

**City of Carson City
Agenda Report**

Date Submitted: January 24, 2014

Agenda Date Requested: February 6, 2014
Time Requested: Consent
Labor Commissioner PWP # CC-2014-071

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that Coons Construction, LLC. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1314-134 Fuji Park/Fairgrounds Maintenance Building to Coons Construction, LLC. for a bid amount of \$75,444.00 plus a contingency amount not to exceed \$7,500.00 to be funded from the Parks and Recreation Capital Projects/Construction Accounts in the General Fund and Residential Construction Tax Fund as provided in FY 2013/2014. (Kim Belt)

Staff Summary: Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Fuji Park/Fairgrounds Maintenance Building. The project consists of constructing a 1680 square foot insulated maintenance building, installing 225' of chain link fence with barb wire and additive alternates to pour a concrete slab within the building and place a type II base driveway and building pad. The project includes all common phases of construction customarily associated with this type of 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 Coons Construction, LLC. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1314-134 Fuji Park/Fairgrounds Maintenance Building to Coons Construction, LLC. for a bid amount of \$75,444.00 plus a contingency amount not to exceed \$7,500.00 to be funded from the Parks and Recreation Capital Projects/Construction Accounts in the General Fund and Residential Construction Tax Fund as provided in FY 2013/2014. (Kim Belt)

Explanation for Recommended Board Action: **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on December 22, 2013. The bids were opened at approximately 11:10 a.m. on January 21, 2014 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were ; Brian Smith, Horizon Construction; Harrison Herrera, Frank Lepori Construction; Joel Brugger, Shaheen Beauchamp; Danny Coons, Coons Construction, LLC.; John McFadden, Ranger Construction; Jace Callender, Reyman Bros. Construction; Michael Howe, Howe Construction, Inc.; Stephanie Hernandez, Building Solutions; Scott Fahrenbruch, Parks and Recreation; Vern Krahn, Parks and Recreation; Darren Anderson, Public Works 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 Bid Amount
Coons Construction, LLC.	\$ 75,444.00
Howe Construction	\$ 81,587.00
Horizon Construction	\$ 86,915.00

Building Solutions	\$ 90,151.10
Ranger Construction	\$ 92,000.00
Reyman Bros. Construction	\$108,085.38
Frank Lepori Construction	\$114,321.74
Shaheen Beauchamp	\$116,232.90

Staff recommends award to Coons Construction, LLC., 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: \$78,000.00

Project Budget: \$84,567.00

Fiscal Impact: Not to exceed \$82,944.00

Explanation of Impact: If approved the below referenced account could be decreased by \$82,944.00.

Funding Source: Parks and Recreation Capital Projects/Construction Accounts: 101-5017-452-70-40 and 350-5000-452-7040 and as provided FY 2013/2014. There currently is \$84,567.00 budgeted in these accounts for FY 2013/2014.

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

Supporting Material: Bid Tabulation Report, Contract No. 1314-134, and Bid Response.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: <u><i>[Signature]</i></u>	Date: <u>1/28/14</u>
(Parks & Recreation)	
<u><i>[Signature]</i></u>	Date: <u>1-28-14</u>
(Public Works)	
<u><i>[Signature]</i></u>	Date: <u>1/28/14</u>
(City Manager)	
<u><i>[Signature]</i></u>	Date: <u>1/28/14</u>
(District Attorney)	
<u><i>[Signature]</i></u>	Date: <u>1/28/14</u>
(Finance Director)	

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Fuji Park/Fairgrounds Maintenance Building
1314-134

THIS **CONTRACT** made and entered into this 6th day of February, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**OWNER**", and "Coons Construction, LLC." hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for Carson City, a consolidated municipality 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. 1314-134**, titled "**Fuji Park/Fairgrounds Maintenance Building**" 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.

For P&C Use Only	
CCBL expires	12/31/14
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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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.

Notice to CONTRACTOR shall be addressed to:

Daniel F. Coons, Managing Member
Coons Construction, LLC.
P.O. Box 1460
Dayton, Nevada 89403
775-721-8822 / FAX 775-246-1669
Danny@Coons.biz

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 "Seventy Five Thousand Four Hundred Forty Four Dollars and No Cents" (\$75,444.00).

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

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

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

CONTRACT TERMINATION

Termination Without Cause:

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

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

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Termination for Nonappropriation:

The continuation of this Contract beyond June 30, 2014 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:

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

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

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

If CITY terminates this Contract for one of the reasons stated 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.

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.

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CONTRACTOR agrees that the Contract Documents for Bid No. 1314-134 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.

DAVIS BACON & RELATED ACTS 29CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5)

Each covered contractor or subcontractor must provide a weekly statement of the wages paid to each of its employees engaged in covered work. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on the "Statement of Compliance" form on the back of WH-347 "Payroll (For Contractors Optional Use)" or on any form with identical wording. Within seven days after the regular pay date for the pay period the statement shall be delivered to a representative of the federal or state agency in charge.

NRS 338.070(5) " The record maintained pursuant to subsection 4 must be open at all reasonable hours to the inspection of the public body awarding the contract. The contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month."

CERTIFIED PAYROLLS FOR DAVIS BACON AND PREVAILING WAGE PROJECTS

The higher of the Federal or local prevailing wage rates for Carson City, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this Project. Also, in accordance with NRS 338, the hourly and daily wage rates must be posted at the work site by the Contractor. The Contractor shall ensure that a copy of the Contractor's and Subcontractor's certified payrolls for each calendar week is received by Carson City.

The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Project.

The payroll records shall be certified and shall be submitted weekly to the Construction Manager. Submission of the certified payrolls shall be a condition precedent for processing the monthly progress payment. The General Contractor shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to the City as one complete package.

Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him/her, or is not reported to the City as required by NRS 338.070.

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;

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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 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

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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 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

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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 licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

WAIVER OF BREACH

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

SEVERABILITY

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

ASSIGNMENT/DELEGATION

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

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PUBLIC RECORDS

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

CONFIDENTIALITY

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

FEDERAL FUNDING

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

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

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Fuji Park/Fairgrounds Maintenance Building
1314-134

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. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Fuji Park/Fairgrounds Maintenance Building
1314-134**

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

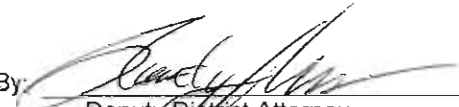
Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
Kim Belt

By: 
Deputy District Attorney

Dated 1/28/14

Dated 1/28/14

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 1-28-14

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Fuji Park/Fairgrounds Maintenance Building
1314-134

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

CONTRACTOR

BY: Daniel F. Coons

TITLE: Managing Member

FIRM: Coons Construction, LLC.

CARSON CITY BUSINESS LICENSE #: 14-00009422

NEVADA CONTRACTOR'S LICENSE #: 38006A & 39195A

Address: P.O. Box 1460

City: Dayton **State:** Nevada **Zip Code:** 89403

Telephone: 775-721-8822 **Fax:** 775-246-1669

E-mail Address: Danny@Coons.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 2014, by Daniel Coons.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Fuji Park/Fairgrounds Maintenance Building
1314-134**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 6, 2014 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1314-134** and titled "**Fuji Park/Fairgrounds Maintenance Building**". 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 6th day of February, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 6th day of February, 2014.

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 February 6, 2014, entered into a contract with the City for **BID # 1314-134** and titled "**Fuji Park/Fairgrounds Maintenance Building**" 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.

PERFORMANCE BOND

Continued for BID # 1143-134 and titled "Fuji Park/Fairgrounds Maintenance Building"

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 ,2014	

**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.

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 February 6, 2014 entered into a contract with
the City for **BID # 1314-134** and titled "**Fuji Park/Fairgrounds Maintenance Building**" 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 #1314-134** and titled "**Fuji Park/Fairgrounds Maintenance Building**"

- 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)
TITLE:	
FIRM:	
Address:	
City, State, Zip	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this day of , 2014	

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

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

Notice to Contractors Bid# 1314-134 Fuji Park/Fairgrounds Maintenance Building

Date and Time of Opening: January 21, 2014 at 11:10 am

Description			Bidder # 1		Bidder # 2		Bidder #3		
			Coens Construction		Howe Construction		Horizon Construction		
BONDING Provided, \$, %, or no			5%		5%		5%		
PREFERENTIAL Bidder Status and Affidavit attached			Y		Y		Y		
BIDDER acknowledges receipt addendums			2		2		2		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-up (SC 4.3.2)	1	LS	\$4,800.00	\$4,800.00	\$4,253.00	\$4,253.00	\$1,000.00	\$1,000.00
2	Maintenance Building (SC 4.3.3)	1	LS	\$58,026.00	\$58,026.00	\$59,561.00	\$59,561.00	\$71,500.00	\$71,500.00
3	8' Chainlink Fence with Barb Wire (SC 4.3.4)	225	LF	\$10.00	\$2,250.00	\$8,819.00	\$8,819.00	\$7.00	\$1,575.00
Subtotal: Schedule A					\$65,076.00		\$72,633.00		\$74,075.00
Schedule B: Bid Additive Alternates									
4	Concrete Slab (SC 4.3.5)	1,680	SF	\$4.100	\$6,888.00		\$6,392.00	\$5.50	\$9,240.00
5	Type II Base Pad and Driveway (SC 4.3.6)	2,400	SF	\$1.450	\$3,480.00		\$2,562.00	\$1.50	\$3,600.00
Subtotal: Schedule B					\$10,368.00		\$8,954.00		\$12,840.00
6	Total Base Bid Price (Schedule A + Schedule B)				\$75,444.00		\$81,587.00		\$86,915.00
Total Bid Price written in words? y/n				Y		Y		Y	
Bidder Information provided? y/n				Y		Y		Y	
Sub Contractors listed? y/n or none				5%, 1%		5%, 1%, other		5%	
Bid Document executed? y/n				Y		Y		Y	
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# 1314-134 Fuji Park/Fairgrounds Maintenance Building

Date and Time of Opening: January 21, 2014 at 11:10 am

Description			Bidder # 4		Bidder # 5		Bidder #6		
			Building Solutions		Ranger Construction		Reyman Brothers		
BONDING Provided, \$, %, or no			5%		5%		5%		
PREFERENTIAL Bidder Status and Affidavit attached			Y		N		N		
BIDDER acknowledges receipt addendums			2		2		2		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-up (SC 4.3.2)	1	LS	\$6,992.000	\$6,992.00	\$8,500.00	\$8,500.00	\$2,000.00	\$2,000.00
2	Maintenance Building (SC 4.3.3)	1	LS	\$57,330.000	\$57,330.00	\$66,510.00	\$66,510.00	\$75,957.54	\$75,957.54
3	8' Chainlink Fence with Barb Wire (SC 4.3.4)	225	LF	\$42.060	\$9,463.50	\$30.76	\$6,921.00		\$8,138.46
Subtotal: Schedule A					\$73,785.50		\$81,931.00		\$86,096.00
Schedule B: Bid Additive Alternates									
4	Concrete Slab (SC 4.3.5)	1,680	SF	\$6.270	\$10,533.60	\$3.59	\$6,031.20		\$10,369.44
5	Type II Base Pad and Driveway (SC 4.3.6)	2,400	SF	\$2.430	\$5,832.00	\$1.89	\$4,536.00		\$1,619.94
Subtotal: Schedule B					\$16,365.60		\$10,567.20		\$11,989.38
6	Total Base Bid Price (Schedule A + Schedule B)				\$90,151.10		\$92,498.20		\$108,085.38
Total Bid Price written in words? y/n				Y		Y		Y	
Bidder Information provided? y/n				Y		Y		Y	
Sub Contractors listed? y/n or none				5%		N		5%	
Bid Document executed? y/n				Y		Y		Y	
END OF DOCUMENT									

Mathematical Error

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

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

Notice to Contractors Bid# 1314-134 Fuji Park/Fairgrounds Maintenance Building

Date and Time of Opening: January 21, 2014 at 11:10 am

Description			Bidder # 7		Bidder # 8		Bidder #9	
			Frank Lepori Construction		Shaheen Beauchamp			
BONDING Provided, \$, %, or no			5%		5%			
PREFERENTIAL Bidder Status and Affidavit attached			Y		Y			
BIDDER acknowledges receipt addendums			2		2			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1								
1								
2								
3								
Subtotal: Schedule A								
Schedule B: Bid Additive Alternates								
4								
5								
Subtotal: Schedule B								
6	Total Base Bid Price (Schedule A + Schedule B)							
Total Bid Price written in words? y/n			Y		Y			
Bidder Information provided? y/n			Y		Y			
Sub Contractors listed? y/n or none			5%		5%, 1%			
Bid Document executed? y/n			Y		Y			
END OF DOCUMENT								

Mathematical Error

BID PROPOSAL

Bid Bond #COONS-18

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Coons Construction, LLC
as Principal, hereinafter called Contractor, and Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and
firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum
of \$ Not to exceed 5% of the bid amount**** Dollars
(state sum in words) Not to exceed 5% of the bid amount****
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 # 1314-134 and titled "Fuji Park/Fairgrounds Maintenance Building".

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 13th day of January 2014

Signature of Principal: _____

Title: _____

Firm: Coons Construction, LLC

Address: 13 Affonso Drive, Ste. B

City/State/Zip Code: Carson City, NV 89706

Written Name of Principal: _____

ATTEST NAME

Signature of Notary: _____

Subscribed and sworn before me this _____ day of _____ 2014

(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 Travelers Casualty and Surety Company of America Name of Local Agent _____

Address One Tower Square Address _____

City Hartford City _____

State/Zip Code CT 06183 State/Zip Code _____

Name Erin Johnson Agent's Name Lesron Insurance Agency, Inc.

Title Erin Johnson, Attorney-in-Fact Agent's Title Attorney-in-Fact

Phone 916-481-8108 Agents Phone 916-481-8108

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 1/13/14 before me, Sandra R. Black, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Erin Johnson
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

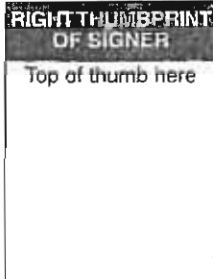
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erin Johnson

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Travelers Casualty and Surety
Company of America

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

TRAVELERS

POWER OF ATTORNEY

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

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

Attorney-In Fact No. 225200

Certificate No. 005628695

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

Sharon J. Rusconi, Sandra R. Black, and Erin Johnson

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2013

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

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



State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 6th day of September, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

BID PROPOSAL

BID # 1314-134

BID TITLE: "Fuji Park/Fairgrounds Maintenance Building"

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

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

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

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

BIDDER acknowledges receipt of 2 Addendums.

SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A: Base bid Items					
BP. 1	Mobilization, Demobilization and Clean-up (SC 4.3.2)	1	LS	4,800.00	4,800.00
BP. 2	Maintenance Building (SC 4.3.3)	1	LS	58,026.00	58,026.00
BP. 3	8' Chainlink Fence with Barb Wire (SC 4.3.4)	225	LF	10.00	2,250.00
	Subtotal: Schedule A				65,076.00
Schedule B: Bid Additive Alternates					
BP. 4	Concrete Slab (SC 4.3.5)	1680	SF	4.10	6,888.00
BP. 5	Type II Base Pad and Driveway (SC 4.3.6)	2400	SF	1.45	3,480.00
	Subtotal: Schedule B				10,368.00
BP. 6	Total Base Bid Price (Schedule A + Schedule B)				\$75,444.00

BP.7 Total Base (Schedule A + Schedule B) Bid Price Written in Words:

Seventy five Thousand Four hundred Forty four dollars and NO cents.

BID PROPOSAL

BP.8 BIDDER INFORMATION:

Company Name:	Coons Construction LLC
Federal ID No.:	26-4176472
Mailing Address:	P.O. Box 1460
City, State, Zip Code:	Dayton NV 89403
Complete Telephone Number:	775-246-1660
Complete Fax Number:	775-246-1669
Fax Number including area code:	775-246-1669
E-mail:	Wes@Coons.biz

Contact Person / Title:	Daniel Coons
Mailing Address:	P.O. Box 1460
City, State, Zip Code:	Dayton NV 89403
Complete Telephone Number:	775-721-8822
Complete Fax Number:	775-246-1669
E-mail Address:	Danny@Coons.biz

BP.9 LICENSING INFORMATION:

Nevada State Contractor's License Number:	38006A & 39195A
License Classification(s):	B-2 & A-7, A-15 and A-19
Limitation(s) of License:	6,400,000 & 6,400,000
Date Issued:	March 9 2009 & March 9 2009
Date of Expiration:	March 31 2015 & March 31 2015
Name of Licensee:	Coons Construction LLC
Carson City Business License Number:	14-00009422
Date Issued:	NOV 27, 2013
Date of Expiration:	Dec 31, 2014
Name of Licensee:	Coons Construction LLC

BID PROPOSAL

BP.10 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: *Coons Construction LLC*

State in which Company is Incorporated: <i>Nevada</i>
Date Incorporated: <i>4-1-2009</i>
Name of Corporation: <i>Coons Construction LLC</i>
Mailing Address: <i>P.O. Box 1460</i>
City, State, Zip Code: <i>Dayton NV 89403</i>
Telephone Number: <i>775-246-1660</i>
President's Name: <i>Daniel F. Coons - Managing Member</i>
Vice-President's Name: <i>Kelly L Coons - Managing Member</i>
Other 1) Name & Title:

BID PROPOSAL

BP.11 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Daniel F Coons Title 1) Managing Member	19

Name 2) Kelly L Coons Title 2) Managing Member	19
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Name 3) Leonel Gutierrez Title 3) head Foreman	15
---	----

Name 4)	
Title 4)	

Name 5)	
Title 5)	

Name 6)	
Title 6)	

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

BID PROPOSAL

BP.12 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): <i>Please See Attached</i>
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:

Description of project	Owner	Engineer	Date Completed	Contract Price	Contact
Virginia City Siphon Line Improvements	Storey County Public Works	Farr-West Engineering	11/29/13	\$ 177,043.00	Chuck Reno Farr-West Engineering 5442 Longly Ln. Suite A Reno NV 89511
Dayton Valley Church	Church of the Nazarene	Peek Engineering	9/1/13	\$ 107,600.00	F&G Construction Gary Gladwill 289 River Boat Rd Dayton NV 89403 775-246-9950
50 Fortune Dr	50 Fortune LLC	Manhard Consulting	6/18/13	\$ 731,660.00	Manhard Consulting Rebecca Bernier 3476 Executive Point Way Carson City NV 89706 775-
VC Pool ADA Building	Storey County Public Works	Berger-Haffigan	6/21/13	\$ 135,573.00	Miles Construction Mike Barrett 61 Industrial Parkway Mound House NV 89706 775-246-3722
2012 River Stabalization	Dayton Valley Conservation District	RO Anderson	1/14/13	\$ 333,632.00	Rich Wilkinson Dayton Valley Conservation District PO Box 3053 Carson City NV 89702 775-883-3525
Station #37 Storage	Dayton Valley Fire District	Big Horn	8/7/12	\$ 191,118.00	Miles Construction Stacy Reid 61 Industrial Pkwy Mound House NV 89706 775-246-3722

Owens Residence	Gary Owens	Berger-Haffigan	8/31/12	\$ 131,676.00	Miles Construction Stacy Reid 61 Industrial Pkwy Mound House NV 89706 775-246-3722
El Centro Market	Herbert Muro	Peek Engineering	8/10/12	\$ 185,957.00	Miles Construction Stacy Reid 61 Industrial Pkwy Mound House NV 89706 775-246-3722
Virginia City StreetScape	Virginia City Public Works	Stantec Engineering	4/27/12	\$ 529,087.00	Storey County Public Works Shannon Gardner 110 Toll Rd. Virginia City NV 89440 775-847-
F&M Mafco	F&M Mafco	Como Engineering	6/29/11	\$ 296,231.00	Miles Construction Stacy Reid 61 Industrial Pkwy Mound House NV 89706 775-246-3722

BID PROPOSAL

BP. 13 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.

Daniel F. Coons
Signature of Authorized Certifying Official

Daniel F. Coons
Printed Name

Managing Member
Title

1-21-14
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
2011	1.00	0
2010	1.10	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.14 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts 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 and per revised NRS 338.141 (as amended by SB268), the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>Coons Construction</i>	Address <i>P.O. Box 1460 Dayton NV 89403</i>	
Phone <i>775-246-1660</i>	Nevada Contractor License # <i>380069 & 39195A</i>	Limit of License <i>6,400,000 & 6,400,000</i>
Description of work <i>All Excavation, Building purchase</i>		
Name of Subcontractor <i>Neut Concrete</i>	Address <i>P.O. Box 2909 Carson City NV 89741</i>	
Phone <i>775-891-2466</i>	Nevada Contractor License # <i>41646</i>	Limit of License <i>1,000,000</i>
Description of work <i>All Concrete Work</i>		
Name of Subcontractor <i>F&G Construction</i>	Address <i>259 River boat Rd Dayton NV 89403</i>	
Phone <i>775-690-2419</i>	Nevada Contractor License # <i>64289, 55700, 55701</i>	Limit of License <i>300,000</i>
Description of work <i>Erection of Building</i>		
Name of Subcontractor <i>R&M Steel Co.</i>	Address <i>P.O. Box 580 Caldwell ID 83606</i>	
Phone <i>208-454-1800</i>	Nevada Contractor License # <i>N/A</i>	Limit of License
Description of work <i>Building Manufacturer</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.15 **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	
<i>Coors Construction LLC</i>	<i>P.O. Box 1460 Dayton NV 89403</i>	
Phone	Nevada Contractor License #	Limit of License
<i>775-246-1600</i>	<i>38006AE391957A</i>	<i>6,400,000 & 6,400,000</i>
Description of work		
<i>All Excavation</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

SUBCONTRACTORS

BP. 16 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address	
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. 17

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 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

Project Name: Fuji Park/Fairgrounds ^{near Bufile} Contract Number : _____
 General Contractor: Coons Construction LLC PWP # CC-2014-071
 Subcontractor: _____ Date: _____
 Address at which payroll records are maintained:
13 Alfonso dr. Suite B Round House NV 89706
 Contact Person and Phone Number: Wes Coons - 775-246-1660

Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction
<u>Please see Attached.</u>		

Employee	Drivers Lisence State	Driver Lisence Number	Date of Bi
Leonel Gutierrez	Oregon	5860531	6/1/70
Wes Coons	Nevada	201099091	1/8/85
Brad Coons	Nevada	202179520	7/13/88
Ryan Coons	Nevada	800606500	10/2/83
Danny Coons	Nevada	201010550	5/1/59
Kelly Coons	Nevada	200823440	10/20/63
Jesus Quezada	Nevada	800298866	5/19/76
Francisco Joya	Nevada	800577993	6/1/80
Colin Breckenridge	Nevada	201796103	5/9/87
Jesus Estrada	Oregon	6776717	12/26/75
Paul Phillips	Nevada	800067462	4/6/72

BID PROPOSAL

Local Preference Affidavit

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

I, Daniel F. Coons, on behalf of the Contractor, Coons Construction LLC, 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. CC-2014-071, Project Name Fuji Park Maintenance building 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 Coons Construction LLC, 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 that 50 percent of the workers employed on the job 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 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 172 effective 7/1/13, 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: Daniel F. Coons Title: Managing Member
Signature: Daniel F. Coons Date: 1-21-2014

Signed and sworn to (or affirmed) before me on this 21 day of January, 2014,
by Daniel F. Coons (name of person making statement).

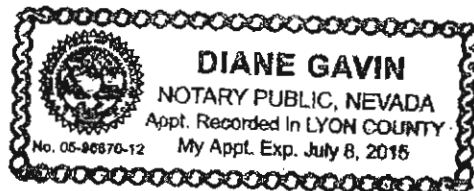
State of Nevada)

County of Lyon) ss.

Diane Gavin

Notary Signature

STAMP AND SEAL



In compliance with the provisions of Chapters 338 of NRS and NAC, respectively, I, as an officer, owner or director of the undersigned contractor, hereby certify that this report is a true and accurate statement of worker's earnings employed on this Public Works contract by the undersigned contractor for the following payroll period:

BID PROPOSAL

Altered to include State of NV Regulations

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

NOT Applicable until under Contract

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

NRS 338.670:

- The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.
- The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.
- Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

BID PROPOSAL

BP.18 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Lyon)

I Daniel F. Coons (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 "Fuji Park/Fairgrounds Maintenance Building", contract number 1314-134, 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: Coons Construction LLC

PRINTED NAME OF BIDDER: Coons Construction LLC - Daniel F. Coons

TITLE: Managing Member

FIRM: Coons Construction LLC

Address: P.O. Box 1460

City, State, Zip: Dayton NV 89403

Telephone: 775-246-1660

Fax: 775-246-1669

E-mail Address: Wgc@Coons.biz

Daniel F. Coons
(Signature of Bidder)

DATED: 1-21-14

Signed and sworn (or affirmed) before me on this 21 day of January, 2014, by

Diane Gavin
(Signature of Notary)

(Notary Stamp)

END OF BID PROPOSAL

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