



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** January 2, 2020

**Staff Contact:** Carol Akers, Purchasing and Contracts Administrator and Jennifer Budge, CPRP, Parks and Recreation Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding a determination that Four Point Engineering is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 19300095, Carson City Rifle and Pistol Range Improvement Project, to Four Point Engineering for a total not to exceed amount of \$809,410 (Carol Akers, CAkers@carson.org and Jennifer Budge, jbudge@carson.org)

**Staff Summary:** This project consists of re-grading the long range and shooting bays, installing target frame holders and completing site drainage improvements. An additive alternate is included for similar improvements to the short range. The construction contract is for the base bid \$628,162 and bid alternate \$107,665, for a total bid of \$735,827, plus a 10% contingency amount of \$73,583, to be funded from multiple funding sources, including a Nevada Department of Wildlife (NDOW) Grant, Quality of Life Fund, Capital Projects Fund and the General Fund (Contingency). The engineer's estimate for construction was \$933,960.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** 10 Minutes

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### Proposed Motion

I move to award the contract as presented.

### Board's Strategic Goal

Safety

### Previous Action

On November 21, 2019, the Board of Supervisors accepted a \$143,227 Nevada Department of Wildlife sub-grant Award #SG20-09 (\$47,742 required City cash match) for improvements to the Carson City Rifle and Pistol Range, and authorized the Parks and Recreation Director to sign the sub-grant award and all subsequent grant documents related to the project on behalf of the City.

### Background/Issues & Analysis

The proposed improvements, along with operational changes, were recommended by two independent consultants to bring the Carson City Rifle and Pistol Range to the National Rifle Association's (NRA) minimum recommended standards. The City previously retained Lumos and Associates to prepare the necessary design and engineering requirements as consistent with the NRA Range Source Book. This project, if approved, would authorize construction and ensure the facility is compliant with NRA standards. The project provides for 40 construction days, weather permitting. This project will not only improve safety for the range and the adjacent landfill, but will significantly increase public shooting opportunities for Northern Nevada.

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on November 18, 2019. 12 bids were opened at approximately 11:10 am on December 17, 2019, at 201 North Carson Street Suite 2, Carson

City, NV 89701. Present during the bid opening were Ryan Kellogg, Burdick Excavating; Kurt Matcoll, Aspen Developers Corp.; Brian Barger, Patriot Contractors; Steve Beam, Brunswick Canyon Materials; Craig Miller, Pokrajac Corp.; April Arden, Herback; Cameron Lafferty, Reno Tahoe Construction; Brandon Wheeler, A&K Earth Movers; Andy Good, F.W. Carson Co.; Tom Carey, Cruz Construction; Kyle Harlan, Granite Construction; Leslie Skinner, Spanish Springs Construction; Zack Doane, Impact Construction; Jennifer Budge, Carson City Parks; Darren Anderson and Kate Allen, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

A total of 12 bids were received and a bid tabulation report is attached. The three lowest bids are listed below:

Total		Base Bid	Alternate
1. Four Point Engineering	\$628,162.00	\$107,665.00	\$735,827.00
2. Pokrajac Corporation	\$686,760.50	\$80,229.50	\$766,990.00
3. Aspen Developers Corp.	\$665,622.00	\$118,878.00	\$784,500.00

Staff recommends award to Four Point Engineering, as the lowest responsive and responsible bidder.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project Number: P5005200003  
 FY20 Capital Improvement Program/Capital Projects Fund: 2105050-507010  
 FY20 Quality of Life Fund Capital: 2545046-507010  
 General Fund (Contingency): 1010200-501000

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, this project will be funded from multiple funding sources. Funds adequate to support the base contract amount of \$353,956 (construction) and \$4,500 (project management) from the General Fund (Contingency 1010279-507254) will be transferred to the Quality of Life Fund (2540091-481010) and added to the project budget P5005200003 in account 2545046-507010. \*The 10% project contingency of \$73,583 will only be transferred to Quality of Life Fund on an as needed basis to accommodate project change orders, should any be required.

The NDOW grant also authorizes \$6,856 for facility signage at the range, but is not part of the scope of work for the construction contract and will be managed separately by park staff. The Project Budget from the grant is provided for reference and signage funding is allocated under Project Supplies and Materials.

Construction Funding (includes 10% project contingency):  
 \$ 131,871 Nevada Department of Wildlife Grant  
 \$ 47,742 FY20 CIP (NDOW required grant match)  
 \$ 77,258 FY20 CIP (remaining budget allocation after grant match)  
 \$125,000 FY20 QOL Capital  
 \$427,539 City Contingency Fund\*  
 \$809,410 Total Construction Costs

Project Management

\$4,500	Nevada Department of Wildlife Grant (CC Public Works)
\$4,500	City Contingency (CC Public Works and Lumos & Associates)
\$9,000	Total Project Management Costs
\$818,410	Total Project Costs (Construction and Project Management)

**Alternatives**

1. Award Base bid only and defer short range improvements
2. Do not approve the contract and provide alternative direction to staff.

**Attachments:**

[19300095 Bid Tab Detail.pdf](#)

[Budget Estimate.pdf](#)

[NDOW Grant Project Budget Form.pdf](#)

[19300095 Draft Contract.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts**

775-283-7362

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

Notice to Contractors Bid# **19300095 CC Rifle & Pistol Range Improvements Project**

Date and Time of Opening: **December 17, 2019 @ 11:10am**

Description			Bidder # 1		Bidder # 2		Bidder #3		
			Four Point Engineering		Burdick Excavating Company, Inc.		Granite Construction Company		
BONDING Provided, \$, %, or no			Y		Y		Y		
BIDDER acknowledges receipt addendums			Y		Y		Y		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$55,000.00	\$55,000.00	\$80,000.00	\$80,000.00	\$110,000.00	\$110,000.00
2	Mass Grading	1	LS	\$165,000.00	\$165,000.00	\$196,000.00	\$196,000.00	\$486,710.49	\$486,710.49
3	Rock Lined V-Ditch	1220	LF	\$65.00	\$79,300.00	\$82.00	\$100,040.00	\$45.00	\$54,900.00
4	Range Floor and Backstop Import Material	15401	CY	\$12.00	\$184,812.00	\$20.00	\$308,020.00	\$21.15	\$325,731.15
5	Detention Pond Class 150 Rip Rap	168	CY	\$100.00	\$16,800.00	\$88.00	\$14,784.00	\$91.77	\$15,417.36
6	Remove 24" Flared End Section	2	EA	\$500.00	\$1,000.00	\$290.00	\$580.00	\$150.00	\$300.00
7	Detention Pond Pipe Riser and Grate	2	EA	\$8,500.00	\$17,000.00	\$3,400.00	\$6,800.00	\$6,600.00	\$13,200.00
8	Remove Existing Target Frame Holders	1	LS	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
9	Target Frame Holders	195	EA	\$450.00	\$87,750.00	\$250.00	\$48,750.00	\$450.00	\$87,750.00
10	24" CMP Culvert Pipe	70	LF	\$190.00	\$13,300.00	\$100.00	\$7,000.00	\$120.00	\$8,400.00
11	24" Flared in Section	2	EA	\$2,500.00	\$5,000.00	\$500.00	\$1,000.00	\$2,100.00	\$4,200.00
<b>Schedule B: Additive Alternate – Short Range</b>									
12	Remove PCC Sidewalk	132	SF	\$6.00	\$792.00	\$2.50	\$330.00	\$18.00	\$2,376.00
13	PCC Sidewalk	237	SF	\$13.00	\$3,081.00	\$19.00	\$4,503.00	\$24.50	\$5,806.50
14	Mass Grading	1	LS	\$21,000.00	\$21,000.00	\$17,940.00	\$17,940.00	\$41,908.70	\$41,908.70
15	Range Floor and Backstop Import Material	1436	CY	\$12.00	\$17,232.00	\$21.00	\$30,156.00	\$28.30	\$40,638.80
16	12" PVC SDR 35 Storm Drain Pipe	36	LF	\$310.00	\$11,160.00	\$100.00	\$3,600.00	\$105.00	\$3,780.00
17	12" Flared End Section	1	EA	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$468.00	\$468.00
18	8' High Block Wall and Footing	34	LF	1100	\$37,400.00	600	\$20,400.00	\$740.00	\$25,160.00
19	Target Frame Holders	40	EA	400	\$16,000.00	250	\$10,000.00	\$450.00	\$18,000.00
<b>BP.2.1</b>	<b>Total Bid Price (Schedule A)</b>				\$628,162.00		\$765,474.00		\$1,109,109.00
<b>BP.2.2</b>	<b>Total Additive Alternate Price (Schedule B)</b>				\$107,665.00		\$87,229.00		\$138,138.00
<b>BP.2.3</b>	<b>Total Bid Price (Schedule A + Schedule B)</b>				\$735,827.00		\$852,703.00		\$1,247,247.00
<b>Total Bid Price written in words? y/n</b>									
				Y		Y		Y	
<b>Bidder Information provided? y/n</b>									
				Y		Y		Y	
<b>Sub Contractors listed? y/n or none</b>									
				Y		Y		Y	
<b>Bid Document executed? y/n</b>									
				Y		Y		Y	

**Bid Tabulation Report from Carson City Purchasing & Contracts**

**775-283-7362**

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

Notice to Contractors Bid# **19300095 CC Rifle & Pistol Range Improvements Project**

Date and Time of Opening: **December 17, 2019 @ 11:10am**

Description			Bidder # 4		Bidder # 5		Bidder #6		
			F.W. Carson Co		Aspen Developers Corp		A&K Earth Movers, Inc.		
BONDING Provided, \$, %, or no			Y		Y		Y		
BIDDER acknowledges receipt addendums			Y		Y		Y		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$40,000.00	\$40,000.00	\$57,345.50	\$57,345.50	\$25,949.40	\$25,949.40
2	Mass Grading	1	LS	\$365,000.00	\$365,000.00	\$160,000.00	\$160,000.00	\$313,000.00	\$313,000.00
3	Rock Lined V-Ditch	1220	LF	\$30.00	\$36,600.00	\$18.00	\$21,960.00	\$23.00	\$28,060.00
4	Range Floor and Backstop Import Material	15401	CY	\$30.00	\$462,030.00	\$21.50	\$331,121.50	\$17.80	\$274,137.80
5	Detention Pond Class 150 Rip Rap	168	CY	\$140.00	\$23,520.00	\$90.00	\$15,120.00	\$112.00	\$18,816.00
6	Remove 24" Flared End Section	2	EA	\$1,300.00	\$2,600.00	\$1,300.00	\$2,600.00	\$275.00	\$550.00
7	Detention Pond Pipe Riser and Grate	2	EA	\$3,500.00	\$7,000.00	\$5,000.00	\$10,000.00	\$4,400.00	\$8,800.00
8	Remove Existing Target Frame Holders	1	LS	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$10,500.00	\$10,500.00
9	Target Frame Holders	195	EA	\$300.00	\$58,500.00	\$275.00	\$53,625.00	\$340.00	\$66,300.00
10	24" CMP Culvert Pipe	70	LF	\$150.00	\$10,500.00	\$105.00	\$7,350.00	\$105.00	\$7,350.00
11	24" Flared in Section	2	EA	\$3,000.00	\$6,000.00	\$1,000.00	\$2,000.00	\$630.00	\$1,260.00
<b>Schedule B: Additive Alternate – Short Range</b>									
12	Remove PCC Sidewalk	132	SF	\$16.00	\$2,112.00	\$17.00	\$2,244.00	\$7.00	\$924.00
13	PCC Sidewalk	237	SF	\$20.00	\$4,740.00	\$30.00	\$7,110.00	\$26.00	\$6,162.00
14	Mass Grading	1	LS	\$40,000.00	\$40,000.00	\$18,000.00	\$18,000.00	\$12,000.00	\$12,000.00
15	Range Floor and Backstop Import Material	1436	CY	\$30.00	\$43,080.00	\$24.00	\$34,464.00	\$17.80	\$25,560.80
16	12" PVC SDR 35 Storm Drain Pipe	36	LF	\$90.00	\$3,240.00	\$135.00	\$4,860.00	\$105.00	\$3,780.00
17	12" Flared End Section	1	EA	\$1,700.00	\$1,700.00	\$3,600.00	\$3,600.00	\$700.00	\$700.00
18	8' High Block Wall and Footing	34	LF	600	\$20,400.00	900	\$30,600.00	\$575.00	\$19,550.00
19	Target Frame Holders	40	EA	300	\$12,000.00	450	\$18,000.00	\$340.00	\$13,600.00
BP.2.1	Total Bid Price (Schedule A)				\$1,016,750.00		\$665,622.00		\$754,723.20
BP.2.2	Total Additive Alternate Price (Schedule B)				\$127,272.00		\$118,878.00		\$82,276.80
BP.2.3	Total Bid Price (Schedule A + Schedule B)				\$1,144,022.00		\$784,500.00		\$837,000.00
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					Y		Y		Y
Bid Document executed? y/n					Y		Y		Y

**Bid Tabulation Report from Carson City Purchasing & Contracts**

**775-283-7362**

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

Notice to Contractors Bid# *19300095 CC Rifle & Pistol Range Improvements Project*

Date and Time of Opening: *December 17, 2019 @ 11:10 am*

Description			Bidder # 7		Bidder # 8		Bidder #9		
			Spanish Springs Construction, Inc.		Cruz Construction Co, Inc.		Patriot Contractors, LLC		
BONDING Provided, \$, %, or no			Y		Y		Y		
BIDDER acknowledges receipt addendums			Y		Y		Y		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
<b>Base Bid Items - Schedule A</b>									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$71,478.00	\$71,478.00	\$100,000.00	\$100,000.00	\$50,603.10	\$50,603.10
2	Mass Grading	1	LS	\$440,000.00	\$440,000.00	\$439,000.00	\$439,000.00	\$367,697.90	\$367,697.90
3	Rock Lined V-Ditch	1220	LF	\$46.00	\$56,120.00	\$21.00	\$25,620.00	\$117.67	\$143,557.40
4	Range Floor and Backstop Import Material	15401	CY	\$32.00	\$492,832.00	\$13.00	\$200,213.00	\$23.01	\$354,377.01
5	Detention Pond Class 150 Rip Rap	168	CY	\$120.00	\$20,160.00	\$58.00	\$9,744.00	\$85.46	\$14,357.28
6	Remove 24" Flared End Section	2	EA	\$262.00	\$524.00	\$300.00	\$600.00	\$322.70	\$645.40
7	Detention Pond Pipe Riser and Grate	2	EA	\$4,500.00	\$9,000.00	\$3,150.00	\$6,300.00	\$466.20	\$932.40
8	Remove Existing Target Frame Holders	1	LS	\$1,845.00	\$1,845.00	\$1,000.00	\$1,000.00	\$6,286.49	\$6,286.49
9	Target Frame Holders	195	EA	\$305.00	\$59,475.00	\$210.00	\$40,950.00	\$317.50	\$61,912.50
10	24" CMP Culvert Pipe	70	LF	\$106.00	\$7,420.00	\$64.00	\$4,480.00	\$83.11	\$5,817.70
11	24" Flared in Section	2	EA	\$1,795.00	\$3,590.00	\$500.00	\$1,000.00	\$856.99	\$1,713.98
<b>Schedule B: Additive Alternate – Short Range</b>									
12	Remove PCC Sidewalk	132	SF	\$8.00	\$1,056.00	\$10.00	\$1,320.00	\$7.52	\$992.64
13	PCC Sidewalk	237	SF	\$23.00	\$5,451.00	\$25.00	\$5,925.00	\$13.25	\$3,140.25
14	Mass Grading	1	LS	\$34,990.00	\$34,990.00	\$185,000.00	\$185,000.00	\$27,020.16	\$27,020.16
15	Range Floor and Backstop Import Material	1436	CY	\$33.00	\$47,388.00	\$24.00	\$34,464.00	\$23.01	\$33,042.36
16	12" PVC SDR 35 Storm Drain Pipe	36	LF	\$152.00	\$5,472.00	\$33.00	\$1,188.00	\$63.84	\$2,298.24
17	12" Flared End Section	1	EA	\$353.00	\$353.00	\$1,000.00	\$1,000.00	\$741.21	\$741.21
18	8' High Block Wall and Footing	34	LF	725	\$24,650.00	647	\$21,998.00	\$383.83	\$13,050.22
19	Target Frame Holders	40	EA	316	\$12,640.00	210	\$8,400.00	\$317.50	\$12,700.00
BP.2.1	Total Bid Price (Schedule A)			*	\$1,162,444.00		\$828,907.00	*	\$1,007,901.16
BP.2.2	Total Additive Alternate Price (Schedule B)				\$132,000.00		\$259,295.00	*	\$92,985.08
BP.2.3	Total Bid Price (Schedule A + Schedule B)			*	\$1,294,444.00		\$1,088,202.00	*	\$1,100,886.24
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									
				Y		Y		Y	
Bid Document executed? y/n									
				Y		Y		Y	
<b>*Spanish Springs &amp; Patriot Contractors not balanced to their calculations</b>									

**Bid Tabulation Report from Carson City Purchasing & Contracts**

**775-283-7362**

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

Notice to Contractors Bid# *19300095 CC Rifle & Pistol Range Improvements Project*

Date and Time of Opening: *December 17, 2019 @ 11:10am*

Description			Bidder # 10		Bidder # 11		Bidder #12				
			Herback General Engineering LLC		Reno Tahoe Construction, Inc.		Pokrajac Corporation				
BONDING Provided, \$, %, or no			10%		Y		Y				
BIDDER acknowledges receipt addendums			Y		Y		Y				
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price			
<b>Base Bid Items - Schedule A</b>											
1	Mobilization, Demobilization and Clean-Up	1	LS	\$71,953.00	\$71,953.00	\$37,000.00	\$37,000.00	\$63,875.00	\$63,875.00		
2	Mass Grading	1	LS	\$470,378.00	\$470,378.00	\$210,155.00	\$210,155.00	\$225,333.00	\$225,333.00		
3	Rock Lined V-Ditch	1220	LF	\$30.00	\$36,600.00	\$21.00	\$25,620.00	\$18.00	\$21,960.00		
4	Range Floor and Backstop Import Material	15401	CY	\$22.00	\$338,822.00	\$31.00	\$477,431.00	\$21.50	\$331,121.50		
5	Detention Pond Class 150 Rip Rap	168	CY	\$97.00	\$16,296.00	\$126.00	\$21,168.00	\$64.50	\$10,836.00		
6	Remove 24" Flared End Section	2	EA	\$435.00	\$870.00	\$635.00	\$1,270.00	\$350.00	\$700.00		
7	Detention Pond Pipe Riser and Grate	2	EA	\$3,554.00	\$7,108.00	\$5,000.00	\$10,000.00	\$3,975.00	\$7,950.00		
8	Remove Existing Target Frame Holders	1	LS	\$1,120.00	\$1,120.00	\$2,000.00	\$2,000.00	\$990.00	\$990.00		
9	Target Frame Holders	195	EA	\$174.00	\$33,930.00	\$315.00	\$61,425.00	\$93.00	\$18,135.00		
10	24" CMP Culvert Pipe	70	LF	\$82.00	\$5,740.00	\$91.00	\$6,370.00	\$63.00	\$4,410.00		
11	24" Flared in Section	2	EA	\$652.00	\$1,304.00	\$550.00	\$1,100.00	\$725.00	\$1,450.00		
<b>Schedule B: Additive Alternate – Short Range</b>											
12	Remove PCC Sidewalk	132	SF	\$8.00	\$1,056.00	\$7.00	\$924.00	\$3.75	\$495.00		
13	PCC Sidewalk	237	SF	\$19.00	\$4,503.00	\$15.00	\$3,555.00	\$18.50	\$4,384.50		
14	Mass Grading	1	LS	\$43,280.00	\$43,280.00	\$50,500.00	\$50,500.00	\$10,800.00	\$10,800.00		
15	Range Floor and Backstop Import Material	1436	CY	\$22.00	\$31,592.00	\$30.00	\$43,080.00	\$27.00	\$38,772.00		
16	12" PVC SDR 35 Storm Drain Pipe	36	LF	\$110.00	\$3,960.00	\$167.00	\$6,012.00	\$88.00	\$3,168.00		
17	12" Flared End Section	1	EA	\$710.00	\$710.00	\$1,100.00	\$1,100.00	\$530.00	\$530.00		
18	8' High Block Wall and Footing	34	LF	600	\$20,400.00	745	\$25,330.00	\$540.00	\$18,360.00		
19	Target Frame Holders	40	EA	191	\$7,640.00	315	\$12,600.00	\$93.00	\$3,720.00		
BP.2.1	Total Bid Price (Schedule A)				\$984,121.00		\$853,539.00		\$686,760.50		
BP.2.2	Total Additive Alternate Price (Schedule B)				\$113,141.00		\$143,101.00		\$80,229.50		
BP.2.3	Total Bid Price (Schedule A + Schedule B)				\$1,097,262.00		\$996,640.00		\$766,990.00		
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									Y	Y	Y
Bid Document executed? y/n									Y	Y	Y

Carson City Parks & Recreation  
 Carson City Rifle Range  
 Budget Estimate  
 Date: November 6, 2019  
 Job Number: 9741.000



Budget Estimate					
Item No.	Description	Unit	Quantity	Unit Price	Total Price
<b>Long Range</b>					
1	Mobilization	LS	1	\$ 40,000.00	\$ 40,000
2	Mass Grading	CY	25,000	\$ 9.00	\$ 225,000
3	Rock Lined V-Ditch	LF	488	\$ 35.00	\$ 17,080
4	Range Floor and Backstop Import Material	CY	11,891	\$ 20.00	\$ 237,820
5	Detention Pond Class 150 Rip Rap	SF	4,525	\$ 10.00	\$ 45,250
6	Remove 24" Flared End Section	EA	2	\$ 500.00	\$ 1,000
7	Detention Pond Pipe Riser with Grate	EA	2	\$ 4,000.00	\$ 8,000
8	Target Frame Holders	EA	160	\$ 250.00	\$ 40,000
9	24" CMP Culvert Pipe	LF	70	\$ 100.00	\$ 7,000
10	24" Flared End Section	EA	2	\$ 1,000.00	\$ 2,000
<b>Subtotal</b>					<b>\$ 623,150</b>
<b>Short Range</b>					
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000
2	Remove PCC Sidewalk	SF	132	\$ 10.00	\$ 1,320
3	PCC Sidewalk	SF	237	\$ 20.00	\$ 4,740
4	Mass Grading	CY	2,100	\$ 15.00	\$ 31,500
5	Range Floor and Backstop Import Material	CY	1,436	\$ 20.00	\$ 28,720
6	12" PVC SDR 35 Storm Drain Pipe	LF	36	\$ 45.00	\$ 1,620
7	12" Flared End Section	EA	1	\$ 750.00	\$ 750
8	8' High Block Wall	LF	34	\$ 1,000.00	\$ 34,000
9	Block Wall Footing	SF	192	\$ 100.00	\$ 19,200
10	Target Frame Holders	EA	40	\$ 250.00	\$ 10,000
<b>Subtotal</b>					<b>\$ 151,850</b>
<b>Shooting Bays</b>					
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000
2	Mass Grading	CY	3,805	\$ 10.00	\$ 38,050
3	Range Floor and Backstop Import Material	CY	3,510	\$ 20.00	\$ 70,200
4	Rock Lined V-Ditch	LF	732	\$ 30.00	\$ 21,960
5	Target Frame Holders	EA	35	\$ 250.00	\$ 8,750
<b>Subtotal</b>					<b>\$ 158,960</b>
<b>Total</b>					<b>\$ 933,960</b>

**General Note:**

This budgetary estimate is the Engineer's best judgement as a professional engineer generally familiar with this type of construction. However, since the Engineer has no control over market conditions, the Engineer does not guarantee that proposals, bids, or actual construction cost will not vary from this estimate.



APPLICANT-Fill In		PROJECT BUDGET Alternative format may be used with NDOW approval.	
Description	Quantity	\$ Unit Cost	\$ Total Cost
<b>PERSONNEL</b> (List by type of labor. Skilled labor to be valued at \$??/hour; Unskilled labor to be valued at \$??/hour. Quantity = hours used.)			
N/A			\$0
<b>Sub-Total 1</b>			\$0
<b>PROJECT SUPPLIES &amp; MATERIALS</b>			
<i>See Exhibit F for Project Budget detail</i>			
<b>Sub-Total 2</b>			\$6,856
<b>CONTRACTED SERVICES</b> (Describe and attach subcontractor estimates including design/engineering)			
Long Range: Removal of target lines	1 EA	\$6,000	\$6,000
Shooting Bays: Mobilization	1 LS	\$20,000	\$20,000
Shooting Bays: Mass Grading	3805 CY	\$10	\$38,050
Shooting Bays: Range Floor and Backstop Import of material	3510	\$22.90	\$70,200
Rock Lined V-Ditch	732 LF	\$30	21,960
Target Frame Holders	35 EA	\$250	\$8,750
Carson City Public Works Project Bidding and Project Management	1 LS	\$4,500	\$4,500
Contingency	1 LS	\$14,653	\$14,653
<b>Sub-Total 3</b>			\$184,113
<b>EQUIPMENT</b> (Landowner provided equipment and/or rented equipment. Quantity = hours used. Value not to exceed standard market rate)			
N/A			\$0
<b>Sub-Total 4</b>			\$0
<b>TOTAL PROJECT BUDGET</b> (add sub-totals 1-4)			\$190,969

<b>COST SHARE FUND DISTRIBUTION</b>	
Shooting Range Grant Funds Requested (can not exceed 75% of total project cost)	\$143,227
Applicant Cost Share Funds (Include in-kind value. Non-federal contributions must total at least 25% of total project cost.)	\$47,742

<b>Applicant Cost Share Funds – funding contributors</b> (must equal line above; include all grants received (re: NRA, etc.)	
Applicant Contribution (cash, in-kind, donations) Carson City General Fund Capital Improvement Program – Cash Match	\$47,742
Other:	

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

## Title: Carson City Rifle and Pistol Range Improvement Project

THIS CONTRACT made and entered into this 2<sup>nd</sup> day of January, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Four Point Engineering, 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. 19300095**, titled **Carson City Rifle and Pistol Range Improvement Project**, (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.19300095 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	_____

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

Title: Carson City Rifle and Pistol Range Improvement Project

## 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

## 4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website ([www.carson.org](http://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:

William Wulfing, President  
Four Point Engineering  
11 Red Canyon Rd.  
Wellington, NV 89444  
775-720-2089  
[Fourpointengineering@gmail.com](mailto:Fourpointengineering@gmail.com)

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

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing and Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

Title: Carson City Rifle and Pistol Range Improvement Project

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Seven Hundred Thirty Five Thousand Eight Hundred Twenty Seven Dollars and 00/100 (\$735,827.00).

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

Title: Carson City Rifle and Pistol Range Improvement Project

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

## Title: Carson City Rifle and Pistol Range Improvement Project

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

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

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

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

## Title: Carson City Rifle and Pistol Range Improvement Project

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

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

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21**.

### 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:

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

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

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

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

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

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

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

## 8. FAIR EMPLOYMENT PRACTICES:

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

8.1.1 *In connection with the performance of work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

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



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

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8.2 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the CONTRACTOR provides a written certification that the CONTRACTOR is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONTRACTOR shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONTRACTOR's non-compliance with this Section.

## 9. PREFERENTIAL EMPLOYMENT:

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

## Title: Carson City Rifle and Pistol Range Improvement Project

construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

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

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

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

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

### 14. **INDEPENDENT CONTRACTOR:**

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

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

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

### 15. **INSURANCE REQUIREMENTS (GENERAL):**

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

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# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

## Title: Carson City Rifle and Pistol Range Improvement Project

liability except as specifically provided in this Contract.

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the 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 certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, 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, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

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, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required 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 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

## Title: Carson City Rifle and Pistol Range Improvement Project

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 under federal and Nevada law 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 2, Carson City, NV 89701:

15.16 **Certificate of Insurance:** Contractor shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

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

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying 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:**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

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 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available

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# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

Title: Carson City Rifle and Pistol Range Improvement Project

insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

15.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

15.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy

## 15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

15.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

15.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.

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

15.22.1 *Minimum Limit required:*

15.22.2 CONTRACTOR shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

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

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of 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 not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by 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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300095

## Title: Carson City Rifle and Pistol Range Improvement Project

**CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

15.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### 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

Contract No: 19300095

## Title: Carson City Rifle and Pistol Range Improvement Project

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 must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

24.1.3 **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.

24.1.4 **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).

24.14.1 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 Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, 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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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§635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

### 25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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

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

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

### 26. GENERAL WARRANTY:

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

### 27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

### 28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

### 29. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

### 30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between



# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 19300095**

**Title: Carson City Rifle and Pistol Range Improvement Project**

this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. 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:

**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**

Attn: Carol Akers, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

#### **CITY'S LEGAL COUNSEL**

Carson City District Attorney  
I have reviewed this Contract and approve  
as to its legal form.

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR will not be given authorization  
to begin work until this Contract has been  
signed by Purchasing and Contracts**

**BY:** Carol Akers  
Purchasing & Contracts Administrator

**Contract# 19300095**  
**Project# P5005200003**  
**Account # 2105050 507010**  
**2545046 507010**  
**1010200 501000**

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

Dated \_\_\_\_\_

### **PROJECT CONTACT PERSON:**

Darren Anderson, Project Manager  
Telephone: 775-283-7584

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 19300095**

**Title: Carson City Rifle and Pistol Range Improvement Project**

**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:** William Wulfing

**TITLE:** President

**FIRM:** Four Point Engineering

**CARSON CITY BUSINESS LICENSE #:** 20-00031420

**NEVADA CONTRACTORS LICENSE #:** 78773A

**Address:** 11 Red Canyon Rd.

**City:** Wellington      **State:** NV      **Zip Code:** 89444

**Telephone:** 775-720-2089

**E-mail Address:** [fourpointengineering@gmail.com](mailto:fourpointengineering@gmail.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**

**Contract No: 19300095**

**Title: Carson City Rifle and Pistol Range Improvement Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 2, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300095** and titled **Carson City Rifle and Pistol Range Improvement Project**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
ROBERT L. CROWELL, MAYOR

DATED this 2<sup>nd</sup> day of January, 2020

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 2<sup>nd</sup> day of January, 2020

# PERFORMANCE BOND

Doc. No. 2151  
(Rev. 11-17-99)

Bond #: \_\_\_\_\_

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

\_\_\_\_\_ a corporation duly organized under the laws of \_\_\_\_\_, 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 \$ \_\_\_\_\_ (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 # 19300095** and titled **Carson City Rifle and Pistol Range Improvement Project** 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 # 19300095** and titled **Carson City Rifle and Pistol Range Improvement Project**

<b>BY:</b>	<b>(Signature of Principal)</b>     <b>L.S.</b>
<b>TITLE:</b>	
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	

**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:**

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

**NOTICE:**

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

# LABOR AND MATERIAL PAYMENT BOND

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 # 19300095** and titled **Carson City Rifle and Pistol Range Improvement Project** 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 # 19300095** and titled **Carson City Rifle and Pistol Range Improvement Project**  
 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.

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

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

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

**NOTICE:**

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

# BID PROPOSAL

## CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Four Point Engineering, as "Principal," and Travelers Casualty and Surety Company of America, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five percent of bid dollars (\$ 5% ) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # **19300095**, PWP # **CC-2020-087**, for the Project Title: **Carson City Rifle and Pistol Range Improvements Project**.

NOW, THEREFORE,


- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract 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
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

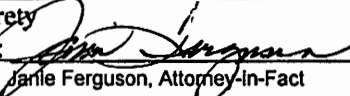
then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, *in no event, exceed the penal amount of the obligation as herein stated.*

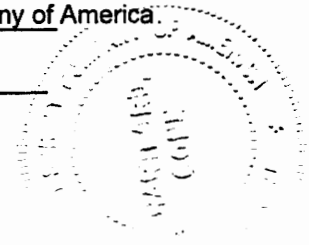
The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.**

Signed, Sealed and dated: December 13, 2019

Four Point Engineering  
Principal  
By:   
Wade Wulfig

Travelers Casualty and Surety Company of America  
Surety  
By:   
Janie Ferguson, Attorney-in-Fact







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Janie Ferguson** of **MINDEN Nevada**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.


By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this Thirteenth day of December, 2019



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

# BID PROPOSAL

**BID #19300095**

**BID TITLE: "Carson City Rifle and Pistol Range Improvements Project"**

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

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

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

**BIDDER** acknowledges receipt of 3 Addendums.

**BP.1 SUMMARY**

Description	Scheduled Value	Unit	Unit Price	Total Price
<b>Schedule A: Base Bid Including Long Range and Shooting Bays</b>				
1 Mobilization, Demobilization and Clean-Up	1	LS	55,000	55,000
2 Mass Grading	1	LS	165,000	165,000
3 Rock Lined V-Ditch	1220	LF	65 <sup>00</sup>	79,300
4 Range Floor and Backstop Import Material	15401	CY	12 <sup>00</sup>	184,812
5 Detention Pond Class 150 Rip Rap	168	CY	100 <sup>00</sup>	16,800
6 Remove 24" Flared End Section	2	EA	500 <sup>00</sup>	1,000
7 Detention Pond Pipe Riser and Grate	2	EA	8,500	17,000
8 Remove Existing Target Frame Holders	1	LS	3,200	3,200
9 Target Frame Holders	195	EA	450 <sup>00</sup>	87,750
10 24" CMP Culvert Pipe	70	LF	190 <sup>00</sup>	13,300
11 24" Flared in Section	2	EA	2,500	5,000
<b>Schedule B: Additive Alternate - Short Range</b>				
12 Remove PCC Sidewalk	132	SF	6 <sup>00</sup>	792 <sup>00</sup>
13 PCC Sidewalk	237	SF	13 <sup>00</sup>	3081 <sup>00</sup>
14 Mass Grading	1	LS	21,000	21,000
15 Range Floor and Backstop Import Material	1436	CY	12 <sup>00</sup>	17,232
16 12" PVC SDR 35 Storm Drain Pipe	36	LF	310 <sup>00</sup>	11,160
17 12" Flared End Section	1	EA	1,000	1,000
18 8' High Block Wall and Footing	34	LF	1,100	37,400
19 Target Frame Holders	40	EA	400 <sup>00</sup>	16,000
<b>BP.2.1 Total Base Bid Price (Schedule A)</b>				<b>628,162</b>
<b>BP.2.2 Total Additive Alternate Price (Schedule B)</b>				<b>107,665</b>
<b>BP.2.3 Total Bid Price (Schedule A + Schedule B)</b>				<b>735,827</b>

**BP.3.1** Total Base (Schedule A) Bid Price Written in Words:

Six hundred twenty eight thousand one hundred sixty two Dollars

**BP.3.2** Total Additive Alternate (Schedule B) Bid Price Written in Words:

one hundred seven thousand six hundred sixty five Dollars

# BID PROPOSAL

**BP.3.3 Total Bid Price (Schedule A + Schedule B) Written in Words:**

Seven hundred thirty five thousand eight hundred twenty seven Dollars

**BP.4 BIDDER INFORMATION:**

Company Name: <i>Four Point Engineering</i>
Federal ID No & DUNS No.: <i>81-3727413, 01026772</i>
Mailing Address: <i>11 Red Canyon Rd.</i>
City, State, Zip Code: <i>Wellington, NV. 89444</i>
Complete Telephone Number: <i>(775) 720-2089</i>
Complete Fax Number: <i>(775) 465-1216</i>
Fax Number including area code: <i>(775) 465-1216</i>
E-mail: <i>Fourpointengineering@gmail.com</i>

Contact Person / Title: <i>William Wulfing / President</i>
Mailing Address: <i>11 Red Canyon Rd.</i>
City, State, Zip Code: <i>Wellington, NV. 89444</i>
Complete Telephone Number: <i>(775) 720-2089</i>
Complete Fax Number: <i>(775) 465-1216</i>
E-mail Address: <i>Fourpointengineering@gmail.com</i>

**BP.5 LICENSING INFORMATION:**

Nevada State Contractor's License Number: <i>78773A</i>
License Classification(s): <i>A - General Engineering</i>
Limitation(s) of License: <i>4,000,000</i>
Date Issued: <del><i>12-13-18</i></del> <i>WW. 9-19-17</i>
Date of Expiration: <i>9-30-2021</i>
Name of Licensee: <i>William Wulfing / Four Point Engineering</i>
Carson City Business License Number: <i>19-00031420</i>
Date Issued: <i>12-13-18</i>

# BID PROPOSAL

Date of Expiration: <i>12-31-19</i>
Name of Licensee: <i>William Wulfig / Four Point Engineering</i>

**BP.6 DISCLOSURE OF PRINCIPALS:**

**Individual and/or Partnership:**

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address: <i>N/A</i>
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

**Corporation:**

State in which Company is Incorporated: <i>NEVADA</i>
Date Incorporated: <i>12-5-16</i>
Name of Corporation: <i>Four Point Engineering</i>
Mailing Address: <i>11 Red Canyon Rd.</i>
City, State, Zip Code: <i>Wellington, NV. 89444</i>
Telephone Number: <i>(775) 720-2089</i>
President's Name: <i>William Wulfig</i>
Vice-President's Name: <i>N/A</i>

# BID PROPOSAL

Other 1) Name & Title: Secretary - Cyndi Wulfing

**BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1) <u>Josh Rasmussen</u>	<u>5</u>

Title 1) Treasurer

Name 2)	
---------	--

Title 2)

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

Title 3)

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

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

Title 6)

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

# BID PROPOSAL

## BP.8 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): Driscoll's Strawberries
Contract Person: Dan McClure
Mailing Address: 22000 Bend Ferry Rd.
City, State, Zip Code: Red Bluff, CA. 96080
Complete Telephone Number: (775) 220-4107
E-Mail Address: DAN@markhemanagement.com
Project Title: DSA. Blueberry Expansion Infrastructure
Amount of Contract: 450,000
Scope of Work: Grading, Concrete, Water line, Sewer line, Storm Drain
Company Name 2): Douglas County
Contract Person: Scott McCullough
Mailing Address: 1615 8th Street
City, State, Zip Code: Minden, NV. 89423
Complete Telephone Number: (775) 790-5212
E-Mail Address: SMcCullough@DouglasNV.us
Project Title: Johnson Lane Park Site Improvement project
Amount of Contract: 580,000
Scope of Work: Grading, paving, concrete, CMU wall, pavers, Landscaping

# BID PROPOSAL

Company Name 3): Lone Pine Paiute Shoshone Reservation
Contract Person: John Bowden
Mailing Address: 1103 S. Main Street
City, State, Zip Code: Lone Pine, Ca. 93545
Complete Telephone Number: (760) 264-3316
E-Mail Address: JF Bowden@gmail.com
Project Title: Camp Antelope Improvement Project
Amount of Contract 1,000,000
Scope of Work: Water line, Sewer line, Grading, paving, concrete
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:

**Four Point Engineering**

**11 Red Canyon Road**

**Wellington, NV 89444**

**775-465-1216**

**[fourpointengineering@gmail.com](mailto:fourpointengineering@gmail.com)**

**QUALIFICATION STATEMENT**

Carson City BMX lighting project- 2014 \$40,000.00

Carson City Public Works

Zack Doane 775-721-5006 (Four Point was a sub)

Bridge Street and East River Street repair project- 2015 \$150,000.00

Town of Truckee, CA

Mike Vaughan 530-414-3344

CSMS Army National Guard- curb, gutter, retaining wall project-2015  
\$120,000.00

State of Nevada Public Works

Dan Daily 775-684-4141



Driscoll's Strawberry and Associates- Infrastructure for new blueberry expansion, infrastructure for new blackberry expansion, Drainage improvements and fertilizer lift stations for strawberry division- 2015 \$450,000.00

Dan McClure 530-736-8497

Mammoth Elementary School Paving Lot Upgrades-2015 \$100,000.00

Haislip Hayes 760-934-8989

Lone Pine Paiute Shoshone Reservation- Well #5 upgrades-2016 \$120,000.00

John Bowden 760-264-3316

Bridgeport Sewer Force Main- 2016 \$30,000.00

BUPD

Tom Mullinax 760-932-7251

Carson City Indian Colony Sewer Lateral Project-2016 \$50,000.00

Louis Bernasconi 760-215-1946

Trout Creek Pocket Park-2016 \$200,000.00

Alexis Ollar 808-551-9262

Myron Drive Water Quality Improvement Project-2016 \$150,000.00

Jennifer Roman 775-588-7178

Pa-Me Lane Loop Water Line-2016 \$100,000.00

Terry Tye 760-920-1472

Johnson Lane Park Site Improvement Project-2016 \$580,000.00

Scott McCullough 775-790-5215

Big Pine Water Systems Improvements-2017 \$900,000.00

Alan Bacock 760-264-6706

Coleville Camp Antelope Demolition-2017 \$600,000.00

John Bowden 760-264-3316

Fort Independence Road Bore and Water Main Connection-2017 \$200,000.00

Carl Dahlberg 760-8785151

Sierra Lakes County Water District-2017 \$62,000.00

Bill Quesnel 530-913-7393

Bridgeport PUD HWY 182 Sewer Replacement-2017-2018 \$300,000.00

Tom Mullinax 909-730-8827

Bridgeport PUD Stock Drive CIPP Project-2018 \$150,000.00

Tom Mullinax 909-730-8827

Centennial Park Sewer Project-2017-2018 \$180,000.00

Rick Cooley 775-443-5352

Camp Antelope Improvement Project- 2018 \$1,000,000.00

John Bowden 760-264-3316

Smith Valley Fiber Optic Placement Project- 2018 \$300,000.00

Doug Curtis 775-721-0704


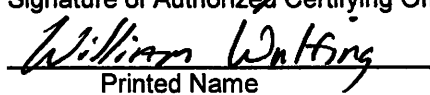
Town of Minden Water Line- 2018 \$200,000.00


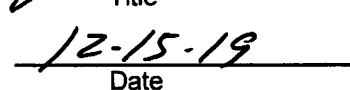
Jeff Cady 775-721-8671

# BID PROPOSAL

## BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

  
 Signature of Authorized Certifying Official  
  
 Printed Name

  
 Title  
  
 Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### BIDDER'S SAFETY INFORMATION

#### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2018	.92	1.0
2019	.91	1.0

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

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

# BID PROPOSAL

## SUBCONTRACTORS

**BP.10 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 Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor	Address	
<i>Four point engineering</i>	<i>11 Red Canyon Rd. Wellington, NV. 89444</i>	
Phone	NV Contractor License #	Limit of License
<i>(775) 740-2089</i>	<i>007877A</i>	<i>4,000,000</i>
	DUNS#	
	<i>01026772</i>	
Description of work	<i>Mass grade, Rock Ditch, Range Floor, Riprap, Piping, Target holders Concrete work, (mu wall,</i>	
Name of Subcontractor	Address	
<i>Impact Construction</i>	<i>PO Box 59 Gardnerville, NV. 89410</i>	
Phone	NV Contractor License #	Limit of License
<i>(775) 741-5006</i>	<i>70995A</i>	<i>1,250,000</i>
	DUNS#	
	<i>026897268</i>	
Description of work	<i>Mass grade, Rock Ditch, Range Floor</i>	
Name of Subcontractor	Address	
Phone	NV Contractor License #	Limit of License
	DUNS#	
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License #	Limit of License
	DUNS#	
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.11 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>Four point Engineering</i>	Address <i>11 Red Canyon Rd. Wellington, NV. 89444</i>	
Phone <i>(775) 720-2089</i>	NV Contractor License # <i>0078772A</i> DUNS# <i>01026772</i>	Limit of License <i>4,000,000</i>
Description of work <i>MASS grade, Rock Ditch, Range Floor, Riprap, Piping, Target holders, Concrete Work, CMU Wall</i>		
Name of Subcontractor <i>Impact Construction</i>	Address <i>PO box 59 Gardnerville, NV. 89410</i>	
Phone <i>(775) 721-5006</i>	NV Contractor License # <i>70995A</i> DUNS# <i>026897268</i>	Limit of License <i>1,250,000</i>
Description of work <i>MASS grade, Rock Ditch, Range Floor</i>		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 12 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>Four Point Engineering</i>	Address <i>11 Red Canyon Rd. Wellington, NV. 89444</i>	
Phone <i>(775) 720-2089</i>	NV Contractor License # <i>0078773A</i> DUNS# <i>01026772</i>	Limit of License <i>4,000,000</i>
Description of work <i>MASS grade, Rock Ditch, Range Floor, Rip RAP, PIPING, Target Holders, Concrete work, CMU Wall</i>		
Name of Subcontractor <i>Impact Construction</i>	Address <i>PO Box 59 Gardnerville, NV. 89410</i>	
Phone <i>(775) 721-5006</i>	NV Contractor License # <i>70995A</i> DUNS# <i>026897268</i>	Limit of License <i>1,250,000</i>
Description of work <i>MASS grade, Rock Ditch, Range Floor</i>		
Name of Subcontractor <i>Soil Tech</i>	Address <i>2090 Kleppe Lane Sparks, NV. 89431</i>	
Phone <i>(775) 324-5547</i>	NV Contractor License # <i>33450</i> DUNS# <i>805872306</i>	Limit of License <i>Unlimited</i>
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

# BID PROPOSAL

BP.13

<b>CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS</b>					
The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.					
Business name and address of the contractor making payment:				CONTRACT NUMBER: _____	
	Date Invoiced by Subcontractor	Amount Invoiced by	Date Subcontractor was Paid	Amount Paid for Work or	Amount Paid for Supplies
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Subcontractor name:</b> Total subcontract amount: \$					
<b>Signature of authorized representative of the contractor</b>	<b>Title of person signing</b>		<b>Date Submitted</b>		
The contractor attests that the information provided is accurate.					



# BID PROPOSAL

**BP.14 ACKNOWLEDGMENT AND EXECUTION:**

STATE OF Nevada )  
COUNTY OF Douglas ) SS

I William Wulfing (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 "Carson City Rifle and Pistol Range Improvements Project", contract number 19300095, 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:**

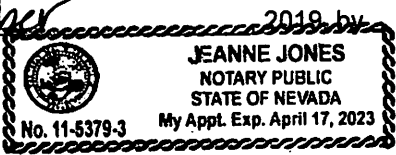
PRINTED NAME OF BIDDER: William Wulfing  
TITLE: President  
FIRM: Four point Engineering  
Address: 11 Red Canyon Rd.  
City, State, Zip: Wellington, NV. 89444  
Telephone: (775) 720-2089  
Fax: (775) 465-1216  
E-mail Address: Fourpointengineering@gmail.com

[Signature]  
(Signature of Bidder)

DATED: 12-13-19

Signed and sworn (or affirmed) before me on this 13 day of December 2019, by William Wulfing

[Signature]  
(Signature of Notary)



(Notary Stamp)

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)  
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada  
COUNTY OF Douglas } SS

I, William Watkins (Name of party signing this affidavit and the Proposal Form) president (title).  
being duly sworn do depose and say. That Four point engineering (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

[Signature]  
Signature  
president  
Title

Sworn to before me this 13 day of December, 20 19



[Signature]  
Notary Public, Judge or other Official

# **Certification Required By Section 1352 of Title 31**

## **Completed Form Required**

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**  
**RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

William Wulfing  
Name (please type or print)

  
Signature

President  
Title

# **Disclosure of Lobbying Activities**

**Completed Form Required**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p><b>1. Type of Federal Actions:</b></p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
		<p>For Material Change Only:                  year _____ quarter _____                  date of last report _____</p>
<p><input type="checkbox"/> <b>4. Name and Address of Reporting Entity:</b>                  Prime <input type="checkbox"/> Sub-awardee                   Tier _____, if known:                   Congressional District, if known:</p>		<p><b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>                    Congressional District, if known:</p>
<p><b>6. Federal Department/Agency:</b></p>		<p><b>7. Federal Program Name/Description:</b>                   CFDA Number, if applicable: _____</p>
<p><b>8. Federal Action Number, if known:</b></p>		<p><b>9. Award Amount, if known:</b>                  \$ _____</p>
<p><b>10. a. Name and Address of Lobbying Entity</b>                  (if individual, last name, first name, MI):                    (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)                  (last name, first name, MI):                    (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>
<p><input type="checkbox"/> <b>11. Amount of Payment</b> (check all that apply):  <input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p><b>13. Type of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
<p><b>12. Form of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>                       (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>





# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:



or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:



**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

## DUNS Number

Contractors and sub-contractors need to have a DUNS number (obtained from Dun & Bradstreet: <http://www.sba.gov/content/getting-d-u-n-s-number> ) and be registered in the US Government System for Award Management (SAM: <https://www.sam.gov> ) for ease of verification they are not debarred from working on projects with federal funding. SAM registration must be completed and valid to execute the Contract. This is in addition to assuring they are properly licensed by the Nevada State Contractor's Board.

If owner of company is designating someone else to sign payrolls this form needs to be signed by the owner and put with the company payrolls

**CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION**

PROJECT NAME: Carson City Rifle and pistol Range Improvements

PROJECT NUMBER: P 5005 2003

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Federal Statement of Compliance which will accompany our weekly certified payroll reports for this project:

81-3727413  
IRS Employer Identification Number

Cyndi Wulfing  
Authorized Payroll Officer (signature)

Cyndi Wulfing  
Name of Authorized Payroll Officer  
(Print or type)

Four Point Engineering  
Prime Contractor/Subcontractor  
(Print or Type name of firm)

[Signature]  
Authorized Signature

President  
Title (Print or type)

12-15-19  
Date

N/A

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS					
The Standard Specifications for Road and Bridge Construction Section 109.08 requires each contractor to submit to NDOT a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the NDOT resident engineer overseeing the contract.					
Business name and address of the contractor making payment:					NDOT CONTRACT NUMBER: _____
	Date Invoiced by Subcontractor	Amount Invoiced by Subcontractor	Date Subcontractor was Paid	Amount Paid for Work or Services	Amount Paid for Supplies
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Subcontractor name:					
Total subcontract amount: \$					
Signature of authorized representative of the contractor		Title of person signing		Date Submitted	
The contractor attests that the information provided is accurate.					



NV. LIC. #0078773A CA. LIC. #1033039

Election of Scheduled Work Week

Jobsite: Carson City Gun Range

I, William Wulking / Four Point Engineering have been given the option of voluntarily working either:

WW 4 days at 10 hours per shift

\_\_\_\_\_ 5 days at 8 hours per shift.

My choice is indicated by my initials beside the schedule of my choice.

WW Signature

William Wulking Printed Name

**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 2**  
**Carson City, NV 89701**  
**775-283-7362/FAX 887-2286**  
**NOTICE TO CONTRACTORS**  
**BID #19300095**  
**Carson City Rifle and Pistol Range Improvements**

December 6, 2019

**Addendum No. 1**

The Pre-Bid Conference Sign-in Sheet is attached.

**The following clarifications are provided**

**Geotechnical Investigation:**

A geotechnical report is not available for the project site. Any contractor that would like to dig some test pits will be allowed to on 12/16. The contractor must email a basic map and description to Carol Akers ([cakers@carson.org](mailto:cakers@carson.org)) and Darren Anderson ([danaderson@carson.org](mailto:danaderson@carson.org)), showing proposed testing locations, basic description of test pits to be dug, and the time proposed to be at the site. The Contractor will be required to sign a right-of-entry agreement which will be provided by the City once the proposed plan has been received. Upon approval, the City will provide access to the site on the agreed date and time.

**Construction Access:**

The contractor will be given gate access during construction. The gate may remain open while the contractor is on site but must be locked when the contractor is not present. The contractor will be responsible for storage and security of all equipment and materials.

**Staging Area:**

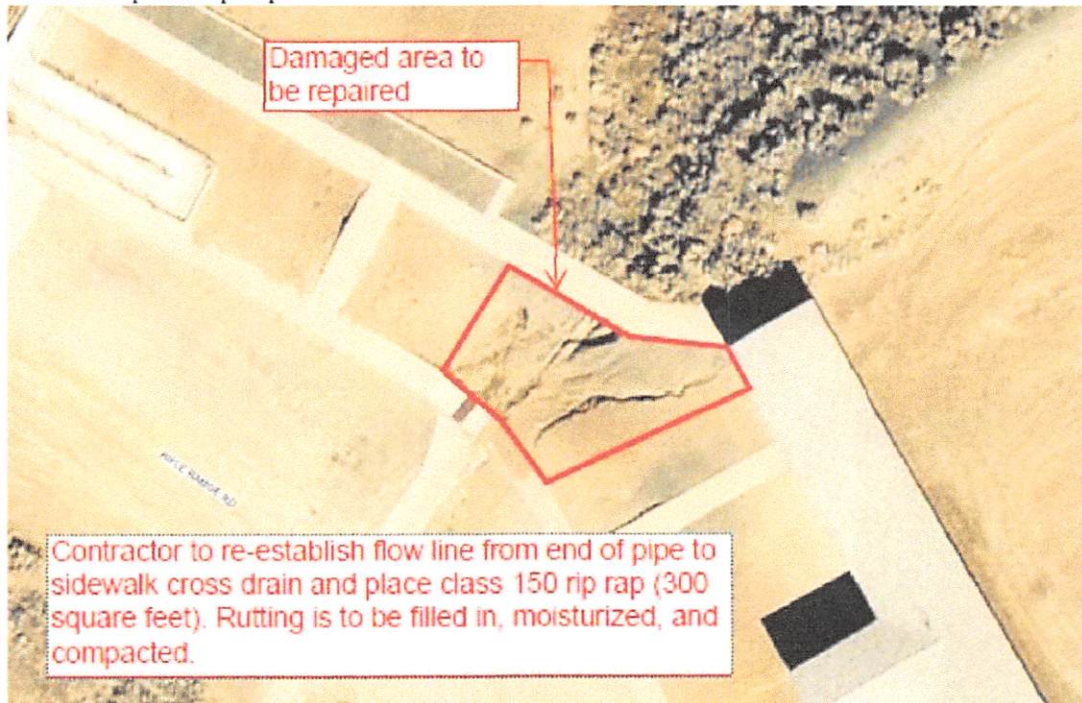
The Rifle Range will be closed to all other users during the construction of the project. The contractor may use the rifle range parking area and area to the south of the parking area for staging. The access road to the adjacent property must remain open.

**Attachment C Federal Forms:**

All forms in Attachment C except for the Contractor's Monthly Report of Payments to Subcontractors and Election of Schedule Work Week are to be filled out and submitted with the bid proposal.

**Stormwater Damage Between Short and Long Range:**

The following information is provided as additional information on the stormwater damage repair between the short and long range. Grading work required to make the repairs is to be paid under bid item 2 – mass grading, rip rap is to be paid under bid item under bid item 5 – detention pond rip rap.



**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 2**  
**Carson City, NV 89701**  
**775-283-7362/FAX 887-2286**  
**NOTICE TO CONTRACTORS**  
**BID #19300095**  
**Carson City Rifle and Pistol Range Improvements**

**Addendum No. 2**

**The following clarifications are provided**

**SB207 Act Relating to Apprentices**

*SB207 relating to apprentices on local government projects will not be required to be followed for this project.*

**Lead Content in Soil**

*The lead content is unknown. The City has not conducted any testing to determine the amount of lead content in the soil. No lead testing will be required to be provided to the City as a part of this project.*

**Planned Lead Reclamation Activities**

*The City is currently negotiating a contract with a third party contractor to conduct lead reclamation activities at the project site. While the contract is not finalized, it is anticipated that the reclamation activities will take place beginning January 3 for approximately 2 weeks, weather permitting. Reclamation will be complete prior to the improvement project. The reclamation scope of work will include: Excavating the soil from all lateral berms (short range, shooting bays), backstops (short range and long range) and intermediary berms (long range). The soil is anticipated to be excavated 6" to 2 feet, and then the lead is separated and cleaned from the soil. All cleaned soil will remain on site and will not impact on-site dirt quantities. While a significant amount of lead is likely to be removed, it will not be entirely removed from the site.*

**Import Material for Backstop and Range Floor**

*Class A Backfill, Table 200.03.02-1 of the Standard Specification for Public Works Construction is an acceptable alternative to the material gradation shown on plan sheet C4.0 Detail 3 for Backstop and Range Floor Gradation.*



<u>Sieve Size</u>	<u>Percent by Weight Passing Sieve</u>
3/8	100
No. 4	90-100
No. 50	10-40
No. 100	3-20
No. 200	0-15

**Questions received as of 12/12/19 are answered below (answers in italics)**

**On plan page C1.1 under Environmental Notes #29 & #36, there is conflicting information with regard to stabilizing or revegetating disturbed areas with Dust Palliative, Hydromulch or Industry BMP's – please clarify.**

*Note #29: A dust palliative shall be used, but requires owner's approval*

*Note #36: Re-seeding of disturbed areas shall be conducted using a broadcast seeding method. Seed mix and rate to be approved by owner.*

**Is there a revegetation warranty period?**

*Per the general conditions GC 8.9 the warranty period for the project is 1 year including revegetation.*

**Will the owner require any additional employee PPE or training beyond state and federal regulations?**

*No*

**I noticed in Addendum #1, that a geotechnical report is not available for this project. Is there any provision if rock or unsuitable material is encountered or should the contractor assume the risk for any type of subsurface material encountered?**

*Rock or unsuitable material is to be handled per general condition GC 6.2 Differing Site Conditions. The work is assumed to be able to be completed with typical earthmoving equipment (i.e. no blasting necessary). The contractor should expect to encounter loose rock and boulders however, solid bedrock would be considered an unforeseen condition.*

**Sheet C2.0 indicates contractor to use excess material to bolster lateral berms, Sheet C1.1 Note 23 indicates contractor to remove excess grading materials off site and dispose. Please clarify**

*All excess grading material is to remain on site.*

**Sheet C3.0- Can contractor remove and replace bollards to facilitate work?**

*Yes, they are removal bollards, however, this cost is to be included in the bid items listed and will not be paid as an additional cost at the time of construction.*

**C4.0 Detail 2- Can the contractor install a permanent sleeve at target frame holder pocket location?**

*No. Pre-cast or cast in place, utilizing a form/mold are the preferred methods to ensure ease of maintenance once constructed. Dimensions must be the same as indicated on the plans.*

**Would a precast target holder be acceptable? If poured in place, what shall prevent the target holder from cracking at adjacent pocket locations during cure time? Is there any reinforcements within target frame holder?**

*Yes a precast target holder is acceptable as long as the dimensions are the same as shown on the plans. Should precast be used, the City would like to work with the contractor to obtain the form/mold used for future City use.*

**Section 7.3.5 page 107 indicates work period Mon-Thurs 7am-5:30pm. Is Friday and weekend work to be assumed as non-working periods?**

*Yes, the standard work week for the project is 4-10 hours days between the times of 7am to 5:30pm. Friday, Saturday, and Sunday are non-working periods.*

**There is a #200 DI to be installed but no specific bid item associated, and does not state in the specials what item this is to be paid under. If included in a bid item can you please provide which one so that it can be included?**

*The #200 DI's are to be paid under bid item 7 – Detention Pond Pipe Riser and Grate (described in SC 3.8).*

**In the special Conditions, section 3.6 line B states a payment description that does not match the bid item description. Can you please clarify payment terms for Bid item 5?**

*Section 3.6 line B (bid item 5) should be corrected to state "Payment for importing and placing Class 150 Rip Rap shall be made at the unit price named in the bid schedule.*

**Regarding water for the project, is Carson City to provide water for the project? If so, at what location?**

*The contractor may use City water for the project and may use the hydrant at the intersection of Flint and Rifle Range Road. The contractor will be required to obtain a meter from the Public Works Department which requires a refundable \$1000 deposit. Usage of City water will be billed at \$27.30 per month and \$3.71 per thousand gallons.*

**CARSON CITY PURCHASING AND CONTRACTS**  
**201 North Carson Street, Suite 2**  
**Carson City, NV 89701**  
**775-283-7362/FAX 887-2286**  
**NOTICE TO CONTRACTORS**  
**BID #19300095**  
**Carson City Rifle and Pistol Range Improvements**

December 13, 2019

**Addendum No. 3**

LEAD NOTICE

The worksite is a shooting range at which lead ammunition has been used over the course of many years. The lead and brass have routinely been removed from the range floor over the years, but lead has never been removed from the range backstops or berms. The City is planning to contract with a lead abatement contractor to scrape and screen the surfaces of the target backstops and the lateral berms on the shooting bays where lead is concentrated. The City will inform the Contractor if the abatement does not occur. While the lead abatement contractor should remove most of the lead, the City and the lead abatement contractor will not give assurances that all lead has been removed from the site.

The Contractor must observe all federal, state, and local guidelines, procedures, or best management practices for worker protection regarding possible exposure to lead or dust containing lead when excavating or working on shooting range floors, backstops, or berms, or any other areas that could contain lead.