

# BID PROPOSAL

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that I/We Bison Construction, Inc.

as Principal, hereinafter called Contractor, and North American Specialty 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% ----- Dollars

(state sum in words) Five percent of the total amount bid -----

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

**WHEREAS**, the Principal has submitted a bid, identified as **BID #1415-019** and titled "**Fleet Facility Expansion**".

**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 September 2014

Signature of Principal: [Signature]

Title: President

Firm: Bison Construction, Inc.

Address: 455 US Hwy 395

City/State/Zip Code: Carson City /89704

Written Name of Principal: \_\_\_\_\_

ATTEST NAME

Signature of Notary [Signature]

(Seal)



Subscribed and sworn before me this 10th day of September 2014

(printed name of notary) Cathy Menghini 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 Local Agent Phoenix Surety & Insurance Agency, Inc.

Address 1499 SE Tech Center Pl. #150

City Vancouver

State/Zip Code WA/98683

Agent's Name Robert W. Lagler

Agent's Title Non-Resident Agent

Agents Phone 360-892-5840

Name of Surety Company North American Specialty Insurance

Address 960 Broadway Ave. Suite 420

City Boise

State/Zip Code ID/83706

Name [Signature] Robert W. Lagler

Title Attorney-in-Fact

Phone 360-892-5840

Surety's Acknowledgement See Attached

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

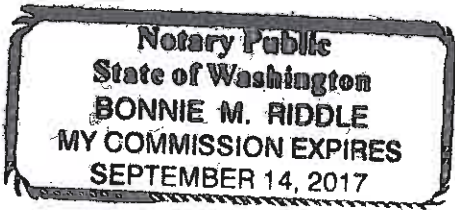
ACKNOWLEDGMENT BY SURETY

STATE OF Washington }  
County of Clark } ss.

On this 9th day of September, 2014, before me personally  
appeared Robert W. Lagler, known to, me to be the Attorney-in-Fact of  
North American Specialty Insurance Company

\_\_\_\_\_, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.



Bonnie M. Riddle

Notary Public in the State of Washington  
County of Clark

**NAS SURETY GROUP**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

ROBERT W. LAGLER and BONNIE RIDDLE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7<sup>th</sup> day of July, 2014.

**North American Specialty Insurance Company  
Washington International Insurance Company**

State of Illinois  
County of Cook ss:

On this 7<sup>th</sup> day of July, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9<sup>th</sup> day of September, 20 14.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

# BID PROPOSAL

**BID # 1415-019**

**BID TITLE: "Fleet Facility Expansion"**

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

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

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

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

**BIDDER** acknowledges receipt of 1, 2, 3 Addendums.

**SUMMARY**

	Description	Scheduled Value	Unit	Unit Price	Total Price
<b>Base Bid Items - Schedule A:</b>					
BP. 1	Mobilization, Demobilization and Clean-Up	1	LS		3,000 <sup>00</sup>
BP. 2	Fleet Facility Expansion	1	LS		1,010,500 <sup>00</sup>
	<b>Subtotal Schedule A:</b>				1,310,500 <sup>00</sup>
<b>Additive Alternates - Schedule B:</b>					
BP. 3	Alternate A - New Trench Drains in Existing Facility	1	LS		31,700 <sup>00</sup>
BP. 4	Alternate B - Wash Bay and Concrete Aprons	1	LS		213,500 <sup>-</sup>
BP. 5	Alternate C - Upper Level Finished to Two Offices and Interior Finishes	1	LS		39,300 <sup>-</sup>
BP. 6	Alternate D - Concrete Aprons on the North and South Side of the New Fleet Facility Expansion at Grid Lines 1 Thru 4	1	LS		52,500 <sup>-</sup>
BP. 7	Alternate E - Demolition of the Existing Interior Two-Story Office/Restroom Wood Structure in the Existing Fleet Maintenance Facility	1	LS		5,000 <sup>00</sup>
BP. 8	Alternate F - Mechanical and Electrical Work in the Existing Building	1	LS		173,500 <sup>00</sup>
	<b>Subtotal Schedule B:</b>				515,500 <sup>00</sup>
BP. 9	<b>Total Base Bid Price (Schedule A + Schedule B)</b>				1,529,000 <sup>00</sup>

**BP.10** Total Base (Schedule A + Schedule B) Bid Price Written in Words:

One million, five hundred, twenty-nine thousand

# BID PROPOSAL

## BP.11 BIDDER INFORMATION:

Company Name:	Bison Construction
Federal ID No.:	88-0210698
Mailing Address:	PO Box 3198
City, State, Zip Code:	Carson City, NV 89702
Complete Telephone Number:	(775) 849-1850
Complete Fax Number:	(775) 849-1884
Fax Number including area code:	
E-mail:	john@bisonconstruction.net

Contact Person / Title:	John Martin Q.E. Project Manager
Mailing Address:	PO Box 3198
City, State, Zip Code:	Carson City, NV 89702
Complete Telephone Number:	(775) 849-1850
Complete Fax Number:	(775) 849-1884
E-mail Address:	john@bisonconstruction.net

## BP.12 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25903
License Classification(s):	B2
Limitation(s) of License:	\$5,000,000. <sup>00</sup>
Date Issued:	5/1984
Date of Expiration:	5/31/2016
Name of Licensee:	Bison Construction
Carson City Business License Number:	14-00004393
Date Issued:	12/11/2013
Date of Expiration:	12/31/2014
Name of Licensee:	Bison Construction

# BID PROPOSAL

## BP.13 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

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

**Corporation:** *Bison Construction*

State in which Company is Incorporated:	<i>Nevada</i>
Date Incorporated:	<i>1984</i>
Name of Corporation:	<i>Bison Construction</i>
Mailing Address	<i>PO Box 3198</i>
City, State, Zip Code:	<i>Carson City, NV 89702</i>
Telephone Number:	<i>(775) 849-1850</i>
President's Name:	<i>Rhonda Martin</i>
Vice-President's Name:	
Other 1) Name & Title:	<i>John Martin Sec/Tres</i>

# BID PROPOSAL

## BP.14 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Rhonda Martin	25

Title 1) President

Name 2) M. John Martin	30
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Title 2) See/Tres

Name 3) Carl Smith	15
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Title 3) Superintendent

Name 4) Ed Iveson	4
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Title 4) Superintendent

Name 5)	
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Title 5)

Name 6)	
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Title 6)

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



# BID PROPOSAL

## BP.15 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)

<b>Company Name 1):</b>
Contract Person:
Mailing Address: <i>See</i>
City, State, Zip Code: <i>Attached</i>
Complete Telephone Number: <i>Sheets</i>
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
<b>Company Name 2):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:



# BID PROPOSAL

<b>Company Name 3):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
<b>Company Name 4):</b>
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

## CONSTRUCTION PROJECTS COMPLETED

### 1: Sharlands Terrace Apartments ADA Retrofit

Jim Brittain (916-425-3789)  
Brittain Commercial  
1435 River Park Dr., Ste. 510  
Sacramento, Ca 95815

This project was the result of a lawsuit by the current owners against the previous owner/developer due to violation of the Americans with Disabilities Act and the Fair Housing Act. We remodeled 152 ground floor units to bring the complex into compliance both of these federal Acts and their associated regulations. This involved removing and replacing 152 bath tubs and surrounds and 48 showers and surrounds with models that were reinforced to allow for the installation of handicap devices that a tenant may require. We also remodeled cabinets, enlarged door openings, and relocated thermostats and bathroom sinks to allow for access to and around the units. Exterior work included the replacement of sidewalks that were out of compliance, the construction of HC ramps all while 96% of the units were occupied.

Total Cost: \$981,799.00 Comp. 2011  
Design Professional: the United States Department of Justice  
Brian McMahon (attorney for defendants) (775-348-2701)

### 2: State purchasing Warehouse Freezer Addition

Robby Oxoby (775)684-4164  
Nevada State Public Works [roxoby@spwb.state.nv.us](mailto:roxoby@spwb.state.nv.us)  
515 E. Musser St., Room 102  
Carson City, NV 89701

Construct 37' x 76' freezer inside an existing warehouse. This required the existing slab to be removed over excavated to allow for insulation, a heated slab, additional insulation and a new cap slab. We erected the freezer box, upgraded the electrical system, installed a refrigeration system to facilitate the owners desired 10° below zero temperatures.

Total Cost: \$391,533.48 Comp. 2011  
Design Professional: Gail Morris  
Ganthner Melby LLC (775) 829-8814  
Reno, NV 89502

### 3: Winnemucca Public Safety Center Police Station

Steve West (775) 623-6333  
City of Winnemucca [wmcadsw@winnemuccacity.org](mailto:wmcadsw@winnemuccacity.org)  
90 West 4<sup>th</sup> Street  
Winnemucca, NV 89445

Remodel existing shop building into a police station complete with offices, restrooms, meeting rooms, training and secure storage areas.

Total Cost: \$704,197.00 Comp. 2011

Design Professional:  
H&K Architects  
Reno, NV

Daron Lynch  
(775) 332-6640

4: 850 Elm Street Building Remodel

John Bland  
Elko County School District  
850 Elm Street  
Elko, NV 89801

(775) 738-2341  
[jbland@elko.k12.nv.us](mailto:jbland@elko.k12.nv.us)

Remodel office space to meet code and school district main office requirements.  
Total Cost: \$882,693.67                      Comp. 2010

Design Professional:

Design Resources Architects  
Boise, ID

(208) 343-5511

5: Berlin Ichthyosaur State Park Ranger Residence

Dion George and Mark Lepire  
Nevada Division of State Parks  
901 S. Stewart St., Ste 5005  
Carson City, NV 89701

(775) 684-2791

[mlepire@parks.nv.gov](mailto:mlepire@parks.nv.gov)

Construct new residence, garage, and extensive photovoltaic system providing power to several others building that was tied into a generating system due to this site being 18 miles off the grid power system. This project was especially challenging due to being 120 miles from any supply source.

Total Cost: \$563,524.62

Design Professional:

Owner/Designer

6: East Fork Fire Station & Paramedic Administration Office

Steve Eisele  
East Fork Fire District  
Minden, NV

(775) 782-9041

Remodel existing building with new addition for an emergency operations facility.

Total Cost: \$644,785.11

Comp. 2009

Design Professional:

Owner/Designer

(775) 782-9041

7: Remodel First Floor Restrooms and Fire Sprinklers

Bill Schultz  
Nevada Dept. of Transportation  
1263 S. Stewart Street  
Carson City, NV 89712

(775) 888-7487

This project consisted of replacing the ceiling, installation of new fire sprinkler, mechanical and lighting. ADA retrofits to the men and women's restrooms, plus all

new ADA parking and landscaping.

Total Cost: \$503,879.00

Comp. 2009

Design Professional:

Ganthner Melby, LLC

(775) 829-8814 Michael Maddox

5190 Neil Road, Ste 231

Reno, NV 89502

8: East Fork Fire Station #12

Steve Eisele

(775) 782-9041

East Fork Fire District

Carson City, NV

Construct new fire station and support facilities. Work included masonry, steel, roof single ply, electrical, mechanical, plumbing, fire sprinkler, communications, alarm, fuel station, exhaust evacuation. Including living quarters for the fire station personnel.

Total Cost: \$2,282,200.00

Comp. 2008

Design Professional:

Project One

(775) 882-2755 Donald Smit

Carson City, NV 89701

9: IVGID Recreation Crew Building

Brad Johnson

(775) 832-1203

Incline Village General Improvement District

Incline Village, NV

Construct two story building; 7500 square foot masonry/wood framed maintenance building and administrative offices.

Total Cost: \$805,181.20

Comp. 2008

Design Professional:

BJG Architecture

(775) 827-1010 Jim

Reno, NV

10: Central Chiller Renovation

Benton Marshall

(775) 684-4141

Nevada State Public Works Board

515 East Musser Street

Carson City, NV 89710

Construct a masonry addition to the existing chiller building including relocating underground water lines and sand oil separator. This building has a structural steel roof structure with membrane roofing. The scope of work included fire suppression system, controls for all new mechanical equipment, new cooling towers and electrical systems to provide power and controls.

Total Cost: \$1,554,412.29

Comp. 2007

Design Professional:

Peterson & Associates

(775) 826-6333 Pete Peterson

1710 East Plumb Lane

Reno, NV 89502

11: Mid-Warehouse Remodel

Joe Gabica (775-789-3838)

Washoe County School District

333 South Holcomb

Reno, NV 89502

This project involved remodeling an existing warehouse facility into offices and restrooms while keeping the existing administrative offices open and conducting business. The work included extensive roof structure upgrades and framing of offices, drywall, flooring and complete electrical, data and HVAC systems.

Total Cost: \$1,635,489.46 Comp. 2007

Design Professional:

Architects + (775) 329-8001

35 Martin Street

Reno, NV 89502

12: Baggage Claim Restroom Remodel

Tony Curatolo (775-328-6461)

Reno Tahoe Airport

2001 East Plumb Lane

Reno, NV 89502

This project involved a complete remodel of both the north and south baggage claim restrooms. All existing interior finishes and fixtures was demolished back concrete floors and stud walls. All refuse was removed from the building during late night working hours. We had to maintain a clean working environment meaning no dust could be found outside of our work area as well as keep the baggage concourse clean and useable by the public. This project had a very high profile due to upcoming events that increased airport traffic. For this reason the project had liquidated damages of \$8,000.00 per day. We turned this project over to the owners 4 days ahead of schedule.

Total Cost: \$1,223,344.52 Comp. 2006

Design Professional:

PBS&J Construction Service (775) 828-1622 Kenneth P. Cruse

555 Double Eagle Court, Ste 200

Reno, NV 89521-8991

13: Emergency Operations Center for the State of Nevada

Craig DeFriez (775) 684-414

Nevada State Public Works Board

515 East Musser Street

Carson City, NV 89710

This project included extensive site work, bringing in new sewer, water, and electrical utilities for this a 35,000 sq. ft. emergency operations center for the State of Nevada. This is a masonry structure with a structural steel roof system with single ply and metal roofing installed over insulated metal decking. This facility houses four

state agencies that would be directly involved in any emergency situation in the state. This facility has fire detection, fire suppression, both FM-200 and sprinklers. There are also extensive electronic and communication control systems linking all divisions of the state who occupy this building. There is a generator and a large UPS system. The HVAC system is very complex, 67 thermostats and is remotely controlled from another location.

Total Cost: \$9,077,012.30

Comp 2006

Design Professional:

Ganthner Melby LLC

(775) 829-8814 Gail Morris

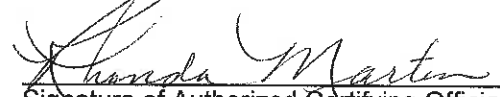
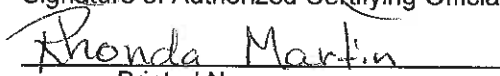
5190 Neil Road

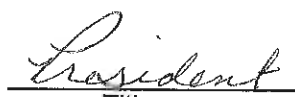
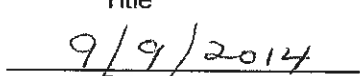
Reno, NV 89502

# BID PROPOSAL

## BP. 16 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
  
 \_\_\_\_\_  
 Printed Name

  
 \_\_\_\_\_  
 Title  
  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### BIDDER'S SAFETY INFORMATION

#### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2013	.860	0
2012	.830	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.17 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 NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>Bison Construction</i>	Address <i>PO Box 3198 Carson City, NV 89702</i>	
Phone <i>(775)849-1850</i>	Nevada Contractor License # <i>25903</i>	Limit of License <i>\$5,000,000<sup>00</sup></i>
Description of work <i>Supervision, Project Management, Carpentry, Labor, Demo, Cleanup</i>		
Name of Subcontractor <i>Schauer Exc.</i>	Address <i>Reno, NV</i>	
Phone <i>823-9115</i>	Nevada Contractor License # <i>34594</i>	Limit of License <i>3,000,000 -</i>
Description of work <i>Site Work</i>		
Name of Subcontractor <i>F+G Construc</i>	Address <i>Dayton NV</i>	
Phone <i>246 9950</i>	Nevada Contractor License # <i>64289</i>	Limit of License <i>300,000 -</i>
Description of work <i>Metal Building</i>		
Name of Subcontractor <i>Haus Plumb+Mech</i>	Address <i>Loyalton CA</i>	
Phone <i>530-993-4270</i>	Nevada Contractor License # <i>0049837A</i>	Limit of License <i>650,000 -</i>
Description of work <i>Plumbing</i>		
Name of Subcontractor <i>Western Pacific Elec</i>	Address <i>Reno, NV</i>	
Phone <i>824-2700</i>	Nevada Contractor License # <i>0055427</i>	Limit of License <i>3,100,000 -</i>
Description of work <i>Electrical</i>		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.17 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 NRS 338.141 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	
<i>Mt Rose Heating</i>	<i>Reno</i>	
Phone	Nevada Contractor License #	Limit of License
<i>329 8384</i>	<i>32146</i>	<i>Unlimited</i>
Description of work		
<i>HVAC</i>		
Name of Subcontractor	Address	
<i>L+H Concrete</i>	<i>Sparks</i>	
Phone	Nevada Contractor License #	Limit of License
<i>323-9079</i>	<i>CS-A34022</i>	<i>1,000,000</i>
Description of work		
<i>Concrete</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

BP. 20

## WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

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



# BID PROPOSAL

## Local Preference Affidavit

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

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

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

~~\*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.~~

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

State of \_\_\_\_\_ )  
\_\_\_\_\_ )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Notary Signature STAMP AND SEAL





# BID PROPOSAL

## BP.21 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
COUNTY OF Washoe ) SS

I Rhonda Martin (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 "Fleet Facility Expansion", contract number **1415-019** Contract Documents, Contract Drawings, and Specifications annexed hereto.

## BIDDER:

PRINTED NAME OF BIDDER: Rhonda Martin

TITLE: President

FIRM: Bison Construction

Address: PO Box 3198

City, State, Zip: Carson City, NV 89702

Telephone: (775) 849-1850

Fax: (775) 849-1884

E-mail Address: john@bisonconstruction.net

Rhonda Martin  
(Signature of Bidder)

DATED: Sept 9, 2014

Signed and sworn (or affirmed) before me on this 9<sup>th</sup> day of September, 2014, by

Cathy Menghini  
(Signature of Notary)



END OF BID PROPOSAL




**BID PROPOSAL**

**CARSON CITY BIDDER – DBE/MBE/WBE INFORMATION**

CONTRACT NO. \_\_\_\_\_ CONTRACTOR Bison Construction  
 PROJECT NO. (S): \_\_\_\_\_ ADDRESS Po Box 3198  
 \_\_\_\_\_ Carson City, NV 89702  
 BID AMOUNT \$ \_\_\_\_\_

*This information must be submitted at the time of bid.*

Name of DBE/MBE/WBE	Contract Item no.	Dollar Amount of Contract	% of Contract	Certification	Description of work or services to be contracted or supplies to be supplied

  
 CONTRACTOR'S SIGNATURE  
 DATE 9/9/2014

## ATTACHMENT C

**Rights and Remedies** - The duties and remedies available thereunder and rights and remedies otherwise imposed. Contractor shall constitute a waiver of any such action or failure to act consistent except as may be specifically agreed

TO BE  
SUBMITTED  
w/BID

contract documents and the rights mitigation of any duties, obligations, or failure to act by City or of them under the contract, nor shall consequence in any breach thereunder,

### LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

### APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000).*

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

## ATTACHMENT C

The Contractor, Bison Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Rhonda Martin Signature of Contractor's Authorized Official  
Rhonda Martin President Name/Title of Contractor's Authorized Official  
9/5/2014 Date

### CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321)

## ATTACHMENT C

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

### **DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **BUY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products (*to be submitted with each bid or offer exceeding \$100,000*).

ATTACHMENT C

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 9/5/2014

Signature [Handwritten Signature]

Company Name Bison Construction

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.