

**City of Carson City  
Agenda Report**

**Date Submitted:** June 19, 2014

**Agenda Date Requested:** July 3, 2014

**Time Requested:** 5 minutes

**Labor Commissioner PWP #** CC-2014-237

**To:** Mayor and Supervisors

**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To determine that Impact Construction is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1314-194 titled "BMX Track Lighting Project" to Impact Construction for a base bid amount of \$154,894.95 plus Bid Alternate BP.5 of \$14,805.00, for a total bid award of \$169,699.95 with a contingency amount not to exceed \$16,900.00 to be funded from the Capital Projects/Construction Accounts in the Quality of Life Fund, the Residential Construction Tax Fund, and the Grant Fund as currently provided in the FY 2013/2014 budget with the expectation that the budgets will get augmented in FY 2014/2015. (Kim Belt)

**Staff Summary:** Carson City received sealed bids for all labor, materials, tools and equipment necessary for the BMX Track Lighting Project. The Project consists of installing 6 lights around the BMX track and all associated electrical conduit, wiring, boxes and other necessary work as shown in the construction documents. This project also includes an additive alternate to install electrical boxes and underground conduit for the NV Energy and AT&T lines that currently run overhead above the track.

**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 Impact Construction is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1314-194 titled "BMX Track Lighting Project" to Impact Construction for a base bid amount of \$154,894.95 plus Bid Alternate BP.5 of \$14,805.00, for a total bid award of \$169,699.95 with a contingency amount not to exceed \$16,900.00 to be funded from the Capital Projects/Construction Accounts in the Quality of Life Fund, the Residential Construction Tax Fund, and the Grant Fund as currently provided in the FY 2013/2014 budget with the expectation that the budgets will get augmented in FY 2014/2015.

**Explanation for Recommended Board Action:** *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on May 20, 2014. The bids were opened at approximately 11:10 a.m. on June 10, 2014 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Brian Smith, Horizon Construction; Danny Coons, Coons Construction; Zack Doane, Impact Construction; Chris Jensen, Briggs Electric; Reed Dodenbier, Mesquite Electric; Ed Gansberg, Dinter Engineering; Scott McHenry, PAR Electrical; Sheri Russell, Finance; Darren Anderson and Tom Grundy, Public Works; Vern Krahn and Scott Fahrenbruch, Parks and Recreation and Kim Belt, Purchasing and Contracts.

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

<b>Name of Bidder</b>	<b>Total Base Bid Amount + Bid Alt BP.5</b>
Impact Construction	\$169,699.95
Coons Construction	\$180,166.00
Par Electrical	\$180,626.00
Curtis & Sons Construction	\$182,600.00

Mesquite Electric	\$187,600.00
Briggs Electric, Inc.	\$188,098.00
Horizon Construction	\$212,124.00

Staff recommends award to Impact Construction 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:** \$188,955.00

**Project Budget:** There is currently \$199,026.00 budgeted in the 3 accounts for this project.

**Fiscal Impact:** Not to exceed \$169,699.95, plus contingency of \$16,900.



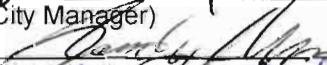
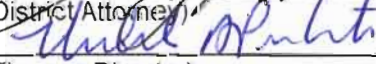
**Explanation of Impact:** If approved the below referenced accounts could be decreased by \$169,699.95 plus contingency of \$16,900.

**Funding Source:** Quality of Life Fund – account number 254-5046-452-70-40 for \$43,171.67 and contingency of \$4,299.36 if needed; Residential Construction Tax Fund – account number 350-5000-452-70-40 for \$34,669.70 and contingency of \$3,452.67 if needed; Grant Fund – account number 275-5017-452-70-40 for \$91,858.58 and contingency of \$9,147.97 if needed. Currently there is \$199,026.00 budgeted in the FY 2013/2014 budget in the above accounts for this project and this money will be moved to the FY 2014/2015 budget via a budget augmentation in January, 2015 if this project is approved.

**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. 1314-194, and Bid Response.

**Prepared By:** Kim Belt, Purchasing and Contracts Manager

<b>Reviewed By:</b> <u></u>	Date: <u>6-24-14</u>
(Public Works)	
<u></u>	Date: <u>6/24/14</u>
(City Manager)	
<u></u>	Date: <u>6/24/14</u>
(District Attorney)	
<u></u>	Date: <u>6/24/14</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.orq/index.aspx?page=998>

Notice to Contractors Bid# 1314-194 BMX Track Lighting Project

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

Description			Bidder # 1		Bidder # 2		Bidder #3		
			Impact Construction		Coons Construction		Par Electrical		
BONDING Provided, \$, %, or no			5%		5%		5%		
PREFERENTIAL Bidder Status and Affidavit attached			N		Y		Y		
BIDDER acknowledges receipt addendums			0		0		0		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>									
1	Mobilization, Demobilization and Cleanup	1	LS	\$8,500.000	\$8,500.000	\$4,200.000	\$4,200.000	\$4,582.000	\$4,582.000
2	BMX Track Lighting System	1	LS	\$146,394.950	\$146,394.950	\$156,143.000	\$156,143.000	\$152,712.000	\$152,712.000
3	<b>Subtotal: Schedule A</b>			\$154,894.950		\$160,343.000		\$157,294.000	
<b>Additive Alternates: Schedule B:</b>									
5	Contractor to Perform Trenching for AT&T and NVE Underground Lines	1	LS	\$14,805.000	\$14,805.000	\$19,823.000	\$19,823.000	\$23,332.000	\$23,332.000
6	<b>Subtotal: Schedule B:</b>			\$14,805.000		\$19,823.000		\$23,332.000	
7	<b>Total Base Bid Price (Schedule A)</b>			\$154,894.950		\$160,343.000		\$157,294.000	
8	<b>Total Bid Price (Schedule (A+B))</b>			<b>\$169,699.950</b>		<b>\$180,166.000</b>		<b>\$180,626.000</b>	
<b>Total Bid Price written in words? y/n</b>									
			Y		Y		Y		
<b>Bidder Information provided? y/n</b>									
			Y		Y		Y		
<b>Sub Contractors listed? y/n or none</b>									
			5%, 1%		5%, 1%		5%		
<b>Bid Document executed? y/n</b>									
			Y		Y		Y		
<b>END OF DOCUMENT</b>									

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

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

Notice to Contractors Bid# 1314-194 BMX Track Lighting Project

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

Description			Bidder # 4		Bidder # 5		Bidder #6		
			Curtis & Sons Construction		Mesquite Electric		Briggs Electric		
BONDING Provided, \$, %, or no			\$8,650.00		5%		5%		
PREFERENTIAL Bidder Status and Affidavit attached			Y		N		Y		
BIDDER acknowledges receipt addendums			0		0		0		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>									
1	Mobilization, Demobilization and Cleanup	1	LS	\$4,000.000	\$4,000.000	\$5,000.000	\$5,000.000	\$7,500.000	\$7,500.000
2	BMX Track Lighting System	1	LS	\$169,000.000	\$169,000.000	\$163,100.000	\$163,100.000	\$150,699.000	\$150,699.000
3	Subtotal: Schedule A			\$173,000.000		\$168,100.000		\$158,199.000	
<b>Additive Alternates: Schedule B:</b>									
5	Contractor to Perform Trenching for AT&T and NVE Underground Lines	1	LS	\$9,600.000	\$9,600.000	\$19,500.000	\$19,500.000	\$29,899.000	\$29,899.000
6	Subtotal: Schedule B:			\$9,600.000		\$19,500.000		\$29,899.000	
7	Total Base Bid Price (Schedule A)			\$173,000.000		\$168,100.000		\$158,199.000	
8	Total Bid Price (Schedule (A+B))			<b>\$182,600.000</b>		<b>\$187,600.000</b>		<b>\$188,098.000</b>	
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%, OTHER		5%		5%, 1%		
Bid Document executed? y/n			Y		Y		Y		
<b>END OF DOCUMENT</b>									

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

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

Notice to Contractors Bid# 1314-194 BMX Track Lighting Project

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

Description			Bidder # 7		Bidder # 8		Bidder #9	
			Horizon Construction					
BONDING Provided, \$, %, or no			5%					
PREFERENTIAL Bidder Status and Affidavit attached			Y					
BIDDER acknowledges receipt addendums			0					
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
<b>Base Bid Items - Schedule A</b>								
1								
	Mobilization, Demobilization and Cleanup	1	LS	\$1,400,000	\$1,400,000	\$0.000		\$0.000
2	BMX Track Lighting System	1	LS	\$196,724,000	\$196,724,000	\$0.000		\$0.000
3	<b>Subtotal: Schedule A</b>				\$198,124,000	\$0.000		\$0.000
4	<b>Additive Alternates: Schedule B:</b>							
5	Contractor to Perform Trenching for AT&T and NVE Underground Lines	1	LS	\$14,000,000	\$14,000,000	\$0.000		\$0.000
6	<b>Subtotal: Schedule B:</b>				\$14,000,000	\$0.000		\$0.000
7	<b>Total Base Bid Price (Schedule A)</b>				\$198,124,000	\$0.000		\$0.000
8	<b>Total Bid Price (Schedule (A+B))</b>				<b>\$212,124,000</b>	<b>\$0.000</b>		<b>\$0.000</b>
<b>Total Bid Price written in words? y/n</b>								
			Y					
<b>Bidder Information provided? y/n</b>								
			Y					
<b>Sub Contractors listed? y/n or none</b>								
			5%, 1%					
<b>Bid Document executed? y/n</b>								
			Y					
<b>END OF DOCUMENT</b>								

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
**1314-194**

THIS **CONTRACT** made and entered into this 3<sup>rd</sup> day of July, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and "Impact Construction." 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. 1314-194, titled "BMX Track Lighting Project"** are both necessary and in the best interest of **CITY**; and

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

**REQUIRED APPROVAL**

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

**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 **CITY** 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 **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** 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 **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. The **CITY** also reserves the right to deduct any amounts due the **CITY** from any monies 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	<u>12/31/14</u>
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
**1314-194**  
**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:

Zack Doane, Owner  
Impact Construction  
P.O. Box 59  
Gardnerville, NV 89410  
775-783-7693/FAX No.775-782-3174  
Impact.08@hotmail.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](mailto:KBelt@carson.org)

**COMPENSATION**

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of "One Hundred Sixty Nine Thousand Six Hundred Ninety Nine Dollars and Ninety Five Cents" (\$169,699.95).

**CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of work performed and accepted and the materials furnished at the Unit and Lump Sum prices shown 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.

**CITY** 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.

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## BMX Track Lighting Project

### 1314-194

#### Termination for Nonappropriation:

All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event that Carson City does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate.

#### 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; or  
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**;



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
**1314-194**

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 **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## BMX Track Lighting Project

### 1314-194

**CONTRACTOR** agrees that the Contract Documents for Bid No. 1314-194 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) requires: " The record maintained pursuant to subsection 4-5 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;

*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*

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
**1314-194**

*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 **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before a judicial may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** 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 **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**LIMITED LIABILITY**

**CITY** 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 **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

**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

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## BMX Track Lighting Project

### 1314-194

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 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.

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

### 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 **CITY'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 **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

**CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** 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. **CITY** 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 **CITY** for honoring such a designation. The failure to so label any

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## BMX Track Lighting Project

### 1314-194

document that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

#### 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**.

#### 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 principle 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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
**1314-194**  
**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  
BMX Track Lighting Project  
1314-194**

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](mailto:KBelt@carson.org)

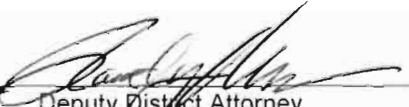
By:   
Kim Belt

Dated 6/20/14

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

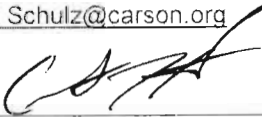
I have reviewed this Contract and approve  
as to its legal form.

By:   
Deputy District Attorney

Dated 6/24/14

**CITY'S ORIGINATING DEPARTMENT**

**BY:** Darren Schulz, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355 Ext. 7367  
Fax: 775-887-2164  
[Darren.Schulz@carson.org](mailto:Darren.Schulz@carson.org)

By: 

Dated 6-24-14



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
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Zack Doane 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:** Zack Doane

**TITLE:** Owner

**FIRM:** Impact Construction

**CARSON CITY BUSINESS LICENSE #:** 14-

**NEVADA CONTRACTOR'S LICENSE #:** 0070995

**Address:** P.O. Box 59

**City:** Gardnerville **State:** NV **Zip Code:** 89410

**Telephone:** 775-783-7693/**FAX No.** 775-782-3174

**E-mail Address:** impact.08@hotmail.com

\_\_\_\_\_  
(Signature of Contractor)

DATED \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss

County of \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, Zack Doane.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
BMX Track Lighting Project  
1314-194**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 3, 2014 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1314-194** and titled "**BMX Track Lighting Project**". 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 3<sup>rd</sup> day of July, 2014.

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this 3<sup>rd</sup> day of July, 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 July 3, 2014, entered into a contract with the City for **BID # 1314-194** and titled "**BMX Track Lighting Project**" 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 # 1143-194 and titled "BMX Track Lighting Project"

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 July 3, 2014 entered into a contract with the  
City for **BID # 1314-194** and titled "**BMX Track Lighting Project**" 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.



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
**1314-194**

THIS **CONTRACT** made and entered into this 3<sup>rd</sup> day of July, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and "Impact Construction." 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. 1314-194**, titled "**BMX Track Lighting Project**" are both necessary and in the best interest of **CITY**; and

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

**REQUIRED APPROVAL**

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

**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 **CITY** 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 **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** 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 **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. The **CITY** also reserves the right to deduct any amounts due the **CITY** from any monies 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	<u>12/31/14</u>
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
**1314-194**  
**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:

Zack Doane, Owner  
Impact Construction  
P.O. Box 59  
Gardnerville, NV 89410  
775-783-7693/FAX No.775-782-3174  
Impact.08@hotmail.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](mailto:KBelt@carson.org)

**COMPENSATION**

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of "One Hundred Sixty Nine Thousand Six Hundred Ninety Nine Dollars and Ninety Five Cents" (\$169,699.95).

**CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of work performed and accepted and the materials furnished at the Unit and Lump Sum prices shown 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.

**CITY** 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.



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
**1314-194**

**Termination for Nonappropriation:**

All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event that Carson City does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate.

**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**;

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## BMX Track Lighting Project

### 1314-194

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 **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

## BMX Track Lighting Project

### 1314-194

**CONTRACTOR** agrees that the Contract Documents for Bid No. 1314-194 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) requires: " The record maintained pursuant to subsection 4-5 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;

*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*

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*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 **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before a judicial may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** 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 **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**LIMITED LIABILITY**

**CITY** 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 **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

**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

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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 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.

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

### 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 **CITY'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 **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

**CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** 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. **CITY** 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 **CITY** for honoring such a designation. The failure to so label any

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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document that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**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**.

**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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**BMX Track Lighting Project**  
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**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  
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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](mailto:KBelt@carson.org)

By:   
Kim Belt

Dated 6/19/14

**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 6/24/14

**CITY'S ORIGINATING DEPARTMENT**

**BY:** Darren Schulz, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355 Ext. 7367  
Fax: 775-887-2164  
[Darren.Schulz@carson.org](mailto:Darren.Schulz@carson.org)

By: 

Dated 6-24-14

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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Zack Doane 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: Zack Doane  
TITLE: Owner  
FIRM: Impact Construction  
CARSON CITY BUSINESS LICENSE #: 14-  
NEVADA CONTRACTOR'S LICENSE #: 0070995  
Address: P.O. Box 59  
City: Gardnerville State: NV Zip Code: 89410  
Telephone: 775-783-7693/FAX No. 775-782-3174  
E-mail Address: impact.08@hotmail.com

\_\_\_\_\_  
(Signature of Contractor)

DATED \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, Zack Doane.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
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**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 3, 2014 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1314-194** and titled "**BMX Track Lighting Project**". 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 3<sup>rd</sup> day of July, 2014.

ATTEST:

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this 3<sup>rd</sup> day of July, 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 July 3, 2014, entered into a contract with the City for **BID # 1314-194** and titled "**BMX Track Lighting Project**" 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 # 1143-194** and titled "**BMX Track Lighting Project**"

<b>BY:</b>	(Signature of Principal)           L.S.
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Phone:</b>	
<b>Printed Name of Principal</b>	
<b>Attest By</b>	<b>(Signature of Notary)</b>
<b>Subscribed and Sworn before me this      day of      ,2014</b>	

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

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

**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 July 3, 2014 entered into a contract with the  
City for **BID # 1314-194** and titled "**BMX Track Lighting Project**" 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 #1314-194** and titled "**BMX Track Lighting Project**"

- 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:	<b>(signature of Principal)</b>   <b>L.S.</b>
TITLE:	
FIRM:	
Address:	
City, State, Zip	
Phone:	
Printed Name of Principal:	
Attest by:	<b>(signature of notary)</b>
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 PROPOSAL

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Zackary M. Doane dba Impact Construction

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 # 1314-194** and titled "**BMX Track Lighting Project**".

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 9th day of June 2014

Signature of Principal: [Signature]

Title: Owner

Firm: Impact Construction

Address: P. O. Box 59

City/State/Zip Code: Gardnerville, NV 89410

Written Name of Principal: Zackary M. Doane

ATTEST NAME

Signature of Notary: [Signature]

Subscribed and sworn before me this 9th day of June 2014

(printed name of notary) Jeanne Jones 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 Claim Department  
 Title  
 Phone 866-732-0099  
 Surety's Acknowledgement [Signature]

Name of Local Agent Ferguson Leavitt Ins. Agency  
 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.



# 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 for:

Five Million and 00/100 Dollars (\$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-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

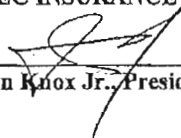
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the 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 20<sup>th</sup> 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 21st day of March, A.D. 2013.

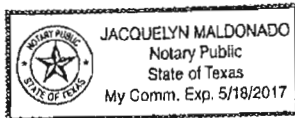
SURETEC INSURANCE COMPANY

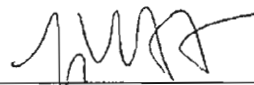
By:   
John Knox Jr., President



State of Texas                    ss:  
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., 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.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

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 9th day of June, 2014, 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.



**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**

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**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.

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**Warranty Time Limitation**

Notwithstanding anything to the contrary in the Bond or bonded contract, in no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty-five (25) months after the date on which Principal has substantially completed the work under such contract.

---

**Exclusion of Liability for  
Mold & Environmental Hazards**

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, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

---

**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.

# BID PROPOSAL

**BID # 1314-194**

**BID TITLE: "BMX Track Lighting Project"**

**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.

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

**BIDDER** acknowledges receipt of 0 Addendums.

**SUMMARY**

	Description	Scheduled Value	Unit	Unit Price	Total Price
<b>Schedule A: Base bid Items</b>					
BP. 1	Mobilization, Demobilization and Clean-up	1	LS	8,500.00	8,500.00
BP. 2	BMX Track Lighting System	1	LS	146,394.95	146,394.95
BP. 3	<b>Total Base Bid Price (Schedule A)</b>			<b>154,894.95</b>	<b>154,894.95</b>
<b>Schedule B: Additive Alternate</b>					
BP. 5	Contractor to Perform Trenching for AT&T and NVE Underground Lines	1	LS	14,805.00	14,805.00
	<b>Subtotal: Schedule B</b>			<b>14,805.00</b>	<b>14,805.00</b>
BP. 6	<b>Total Bid Price (Schedule A + Schedule B)</b>			<b>169,699.95</b>	<b>169,699.95</b>

BP.7 Total (Schedule A + Schedule B) Bid Price Written in Words:  
One Hundred Sixty Nine Thousand, Six Hundred Ninety-Nine Dollars and Ninety Five one hundredths.

# BID PROPOSAL

## BP.8 BIDDER INFORMATION:

Company Name:	Impact Construction
Federal ID No.:	26-1616532
Mailing Address:	P.O. Box 59
City, State, Zip Code:	Gardnerville, NV 89410
Complete Telephone Number:	(775) 783-7693
Complete Fax Number:	(775) 782-3174
Fax Number including area code:	(775) 782-3174
E-mail:	impact.08@hotmail.com

Contact Person / Title:	Zack Doane / owner
Mailing Address:	772 Rubio Way
City, State, Zip Code:	Gardnerville, NV 89460
Complete Telephone Number:	(775) 721-5006
Complete Fax Number:	(775) 782-3174
E-mail Address:	impact.08@hotmail.com

## BP.9 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0070995
License Classification(s):	A
Limitation(s) of License:	\$950,000
Date Issued:	May 09, 2008
Date of Expiration:	May 31, 2016
Name of Licensee:	Impact Construction
Carson City Business License Number:	Will obtain if successful bidder
Date Issued:	
Date of Expiration:	
Name of Licensee:	

# BID PROPOSAL

## BP.10 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

Owner 1) Name:	Zackary Masterson Doane
Address:	772 Rubio Way
City, State, Zip Code:	Gardnerville, NV 89460
Telephone Number:	(775) 721-5006
Owner 2) Name:	
Address:	N/A
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	
Name:	N/A
Other 2) Title:	
Name:	N/A

### Corporation:

State in which Company is Incorporated:	N/A
Date Incorporated:	
Name of Corporation:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:	
President's Name:	
Vice-President's Name:	
Other 1) Name & Title:	

# BID PROPOSAL

## BP.11 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <i>Zackary M. Doane</i>	<i>6+</i>

Title 1) *Owner*

Name 2) <i>Hugh Shannon, Jr.</i>	<i>3</i>
----------------------------------	----------

Title 2) *Foreman*

Name 3)	
---------	--

Title 3)

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):	Praxis (sub contractor for Curtis & Sons Const.)
Contract Person:	Doug Curtis or David Curtis
Mailing Address:	Curtis & Sons Construction, Inc. P.O. Box 2911
City, State, Zip Code:	Minden, NV 89423
Complete Telephone Number:	(775) 782-2728
E-Mail Address:	davecurtis@yahoo.com
Project Title:	Digital 39.5 Middle Mile Project
Amount of Contract:	\$174,853.42
Scope of Work:	Trenching & installing fiber optic cable lines
Company Name 2):	Nevada Division of State Parks
Contract Person:	Bob Beck
Mailing Address:	901 S. Stewart St., Suite 5005
City, State, Zip Code:	Carson City, NV 89701-5248
Complete Telephone Number:	(775) 684-2789
E-Mail Address:	bbeck@parks.nv.gov
Project Title:	Manufactured Ranger Residences at: <sup>South Fork State</sup> Recreation Area, Elko Co.
Amount of Contract:	\$396,440.00
Scope of Work:	Site work and installation of manufactured houses.

# BID PROPOSAL

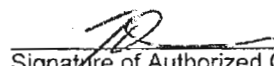
Company Name 3):	Gardnerville Ranchos G.I.D.
Contract Person:	Robert Spellberg or Doug Shaffer
Mailing Address:	931 Mitch Dr.
City, State, Zip Code:	Gardnerville, NV 89460
Complete Telephone Number:	(775) 265-2048
E-Mail Address:	grgid@aol.com
Project Title:	Mitch Park Fishing Pond
Amount of Contract	\$ 337,450.00
Scope of Work:	Site improvements and pond construction
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

## 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.

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
Zackary M. Doane  
 Printed Name

Owner  
 \_\_\_\_\_  
 Title  
06-06-14  
 \_\_\_\_\_  
 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 <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2011	0.92	0
2010	0.92	0

<sup>1</sup> E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

<sup>2</sup> OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

# BID 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>Impact Construction</i>	<i>P.O. Box 59 Gardnerville, NV 89410</i>	
Phone	Nevada Contractor License #	Limit of License
<i>(775) 783-7693</i>	<i>0070995</i>	<i>\$950,000</i>
Description of work		
Name of Subcontractor	Address	
<i>Kruger Electrical Corp.</i>	<i>1876 Pinenut Rd. Gardnerville, NV 89410</i>	
Phone	Nevada Contractor License #	Limit of License
<i>(775) 691-5897</i>	<i>0073186</i>	<i>\$30,000</i>
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.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	Address	
Impact Construction	P. O. Box 59 Gardnerville, NV 89410	
Phone	Nevada Contractor License #	Limit of License
(775) 783-7693	0070995	\$950,000
Description of work		
Name of Subcontractor	Address	
Kruger Electrical Corp.	1876 Pinenut Rd. Gardnerville, NV 89410	
Phone	Nevada Contractor License #	Limit of License
(775) 691-5897	0079186	\$30,000
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

*11:00am*

## 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 <i>Impact Construction</i>	Address <i>P.O. Box 59 Gardnerville, NV 89410</i>	
Phone <i>(775) 783-7693</i>	Nevada Contractor License # <i>0070995</i>	Limit of License <i>\$950,000</i>
Description of work		
Name of Subcontractor <i>Kruger Electrical Corp.</i>	Address <i>1876 Pinenut Rd. Gardnerville, NV 89410</i>	
Phone <i>(775) 691-5897</i>	Nevada Contractor License # <i>0073186</i>	Limit of License <i>\$30,000</i>
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		

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 \_\_\_\_\_

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

\_\_\_\_\_  
(Name of Signatory Party) (Title)  
do hereby state:

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

\_\_\_\_\_  
(Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_ 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:

(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.

4. 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.

5. 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 219.010. 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.

6. 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.

- 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

NAME AND TITLE	SIGNATURE
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.	

BP-15

# BID PROPOSAL

## BP.19 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
 ) SS  
COUNTY OF Douglas )

I Zackary M. Doane (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 "BMX Track Lighting Project", contract number 1314-194, 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:

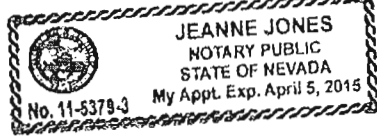
PRINTED NAME OF BIDDER: Zackary M. Doane  
TITLE: Owner  
FIRM: Impact Construction  
Address: P.O. Box 59  
City, State, Zip: Gardnerville, NV 89410  
Telephone: (775) 783-7693  
Fax: (775) 782-3174  
E-mail Address: impact.08@hotmail.com

(Signature of Bidder)

DATED: \_\_\_\_\_

Signed and sworn (or affirmed) before me on this 9<sup>th</sup> day of June, 2014, by Zackary M. Doane

(Signature of Notary)



(Notary Stamp)

END OF BID PROPOSAL