

**City of Carson City
Agenda Report**

Date Submitted: October 23, 2014

Agenda Date Requested: November 6, 2014

Time Requested: 5 minutes

Labor Commissioner PWP # CC-2014-329

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to Nevada Revised Statute (NRS) Chapter 338 and to award Contract No. 1415-063 titled "JohnD Winters Centennial Park ADA Improvements" to V & C Construction, Inc. for a base bid amount of \$98,102.50 plus Additive Alternative #1 \$6,880.00 and a contingency amount not to exceed \$10,498.00 for a total contract amount of \$115,480.50 to be funded from the Capital Projects/Construction Accounts in the Parks and Recreation Quality of Life and Residential Construction Funds as provided in the FY 2014/2015 Budget. *(Kim Belt)*

Staff Summary: Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Centennial Park ADA Improvements Project. The project consists of improving access into and around Centennial Park's Upper Sports Complex by adding new paving, concrete flatwork, concrete curbing, irrigation sleeves, signage, striping and all common phases of construction customarily associated with this type of project.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to Nevada Revised Statute (NRS) Chapter 338 and to award Contract No. 1415-063 titled "JohnD Winters Centennial Park ADA Improvements" to V & C Construction, Inc. for a base bid amount of \$98,102.50 plus Additive Alternative #1 \$6,880.00 and a contingency amount not to exceed \$10,498.00 for a total contract amount of \$115,480.50 to be funded from the Capital Projects/Construction Accounts in the Parks and Recreation Quality of Life and Residential Construction Funds as provided in the FY 2014/2015 Budget. *(Kim Belt)*

Explanation for Recommended Board Action: **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on September 12, 2014. The bids were opened at approximately 1:10 p.m. on October 6, 2014 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Danny Coons, Coons Construction; Scott Fahrenbruch and Vern Krahn, Parks and Recreation; Daren Anderson and Rick Cooley, Public Works and Kim Belt, Purchasing and Contracts.

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

Name of Bidder	Total Base Bid & Alternate #1
V & C Construction, Inc.	\$104,982.50
Sierra View Equipment	\$110,489.00
Coons Construction	\$125,045.50

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

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

Engineers Estimate: \$110,238.00

Project Budget: \$115,480.50

Fiscal Impact: Not to exceed \$115,480.00


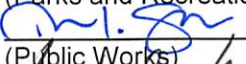
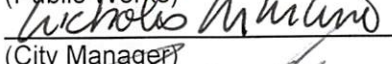

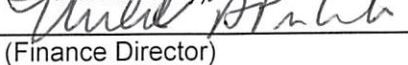
Explanation of Impact: If approved the below referenced accounts could be decreased by \$104,982.50 with a contingency amount not to exceed \$10,498.00 for a total contract amount of \$115,480.50.

Funding Source: Quality of Life Capital Projects/Construction Account 254-5046-452-70-40 for \$104,600.50 and Residential Construction Capital Projects/Construction Account 350-5000-452-70-40 for \$10,880.00, for a total of \$115,480.50. With carryover there will be \$116,785.00 in the Quality of Life Account and \$11,052.00 in the Residential Construction Account for Fiscal year 2014/1015.

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

Supporting Material: Bid Tabulation Report, Contract No. 1415-063, and Bid Response.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: <u></u>	Date: <u>10/25/14</u>
(Parks and Recreation)	
<u></u>	Date: <u>10/28/14</u>
(Public Works)	
<u></u>	Date: <u>10/28/14</u>
(City Manager)	
<u></u>	Date: <u>10/28/14</u>
(District Attorney)	
<u></u>	Date: <u>10/28/14</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.org/index.aspx?page=998>

Notice to Contractors Bid# 1415-063 JohnD Winters Centennial Park ADA Improvements

Date and Time of Opening: October 6, 2014 at 1:10 pm

Description			Bidder # 1		Bidder # 2		Bidder #3		
			V & C Construction		Sierra View Equipment		Coons Construction		
BONDING Provided, \$, %, or no			5%		5%		5%		
PREFERENTIAL Bidder Status and Affidavit attached			Y		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	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up (SC 5.1.2)	1	LS	\$14,000.00	\$14,000.00	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00
2	Erosion Control (SC 5.1.3)	1	LS	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$800.00	\$800.00
3	Site Grading (SC 5.1.4)	1	LS	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00
4	PCC Type 1 Curb and Gutter on 6" Agg. Base (SC 5.1.5)	170	LF	\$22.00	\$3,740.00	\$25.00	\$4,250.00	\$44.05	\$7,488.50
5	PCC Retaining Curb (SC 5.1.6)	175	LF	\$15.00	\$2,625.00	\$18.00	\$3,150.00	\$37.25	\$6,518.75
6	PCC Valley Gutter on 6" Agg. Base (SC 5.1.7)	190	SF	\$12.00	\$2,280.00	\$5.00	\$950.00	\$20.95	\$3,980.50
7	PCC Flatwork (6" Concrete on 6" Agg. Base) (SC 5.1.8)	2515	SF	\$5.25	\$13,203.75	\$6.00	\$15,090.00	\$7.25	\$18,233.75
8	3" Plantmix Bituminous Pavement Type 2 Agg., NV 64-28 W/ 6" Type 2 Ag. Base (SC 5.1.9)	5600	SF	\$3.40	\$19,040.00	\$3.35	\$18,760.00	\$3.55	\$19,880.00
9	4" Plantmix Bituminous Pavement Type 2 Agg., NV 64-28 W/ 8" Type 2 Ag. Base (SC 5.1.10)	4005	SF	\$4.25	\$17,021.25	\$4.20	\$16,821.00	\$4.25	\$17,021.25
10	Permanent AC Pavement Patch (4" AC on 6" Agg. Base) (SC 5.1.11)	565	SF	\$5.50	\$3,107.50	\$4.20	\$2,373.00	\$9.95	\$5,621.75
11	Drainage Swale (6" Minus Drain Rock) (SC 5.1.12)	215	SF	\$9.00	\$1,935.00	\$7.00	\$1,505.00	\$7.00	\$1,505.00
12	4" PVC Irrigation Sleeve (SC 5.1.13)	110	LF	\$20.00	\$2,200.00	\$9.00	\$990.00	\$6.00	\$660.00
13	Relocate Existing Sign (SC 5.1.14)	7	EA	\$250.00	\$1,750.00	\$425.00	\$2,975.00	\$425.00	\$2,975.00
14	Install New Sign (SC 5.1.15)	5	EA	\$400.00	\$2,000.00	\$325.00	\$1,625.00	\$1,100.00	\$5,500.00
15	Concrete Wheel Stop (SC 5.1.16)	7	EA	\$100.00	\$700.00	\$300.00	\$2,100.00	\$395.00	\$2,765.00
16	Adjust Existing Utility/Irrigation Box to Grade (SC 5.1.17)	8	EA	\$500.00	\$4,000.00	\$400.00	\$3,200.00	\$450.00	\$3,600.00
17	All Striping (SC 5.1.18)	1	LS	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$1,498.00	\$1,498.00
18	Subtotal: Schedule A:				\$98,102.500		\$99,289.000		\$117,045.500
Additive Alternates: Schedule B:									
19	Alternate 1: 8' Chainlink Fence Including Gates (No Barb Wire) (SC 5.1.19)	320	LF	\$21.500	\$6,880.000	\$35.000	\$11,200.000	\$25.000	\$8,000.000
20	Alternate 2: PCC Flatwork (4" Concrete on 4" Agg. Base) (SC 5.1.20)	2,400	SF	\$5.000	\$12,000.000	\$5.500	\$13,200.000	\$6.150	\$14,760.000
21	Alternate 3: PCC Flatwork (4" Concrete on 4" Agg. Base) (SC 5.1.21)	1,090	SF	\$5.000	\$5,450.000	\$5.500	\$5,995.000	\$6.200	\$6,758.000
22	Alternate 4: 4" Plantmix Bituminous Pavement Type 2 Agg., NV 64-28 W/ 8" Type 2 Ag. Base (SC 5.1.22)	3880	SF	\$4.250	\$16,490.000	\$4.250	\$16,490.000	\$4.600	\$17,848.000
23	Subtotal: Schedule B:				\$40,820.000		\$46,885.000		\$47,366.000
24	Total Base Bid Price (Schedule A)				\$98,102.500		\$99,289.000		\$117,045.500
25	Total Bid Price (Schedule (A+B))				\$138,922.500		\$146,174.000		\$164,411.500
Total Bid Price written in words? y/n			Y		Y		Y		
Bidder Information provided? y/n			Y		Y		Y		
Sub Contractors listed? y/n or none			5%, 1%		5%, 1%		5%, 1%		
Bid Document executed? y/n			Y		Y		Y		

END OF DOCUMENT

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT
Title: JohnD Winters Centennial Park ADA Improvements
Contract No.: 1415-063

THIS CONTRACT made and entered into this 6th day of November, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and V & C Construction, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does___) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No. 1415-063, titled JohnD Winters Centennial Park ADA Improvements (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 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, and 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:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1415-063 including, 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, hereinafter all 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 of this Contract

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, 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, hereinafter all referred to as Exhibit B, are incorporated herein and made a part of this Contract.

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

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2.2 The attached incorporated General Conditions ("GC") document provides in Section GC 1.3 a "Governing Order of Bidding and Contract Documents," which shall be applicable to this Contract.

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **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 CITY before final payment is made, unless sooner termination by either party as specified in Section 6 (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **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 CITY as a result of delay of the Project, including engineering fees and additional damages due to late construction. CITY also reserves the right to deduct any amounts due CITY from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, 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 within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by CITY on its Finance Department/Bid Opportunities website (www.carson.org), 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, by 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.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Raymond Van Winkle, President
V & C Construction, Inc.
P.O. Box 1269
Minden, NV 89423
email: vcconstructioninc@yahoo.com

4.3 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

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the **WORK** specified in the Contract for the Contract Amount of One Hundred Four Thousand Nine Hundred Eighty Two Dollars and 50/100 (\$104,982.50).

5.2 **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 **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 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**.

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 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.

6.1.2 **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. If termination occurs under this provision, in no event 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 require 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.

6.2 Termination for Nonappropriation:

6.2.1 All payments and **WORK** provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

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

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

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

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6.3.2.2 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 **WORK** or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

6.3.2.5 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

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

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

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

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

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

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

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

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

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

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

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6.3.3.3 Finish the WORK by whatever reasonable method CITY may deem expedient.

6.3.4 If CITY terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 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.

6.3.4.3 In the event of such cause 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.

6.4 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 government authority, CITY may give immediate 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.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 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; and

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

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

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

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

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

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the CITY'S representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the City) **no later than 15 days after the end of the month.**

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for CITY, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the CITY for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by CITY.

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7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional 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:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **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 **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, 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.*

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

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), 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.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), 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.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

11. LIMITED LIABILITY:

CITY will not waive and intends to assert available Nevada Revised Statutes 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 expressly provided for elsewhere in this Contract. 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.

12. 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.

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes 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

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expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 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.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall 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.

14. INDEPENDENT CONTRACTOR:

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the CITY, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 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 WORK 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.

14.3 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.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), 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.

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

15. INSURANCE REQUIREMENTS (GENERAL):

15.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

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These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.

15.2 **CONTRACTOR**, as an independent contractor and not an employee of CITY, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. CITY shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to CITY Purchasing and Contracts, and (2) CITY has approved the insurance policies provided by **CONTRACTOR**.

15.4 Prior approval of the insurance policies by CITY shall be a condition precedent to any payment of consideration under this Contract and CITY'S approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of CITY to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by CITY, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

15.6.1 Final acceptance by CITY of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by CITY under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to CITY under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, **CONTRACTOR** shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by CITY. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by CITY.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each

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insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

15.14 Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 Evidence of Insurance: Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

15.16 Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 15.9 (Additional Insured).

15.18 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

15.19 Review and Approval: Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property

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damage.

15.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

15.22.1 *Minimum Limit required:*

15.22.2 One Million Dollars (\$1,000,000.00).

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 Discovery period: Three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

16. BUSINESS LICENSE:

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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 **WORK** or any 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 Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **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.

18. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or

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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.

19. 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 did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. 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. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of CITY and all such materials shall be delivered into CITY 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 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.

21.2 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.

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

22. PUBLIC RECORDS:

Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. CITY will have the 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 Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend CITY for honoring such a designation. The failure to so label any 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.

23. 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.

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24. FEDERAL FUNDING:

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

24.1.1 **CONTRACTOR** certifies, 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.

24.1.2 **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.

24.1.3 **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 regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

25.1 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:

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

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full

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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 **WORK** performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the **WORK** under this Contract involves a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a 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 ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action 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.

29. 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 of 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.

30. 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.

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

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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.

CITY

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

By: 
Kim Belt

Dated 10/20/14

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 10/28/14

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

By: 

Dated 10/28/14

Account #'s 254-5046-452-70-40
and 350-5000-452-70-40
Project # 020803
Amount \$ 104,982.50

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Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR
BY: Raymond Van Winkle
TITLE: President
FIRM: V & C Construction, Inc.
CARSON CITY BUSINESS LICENSE #: 14-00024746
NEVADA CONTRACTOR'S LICENSE #: 21752
Address: P.O. Box 1269
City: Minden **State:** NV **Zip Code:** 89423
Telephone: 775-267-1967/**FAX No.** 775-267-1968
E-mail Address: vcconstructioninc@yahoo.com

(Signature of Contractor)

DATED _____

STATE OF _____)
County of _____) **ss**

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

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Contract No.: 1415-063

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 6, 2014, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-063** and titled **JohnD Winters Centennial Park ADA Improvements**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 6th day of November, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 6th day of November, 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 _____, entered into a contract with CITY for BID # 1415-063 and titled **JohnD Winters Centennial Park ADA Improvements** in accordance with drawings and specifications prepared by 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 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, 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 CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and 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 CITY or successors of CITY.

LABOR AND MATERIAL PAYMENT BOND

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

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

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter
called CITY, for the \$ _____ Dollars (state sum in words) _____
_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1415-063** and titled **JohnD Winters Centennial Park ADA Improvements** in accordance with
drawings and specifications prepared by 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 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 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. 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 CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, 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 #1415-063 and titled JohnD Winters Centennial Park ADA Improvements

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

BY:	(signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this day of , 20__	

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

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

NOTICE:

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

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS that I/we V&C Construction, Inc.

as Principal, hereinafter called Contractor and Old Republic Surety

a corporation duly organized under the laws of the State of Nevada as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ 5% of total amount bid----- Dollars

(state sum in words) Five percent of 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 # 1416-063 and titled "John D Winters Centennial Park ADA Improvements".

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

Executed on this 26th day of September 2014

Signature of Principal: [Signature]

Title: President

Firm: V&C Construction, Inc.

Address: 2576 Nowlin Rd. #B

City/State/Zip Code: Minden, NV 89423

Written Name of Principal: Raymond VanWinkle

ATTEST NAME

Signature of Notary: [Signature]

Notary Public for the State of Nevada 2014

Subscribed and sworn before me this 6th day of October
(printed name of notary) Jeanne Jones

Claims Under this Bond May be Addressed to:

Nevada Resident Agent Information
Complete for out of state bonding companies

Name of Surety Old Republic Surety Company

Address 10220 SW Greenburg Road #640

City Portland

State/Zip Code OR, 97223

Name [Signature] Robert W. Lagler

Title Attorney-in-Fact

Phone 360-892-5840

Surety's Acknowledgment

Name of Local Agent Leavitt Group

Address 7881 W. Charleston Blvd. #140

City Las Vegas

State/Zip Code NV, 89117

Agent's Name Lisa Stevens

Agent's Title Resident Agent

Agent's Phone 707-382-4010

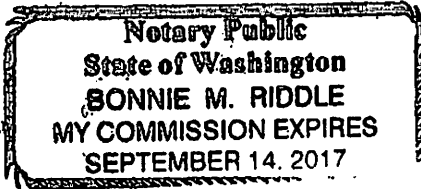
NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for services of process in the State of Nevada. Certified copy of Power of Attorney must be attached

ACKNOWLEDGMENT BY SURETY

STATE OF Washington }
County of Clark } ss.

On this 26th day of September, 2014, before me personally
appeared Robert W. Lagler, known to, me to be the Attorney-in-Fact of
Old Republic Surety 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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ROBERT W. EAGLER, JANICE A LEWTON, OF VANCOUVER, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS (\$5,000,000) FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of SEPTEMBER, 2014.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 12TH day of SEPTEMBER, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78-0101



Signed and sealed at the City of Brookfield, WI this 12th day of September 2014

Janice A. Lewton
Assistant Secretary

PHOENIX SURETY & INSURANCE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

BID PROPOSAL

BID # 1415-063

BID TITLE: "JohnD Winters Centennial Park ADA Improvements"

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 _____ Addendums.

SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
BP. 1	Mobilization, Demobilization and Clean-Up (SC 5.1.2)	1	LS	14,000 ⁻	14,000 ⁻
BP.2	Erosion Control (SC 5.1.3)	1	LS	2,500 ⁻	2,500 ⁻
BP.3	Site Grading (SC 5.1.4)	1	LS	4,500 ⁻	4,500 ⁻
BP.4	PCC Type 1 Curb and Gutter on 6" Agg. Base (SC 5.1.5)	170	LF	22 ⁻	3,740 ⁻
BP.5	PCC Retaining Curb (SC 5.1.6)	175	LF	15 ⁻	2,625 ⁻
BP.6	PCC Valley Gutter on 6" Agg. Base (SC 5.1.7)	190	SF	12 ⁻	2,280 ⁻
BP.7	PCC Flatwork (6" Concrete on 6" Agg. Base) (SC 5.1.8)	2515	SF	5 ²⁵	13,203 ²⁵
BP.8	3" Plantmix Bituminous Pavement Type 2 Agg., NV 64-28 W/ 6" Type 2 Ag. Base (SC 5.1.9)	5600	SF	3 ⁴⁰	19,040 ⁻
BP.9	4" Plantmix Bituminous Pavement Type 2 Agg., NV 64-28 W/ 8" Type 2 Ag. Base (SC 5.1.10)	4005	SF	4 ²⁵	17,021 ²⁵
BP.10	Permanent AC Pavement Patch (4" AC on 6" Agg. Base) (SC 5.1.11)	565	SF	5 ⁵⁰	3,107 ⁵⁰
BP.11	Drainage Swale (6" Minus Drain Rock) (SC 5.1.12)	215	SF	9 ⁻	1,935 ⁻
BP.12	4" PVC Irrigation Sleeve (SC 5.1.13)	110	LF	20 ⁻	2,200 ⁻
BP.13	Relocate Existing Sign (SC 5.1.14)	7	EA	250 ⁻	1,750 ⁻
BP.14	Install New Sign (SC 5.1.15)	5	EA	400 ⁻	2,000 ⁻
BP.15	Concrete Wheel Stop (SC 5.1.16)	7	EA	100 ⁻	700 ⁻
BP.16	Adjust Existing Utility/Irrigation Box to Grade (SC 5.1.17)	8	EA	500 ⁻	4,000 ⁻
BP.17	All Striping (SC 5.1.18)	1	LS	3,500 ⁻	3,500 ⁻
BP.18	Subtotal Schedule A:				98,102 ⁵⁰

BID PROPOSAL

Additive Alternates: Schedule B:					
BP.19	Alternate 1: 8' Chainlink Fence Including Gates (No Barb Wire) (SC 5.1.19)	320	LF	21 ⁵⁰	6,880 ⁻
BP.20	Alternate 2: PCC Flatwork (4" Concrete on 4" Agg. Base) (SC 5.1.20)	2400	SF	5 ⁻	12,000 ⁻
BP.21	Alternate 3: PCC Flatwork (4" Concrete on 4" Agg. Base) (SC 5.1.21)	1090	SF	5 ⁻	5,450 ⁻
BP.22	Alternate 4: 4" Plantmix Bituminous Pavement Type 2 Agg., NV 64-28 W/ 8" Type 2 Ag. Base (SC 5.1.22)	3880	SF	4 ²⁵	16,490 ⁻
	Subtotal Schedule B:				40,820 ⁻
BP.23	Total Base Bid Price (Schedule A)				98,102 ⁵⁰
BP.24	Total Bid (Schedule A + Schedule B)				138,922 ⁵⁰

BP.25 Total Base (Schedule A) Bid Price Written in Words:

Ninety eight thousand one hundred and two dollars and fifty cents

BID PROPOSAL

BP.26 BIDDER INFORMATION:

Company Name: U + C Construction, Inc.

Federal ID No.:	88-0177663
Mailing Address:	P.O. Box
City, State, Zip Code:	Minden NV 89423
Complete Telephone Number:	775-267-1967
Complete Fax Number:	775-267-1968
Fax Number including area code:	775-267-1968
E-mail:	UCCconstructioninc@yahoo.com

Contact Person / Title: Raymond Van Winkle - President

Mailing Address:	P.O. Box 1269
City, State, Zip Code:	Minden NV 89423
Complete Telephone Number:	775-267-1967
Complete Fax Number:	775-267-1968
E-mail Address:	UCCconstructioninc@yahoo.com

BP.27 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0021752
License Classification(s):	A12, A13, A15, A16, A18, A19A, A21, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9
Limitation(s) of License:	4,200,000-
Date Issued:	3/21/84
Date of Expiration:	3/31/15
Name of Licensee:	U + C Construction, Inc. Raymond Van Winkle
Carson City Business License Number:	14-00024746
Date Issued:	12/16/13
Date of Expiration:	12/31/14
Name of Licensee:	U + C Construction, Inc.

BID PROPOSAL

BP.28 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

Corporation:

State in which Company is Incorporated: <i>Nevada</i>
Date Incorporated: <i>12/1981</i>
Name of Corporation: <i>V & C Construction, Inc.</i>
Mailing Address <i>P.O. Box 1269</i>
City, State, Zip Code: <i>Minden NV 89423</i>
Telephone Number: <i>775-267-1967</i>
President's Name: <i>Raymond Van Winkle</i>
Vice-President's Name: <i>Martin Louch</i>
Other 1) Name & Title: <i>Hearstin Huddleson - Secretary /</i>

Treasurer

BID PROPOSAL

BP.29 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Raymond VanWinkle	33

Title 1) President

Name 2) Martin Louch	20
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Title 2) Vice President

Name 3) Karstein Huddleson	6
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Title 3) Secretary / Treasurer

Name 4) Miguel Berumen	11
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Title 4) Foreman

Name 5)	
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Title 5)

Name 6)	
---------	--

Title 6)

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

BID PROPOSAL

BP.30 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):	See attached
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

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

10/2/2014

Name, Location and Description of Project	Owner	Design Engineer	Completion Price	Date Completed	Reference Contact Address & Phone
Martin Slough Trailhead Project DO-2014-132 Raymond Van Winkle - Project Manager Martin Louch - Superintendent	Town of Minden	Tim Russell	\$196,803.25	Sep-14	RCI Travis Osterhout 340 N. Minnesota St. Carson City, NV 89703 775-883-1600
Rose Avenue Pedestrian Improvement Project P Raymond Van Winkle - Project Manager Donny Mobley - Superintendent	City of Ferndale	David Caisse	\$203,806.50	Jul-14	Manhard Consulting, LTD Yoash Tilles 611 "I" Street Eureka, CA 95501 707-444-3800
Pine to Park Path Raymond Van Winkle - Project Manager Martin Louch - Superintendent	City of Bishop	David Grah	\$173,088.75	Jun-14	City of Bishop David Grah 377 West Line Street P.O. Box 1236 Bishop, CA 93514 760-873-8458
Silver Sage Dr. Pedestrian Improvements Raymond Van Winkle - Project Manager Martin Louch - Superintendent	Carson City Public Works	John Platt	\$83,746.95	Jun-14	Carson City Public Works John Platt 3505 Butti Way Carson City, NV 89701 775-887-2355
Clear Creek Clubhouse Road Raymond Van Winkle - Project Manager Martin Louch - Superintendent	Clear Creek Tahoe	Ken Anderson	\$1,759,044.27	Jun-14	Clear Creek Tahoe Michelle Goode 199 Old Clear Creek Rd Carson City, Nv 89705 775-720-5768
Vista Grande Waterline Replacement DO-2013-245 Raymond Van Winkle - Project Manager Martin Louch - Superintendent	I.H.G.I.D	Tim Russell	\$397,602.50	Nov-13	RCI Tim Russell 340 N. Minnesota Carson City, NV 89703 775-883-1600

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

10/2/2014

<p>2013 Wastewater Treatment Plant Paving Project Raymond Van Winkle - Project Manager Martin Louch - Superintendent</p>	<p>S. T. P. U. D.</p>	<p>\$161,311.00</p>	<p>Sep-13</p>	<p>S.T.P.U.D Heidi Baugh 1275 Meadow Crest Drive S. Lake Tahoe, CA 96150 530-543-6205</p>	
<p>5th Street Drainage Project Ferndale, CA Raymond Van Winkle - Project Manager</p>	<p>City of Ferndale</p>	<p>David Caisse</p>	<p>\$40,168.38</p>	<p>Aug-13</p>	<p>City of Ferndale P.O. Box 1095 Ferndale, CA 95536 707-786-4224</p>
<p>Douglas County Community & Senior Center Waterloo Lane Widening Project DO-2013-245 Raymond Van Winkle - Project Manager Martin Louch - Superintendent</p>	<p>Douglas County</p>	<p>Jeremy Hutchings</p>	<p>\$287,517.50</p>	<p>Aug-13</p>	<p>Douglas County P.O. Box 218 Minden, NV 89423 Scott Morgan 775-782-9828</p>
<p>Lake Parkway Sidewalk Improvements Stateline, NV DO-2013-016 Raymond Van Winkle - Project Manager Martin Louch - Superintendent</p>	<p>Douglas County</p>	<p>Ed Mason</p>	<p>\$264,717.63</p>	<p>Jul-13</p>	<p>Douglas County Public Works Attn: Jeff Foltz P.O. Box 218 Minden, NV 89423 775-782-6233</p>
<p>2013 Nye Lane Pedestrian Improvements Raymond Van Winkle - Project Manager Martin Louch - Superintendent</p>	<p>Carson City</p>	<p>John Platt</p>	<p>\$76,799.21</p>	<p>Jul-13</p>	<p>Carson City Purchasing & Contracts Kim Belt 201 N. Carson Street Carson City, NV 89701 775-283-7137 775-887-2107 fax</p>
<p>Snap-On Tools Concrete Replacement Raymond Van Winkle - Project Manager Mike Berumen - Foreman</p>	<p>Snap-On Tools</p>	<p>\$76,770.00</p>	<p>Jun-13</p>	<p>Snap-On Tools Randy Boyd 1880 Fairview Drive Carson City, NV 89701 775-883-7455 ext 306 775-885-0450 fax</p>	
<p>East Long Street Pedestrian Improvements Carson City, NV CC-2013-025 Raymond Van Winkle - Project Manager Martin Louch - Superintendent</p>	<p>Carson City</p>	<p>John Platt</p>	<p>\$157,945.03</p>	<p>Jun-13</p>	<p>Carson City Purchasing & Contracts Kim Belt 201 N. Carson Street Carson City, NV 89701 775-283-7137 775-887-2107 fax</p>

STATEMENT OF BIDDERS EXPERIENCE AND FINANCIAL QUALIFICATIONS

SCHEDULE A-PROJECTS COMPLETED IN THE PAST FIVE YEARS

Genoa Vista Trail- Pedestrian Asphalt Trail from Walley's Resort to the Town of Genoa Town of Genoa, Douglas County Nevada DC-2012-352 Raymond Van Winkle - Project Manager Martin Louch - Superintendent	Douglas County Redevelopment Agency	Tim Russell	\$568,464.60	Apr-13	Douglas County Redevelopment Agency Attn: Scott Morgan P.O. Box 218 Minden, NV 89423 775-782-9829
First Street Drainage Project 1st Street Bishop CA Raymond Van Winkle - Project Manager Martin Louch - Superintendent	City of Bishop	David Grah	\$29,000.00	Feb-13	David Grah City of Bishop 377 W. Line Street Bishop CA 93515 (760)873-5863
333 Ski Way Garage Retaining Wall Waterproofing & Sub Drain Repair Incline Village, NV Raymond Van Winkle - Project Manager William Mobley - Superintendent	Ski Way Ridge HOA C/O IPM 848 Tanager St. Suite M Incline Village, NV	John Black	\$468,064.20	Oct-12	Janet Krautstrunk IPM 848 Tanager St. Suite M Incline Village, NV 89451 775-832-6604 Ext 11
2012 Wildwood Waterline Replacement Project South Lake Tahoe, California (We are a Sub-Contractor) Martin Louch - Superintendent Raymond Van Winkle - Project Manager	S. Tahoe Public Utilities District	Julie Ryan	\$290,975.00	Sep-12	Thomas Haen Thomas Haen Company P.O. Box 8998 S. Lake Tahoe CA 96158 530-541-4700
Montgomery Estates Erosion Control Project Area 1B. El Dorado County California Martin Louch - Superintendent Raymond Van Winkle - Project Manager	El Dorado County DOT	Steve Koovman	\$394,047.26	Sep-12	El Dorado DOT 924B Emerald Bay Rd S. Lake Tahoe, CA 96150 (530) 573-7900 Dan Kikkert
Al Tahoe Erosion Control Project 2 South Lake Tahoe, California (We are a Subcontractor) Martin Louch - Superintendent Raymond Van Winkle - Project Manager	S. Lake Tahoe Public Utilities		\$274,000.00	Sep-12	Thomas Haen Company P.O. Box 8998 S. Lake Tahoe, CA 96158 (530) 541-4700 Tom Haen
Eagle Ridge Trail Head Parking Douglas County Nevada Martin Louch - Superintendent Raymond Van Winkle - Project Manager	Douglas County Public Works	Jeff Foltz	\$54,001.00	Aug-12	Douglas County Public Works P.O. Box 218 Minden, NV 89423 (775) 782-6233

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

10/2/2014

Jeff Foltz

<p>Auditorium Sidewalk Project Bishop, California Martin Louch - Superintendent Raymond Van Winkle - Project Manager</p>	<p>City of Bishop</p>	<p>David Grah</p>	<p>\$42,232.00</p>	<p>Apr-12</p>	<p>David Grah City of Bishop 377 W. Line Street Bishop, CA 93515 (760) 873-5863</p>
<p>2011 Sidewalk Rehabilitation Project Gardnerville, Nevada Martin Louch - Superintendent Raymond Van Winkle - Project Manager</p>	<p>Town of Gardnerville</p>	<p>Thomas Dallaire</p>	<p>\$83,732.22</p>	<p>Jan-12</p>	<p>Thomas Dallaire, P.E. Town of Gardnerville 1407 Hwy 395 North Gardnerville, NV 89423 (775) 782-7134</p>
<p>Waterfall Fire Watershed Improvement Phase 3 Carson City, Nevada Martin Louch - Superintendent Raymond Van Winkle - Project Manager</p>	<p>Carson City</p>	<p>Robert Fellows</p>	<p>\$345,300.00</p>	<p>Nov-11</p>	<p>Robert Fellows, P.E. Carson City Public Works 3505 Butti Way Carson City, NV 89701 (775) 887-2355 Ext 30370</p>
<p>Incline Way Pedestrian Path, Village Blvd Washoe County, NV Raymond Van Winkle - Project Manager</p>	<p>Wahoe County</p>	<p>Tim Russell</p>	<p>\$286,800.00</p>	<p>Sep-11</p>	<p>Joaquin Tabbada Washoe County 1001 E. Ninth Street (775) 328-2055</p>
<p>G W High School Water System&Asphalt Improv Stateline, Nevada Raymond Van Winkle - Project Manager</p>	<p>Douglas County School District</p>	<p>David Haen</p>	<p>\$171,043.35</p>	<p>Aug-11</p>	<p>David Haen, P.E. R.O. Anderson Engineering PO Box 2229 Minden, NV 89423 (775) 782-2322</p>
<p>G.R.I.D. 2011-2012 Street Maintenance Project Gardnerville, Nevada (We are a subcontractor) Martin Louch - Superintendent Raymond Van Winkle - Project Manager</p>	<p>G.R.I.D.</p>	<p>Michael Bennett</p>	<p>\$227,000.00</p>	<p>Aug-11</p>	<p>Michael D. Bennett Lumos & Associates, Inc. 800 East College Parkway Carson City, NV 89706 (775) 883-7077</p>
<p>East Long Street C.D.B.G.Pedestrian Improv Carson City, Nevada Martin Louch - Superintendent Raymond Van Winkle - Project Manager</p>	<p>Carson City</p>	<p>Robert Fellows</p>	<p>\$99,900.00</p>	<p>Jul-11</p>	<p>Robert Fellows, P.E. Carson City Public Works 3505 Butti Way Carson City, NV 89701 (775) 887-2355 Ext 30370</p>

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

10/2/2014

2010 Amber Way Tank Project Minden, NV (We are a subcontractor) Martin Louch - Superintendent Raymond Van Winkle - Project Manager	Town of Minden	Tim Russell	\$689,875.00	Jul-11	Tim Russell Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 (775) 883-1600
2011 Buckeye Rd(Buckeye Booster to Orchard) Water Transmission Main Installation Minden, NV Martin Louch - Superintendent Raymond Van Winkle - Project Manager	Town of Minden	Tim Russell	\$175,400.60	Jun-11	Tim Russell Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 (775) 883-1600
Kingsbury Village Water Metering Project Stateline, NV Raymond Van Winkle - Project Manager	KGID	Ralph R. Wenziger	\$535,781.48	Jun-11	Michelle Runtzel Kingsbury G. I. D. 160 Pine Ridge Drive Stateline, NV 89449 (775) 588-3548
2010 Buckeye Rd (Heybourne Rd to Virginia Ditch) Water Transmission Main Minden, NV Martin Louch - Superintendent Raymond Van Winkle - Project Manager	Town of Minden	Tim Russell	\$463,645.00	May-11	Tim Russell Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 (775) 883-1600
2010 East Valley & Buckeye Water Line Minden, NV Martin Louch - Superintendent Raymond Van Winkle - Project Manager	Town of Minden	Tim Russell	\$772,729.20	Feb-11	Tim Russell Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 (775) 883-1600
Lower KGID Water Metering Project Stateline, NV Raymond Van Winkle - Project Manager	KGID	Ralph R. Wenziger	\$398,986.36	Dec-10	Michelle Runtzel Kingsbury G. I. D. 160 Pine Ridge Drive Stateline, NV 89449 (775) 588-3548
2010 Carson Street Drainage Phase 2 Genoa, NV Martin Louch - Superintendent Raymond Van Winkle - Project Manager	Town of Genoa	Tim Russell	\$86,720.00	Dec-10	Tim Russell Resource Concepts, Inc. 340 N. Minnesota Street Carson City, NV 89703 (775) 883-1600

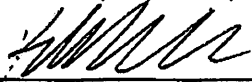
BID PROPOSAL

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

BID PROPOSAL

BP. 31 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
 Raymond Van Winkle

 Printed Name

President

 Title
 10/6/14

 Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2013	.82	8.2
2012	.82	7.95

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.32 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter **NONE** under Name of Subcontractor if not utilizing subcontractors exceeding this amount and per revised NRS 338.141 (as amended by SB268), the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>Advanced Asphalt</i>	Address <i>P.O. Box 2602 Truckee CA 96160</i>	
Phone <i>530-582-0800</i>	Nevada Contractor License # <i>0035835A</i>	Limit of License <i>5,000,000-</i>
Description of work <i>Paving</i>		
Name of Subcontractor <i>V+C Construction</i>	Address <i>P.O. Box 1269 Minden NV 89423</i>	
Phone <i>775-267-1967</i>	Nevada Contractor License # <i>0021752</i>	Limit of License <i>4,200,000-</i>
Description of work <i>all other work except striping & paving</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

SUBCONTRACTORS

BP.33 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	
Valadez Asphalt	P.O. Box 21074 Sun Valley NV 89413	
Phone	Nevada Contractor License #	Limit of License
775-232-5037	0068908	\$100,000-
Description of work		
Striping		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 34 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	
<i>None other than previously listed on 5% + 1% list</i>		
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

BP. 35

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, Raymond VanWinkle, on behalf of the Contractor, VaC Construction Inc. swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. _____, Project Name John D. Waters Improvements Centennial Park ADA, 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 VaC Construction, 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.

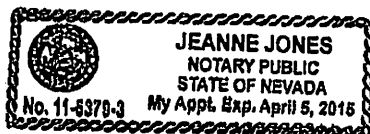
By: Raymond VanWinkle Title: President
Signature: [Signature] Date: 10/6/14

Signed and sworn to (or affirmed) before me on this 6th day of October, 2014,
by Jeanne Jones (name of person making statement).

State of Nevada)

County of Douglas) ss.

Jeanne Jones STAMP AND SEAL
Notary Signature





NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-03-02-0092**

V & C CONSTRUCTION INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0021752** ORIGINAL ISSUE DATE: **03/21/1984** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A1-AIRPORTS; A2-HIGHWAYS; A3-DAMS & RESERVOIRS; A4-BRIDGES; A5-DIAMOND & CORE DRILLING; A6-DRILLING OIL & GAS & EXPLORATORY WELLS; A7-EXCAVATING & GRADING; A8-SEALING & STRIPING OF ASPHALTIC SURFACES; A9-PIERS & FOUNDATIONS; A12-EXCAVATING GRADING TRENCHING & SURFACING; A13-WRECKING BUILDINGS; A15-SEWERS, DRAINS & PIPES; A16-PAVING STREETS, DRIVEWAYS & PARKING LOTS; A18-FARM IRRIGATION; A19A-PIPELINE & CONDUITS FOR WATER; A21-FENCING & GUARDRAILS** MONETARY LICENSE LIMIT: **\$4,700,000** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **APRIL 1, 2014** AND EXPIRES ON **MARCH 31, 2015**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.





NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 3/12/2014
FOR MARGI A. GREIN, EXECUTIVE OFFICER

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

BID PROPOSAL

BP.36 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada,
COUNTY OF Douglas,^{SS}

I, Raymond VanWinkle (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 "John D Winters Centennial Park ADA Improvements", contract number 1415-063, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Raymond VanWinkle
TITLE: President
FIRM: U+C Construction, Inc.
Address: P.O. Box 1269
City, State, Zip: Minden NV 89423
Telephone: 775-267-1962
Fax: 775-267-1968
E-mail Address: vcconstructioninc@yahoo.com

[Signature]
(Signature of Bidder)

DATED: 10/6/14

Signed and sworn (or affirmed) before me on this 6th day of October, 2014, by
Jeanne Jones

[Signature]
(Signature of Notary)



(Notary Stamp)

END OF BID PROPOSAL