata Lane
 South Lake Tahoe, CA 96150
 (530) 542-6061

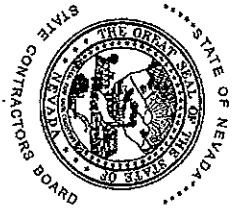
Angora 3 Erosion Control
 South Lake Tahoe, California
 County of El Dorado
 Steve Kooyman
 \$1,324,764.59
 Oct-08
 Steve Kooyman
 Tahoe Engineering
 924B Emerald Bay Rd.
 S.L. Tahoe, Ca 96150
 (530) 573-7900

Carson Indian Colony Nitrate
 Removal
 Carson City, Nevada
 Washoe Tribe of
 Nevada & Calif.
 George Pringle
 \$260,859.00
 Feb-08
 George Pringle
 1395 Greg St, Suite 101
 Sparks, Nv. 89431
 (775)784-5327
 (530) 542-6030

Angora Fire Emergency Rehabilitation
 South Lake Tahoe, California
 County of El Dorado
 Dan Kikkert
 \$427,836.00
 Nov-07
 Dan Kikkert
 Tahoe Engineering
 924B Emerald Bay Rd.
 S.L. Tahoe, Ca 96150
 (530) 573-7900

Christmas Valley Phase 1
 Erosion Control & Sez Enhance
 South Lake Tahoe, California
 El Dorado
 County
 Dan Kikkert
 \$835,232.20
 Oct-07
 Dan Kikkert
 Tahoe Engineering
 924B Emerald Bay Rd.
 S.L. Tahoe, Ca 96150
 (530) 573-7900

Mountain Meadows Drive
 Minden, Nevada
 Incomparable
 Holding Co.
 R.O. Anderson
 Engineering
 \$1,090,592.75
 Sep-07
 Claire Provan
 R.O. Anderson Eng.
 PO Box 2229
 Minden, NV 89423



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-00-03-02-0092

V & C CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 21752 ORIGINAL ISSUE DATE: 03/21/1984 BUSINESS TYPE: CORPORATION CLASSIFICATION: A(1)-AIRPORTS; A(2)-HIGHWAYS; A(3)-DAMS AND RESERVOIRS; A(4)-BRIDGES; A(5)-DIAMOND AND CORE DRILLING; A(6)-DRILLING OF OIL, GAS AND EXPLORATORY WELLS; A(7)-EXCAVATING AND GRADING; A(8)-SEALING AND STRIPING OF ASPHALTIC SURFACES; A(9)-PIERS AND FOUNDATIONS; A(12)-EXCAVATE GRADE TRENCH SURFACE; A(13)-WRECKING BUILDINGS; A(15)-SEWERS, DRAINS AND PIPES; A(16)-PAVING STREETS, DRIVEWAYS, LOTS; A(18)-FARM IRRIGATION; A(19A)-PIPELINE & CONDUITS FOR WATER; A(21)-FENCING AND GUARDRAILS MONETARY LICENSE LIMIT: \$4,700,000 STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON APRIL 1, 2011 AND EXPIRES ON MARCH 31, 2012, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 3-16-2011
FOR MARGI GREIN, EXECUTIVE OFFICER



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

V & C CONSTRUCTION, INC.**Business Entity Information**

Status:	Active	File Date:	12/17/1981
Type:	Domestic Corporation	Entity Number:	C8443-1981
Qualifying State:	NV	List of Officers Due:	12/31/2011
Managed By:		Expiration Date:	
NV Business ID:	NV19811015039	Business License Exp:	12/31/2011

Registered Agent Information

Name:	T. SCOTT BROOKE	Address 1:	1590 FOURTH ST.
Address 2:	STE 100	City:	MINDEN
State:	NV	Zip Code:	89423
Phone:		Fax:	
Mailing Address 1:	PO BOX 2860	Mailing Address 2:	
Mailing City:	MINDEN	Mailing State:	NV
Mailing Zip Code:	89423		
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	\$ 25,000.00
Par Share Count:	25,000.00	Par Share Value:	\$ 1.00

Officers Include Inactive Officers

Secretary - TONI VAN WINKLE			
Address 1:	P.O. BOX 2917	Address 2:	
City:	MINDEN	State:	NV
Zip Code:	89423	Country:	
Status:	Active	Email:	
Treasurer - TONI VAN WINKLE			
Address 1:	P.O. BOX 2917	Address 2:	
City:	MINDEN	State:	NV
Zip Code:	89423	Country:	
Status:	Active	Email:	
Director - TONI VAN WINKLE			
Address 1:	P.O. BOX 2917	Address 2:	
City:	MINDEN	State:	NV
Zip Code:	89423	Country:	
Status:	Active	Email:	
President - RAYMOND W VAN WINKLE, SR.			
Address 1:	P.O. BOX 1269	Address 2:	
City:	MINDEN	State:	NV
Zip Code:	89423	Country:	
Status:	Active	Email:	
Director - RAYMOND W VAN WINKLE, SR.			
Address 1:	P.O. BOX 1269	Address 2:	
City:	MINDEN	State:	NV
Zip Code:	89423	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Incorporation	
Document Number:	C8443-1981-001	# of Pages: 5
File Date:	12/17/1981	Effective Date:
(No notes for this action)		
Action Type:	Registered Agent Change	
Document Number:	C8443-1981-003	# of Pages: 1
File Date:	1/04/1985	Effective Date:
JULIE HELLWINKEL POST OFFICE BOX 603		
1616 HIGHWAY 395 SOUTH MINDEN NV		
Action Type:	Registered Agent Address Change	
Document Number:	C8443-1981-004	# of Pages: 1
File Date:	11/08/1985	Effective Date:
T. SCOTT BROOKE P.O. BOX 226 GENOA		
500 MOTTSVILLE LANE GARDNERVILLE NV 89411		
Action Type:	Registered Agent Address Change	
Document Number:	C8443-1981-005	# of Pages: 1
File Date:	2/14/1992	Effective Date:
T. SCOTT BROOKE P.O. BOX 2860 F B		
1625 HIGHWAY 395 MINDEN NV 89423 F B		
Action Type:	Annual List	
Document Number:	C8443-1981-010	# of Pages: 1
File Date:	12/04/1998	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	C8443-1981-012	# of Pages: 1
File Date:	11/26/1999	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	C8443-1981-009	# of Pages: 1
File Date:	11/01/2000	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	C8443-1981-008	# of Pages: 1
File Date:	11/29/2001	Effective Date:
(No notes for this action)		
Action Type:	Registered Agent Address Change	
Document Number:	C8443-1981-006	# of Pages: 1
File Date:	7/08/2002	Effective Date:
T. SCOTT BROOKE P.O. BOX 2860 DMM		
1590 FOURTH ST. STE. 100 MINDEN NV 89423 DMM		
T. SCOTT BROOKE DMM		
DMM		
Action Type:	Annual List	
Document Number:	C8443-1981-007	# of Pages: 1
File Date:	1/03/2003	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	C8443-1981-011	# of Pages: 1
File Date:	1/08/2004	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	C8443-1981-002	# of Pages: 1
File Date:	1/13/2005	Effective Date:
List of Officers for 2004 to 2005		
Action Type:	Annual List	
Document Number:	20050644571-64	# of Pages: 2
File Date:	12/28/2005	Effective Date:

(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060760454-24	# of Pages:	2
File Date:	11/28/2006	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20070403695-96	# of Pages:	1
File Date:	6/11/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070829570-10	# of Pages:	2
File Date:	12/06/2007	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20080175188-20	# of Pages:	2
File Date:	3/13/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080731286-17	# of Pages:	2
File Date:	11/06/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090869443-55	# of Pages:	2
File Date:	12/18/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100929250-30	# of Pages:	2
File Date:	12/16/2010	Effective Date:	
(No notes for this action)			

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.carson.org/index.aspx?page=998>

NOTICE TO CONTRACTORS
BID #1112-046
CARSON CITY WATERFALL FIRE WATERSHED IMPROVEMENTS-PHASE 3
PWP # CC-2011-323

July 28, 2011

Addendum No. 1

Please make the following additions/changes to the above referenced project.

Make the following changes to the Technical Specifications;

1. Technical Specifications:

Replace REVEGETATION 4. Tackifier paragraph with the following:

The tackifier agent in the hydromulch slurry shall be a Psillium-seed based natural tackifier applied at a rate of 120 pounds per acre, or per the manufacturer's recommendation.

End of Addendum No. 1