#### **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that I/We

Justin Wilson Construction, LLC

as Principal, hereinafter called Contractor, and Developers Surety and Indemnity Company

a corporation duly organized under the laws of the State of Iowa , 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 \$ Five Percent of the Amount Bid (5% of Bid)

(state sum in words)

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

WHEREAS, the Principal has submitted a bid, identified as BID # 1415-169 and titled "Long Street Pedestrian 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.

(Seal)

KELLEY J. WISOR Notary Public, State of Ohio My Commission Expires April 19, 2020 Executed on this 27th day

Signature of Principal:

President

Firm: Justin Wilson Construction, LLC

1662 Walker Dr Address:

Carson City, NV 89701 City/State/Zip Code:

Written Name of Principal:

ATTEST NAME

Signature of Notary:

Subscribed and sworn before me this 26th day of

(printed name of notary) Kelley J. Wisor

Claims Under this Bond May be Addressed to:

May

Onio

2015

Developers Surety and Indemnity

Address

Company

City .

P.O. Box 19725

Name of Surety

Irvine, CA 92623

State/Zip Code

Name

Title

Todd A. Stein, Attorney-in-Fact

800-686-8080 Phone

Surety's Acknowledgement

Notary Public for the State of

Nevada Resident Agent Information

Complete for out of state bonding companies

Name of Local Agent Justine Talboth Address 1662 Walker Pr.

City Conson City

State/Zip Code NV 8970/

Agent's Name Justine Talboth

Agent's Title agent

Agents Phone 776-1820 -5062

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.

#### POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY

PC Box 19725 :: RVINE: CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPER'S SURETY AND INDEMNITY COMPANY does hereby make constitute and appoint

\*\*\*Todd Stein, Mark Levinson, Jeff McQuate, jointly or severally\*\*\*

as its true and lawfulf Afformagis) in Fact to make execute deliver and acknowledge for and on behalf of soid concernion, as surely bonds, undertakings and contracts of surelyship grand granting unto said Atturneyls in Fact full power and authority to do and to perform every activecessary requisite or proper to be delice in connection therewith as each of said corporation could do but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s) in Eact, pursuant to these presents, are hereby rawled and confirmed

This Power of Afformey is granted and a signed by facsinite under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of January 1st 2008

RESOLVED that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be and that each of them hereby is puthwized to execute this Power of Attorney qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of surelyship, and that the Secretary or any Assistant Secretary of the corporation lies and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOUVED FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Afterney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affect and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached

IN WITHESS WHEREOF DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and affected by its Secretary or Assistant Secretary this November 21, 2013.

Daniel Young Senior Vice-President

Mark J. Lansdon, Vice-President

State of California County of Crange

November 21, 2013

Date

before me

Antonia Motary Public

Here lised Name and its in the Officer

personally appeared

Dar in Your and the Landon Name of Signature

AND



Place Notary Seal Above

who proved to me on the base of middless, a vidence to be the person to whom names issues subscribed to the within instrument and acknowledges to me that ha/she they executed the same in his/har the lauthorized capacity(ies), and that by his/herman constructs) on the instrument the person(s), or the entity upon behalf or which the personts) acted, executed the minuminal

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

Affiness my hand and official seal

Signature

Antonio Alvarado Nelles Figille

#### CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby centry that the follogoing Power of Attorney remains in full force and has not been revoked and iturnermore, that the provisions of the Board of Directors of said compretion set forth in the Power of Attorney are in force as of the date of this Certificate

Cassie J. Burrisfor

ID-1438(Rev 11/13)

# Certificate

STATE OF NEVADA



# INSURANCE DIVISION

Carson City, Nevada

Nevada 1.D. #: 12819	
THE DEVELOPERS SURETY & INDEMNITY COMPANY	
Incorporated in the State oflowa	
Home office at West Des Moines, Iowa	
having duly qualified, is hereby licensed to transact:	

# \*\* PROPERTY - CASUALTY - SURETY - MARINE & TRANSPORTATION \*\* (Including INSURANCE FOR HOME PROTECTION) (Excluding Workmen's Compensation)

insurance business within the State of Nevada until terminated at the request of the insurer or suspended or revoked by the Commissioner of Insurance.



Dated at Carson City, Nevada this 2008.

Egamissioner of Imaginger

## Developers Surety and Indemnity Company BALANCE SHEET AS OF DECEMBER 31, 2014

(Statutory Basis)

#### Assets

### Liabilities, Capital and Surplus

Cash and Invested Assets:		Liabilities:	
Cash	\$10,114,343	Outstanding Losses and Loss Expenses	\$23,068,678
Bonds	68,742,323	Unearned Premiums	23,972,119
Preferred Stocks	1,665,580	Ceded Reinsurance Premium	759,108
Common Stocks	40,802,415	Commissions Taxes and Other Liabilities	•
Total Cash and Invested Assets	\$121,324,661	Total Liabilities	\$52,409,721
Other Assets:		Capital and Surplus:	
Premium in Course of Collection	\$7,220,013	Common Capita Stock	\$3,000,000
Reinsurance Recoverable on Paid Losses	661,266	Gross Paid In and Contributed Surplus	22,235,885
Receivable from Parent	395,803	Unassigned Funds (Surplus)	57,007,306
Miscellaneous	5,051,169	Total Equity	\$82,243,191
Total Other Assets	\$13,328,251		Tunicative treety o
Total Assets	\$134,652,912	Total Liabilities and Equity	\$134,652,912

Valuation of securities on National Association of Insurance Commissioners basis

#### CERTIFICATION

I, Sam Zaza, President of Developers Surety and Indemnity Company, hereby certify that the foregoing is a full, true and correct copy of the Balance sheet of said Corporation, as of December 31, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at IRVINE, CA this 9th day of March 2015.

President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# STATE OF CALIFORNIA COUNTY OF ORANGE

On this 9th day of March 2015, before me, Lucille Raymond, a Notary Public, personally appeared. Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

nature \_\_\_\_

Signature of Notary Public

LUCILLE RAYMOND
Commission © 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

BID # 1415-169

BID TITLE: "Long Street Pedestrian 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.
	, water autilio.

#### SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:				
BP. 1	Mobilization, Demobilization and Clean-Up (SC 6.1.2)	1	LS	6,000.00	6,000.00
BP.2	Stormwater Protection (SC 6.1.3)	1	LS	400.00	400.00
BP.3	Traffic Control (SC 6.1.4)	1	LS	10,000.00	10,000.00
BP.4	Removal of Existing Improvements (SC 6.1.5)	1	LS	17,000.00	12,000.00
BP.5	Construct PCC Type A Sidewalk on 4" Ag. Base (SC 6.1.6)	2700	SF	6.50	17,550.00
BP.6	Construct PCC Type 1 Curb and Gutter on 6" Ag. Base (SC 6.1.7)	600	LF	25.00	
BP.7	Construct PCC Curb Ramp w/ Detectable Warning Plate on 4" Ag. Base (SC 6.1.8)	689	SF	16.00	15,000.00
BP.8	Construct Type 1 Driveway Apron on 6" Ag. Base - Includes Curb and Gutter (SC 6.1.9)	2400	SF	10.50	25,200.00
BP.9	Construct Permanent AC Pavement Patch (4" AC on 6" Agg. Base) (SC 6.1.10)	3000	SF	7.00	21,000.00
BP.10	Relocate Existing Street Sign (SC 6.1.11)	1	EA	250.00	250.00
BP.11	Relocate Water Meter - Non Traffic Rated (SC 6.1.12)	9	EA	2,000.00	18,000.00
BP.12	Relocate Water Meter - Traffic Rated (SC 6.1.13)	3	EA	2,000.00	6,000.00
BP.13	Install Frame and Cover for Water Valve (SC 6.1.14)	1	EA	500.00	500.00
BP.14	Removal and Restoration of Existing Landscaping (SC 6.1.15)	5000	FA	5,000.00	5,000.00
BP.15	Total Base Bid Price (Schedule A)			\$147,90	

BP.16 Total Base (Schedule (A) Bid Price Written in Words:

#### **BP.17 BIDDER INFORMATION:**

Federal ID No.: 90 - 0856923

Mailing Address: 1662 Walker Dr.

City, State, Zip Code: Carson City NV 89701

Complete Telephone Number: (775)690 - 2378

Complete Fax Number: N/A

Fax Number including area code: N/A

E-mail: justinwilsonconstagmail.com

Contact Person / Title: Justin Wilson / President

Mailing Address: 1662 Walker Dr

City, State, Zip Code: Carson City NV 89701

Complete Telephone Number: (775) 690 - 73 78

Complete Fax Number:

E-mail Address: justinwilsonconst@gmail.com

#### **BP.18 LICENSING INFORMATION:**

Nevada State Contractor's License Number: 0078017

License Classification(s): A-8, A-1Z, A-13, A-15, A-19

Limitation(s) of License: \$245.000.60

Date Issued: June 10 2013

Date of Expiration: June 30 2015

Name of Licensee: Justin Wilson Construction

Carson City Business License Number: 14 - 00030324

Date Issued: March 17, 2015

Date of Expiration: Dec. 31, 2015

Name of Licensee: Justin Wison Construction

#### **BP.19 DISCLOSURE OF PRINCIPALS:**

Individual and/or Partnership:
Owner 1) Name: Sustin Wilson
Address: 1662 Walker Dr
City, State, Zip Code: Carson City NV 89701
Telephone Number: (775)690 - 2378
Owner 2) Name: Justine Wilson
Address: 1662 Walker Dr.
City, State, Zip Code: Carson City NV 89701
Telephone Number: (775) 220-5062
Other 1) Title: President
Name Justin Wilson
Other 2) Title: V
Name: Justine Wilson
Corporation:
State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Mailing Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name & Title:

## BP.20 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Justin Wilson	3.5
Title 1) President /PM	
Name 2) Ranch Talbott	3.5
Name 2) Randy Talbott  Title 2) Forman Operator	
Name 3)	
Title 3)	
Name 4)	
Title 4)	
Name 5)	
Title 5)	
Name 6)	
Title (C)	

Title 6)

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

#### BP.21 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.

<u>Clients:</u> (if additional space is needed attach a separate page)

Company Name 1): CC PW
Contract Person: Robert Fellows
Mailing Address: 3505 Butti Way
City, State, Zip Code: Carson City NV 89701
Complete Telephone Number: (775)887 - 2355
E-Mail Address: RFe 110WS@ Carson .org
Project Title: Timberline Estates Sediment Control
Amount of Contract: \$79,000.00
Scope of Work: Curb Gutter & Slotled Drain Storm Pipe
Company Name 2): Bluth Construction
Contract Person: Patrick Bluth
Mailing Address: 9490 Prototype Dr.
City, State, Zip Code: Reno NV 89521
Complete Telephone Number: (775) 313 - 5153
E-Mail Address: PBluth @ bluth construction.com
Project Title: Jung CT
Amount of Contract: \$180.00.00
Scope of Work: New Construction Montreux Home

Company Name 3): Colbre Grading & Paving
Contract Person: Clint Martin
Mailing Address: 1090 Azol Way
City, State, Zip Code: Gardnerville NV 89460
Complete Telephone Number: (775) 265 - 7434
E-Mail Address: colbre paving@hotmail.com
Project Title: Minden Airport Honger
Amount of Contract \$40,000-00
Scope of Work: New Construction Site 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:

# BP. 22 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.
- 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	<u>President</u>
Justin Wilson Printed Name	<u>5-26-15</u> Date
I am unable to certify to the above statement. My ex	xplanation is attached.
Signature	Date

#### **BIDDER'S SAFETY INFORMATION**

#### **Bidder's Safety Factors:**

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2014	0	0
2013	-0	<i>e</i>

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

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

#### **SUBCONTRACTORS**

BP.23 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter NONE under Name of Subcontractor if not utilizing subcontractors exceeding this amount and per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page)

separate page)		
Name of Subcontractor びんし	Address 1662 Walker Dr	Carson City NV 89701
Phone (775)690-2378	Nevada Contractor License #	Limit of License \$245,000,00
Description of work  All Trades (Fxc	ept) Asphalt & Co.	ncrete
Name of Subcontractor Sierra West Conc.	Address	son City NV 8972 1
Phone (775)690-5347	Nevada Contractor License # 00 42 752	Limit of License \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Description of work  Concrete Pour		
Name of Subcontractor Advanced Asphalt	Address 2236 Longwood Dr.	Reno NV 89509
Phone 775)882 - 2220	Nevada Contractor License # 0035835 Å	Limit of License
Description of work  Asphalt Patchin	19	
Name of Subcontractor  MST Surveying	Address 10650 Santa Fe Rd.	Reno NV 89508
Phone (775)-544-7817	Nevada Contractor License # Pro. Sorveyor #1956 7	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

## **SUBCONTRACTORS**

BP.24 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 1667 Walker Dr Ca	rson City NV 89701
Phone (775)690-2378	Nevada Contractor License #	Limit of License \$245,000.03
Description of work Al) Trades (Ex	cepts Concrete Pou	,
Name of Subcontractor Scerva West Conc.	Address P.O. Box 21692 Car	son City NV 89721
Phone (775)690-5347	Nevada Contractor License #	Limit of License \$850,000.00
Description of work Concrete Par	~	
Name of Subcontractor Advanced Asphalt	Address 2236 Longwood Dr.	Reno NV 89509
Phone 775)882 - 2220	Nevada Contractor License #	Limit of License \$5,000,000.00
Description of work  Asphalt Patch		
Name of Subcontractor  MST Sorveying	Address 10650 Santa Fe Rd. R	eno NV 89508
Phone (775)544-7817	Nevada Contractor License # Pro. Surveyor 井 19567	Limit of License N/A
Description of work	•	
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
<del></del>	<del></del>	

#### **SUBCONTRACTORS**

BP. 25 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 1662 Walker Dr. Co	wison City NV 89701
Phone 775/290-2378	Nevada Contractor License #	Limit of License
Description of work  All Trades Exce	upt) Concrete Pour	& Asphalt Patch
Name of Subcontractor Sierra West Conc.	Address	rson City NV 89721
Phone (775)690-5347	Nevada Contractor License #	Limit of License
Description of work  Concrete Pour		
Name of Subcontractor  Advanced Asphalt	Address 7736 Longwood Dr.	Reno NV 89509
Phone (775) 882 - 2220	Nevada Contractor License # 0035835 A	Limit of License \$5,000,000.00
Description of work  Asphalt Patch	)	
Name of Subcontractor MST Surveying	Address 10650 Santa Fe. Rd	<u>heno NV 89508</u>
Phone (7-75)544-7817	Nevada Contractor License # Pro. Surveyor # 1956 7	Limit of License ルパド
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

**BP. 26** 

# 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.
- Submit Identification log monthly listing all employees that worked for that month. The Identification log should correspo9nd with the certified payroll reports. If employees are not working in a given month then they should not be listed on said report.

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.



N/H

### **WORKERS EMPLOYED REPORT**

Project Name:	Contract Number :			
General Contractor:		PWP #		
Subcontractor: Date:				
Address at which payroll re	ecords are maintained:			
Contact Person and Phone Number:				
Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction		
,				

## **Local Preference Affidavit**

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



I,, on behalf of the Contractor,, swear
and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in
bidding on Project No, Project Name, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon
following requirement will be adhered to, documented and attained on completion of the contract. Upon
submission of this affidavit on behalf of, I recognize and accept that failure to
comply with any requirements is a material breach of the contract and entitles the City to damages. In addition,
the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year,
pursuant to NRS 338. XXX*:
1. The Contractor shall ensure that 50 percent of the workers employed on the job possess-a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.
*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.
Dv. Title:
<u> </u>
Signature: Date:
Signed and sworn to (or affirmed) before me on thisday of, 20,
by (name of person making statement).
<u>State of)</u>
County of)
STAMP AND SEAL
Notary Signature

BP.27 ACKNOWLEDGMENT AND EXECUTION:
STATE OF Nevada ) ss COUNTY OF Carson (1tg)
I Tustine Wilson (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 "Long Street Pedestrian Improvements", contract number 1415-169, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.
PRINTED NAME OF BIDDER: WSTINE WISON
TITLE: VIU-Prisiant
FIRM: JUSTIN WILSON CONSTRUCTION
Address: 1002 WM LIL de
City, State, Zip: WSON (14, NV 8970)
Telephone: 775-190-2378
Fax:
E-mail Address: JUSTINUISON CONSTRO q Maul- COM
(Signature of Bidder)
DATED: 5/27/15
Signed and sworn (or affirmed) before me on this 27 <sup>th</sup> day of May , 2015, by
(Signature of Notary)
(Notary Stamp)  LISA MINDRUM  NOTARY PUBLIC  STATE OF NEVADA

BP - 16

#### ATTACHMENT C

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

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

Date 5-26-15	
Signature Signature	
Company Name Justin Wilson Construction	
Title President	

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

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

Date		 
Signature	<u>.</u>	 
Company Name		 
Title		

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

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

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

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

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

#### ATTACHMENT C

The Contractor, \alpha \alpha C	, certifies or affirms the truthfulness and
accuracy of each statement of its certification and	disclosure, if any. In addition, the Contractor
understands and agrees that the provisions of 31 l	J.S.C. A 3801, et seq., apply to this certification and
disclosure, if any.	
Jeneral (May)	Signature of Contractor's Authorized Official
Justin Wilson / President	Name/Title of Contractor's Authorized Official
5-26-15	Date

#### **CLEAN AIR**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **CLEAN WATER**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et <u>seq</u>. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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