

**City of Carson City
Agenda Report**

Date Submitted: June 5, 2015

Agenda Date Requested: June 18, 2015

Time Requested: 5 minutes

Labor Commissioner PWP # CC-2015-177

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that A&K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to Nevada Revised Statute (NRS) Chapter 338 and to award Contract No. 1415-171 titled "Clear Creek Avenue Sanitary Sewer Extension" to A&K Earth Movers, Inc. for a base bid amount of \$876,000.00 and a contingency amount not to exceed \$87,600.00 for a total contract amount of \$963,600.00 to be funded from the Capital Projects/Construction (Project No. 050023) Account in the Sewer Fund and Water Fund as provided in the FY 2015/2016 Budget. (*Sheri Russell*)

Staff Summary: Carson City has accepted sealed bids for all labor, materials, tools and equipment necessary for the Clear Creek Avenue Sanitary Sewer Extension. The project consists of constructing approximately 2,500 lineal feet of sewer line, 1700 lineal feet of storm sewer, and 700 lineal feet of water line as well as their associated appurtenances. This project also includes rebuilding the road over the top of the improvements.

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 that A&K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to Nevada Revised Statute (NRS) Chapter 338 and to award Contract No. 1415-171 titled "Clear Creek Avenue Sanitary Sewer Extension " to A&K Earth Movers, Inc. for a base bid amount of \$876,000.00 and a contingency amount not to exceed \$87,600.00 for a total contract amount of \$963,600 to be funded from the Capital Projects/Construction (Project No. 050023) Account in the Sewer Fund and Water Fund as provided in the FY 2015/2016 Budget.

Explanation for Recommended Board Action: **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on April 25, 2015. The bids were opened at approximately 11:10 p.m. on May 27, 2015 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Jeff Quilici and Daryl Pollak, A&K Earth Movers; Michelle Taylor, Herback General Engineering; Wes Coons, Coons Construction; John Garrett, Peek Brothers Construction; Kris Sutton, Sierra Nevada Construction; Darren Anderson, Robb Fellows, John Platt, Shyla Lemons, and Spencer Fellows from Carson City Public Works Department and Sheri Russell, Accounting Manager from Purchasing and Contracts Department.

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

Name of Bidder	Total Bid (Schedule A)
A&K Earth Movers, Inc.	\$ 876,000.00
Herback General Engineering, LLC	\$ 938,855.95
V&C Construction	\$ 967,274.95
Sierra Nevada Construction	\$1,059,007.00
Peek Brothers Construction	\$1,075,560.60

Coons Construction, LLC

\$1,085,715.50

Staff recommends award to A&K Earth Movers, 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: \$950,000.00

Project Budget: \$1,200,000.00

Fiscal Impact: Not to exceed \$963,600.00.

Explanation of Impact: If approved the below referenced accounts could be decreased by \$963,600.00.

Funding Source: 510-3205-434-70-40 – Sewer Capital Projects/Construction Clear Creek (Project #050023) Account for Fiscal Year 2015/2016 currently there is \$900,000.00 available in the budget for this project. 520-3505-435-70-40 – Water Capital Projects/Construction Clear Creek (Project #050023) Account for Fiscal Year 2015/2016. Currently there is \$300,000 available in the budget for this project.

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. 1415-171, and Bid Response. All of the documents that are referenced in the Construction Independent Contractor Agreements as being made a part of, can be reviewed by the Board of Supervisors in person at the Public Works Department or on the City website at <http://www.carson.org/Index.aspx?page=998>.

Prepared By: Sheri Russell Accounting Manager, Purchasing and Contracts Department

Reviewed By:

(Public Works)

(City Manager)

(District Attorney)

(Finance Director)

Date:

Date:

Date:

Date:

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# 1415-171 Clear Creek Avenue Sanitary Sewer Extension

Date and Time of Opening: May 27, 2015 @ 11:10 a.m.

Description			Bidder # 1		Bidder # 2		Bidder #3	
			A&K Earth Movers, Inc.		Herback General Engineering, LLC		V&C Construction	
BONDING Provided, \$, %, or no			5%		5%		5%	
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	1	LS	\$57,000.00	\$57,000.00	\$112,000.00	\$112,000.00	\$65,000.00	\$65,000.00
2 Traffic Control	1	LS	\$26,033.30	\$26,033.30	\$18,140.00	\$18,140.00	\$10,000.00	\$10,000.00
3 Surveying	1	LS	\$10,500.15	\$10,500.15	\$11,604.00	\$11,604.00	\$12,000.00	\$12,000.00
4 3/4" PE Water Service Line	20	LF	\$32.00	\$640.00	\$81.00	\$1,620.00	\$50.00	\$1,000.00
5 3/4" Single Pit Setter and Water Meter	2	EA	\$1,500.00	\$3,000.00	\$908.00	\$1,816.00	\$1,500.00	\$3,000.00
6 8" C900 Water Line	700	LF	\$67.00	\$46,900.00	\$51.00	\$35,700.00	\$100.00	\$70,000.00
7 8" Gate Valve	2	EA	\$2,400.00	\$4,800.00	\$2,198.00	\$4,396.00	\$4,500.00	\$9,000.00
8 Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00	\$5,945.00	\$5,945.00	\$7,500.00	\$7,500.00
9 3/4" Air Release Valve Assembly	1	EA	\$1,400.00	\$1,400.00	\$1,750.00	\$1,750.00	\$2,000.00	\$2,000.00
10 Adjust Existing Valve Can to Grade	8	EA	\$625.00	\$5,000.00	\$450.00	\$3,600.00	\$300.00	\$2,400.00
11 Reconstruct Existing 48" Diameter Sanitary Sewer Manhole	1	EA	\$3,700.00	\$3,700.00	\$2,290.00	\$2,290.00	\$4,000.00	\$4,000.00
12 Modify Existing Sanitary Sewer Manhole With Drop Inlet	1	EA	\$5,500.00	\$5,500.00	\$2,950.00	\$2,950.00	\$5,500.00	\$5,500.00
13 48" Diameter Sanitary Sewer Manhole	10	EA	\$3,600.00	\$36,000.00	\$3,554.00	\$35,540.00	\$3,500.00	\$35,000.00
14 Adjust Existing Manhole Frame and Cover to Grade	2	EA	\$725.00	\$1,450.00	\$520.00	\$1,040.00	\$500.00	\$1,000.00
15 4" SDR35 PVC Sanitary Sewer Pipe	370	LF	\$55.00	\$20,350.00	\$50.00	\$18,500.00	\$35.00	\$12,950.00
16 8" SDR35 PVC Sanitary Sewer Pipe	70	LF	\$80.00	\$4,200.00	\$54.00	\$3,780.00	\$45.00	\$3,150.00
17 10" SDR35 PVC Sanitary Sewer Pipe	2,000	LF	\$68.00	\$136,000.00	\$52.00	\$104,000.00	\$55.00	\$110,000.00
18 Type 4R Storm Sewer Inlet	6	EA	\$1,500.00	\$9,000.00	\$2,298.00	\$13,788.00	\$2,500.00	\$15,000.00
19 48" Dia. Storm Sewer Manhole	3	EA	\$3,200.00	\$9,600.00	\$3,269.00	\$9,807.00	\$3,500.00	\$10,500.00
20 48" Storm Sewer Drop Inlet	2	EA	\$4,500.00	\$9,000.00	\$4,329.00	\$8,658.00	\$2,500.00	\$5,000.00
21 15" Class IV RCP Storm Sewer Pipe	65	LF	\$60.00	\$3,900.00	\$49.00	\$3,185.00	\$60.00	\$3,900.00
22 15" HDPE Storm Sewer Pipe	45	LF	\$45.00	\$2,025.00	\$42.00	\$1,890.00	\$60.00	\$2,700.00
23 18" HDPE Storm Sewer Pipe	1,110	LF	\$47.00	\$52,170.00	\$36.00	\$39,960.00	\$65.00	\$72,150.00
24 18" HDPE Storm Sewer Pipe (Perforated)	280	LF	\$52.00	\$14,560.00	\$40.00	\$11,200.00	\$85.00	\$23,800.00
25 24" HDPE Storm Sewer Pipe	45	LF	\$57.00	\$2,565.00	\$52.00	\$2,340.00	\$75.00	\$3,375.00
26 24" HDPE Storm Sewer Pipe (Perforated)	160	LF	\$66.00	\$10,560.00	\$53.00	\$8,480.00	\$95.00	\$15,200.00
27 Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Min. Base Section	66,817	SF	\$1.00	\$66,817.00	\$0.25	\$16,704.25	\$0.90	\$60,135.30
28 Over Excavation of Unsuitable Materials	1,000	CY	\$14.00	\$14,000.00	\$44.50	\$44,500.00	\$18.00	\$18,000.00
29 4" Plantmix Pavement Type 3 Agg., NV 64-28	75,600	SF	\$2.45	\$185,220.00	\$2.69	\$203,364.00	\$2.61	\$197,316.00
30 AC Driveway Apron on 6" Ag. Base	1,000	SF	\$3.75	\$3,750.00	\$6.85	\$6,850.00	\$4.50	\$4,500.00
31 Remove Existing PCC Sidewalk	140	SF	\$1.00	\$140.00	\$4.85	\$679.00	\$4.00	\$560.00
32 Type A PCC Sidewalk (4" concrete on 4" aggregate base)	12,300	SF	\$4.00	\$49,200.00	\$5.85	\$73,185.00	\$4.75	\$58,425.00
33 Remove Existing PCC Curb and Gutter	40	LF	\$5.00	\$200.00	\$10.00	\$400.00	\$5.00	\$200.00
34 Type 1 PCC Curb and Gutter on 6" of Aggregate Base	3,340	LF	\$11.00	\$36,740.00	\$22.00	\$73,480.00	\$22.00	\$73,480.00
35 Remove Existing PCC Driveway/Apron	2,000	SF	\$1.30	\$2,600.00	\$2.25	\$4,500.00	\$2.50	\$5,000.00
36 PCC Driveway Apron Type 1 (6" Conc. On 6" Base)	400	SF	\$8.50	\$3,400.00	\$12.10	\$4,840.00	\$11.00	\$4,400.00
37 Commercial PCC Driveway Apron (6" Conc. On 6" Base)	610	SF	\$8.50	\$5,185.00	\$13.00	\$7,930.00	\$12.00	\$7,320.00
38 Residential PCC Driveway (6" Conc. On 6" Base)	1,200	SF	\$8.50	\$7,800.00	\$12.20	\$14,640.00	\$11.00	\$13,200.00
39 PCC Valley Gutter (6" Conc. On 6" Base)	400	SF	\$12.00	\$4,800.00	\$14.30	\$5,720.00	\$11.00	\$4,400.00
40 PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	680	SF	\$12.50	\$8,500.00	\$19.25	\$13,090.00	\$13.50	\$9,180.00
41 24" Solid White Stop Bar	58	LF	\$3.00	\$174.00	\$2.84	\$164.72	\$2.00	\$116.00
42 4" Solid White Pavement Paint	4,000	LF	\$0.25	\$1,000.00	\$0.22	\$880.00	\$0.35	\$1,400.00
43 4" Double Solid Yellow Pavement Paint	1,131	LF	\$0.30	\$339.30	\$0.28	\$316.68	\$0.40	\$452.40
44 6" White Dotted Line Pavement Paint (2' Stripe, 6' Space)	120	LF	\$1.25	\$150.00	\$1.15	\$138.00	\$1.20	\$144.00
45 4" White Centerline Skip Stripe Pavement Paint (7' Stripe 21' Space)	1,285	LF	\$0.25	\$321.25	\$0.18	\$231.30	\$0.25	\$321.25
46 Solid White Bicycle With Arrow Legend Pavement Paint	5	EA	\$70.00	\$350.00	\$68.00	\$340.00	\$80.00	\$400.00
47 Install New Sign and Post	4	EA	\$450.00	\$1,800.00	\$450.00	\$1,800.00	\$500.00	\$2,000.00
48 Reinstall Existing Traffic Sign and Post	4	EA	\$290.00	\$1,160.00	\$281.00	\$1,124.00	\$300.00	\$1,200.00
49 Total Base Bid Price (Schedule A)				876,000.00		938,855.95		967,274.95
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								
				(1) 5%, (2) 1%, (3) Other	(2) 5%, (2) 1%, (2) Other		(3) 5%, (4) 1%, (1) Other	
Bid Document executed? y/n								
				Y	Y		Y	
END OF DOCUMENT								

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

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

Notice to Contractors Bid# 1415-171 Clear Creek Avenue Sanitary Sewer Extension

Date and Time of Opening: May 27, 2015 @ 11:10 a.m.

Description				Bidder # 4		Bidder # 5		Bidder #6	
				Sierra Nevada Construction		Peek Brothers Construction		Coons Construction, LLC	
BONDING Provided, \$, %, or no				5%		5%		5%	
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	1	LS	\$45,645.90	\$45,645.90	\$50,000.00	\$50,000.00	\$64,500.00	\$64,500.00	
2 Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$52,500.00	\$52,500.00	\$20,000.00	\$20,000.00	
3 Surveying	1	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$14,000.00	\$14,000.00	
4 3/4" PE Water Service Line	20	LF	\$102.50	\$2,050.00	\$60.00	\$1,200.00	\$50.00	\$1,000.00	
5 3/4" Single Pit Setter and Water Meter	2	EA	\$1,435.00	\$2,870.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	
6 8" C900 Water Line	700	LF	\$75.00	\$52,500.00	\$81.00	\$56,700.00	\$45.00	\$31,500.00	
7 8" Gate Valve	2	EA	\$1,850.00	\$3,700.00	\$3,500.00	\$7,000.00	\$2,825.00	\$5,650.00	
8 Fire Hydrant Assembly	1	EA	\$7,015.00	\$7,015.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	
9 3/4" Air Release Valve Assembly	1	EA	\$3,135.00	\$3,135.00	\$1,800.00	\$1,800.00	\$2,200.00	\$2,200.00	
10 Adjust Existing Valve Can to Grade	8	EA	\$640.00	\$5,120.00	\$350.00	\$2,800.00	\$325.00	\$2,600.00	
11 Reconstruct Existing 48" Diameter Sanitary Sewer Manhole	1	EA	\$4,300.00	\$4,300.00	\$3,500.00	\$3,500.00	\$20,000.00	\$20,000.00	
12 Modify Existing Sanitary Sewer Manhole With Drop Inlet	1	EA	\$3,200.00	\$3,200.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	
13 48" Diameter Sanitary Sewer Manhole	10	EA	\$3,975.00	\$39,750.00	\$4,000.00	\$40,000.00	\$4,500.00	\$45,000.00	
14 Adjust Existing Manhole Frame and Cover to Grade	2	EA	\$870.00	\$1,740.00	\$600.00	\$1,200.00	\$400.00	\$800.00	
15 4" SDR35 PVC Sanitary Sewer Pipe	370	LF	\$73.00	\$27,010.00	\$87.00	\$32,190.00	\$35.00	\$12,950.00	
16 8" SDR35 PVC Sanitary Sewer Pipe	70	LF	\$165.00	\$11,550.00	\$63.50	\$4,445.00	\$57.00	\$3,990.00	
17 10" SDR35 PVC Sanitary Sewer Pipe	2,000	LF	\$78.00	\$156,000.00	\$65.00	\$130,000.00	\$88.00	\$176,000.00	
18 Type 4R Storm Sewer Inlet	6	EA	\$2,675.00	\$16,050.00	\$1,800.00	\$10,800.00	\$3,500.00	\$21,000.00	
19 48" Dia. Storm Sewer Manhole	3	EA	\$3,800.00	\$10,800.00	\$4,000.00	\$12,000.00	\$3,500.00	\$10,500.00	
20 48" Storm Sewer Drop Inlet	2	EA	\$6,150.00	\$12,300.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00	
21 15" Class IV RCP Storm Sewer Pipe	65	LF	\$90.50	\$5,882.50	\$185.00	\$12,025.00	\$95.00	\$6,175.00	
22 15" HDPE Storm Sewer Pipe	45	LF	\$109.00	\$4,905.00	\$65.00	\$2,925.00	\$79.00	\$3,555.00	
23 18" HDPE Storm Sewer Pipe	1,110	LF	\$76.00	\$84,360.00	\$65.00	\$72,150.00	\$35.00	\$38,850.00	
24 18" HDPE Storm Sewer Pipe (Perforated)	280	LF	\$105.00	\$29,400.00	\$67.00	\$18,760.00	\$43.00	\$12,040.00	
25 24" HDPE Storm Sewer Pipe	45	LF	\$97.00	\$4,365.00	\$85.00	\$3,825.00	\$60.00	\$2,700.00	
26 24" HDPE Storm Sewer Pipe (Perforated)	160	LF	\$88.00	\$14,080.00	\$87.00	\$13,920.00	\$65.00	\$10,400.00	
27 Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Min. Base Section	66,817	SF	\$1.50	\$100,225.50	\$0.53	\$35,413.01	\$2.75	\$183,748.75	
28 Over Excavation of Unsuitable Materials	1,000	CY	\$1.00	\$1,000.00	\$40.00	\$40,000.00	\$6.00	\$6,000.00	
29 4" Plantmix Pavement Type 3 Agg., NV 64-28	75,600	SF	\$2.50	\$189,000.00	\$2.50	\$189,000.00	\$2.30	\$173,880.00	
30 AC Driveway Apron on 6" Ag. Base	1,000	SF	\$25.00	\$25,000.00	\$3.75	\$3,750.00	\$3.20	\$3,200.00	
31 Remove Existing PCC Sidewalk	140	SF	\$1.00	\$140.00	\$10.00	\$1,400.00	\$1.25	\$175.00	
32 Type A PCC Sidewalk (4" concrete on 4" aggregate base)	12,300	SF	\$5.00	\$61,500.00	\$7.50	\$92,250.00	\$5.75	\$70,725.00	
33 Remove Existing PCC Curb and Gutter	40	LF	\$3.00	\$120.00	\$10.00	\$400.00	\$1.25	\$50.00	
34 Type 1 PCC Curb and Gutter on 6" of Aggregate Base	3,340	LF	\$17.25	\$57,615.00	\$29.00	\$96,860.00	\$19.95	\$66,633.00	
35 Remove Existing PCC Driveway/Apron	2,000	SF	\$1.50	\$3,000.00	\$2.00	\$4,000.00	\$1.25	\$2,500.00	
36 PCC Driveway Apron Type 1 (6" Conc. On 6" Base)	400	SF	\$15.00	\$6,000.00	\$12.00	\$4,800.00	\$8.25	\$3,300.00	
37 Commercial PCC Driveway Apron (6" Conc. On 6" Base)	610	SF	\$16.00	\$9,760.00	\$13.00	\$7,930.00	\$9.25	\$5,642.50	
38 Residential PCC Driveway (6" Conc. On 6" Base)	1,200	SF	\$14.00	\$16,800.00	\$11.00	\$13,200.00	\$8.45	\$10,140.00	
39 PCC Valley Gutter (6" Conc. On 6" Base)	400	SF	\$15.00	\$6,000.00	\$10.50	\$4,200.00	\$9.25	\$3,700.00	
40 PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	680	SF	\$19.00	\$12,920.00	\$21.00	\$14,280.00	\$11.65	\$7,922.00	
41 24" Solid White Stop Bar	58	LF	\$2.50	\$145.00	\$4.80	\$278.40	\$2.70	\$156.60	
42 4" Solid White Pavement Paint	4,000	LF	\$0.45	\$1,800.00	\$0.20	\$800.00	\$0.45	\$1,800.00	
43 4" Double Solid Yellow Pavement Paint	1,131	LF	\$0.85	\$961.35	\$0.20	\$226.20	\$0.90	\$1,017.90	
44 6" White Dotted Line Pavement Paint (2" Stripe, 6" Space)	120	LF	\$0.35	\$42.00	\$0.30	\$36.00	\$0.35	\$42.00	
45 4" White Centerline Skip Stripe Pavement Paint (7" Stripe 21" Space)	1,285	LF	\$0.35	\$449.75	\$0.20	\$257.00	\$0.35	\$449.75	
46 Solid White Bicycle With Arrow Legend Pavement Paint	5	EA	\$80.00	\$400.00	\$55.00	\$275.00	\$125.00	\$625.00	
47 Install New Sign and Post	4	EA	\$450.00	\$1,800.00	\$330.00	\$1,320.00	\$500.00	\$2,000.00	
48 Reinstall Existing Traffic Sign and Post	4	EA	\$400.00	\$1,600.00	\$310.00	\$1,240.00	\$400.00	\$1,600.00	
49 Total Base Bid Price (Schedule A)				1,059,007.00		1,074,655.61		1,085,715.50	
Bid Calculation Error					-	1,075,560.60		-	
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									
				(3) 5%, (3) 1%, (3) Other		(2) 5%, (4) 1%, (0) Other		(3) 5%, (3) 1%, (4) Other	
Bid Document executed? y/n									
				Y		Y		Y	
END OF DOCUMENT									

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Clear Creek Avenue Sanitary Sewer Extension

Contract No.: 1415-171

THIS CONTRACT made and entered into this 18th day of June, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and A&K Earth Movers, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 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 X) (does not) 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. 1415-171**, titled **Clear Creek Avenue Sanitary Sewer Extension** (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.1415-171 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, 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. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/Index.aspx?page=998>.

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 A, 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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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.

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:

Scott R. Hiatt, Vice President
A&K Earth Movers, Inc.
515 Windmill Drive
Fallon, NV 89406
email: shiatt@akearthmovers.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Sheri Russell, Accounting Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7222 / FAX 775-887-2107
SRussell@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Eight Hundred Seventy Six Thousand Dollars and 00/100 (\$876,000.00).

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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 it 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, lost profit on items of WORK not performed, or 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

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

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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

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 Subsection 6.3 (Cause Termination for Default or Breach):

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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** (Winding Up Affairs Upon Termination) 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

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

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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 Section 21 (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.

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:

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- (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.*

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:

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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 NRS 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 NRS 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 NRS 338.130, pursuant to the terms of NRS 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 NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise 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 NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise 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.

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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. 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

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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 later 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 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**.

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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 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 NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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\$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 NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS 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 later 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 NRS 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 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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 NRS 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 NRS 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.

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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 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 **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:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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: Sheri Russell, Accounting Manager

Purchasing and Contracts Department

201 North Carson Street, Suite 3

Carson City, Nevada 89701

Telephone: 775-283-7222

Fax: 775-887-2107

SRussell@carson.org

By: 

Nick Providenti, Finance Director

Dated: 6/9/15

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: 

Deputy District Attorney

Dated: 6-9-15

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: 6/9/15

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Clear Creek Avenue Sanitary Sewer Extension

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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: Scott R. Hiatt

TITLE: Vice President

FIRM: A&K Earth Movers, Inc.

CARSON CITY BUSINESS LICENSE #: 15.00004382

NEVADA CONTRACTORS LICENSE #: 24548

Address: 515 Windmill Drive

City: Fallon **State:** NV **Zip Code:** 89406

Telephone: 775-825-1636/**FAX No.** 775-825-6171

E-mail Address: shiatt@akearthmovers.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Clear Creek Avenue Sanitary Sewer Extension

Contract No.: 1415-171

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 21, 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-171** and titled **Clear Creek Avenue Sanitary Sewer Extension**. 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 18th day of June, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 18th day of June, 2015.

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 # 1415-171** and titled **Clear Creek Avenue Sanitary Sewer Extension** 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.

PERFORMANCE BOND

Continued for BID # 1415-171 and titled Clear Creek Avenue Sanitary Sewer Extension.

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

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 #1415-171** and titled **Clear Creek Avenue Sanitary Sewer Extension** 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 #1415-171** and titled **Clear Creek Avenue Sanitary Sewer Extension**.

- 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 A & K Earth Movers, Inc.
 as Principal, hereinafter called Contractor, and Great American Insurance Company
 a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and
 firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum
 of \$ 5% Dollars

(State sign in words) Five percent of attached bid
 for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
 assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, identified as BID # 1415-171 and titled "Clear Creek Avenue Sanitary Sewer
 Extension".

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 18th day of May 2015

Signature of Principal: [Signature]

Title: Vice-President

Firm: A & K Earth Movers, Inc.

Address: 12251 Truckee Canyon Ct.

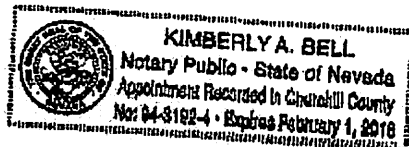
City/State/Zip Code: Sparks, NV 89431

Written Name of Principal: Scott R. Hunt

ATTEST NAME

Signature of Notary: [Signature]

(Seal)



Subscribed and sworn before me this 18 day of May 2015

(printed name of notary) Kimberly A. Bell Notary Public for the State of Nevada

Claims Under this Bond May be Addressed to: Nevada Resident Agent Information

Complete for out of state bonding companies

Name of Surety Great American Insurance Company

Name of Local Agent L P Insurance Services Inc.

Address 420 East South Temple

Address 300 East 2nd Street

City Salt Lake City

City Reno

State/Zip Code UT 84111

State/Zip Code NV 89501

Name Lon Jones

Agent's Name Lori Jones

Title Attorney-In-Fact

Agent's Title Agent

Phone 775-996-6037

Agent's Phone 775-996-6037

Surety's Acknowledgement [Signature]

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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-368-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 14717

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
LORE JONES	TERI WOOD	ALL OF	ALL
NICK ROSSI	PATRICIA OWENS	RENO, NEVADA	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of MARCH 2015
GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 13TH day of MARCH

2015, before me personally appeared DAVID C. KITCHEN, to me

known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name therein by like authority.



JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

Jenny Rippy

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company; to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

10TH

day of

Henry

2015



Atty L C B
Assistant Secretary

BID PROPOSAL

BID # 1415-171

BID TITLE: "Clear Creek Avenue Sanitary Sewer Extension"

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	1	LS	57,000.00	57,000.00
BP. 2	Traffic Control	1	LS	26,039.30	26,039.30
BP. 3	Surveying	1	LS	10,500.15	10,500.15
BP. 4	3/4" PE Water Service Line	20	LF	32.00	640.00
BP. 5	3/4" Single Pit Setter and Water Meter	2	EA	1,500.00	3,000.00
BP. 6	8" C900 Water Line	700	LF	67.00	46,900.00
BP. 7	8" Gate Valve	2	EA	2,400.00	4,800.00
BP. 8	Fire Hydrant Assembly	1	EA	6,500.00	6,500.00
BP. 9	3/4" Air Release Valve Assembly	1	EA	1,400.00	1,400.00
BP. 10	Adjust Existing Valve Can to Grade	8	EA	625.00	5,000.00
BP. 11	Reconstruct Existing 48" Diameter Sanitary Sewer Manhole	1	EA	3,700.00	3,700.00
BP. 12	Modify Existing Sanitary Sewer Manhole With Drop Inlet	1	EA	5,500.00	5,500.00
BP. 13	48" Diameter Sanitary Sewer Manhole	10	EA	3,600.00	36,000.00
BP. 14	Adjust Existing Manhole Frame and Cover to Grade	2	EA	725.00	1,450.00
BP. 15	4" SDR35 PVC Sanitary Sewer Pipe	370	LF	55.00	20,350.00
BP. 16	8" SDR35 PVC Sanitary Sewer Pipe	70	LF	60.00	4,200.00
BP. 17	10" SDR35 PVC Sanitary Sewer Pipe	2,000	LF	68.00	136,000.00
BP. 18	Type 4R Storm Sewer Inlet	6	EA	1,500.00	9,000.00
BP. 19	48" Dia. Storm Sewer Manhole	3	EA	3,200.00	9,600.00
BP. 20	48" Storm Sewer Drop Inlet	2	EA	4,500.00	9,000.00
BP. 21	15" Class IV RCP Storm Sewer Pipe	65	LF	60.00	3,900.00
BP. 22	15" HDPE Storm Sewer Pipe	45	LF	45.00	2,025.00
BP. 23	18" HDPE Storm Sewer Pipe	1,110	LF	47.00	52,170.00
BP. 24	18" HDPE Storm Sewer Pipe (Perforated)	280	LF	52.00	14,560.00
BP. 25	24" HDPE Storm Sewer Pipe	45	LF	57.00	2,565.00
BP. 26	24" HDPE Storm Sewer Pipe (Perforated)	160	LF	66.00	10,560.00
BP. 27	Pulverize Bituminous Surface, Blend, and	66,817	SF	1.00	66,817.00

BID PROPOSAL

	Remove Excess for an 8" Min. Base Section				
BP.28	Over Excavation of Unsuitable Materials	1,000	CY	14.00	14,000.00
BP.29	4" Plantmix Pavement Type 3 Agg., NV 64-28	75,600	SF	2.45	185,220.00
BP.30	AC Driveway Apron on 6" Ag. Base	1,000	SF	3.75	3,750.00
BP.31	Remove Existing PCC Sidewalk	140	SF	1.00	140.00
BP.32	Type A PCC Sidewalk (4" concrete on 4" aggregate base)	12,300	SF	4.00	49,200.00
BP.33	Remove Existing PCC Curb and Gutter	40	LF	5.00	200.00
BP.34	Type 1 PCC Curb and Gutter on 6" of Aggregate Base	3,340	LF	11.00	36,740.00
BP.35	Remove Existing PCC Driveway/Apron	2,000	SF	1.30	2,600.00
BP.36	PCC Driveway Apron Type 1 (6" Conc. On 6" Base)	400	SF	8.50	3,400.00
BP.37	Commercial PCC Driveway Apron (6" Conc. On 6" Base)	610	SF	8.50	5,185.00
BP.38	Residential PCC Driveway (6" Conc. On 6" Base)	1,200	SF	6.50	7,800.00
BP.39	PCC Valley Gutter (6" Conc. On 6" Base)	400	SF	12.00	4,800.00
BP.40	PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	680	SF	12.50	8,500.00
BP.41	24" Solid White Stop Bar	58	LF	3.00	174.00
BP.42	4" Solid White Pavement Paint	4,000	LF	0.25	1,000.00
BP.43	4" Double Solid Yellow Pavement Paint	1,131	LF	0.30	339.30
BP.44	6" White Dotted Line Pavement Paint (2' Stripe, 6' Space)	120	LF	1.25	150.00
BP.45	4" White Centerline Skip Stripe Pavement Paint (7' Stripe 21' Space)	1,285	LF	0.25	321.25
BP.46	Solid White Bicycle With Arrow Legend Pavement Paint	5	EA	70.00	350.00
BP.47	Install New Sign and Post	4	EA	450.00	1,800.00
BP.48	Reinstall Existing Traffic Sign and Post	4	EA	290.00	1,160.00
BP.49	Total Base Bid Price (Schedule A)				4 876,000.00

BP.50 Total Base (Schedule A) Bid Price Written in Words:

Eight hundred seventy-six Thousand Dollars and No cents

BID PROPOSAL

BP.51 BIDDER INFORMATION:

Company Name:	AIX EARTH MOVERS, INC.
Federal ID No.:	88.0097157
Mailing Address:	515 Windmill Drive
City, State, Zip Code:	FALLON NV 89406
Complete Telephone Number:	(775) 423.6085
Complete Fax Number:	(775) 825.6171
Fax Number including area code:	(775) 825.6171
E-mail:	SHIATT@AIXEARTHMOVERS.COM

Contact Person / Title: SCOTT R. HIATT, VICE-PRES.

Mailing Address:	515 Windmill Drive
City, State, Zip Code:	FALLON, NV 89406
Complete Telephone Number:	(775) 825.1636
Complete Fax Number:	(775) 825.6171
E-mail Address:	SHIATT@AIXEARTHMOVERS.COM

BP.52 LICENSING INFORMATION:

Nevada State Contractor's License Number:	24548
License Classification(s):	A
Limitation(s) of License:	UNLIMITED
Date Issued:	4/1987
Date of Expiration:	4/30/2016
Name of Licensee:	AIX EARTH MOVERS, INC.
Carson City Business License Number:	15.00004352
Date Issued:	12/15/2014
Date of Expiration:	12/31/2015
Name of Licensee:	AIX EARTH MOVERS, INC.

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
8670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A & K EARTH MOVERS INC

Licensed since April 08, 1987

License No. 0024548

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

KELLY BART HIATT, President Qualified in
MICHAEL ANTHONY HIATT, Vice President
SCOTT RAY HIATT, Vice President Qualifc
CHRISTIAN SPROSS, Secretary
SHARON JUNE REAM, Treasurer

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 04/30/2016

[Signature]
Chairman, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

A & K EARTH MOVERS INC
515 WINDMILL DR
FALLON NV 89406

LIC. NO.

0024548

EXPIRES:

04/30/2016

LIMIT:
Unlimited
Class: A

STATE OF NEVADA STATE CONTRACTORS BOARD

8670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____

By: _____

A & K EARTH MOVERS INC
515 WINDMILL DR
FALLON NV 89406



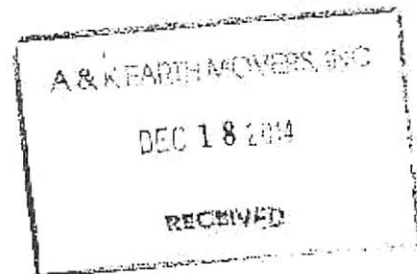
CITY OF CARSON CITY
Business License Division
 108 E. Proctor St.
 Carson City, NV 89701
 (775) 887-2105

LICENSE RECEIPT

A & K EARTHMOVERS
 PO BOX 1059

FALLON NV 89406

License Number: 15-00004382
 Expiration Date: December 31, 2015
 Business Location: O O F T, FALLON



IMPORTANT INFORMATION

- This license constitutes a receipt for the payment of a license required by Carson City Municipal Code Title 4 to engage in, carry on, or conduct, in this city, the business, trade, calling, or profession described on the license.
- Licenses are NON-TRANSFERABLE.
- Any changes to the business information should be reported immediately to the Business License division.
- The holder of this license must comply with all Carson City Municipal Code rules and regulations.



CITY OF CARSON CITY
BUSINESS LICENSE DIVISION
 108 E. Proctor St.
 Carson City, NV 89701
 (775) 887-2105

This license is not transferable.

POST IN A CONSPICUOUS PLACE

A & K EARTHMOVERS
 PO BOX 1059

FALLON NV 89406

Business Location: O O F T, FALLON
 Nature of Business: GENERAL ENGINEERING

License Number: 15-00004382
 License Expiration Date: December 31, 2015
 Date Issued: December 15, 2014

License renewal is the responsibility of the license holder and must be renewed prior to the expiration date to avoid penalties.

BID PROPOSAL

BP.53 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:	NEVADA
Date Incorporated:	9/1965
Name of Corporation:	A & K EARTH MOVERS, Inc.
Mailing Address	515 Windmill Drive
City, State, Zip Code:	FALLON, NV 89406
Telephone Number:	(775) 423-6085
President's Name:	K. Burt Hiatt
Vice-President's Name:	Michael A. Hiatt / Scott R. Hiatt
Other 1) Name & Title:	Scott R. Hiatt, Secy / Sharon J. Roam, Treas.

BID PROPOSAL

BP.54 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <i>Kevin Atkins</i>	<i>1+ yrs.</i>
Title 1) <i>SR. PROJECT MGR.</i>	

Name 2) <i>Scott Scisinni</i>	<i>10+ yrs</i>
Title 2) <i>PROJECT MANAGER</i>	

Name 3) <i>Body Biggs</i>	<i>25+ yrs.</i>
Title 3) <i>SUPERINTENDENT</i>	

Name 4)	
Title 4)	

Name 5)	
Title 5)	

Name 6)	
Title 6)	

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

BID PROPOSAL

BP.55 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:	

EXHIBIT A

PROJECT EXPERIENCE**Section 2 - Public Works**

YEAR COMPLETED	PROJECT NAME AND DESCRIPTION	CONTRACT AMOUNT	NAME/ADDRESS OF OWNER
31315	District Pipeline Replacement - 2013 - This project consisted of placement of 8" and 12" watermain and related appurtenances, aggregate base, and AC placement of various streets located within the Town of Truckee, CA.	\$518,086.54	Truckee Donner Public Utility District 11570 Donner Pass Road Truckee, CA 96160 Attn: Neil Kaufman (530) 587-3898
31307	2013 Sewer Rehabilitation - Phase 1 - This project consisted of installation of approximately 20,000 Lf of 5" to 16" sewer pipe, removal and replacement of manholes, service laterals and related surface improvement, including but not limited to patch paving, replacement of driveways, sidewalk, pedestrian ramps, concrete curb & gutter, etc.	\$7,567,115.22	City of Reno 1 East First Street Reno, Nevada 89503 Attn: Kerrie Koskie (775) 334-3304
81227	Elko Readiness Center - This project was a CMAR with Q & D Construction to furnish and install the Site Work/Utilities, including but not limited to earthwork, water distribution, hydrants, AC paving, sealing and striping, concrete curb, gutter and paving, etc.	\$1,658,381.80	Q & D Construction, Inc. P.O. Box 10086 Reno, Nevada 89511 POC: Jerry Morgan (775) 788-2877
41308	Genoa Landscape Enhancement Project - This project consisted of installation of driveway water system, decorative pavers and related concrete work, aggregate base and asphalt paving.	\$1,055,135.05	Douglas County Community Development - Town of Genoa c/o Resource Concepts Attn: Tim Russell 340 N. Minnesota Street Carson City, NV 89703 Tel: (775) 883-1600
41321	Mayberry Drive Main Replacement - This project consisted of relocation of various waterlines within the work zone to accommodate the replacement of city sewerlines in various locations. Work consisted of waterline replacement, aggregate base and asphalt paving.	\$416,119.48	Truckee Meadows Water Authority 1355 Capital Blvd. Reno, Nevada 89502 (775) 834-8058
31219	Taboose Way Reconstruction - This project consisted of, but not limited to, the construction of a portion of Taboose Way and a separate cul-de-sac with 3" AC pavement on 8" aggregate base with PCC rolled curb and 4" PCC sidewalk along with the construction of a drainage system.	\$262,248.80	Yerington Paiute Tribal Housing Authority 31 W. Loop Road Yerington, Nevada 89447 POC: Lee Shaw Tel: (775) 463-2225
31218	UNR 17th Street Reconstruction - This project consisted of demolition of existing asphalt, base and concrete and overlay, placement of aggregate, PCC concrete and asphalt paving.	\$207,208.78	University of Nevada Reno Business Center North Purchasing Dept. MS# 0242 Reno, Nevada 89557-0857 POC: Randy Jacobsen
81217	New River Parkway Sewer Relocation - This project entailed relocating the sewerline and laterals along with miscellaneous improvements for future development.	\$146,546.00	City of Fallon 55 W. Williams Avenue Fallon, Nevada 89408 POC: Jim Scuba, City Engineer Tel: (775) 423-5107

EXHIBIT A

PROJECT EXPERIENCE Section 2 - Public Works

YEAR COMPLETED	PROJECT NAME AND DESCRIPTION	CONTRACT AMOUNT	NAME/ADDRESS OF OWNER
81218	City of Lovelock - 18" Gravity Sewerline - This project consisted of various improvements to the 18" gravity sewer main located in the City of Lovelock including but not limited to installation of 18" PVC sewer main, 60" manholes, asphalt replacement and dewatering.	\$551,120.61	City of Lovelock P.O. Box 238 400 14th Street Lovelock, Nevada 89418 POC: David Kitchens, Shaw Eng. Tel: (775) 329-5559
81213	Waterline Improvement Project - Phase III This project generally involves placement of 8" waterline in various areas, installation of 10" waterline along Coal Canyon Road along with a directional bore under Upper Valley Road, USRR Trucks and Interstate 80.	\$889,300.00	Lovelock Meadows Water District P.O. Box 1021 400 14th Street Lovelock, Nevada 89418 POC: Greg Lyman, FW Eng. Tel: (775) 851-4788
81207	E. Idaho Street and Manzanita Lane Water Main Extension - This project consisted of extension of the 12" and 18" DI waterline, asphalt removal, directional boring, placement of aggregate base and asphalt paving.	\$534,180.25	City of Elko 1751 College Avenue Elko, Nevada 89801 POC: Erik Lattin, Black Dolphin Tel: (775) 934-5114
81204	Fire Station 4 - Sewer Main - Project consists of removal of sewer lift station and replacement with a gravity sewer main at Sparks Fire Station #4 on Dixie Dr., Sparks, including abandonment and modification of existing SSMH, construction of new SSMH, replacement of sewer main, asphalt paving and associated work.	\$178,622.57	City of Sparks 431 Prater Way Sparks, Nevada 89431 POC: Ross Soderstrom Tel: (775) 353-2772
41134	Truckee Canal Conduits Repair on the Fernley Reach of the Truckee Canal - This project consisted of removal and replacement of numerous concrete structures, take outs and all related appurtenances to relieve the stress on the current irrigation system.	\$2,592,150.67	Truckee Carson Irrigation Dist. 2666 Harrigan Road Fallon, Nevada 89406 POC: Rusty Jardine, Proj. Mgr. Tel: (775) 423-2141
31131	Nevada Pacific Parkway - This project consisted of removal of existing improvements, installation of stormwater, sewerline, waterline, concrete base of work, aggregate base and asphalt paving, striping and signage.	\$2,616,648.13	City of Fernley 595 Silver Lake Blvd. Fernley, Nevada 89408 POC: Cody Black Tel: (775) 784-9919
81124	Venturacci Lane Multi-Purpose Building Concrete - The project included installation of under floor vapor barrier, 1 1/2" aggregate base, column footings, floor slab, doorway aprons, entry steps, entry ramp, curb & gutter, sidewalk and wheelchair.	\$130,855.00	City of Fallon 55 W. Williams Avenue Fallon, Nevada 89406 POC: Michael Miller, PE Tel: (775) 423-5107
31119	EastWest Transmission Line - installation of water main, cold mill and putative existing asphalt, earthwork and grading, aggregate base and paving. Project also consisted of new curb, gutter sidewalk and driveways.	\$3,535,438.77	Carson City Purchasing 201 N. Carson St., Ste 3 Carson City NV 89701 c/o HJR Consulting
31116	Lemmon Valley Pedestrian Path - Installation of storm drain, cold milling existing asphalt aggregate base and paving. Project also consisted of new curb, gutter and sidewalk.	\$865,590.00	Washoe County Public Works 1001 9th Street, Building A Reno, NV 89512

EXHIBIT A

PROJECT EXPERIENCE

Section 2 - Public Works

YEAR COMPLETED	PROJECT NAME AND DESCRIPTION	CONTRACT AMOUNT	NAME/ADDRESS OF OWNER
81112	CCHS/CCJHS Parking Lot Rehab - earthwork and grading, site electrical, aggregate base paving and striping	\$345,217.00	Churchill Co. School District 545 Richards St. Fallon, NV 89406
31104	Sun Valley Pedestrian Path - Rehabilitation of storm drain, cold milling existing asphalt, aggregate base and paving. Project also consisted of new curb, gutter and sidewalk.	\$595,334.52	Washoe County Public Works 1001 9th Street, Building A Reno, NV 89512
31037	Black Rock NCA - Site work for a new BLM Administration Building in Geracr, Nevada. Project included grading, building foundation excavation, cable & on-site water, septic system, misc utilities, site aggregate base rock, site concrete, asphalt paving, and striping.	\$549,083.66	Agate Steel, Inc. PO Box 117 Scottsdale, AZ 85257 Lou Primack
21033	Tolas Arsenic Water Treatment Plant - Construct new water treatment plant building with new arsenic mechanical system and filters. Project also includes new exterior piping to three different mobile home parks in the Tolas Area of Fallon.	\$490,202.17	Tolas Waterwork Non-Profit c/o Pam Wood Engineering 5442 Longely Lane Reno, NV Lucas Lipton 775-851 4788
41042	Devils Gate Water System Improvements - New water system for a small community just west of Eureka, NV. Project includes approximately 10,000 linear feet of new water pipe ranging from 6" to 18", a new 400,000 gallon water tank, new truck fill station, PRV stations, and abandonment of existing wells.	\$1,210,858.30	Eureka County 10 S. Main Street Eureka, Nevada 89316 Ron Daniels 775-237-5072
811001	Oasis Lift Station - Dewatering, remediation of damaged well, removal of old utilities.	\$169,700.00	Churchill County 155 N. Taylor St., Ste 153 Fallon, NV 89406 Misha Stojcevic 775-423 2153
81053	Richards Street Reconstruction - Demo existing structures & base, wet & dry utilities, on-site curb, gutter and sidewalk, AC paving, striping and traffic control.	\$288,883.55	City of Fallon 55 W. Williams Ave. Fallon, NV 89405 Michael Miller 775-423-5107
31035	HAD RESIDENTIAL WATERLINES - Remove existing structure, install new 8" PVC S HDPE waterlines, water services.	\$544,855.18	Abide International 561 - 1st St. West Sonoma, CA 95470 707 836-1577
31052	LYON COUNTY JUSTICE COMPLEX-MASS GRADING - Demo existing structure, prep and earthwork for detention basins geofabric & clean rock fill.	\$252,116.00	Sletten Construction of NV 5825 S. Powers Ave. Las Vegas, NV 89118 Tony Fossil

EXHIBIT A

PROJECT EXPERIENCE**Section 2 - Public Works**

YEAR COMPLETED	PROJECT NAME AND DESCRIPTION	CONTRACT AMOUNT	NAME/ADDRESS OF OWNER
31047	KAD INDUSTRIAL WATERLINES - Remove existing structure, install new 6" PVC & HDPE waterlines, water services, asphalt & concrete repairs	\$274,972.00	Abide International 581 First St. West Sonoma, CA 94170 707-935-1577
31003	WRIR/Walker River Clinic Parking Lot Resurfacing - Demo, remove existing structures & base, curb & gutters, repave and strip	\$312,344.81	Centennial Contractors Ent. 3925 E. 25th St., Ste 424 Tucson, AZ 85711 520-296-7350 William Chausseaux
11040	CORPORATE YARD PAVING - Asphalt repair/improvements	\$97,140.00	Carson City Purchasing 201 N. Carson St., Ste 3 Carson City, NV 89701 Sandy Scott 775-285-7137
21018	NDOT/FERNLEY HIGH SCHOOL SECONDARY ACCESS - Reconstruct existing Hwy approach & construct a new secondary access at Fernley High School to meet NDOT's specs. 128' Additional lanes for each approach, fencing, striping & signage	\$878,573.21	Lyon County School District 25 E. Goddard Ave. Yerington, NV 89447
81004	Oasis Interceptor Sewer/Fallon, NV - Remove existing structures, install 4" sewer service & manholes, 2" force main, clean out, weir release valve & trench out off waste. Asphalt repair, jack & burn at V-10 lateral & new river drain.	\$1,734,046.53	Churchill County 165 N. Taylor St., Box 163 Fallon, NV 89406 Meta Stepanovic 775-423-2153
21017	Fernley Intermediate School Paving/Rafael Civil - Onsite and offsite paving	\$663,765.55	Rafael Civil, LLC. 7210 Rafael Ridge Way Las Vegas, NV 89119 Randy Clark 702-451-6511
21019	Hopper Waterline Extension/Washoe County Water Resources - Waterline extension improvements.	\$1,037,648.55	Washoe Cty. Dept. of Water Resources 4000 Energy Way Reno, NV 89502
21020	Snyder Ave., Realignment - Remove & replace curb & sidewalks, striping, traffic control, storm water mgmt., erosion control, micron paving, pedestrian ramps, signs & markings.	\$289,856.08	Carson City Purchasing 201 N. Carson St. Carson City, NV 89701 775-687-2300
21030	New Equipment Parking Area/Fallon Armory - Remove concrete swale & pad, regrade for new curbsides and pour 3" Type III AC on 6" Type II Class II egg base.	\$146,816.71	NV State Public Works Board 515 E. Main St., #102 Carson City, NV 89701 Jeff Hesler 775-684-4141

EXHIBIT A

PROJECT EXPERIENCE**Section 2 - Public Works**

YEAR COMPLETED	PROJECT NAME AND DESCRIPTION	CONTRACT AMOUNT	NAME/ADDRESS OF OWNER
81020	Bottom Road Overlay/CCRD - Pave, shoulder and stripe, reconstructed intersection at Bottom & Nyeon Roads.	\$82,565.00	Churchill County Road Dept. 330 N. Broadway Fallon, NV 89408
81026	CCMS Design & Build Running Track - removal of old track surface, asphalt & base. Over ex 12'-16', install fabric & pit run materials, stabilize & repave track.	\$320,248.00	Churchill County School Dist. 545 Richards St. Fallon, NV 89405
30943	Hwy 50 Lift Station Force Main - Construction of gravity sewer pipeline, underground electrical, storm force main and sanitary sewer lift station.	\$1,815,660.54	City of Fernley 566 Silverado Blvd. Fernley, NV 89409
60912	S. Curry Street Ph. 1 - Remove existing concrete, excavator, Type II Class B aggregate base, Type I PCC curb and gutters, PCC driveway apron 6" thick, pavement markings and striping, remove and replace existing signs, adjust existing sanitary manhole to finish grade, 18" & 24" HDPE pipe, storm drain, NDOT type 4 storm drain manhole & sanitary sewer.	\$3,013,239.81	Carson City Purchasing 701 N. Carson St., #1 Carson City, NV 89701 Sandy Scott, Mgmt. Asst. 775 887-2133


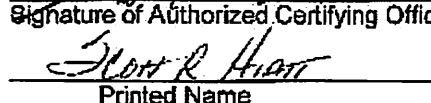
BID PROPOSAL


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. 56 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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


 Signature of Authorized Certifying Official

 Printed Name


 Title
 5/27/2015
 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
2014	1.04	2.25
2013	0.91	3.20

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

Name of Subcontractor <i>AS EARTH MOVERS INC.</i>	Address <i>FALLON, NV</i>	
Phone <i>(775) 825-1636</i>	Nevada Contractor License # <i>24545</i>	Limit of License <i>UNLIMITED</i>
Description of work <i>ALL WORK NOT SPECIFICALLY SUBCONTRACTED TO OTHERS</i>		
Name of Subcontractor <i>NONE</i>	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.58 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor <i>A & K EARTH MOVERS, INC.</i>	Address <i>FALCON, NV</i>	
Phone <i>(715) 635-1636</i>	Nevada Contractor License # <i>24548</i>	Limit of License <i>Unlimited</i>
Description of work <i>ALL WORK NOT SPECIFICALLY SUBCONTRACTED TO OTHERS.</i>		
Name of Subcontractor <i>NOTE</i>	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor <i>MARLA SURVEYS, INC.</i>	Address <i>RENO, NV</i>	
Phone <i>(715) 432-2067</i>	Nevada Contractor License # <i>PROF. SERV</i>	Limit of License —
Description of work <i>SURVEYING</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		

BID PROPOSAL

SUBCONTRACTORS

BP. 59 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 <i>A. K. KATH / MOVERS INC.</i>	Address <i>FALLON, NV</i>	
Phone <i>(775) 825-1636</i>	Nevada Contractor License # <i>24548</i>	Limit of License <i>UNLIMITED</i>
Description of work <i>ALL WORK NOT SPECIFICALLY SUBCONTRACTED TO OTHERS</i>		
Name of Subcontractor <i>GRIFFIN SOIL</i>	Address <i>1556 PARKSIDE DR #110, WALNUT CREEK, CA</i>	
Phone <i>(925) 862-2260</i>	Nevada Contractor License # <i>74577</i>	Limit of License <i>4,500,000.00</i>
Description of work <i>PULVERIZING</i>		
Name of Subcontractor <i>INTERMOUNTAIN VALLEY SEAL</i>	Address <i>RENO, NV</i>	
Phone <i>(775) 358-1355</i>	Nevada Contractor License # <i>23657</i>	Limit of License <i>500,000 UNLIMITED</i>
Description of work <i>STRIPING & SIGNAGE</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		

BID PROPOSAL

BP. 60

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 correspond 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.

BID PROPOSAL



WORKERS EMPLOYED REPORT

Project Name: _____ Contract Number : _____

General Contractor: _____ PWP # _____

Subcontractor: _____ Date: _____

Address at which payroll records are maintained:

Contact Person and Phone Number: _____

[illegible]

BID PROPOSAL

Local Preference Affidavit

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

I, SCOTT R. HIATT, on behalf of the Contractor, A. KEATH MINERS, 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. 1415-171, Project Name HEALL CREEK AVE SEWER, 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 A. KEATH MINERS, INC. 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.

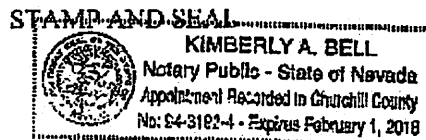
*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using 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: SCOTT R. HIATT Title: Vice-President
Signature: [Signature] Date: 5/27/2015

Signed and sworn to (or affirmed) before me on this 27th day of May, 2015,
by SCOTT R. HIATT (name of person making statement).

State of NEVADA)
) ss.
County of Churchill)

[Signature]
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) 485-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-18-0004**

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0024548** ORIGINAL ISSUE DATE: **04/08/1987** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** 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 **MAY 1, 2015** AND EXPIRES ON **APRIL 30, 2016**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Margi A. Grein
NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

5/1/2015
DATE

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

BID PROPOSAL

BP.61 ACKNOWLEDGMENT AND EXECUTION:

STATE OF NEVADA)
COUNTY OF CHURCHILL) SS

I, SCOTT R. HIATT (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 "Clear Creek Avenue Sanitary Sewer Extension", contract number 1415-171, 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: SCOTT R. HIATT
TITLE: Vice-President
FIRM: A & K EARTH MOVERS, Inc.
Address: 515 Windmill Drive
City, State, Zip: FALLON, NV 89406
Telephone: (775) 825-1636
Fax: (775) 825-6771
E-mail Address: SHIATT@AKEMOVERS.COM

[Signature]
(Signature of Bidder)

DATED: 5/27/2015

Signed and sworn (or affirmed) before me on this 27th day of May, 2015, by

SCOTT R. HIATT

[Signature]
(Signature of Notary)

END OF BID PROPOSAL

