



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 6, 2020

Staff Contact: Carol Akers and Darren Schulz

Agenda Title: For Possible Action: Discussion and possible action regarding a determination that A&K Earth Movers Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 19300092, Airport Road Reconstruction and Utility Replacement Project, for a total not to exceed amount of \$2,196,700. (Carol Akers, CAkers@carson.org and Dan Stucky, DStucky@carson.org)

Staff Summary: The contract is for all labor, material, tools and equipment necessary for the Airport Road and Utility Replacement Reconstruction Project. The purpose of the project is to remove and replace existing sewer and water mains between the intersection of Highway 50 and Minonee Lane. Once the sewer and water mains are replaced, that section of Airport road will be reconstructed. The construction contract is for the base bid amount of \$1,997,000, plus a 10% contingency amount of \$199,700 to be funded from the Wastewater Utility Capital Projects and Water Utility Capital Projects accounts as well as a Surface Transportation Block Grant (STBG). The engineer's estimate for construction was \$2,350,000.

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

Proposed Motion

I move to award the contract as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

None

Background/Issues & Analysis

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on November 14, 2019. Four bids were opened at approximately 11:10 am on January 14, 2020, at 201 North Carson Street Suite 2, Carson City, NV 89701. Present during the bid opening were Darcy Carpenter, Sierra Nevada Construction, Inc.; Jason Whitney, Rain for Rent; Brandon Wheeler, A&K Earth Movers; Kurt Matcoll, Aspen Developers Corp.; Eddie Garcia, Cruz Construction; Craig Miller, Pokrajac Corp.; Jeff Freeman, Kate Allen and Courtney Melhaff, Carson City Public Works Department; and Carol Akers, Carson City Purchasing and Contracts Administrator.

	Base Bid
1. A & K Earth Movers, Inc.	\$1,997,000.00
2. Cruz Construction Co., Inc.	\$2,046,780.90
3. Sierra Nevada Construction, Inc.	\$2,379,007.00
4. Aspen Developers Corp.	\$2,650,006.50

Staff recommends award to A&K Earth Movers, Inc., 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 #P320118065

Wastewater Utility Capital Projects-Construction Account # 5103205 507010

Water Utility Capital Projects-Construction Account # 5203505 507010

Regional Transportation Fund (Federal-STBG) Capital Projects-Construction Account # 2503035 507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project #P320118065

Account # 5103205 507010 will be reduced by \$1,512,459

Account # 5203505 507010 will be reduced by \$505,241

Account # 2503035 507010 will be reduced by \$179,000

Staff will be augmenting the FY20 Budget to add unspent project expenses from FY19 in the amount of \$2,184,945 for the Water and Sewer Funds, and \$179,000 in STBG Funding for the Regional Transportation Fund.

Alternatives

Do not approve the contract and provide alternative direction to staff.

Attachments:

[Vicinity Map Airport Reconstruction.pdf](#)

[Summary of Project Budget Airport.pdf](#)

[19300092 Bid Tab Detail.pdf](#)

[19300092 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____

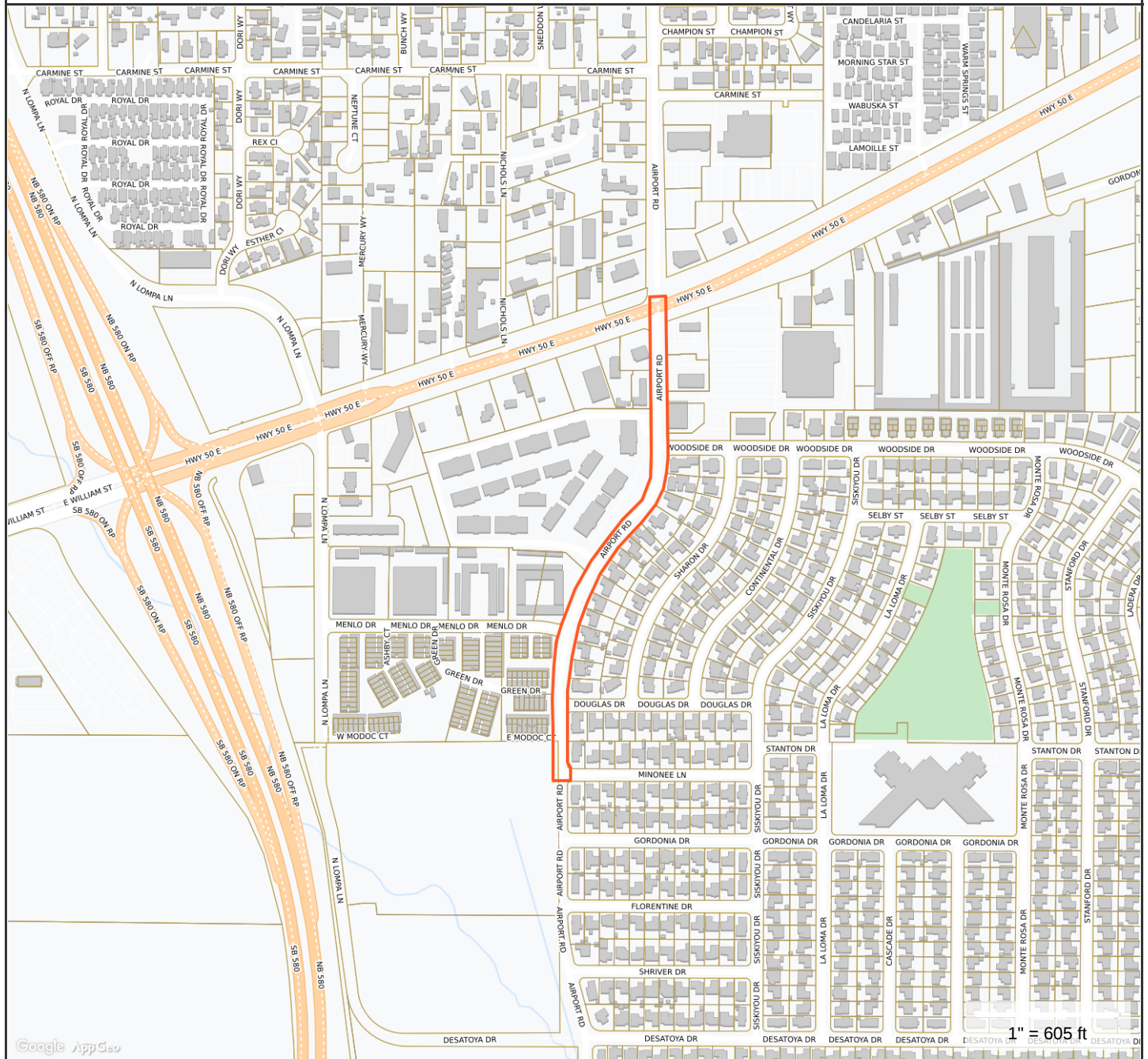
1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Airport Road Utility Replacement Vicinity Map



[CLICK LOGO FOR TUTORIAL](#)

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
Data updated 11/17/2018

Airport Road Reconstruction and Utility Replacement Project (#P320118065)					
Description	Account #	Actual/ Awarded Amount	Budget	Balance	Notes
Labor- Project Management, Design and Construction Management	5103205 507010- Wastewater Utility Capital Labor (74%) 5203505 507010- Water Utility Capital Labor (26%)	\$27,856.00	\$ 80,000.00	\$ 52,144.00	Includes costs associated with staff time for the design, management and construction management/inspection for the project. Actual amount is the internal billing amount as of 1/2/2020. The actual amount will increase as the construction progresses and more construction management/inspection time is charged to the project.
Consultant Support Services- Design Survey, Geotechnical Analysis, Preliminary Sewer CCTV, Construction- Materials Testing	5103205 507010- Wastewater Utility Capital Const. (74%) 5203505 507010- Water Utility Capital Const. (26%)	\$ 95,307.60	\$ 100,000.00	\$ 4,692.40	Includes costs to consultants/contractors to provide information needed to complete the design of the project and perform materials testing services during construction
Construction- Airport Road Reconstruction and Utility Replacement Project	5103205 507010- Wastewater Utility Capital Const. (69%) 5203505 507010- Water Utility Capital Const. (23%) 2503035 507010- Regional Transportation Capital Const. (8%)	\$ 2,196,700.00	\$ 2,289,000.00	\$ 92,300.00	Contract No. 19300092 for possible approval to A&K Earth Movers at February 6, 2020 Board of Supervisors meeting
Total=		\$2,319,863.60	\$2,469,000.00	\$149,136.40	

Note- A portion of the remaining budgeted funds will be used on City Staff time for construction management and inspection services during construction. Any remaining funds after project completion will be made available for other water and sewer rehabilitation projects.

Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7362

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

Notice to Contractors Bid# 19300092

Date and Time of Opening: 1/14/2020 @ 11:10am

Description			Bidder #1		Bidder # 2		Bidder #3		
			A&K Earth Movers, Inc.		Cruz Construction Co, Inc.		Sierra Nevada Construction, Inc.		
BONDING Provided, \$, %, or no			Y		Y		Y		
BIDDER acknowledges receipt addendums			5%		5%		5%		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$65,508.00	\$65,508.00	\$80,000.00	\$80,000.00	\$25,000.00	\$25,000.00
2	Traffic Control	1	LS	\$138,080.00	\$138,080.00	\$160,000.00	\$160,000.00	\$100,000.00	\$100,000.00
3	Surveying and Record Drawings	1	LS	\$13,500.00	\$13,500.00	\$20,000.00	\$20,000.00	\$10,500.00	\$10,500.00
4	Over Excavation of Unsuitable Materials	1000	CY	\$45.00	\$45,000.00	\$75,400.00	\$75,400.00	\$65.00	\$65,000.00
5	Removal and Restoration of Existing Site Improvements	1	LS	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00
6	Dewatering	1	LS	\$188,000.00	\$188,000.00	\$50,000.00	\$50,000.00	\$344,719.25	\$344,719.25
7	Bypass Pumping	1	LS	\$110,000.00	\$110,000.00	\$175,000.00	\$175,000.00	\$100,000.00	\$100,000.00
8	Remove Existing 48" Diameter Sewer Manhole	6	EA	\$2,450.00	\$14,700.00	\$5,137.50	\$30,825.00	\$4,000.00	\$24,000.00
9	Core Drill and Modify Base of Existing Manhole (Sta. 31+42.2)	1	EA	\$10,000.00	\$10,000.00	\$10,560.00	\$10,560.00	\$3,200.00	\$3,200.00
10	48" Diameter Sewer Manhole	6	EA	\$9,500.00	\$57,000.00	\$9,950.00	\$59,700.00	\$13,000.00	\$78,000.00
11	4" SDR35 PVC Sewer Lateral	520	LF	\$105.00	\$54,600.00	\$55.76	\$29,000.00	\$230.00	\$119,600.00
12	15" SDR35 PVC Sewer Main *SDR26	132	LF	\$505.00	\$66,660.00	\$221.21	\$29,200.00	\$370.00	\$48,840.00
13	18" SDR35 PVC Sewer Main *SDR26	1640	LF	\$208.00	\$341,120.00	\$150.00	\$246,000.00	\$270.00	\$442,800.00
14	Clean and Rehabilitate Existing Manhole	1	EA	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00	\$5,500.00	\$5,500.00
15	Remove and Replace Existing Fire Hydrant Assembly	1	EA	\$4,500.00	\$4,500.00	\$16,175.00	\$16,175.00	\$9,000.00	\$9,000.00
16	Remove Existing 6" Water Line	155	LF	\$44.00	\$6,820.00	\$32.74	\$5,075.00	\$20.00	\$3,100.00
17	Slurry Fill Existing 6" Water Line (1810 LF)	15	CY	\$1,200.00	\$18,000.00	\$1,550.00	\$23,250.00	\$1,025.00	\$15,375.00
18	Remove Existing 6" Water Valve	8	EA	\$410.00	\$3,280.00	\$2,250.00	\$18,000.00	\$550.00	\$4,400.00
19	Abandon Existing 6" Water Valve	1	EA	\$625.00	\$625.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00
20	6" C900 Water Main	135	LF	\$210.00	\$28,350.00	\$200.00	\$27,000.00	\$125.00	\$16,875.00
21	8" C900 Water Main	1900	LF	\$131.00	\$248,900.00	\$125.00	\$237,500.00	\$130.00	\$247,000.00
22	4" Gate Valve	1	EA	\$1,500.00	\$1,500.00	\$1,767.00	\$1,767.00	\$2,300.00	\$2,300.00
23	6" Gate Valve	4	EA	\$1,750.00	\$7,000.00	\$2,725.00	\$10,900.00	\$2,900.00	\$11,600.00
24	8" Gate Valve	9	EA	\$2,200.00	\$19,800.00	\$2,564.00	\$23,076.00	\$2,700.00	\$24,300.00
25	12"x8" Hot Tap	1	EA	\$15,500.00	\$15,500.00	\$10,970.00	\$10,970.00	\$1,000.00	\$1,000.00
26	Air Release Valve	1	EA	\$4,300.00	\$4,300.00	\$2,825.00	\$2,825.00	\$4,400.00	\$4,400.00
27	Install New Box, Ball Valve, Yoke, and Check Valve on Existing Service	14	EA	\$2,200.00	\$30,800.00	\$1,646.00	\$23,044.00	\$3,000.00	\$42,000.00
28	Remove and Replace Existing Water Service line with 1-1/2" PE	80	LF	\$100.00	\$8,000.00	\$79.77	\$6,382.00	\$260.00	\$20,800.00
29	Remove and Replace Existing Water Service Line with 3" PE	24	LF	\$250.00	\$6,000.00	\$55.00	\$1,320.00	\$125.00	\$3,000.00
30	Line Location Box and Lid	2	EA	\$425.00	\$850.00	\$650.00	\$1,300.00	\$1,500.00	\$3,000.00
31	Remove Bituminous Surface and Base (Hwy 50 Intersection)	5210	SF	\$1.80	\$9,378.00	\$4.55	\$23,705.00	\$6.50	\$33,865.00
32	Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section (Highway 50 to Minonee)	77060	SF	\$0.90	\$69,354.00	\$0.96	\$73,978.00	\$1.55	\$119,443.00
33	Remove Ex. PCC Curb and Gutter	270	LF	\$4.50	\$1,215.00	\$22.96	\$6,200.00	\$17.00	\$4,590.00
34	Remove Ex. PCC Sidewalk	945	SF	\$1.40	\$1,323.00	\$5.23	\$4,950.00	\$5.50	\$5,197.50
35	Remove Ex. PCC Driveway Apron	85	SF	\$2.40	\$204.00	\$12.00	\$1,020.00	\$8.00	\$680.00
36	Remove Ex. PCC Valley Gutter / Spandrel	810	SF	\$3.80	\$3,078.00	\$5.95	\$4,820.00	\$7.75	\$6,277.50
37	10" of Type 2 Aggregate Base (Hwy 50)	5210	SF	\$2.00	\$10,420.00	\$2.16	\$11,260.00	\$5.50	\$28,655.00
38	5" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime	77060	SF	\$3.30	\$254,298.00	\$4.59	\$353,705.40	\$3.15	\$242,739.00
39	8" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime and Type 3 Microsurfacing	5210	SF	\$8.00	\$41,680.00	\$13.50	\$70,335.00	\$13.50	\$70,335.00
40	Type A PCC Sidewalk on 4" Aggregate Base	945	SF	\$12.00	\$11,340.00	\$10.97	\$10,375.00	\$16.00	\$15,120.00
41	Type 1 Curb and Gutter on 6" Aggregate Base	245	LF	\$65.00	\$15,925.00	\$64.79	\$15,875.00	\$55.00	\$13,475.00
42	Residential PCC Driveway Apron (6" PCC on 6" Agg. Base)	85	SF	\$30.00	\$2,550.00	\$25.50	\$2,167.50	\$26.00	\$2,210.00
43	PCC Valley Gutter / Spandrel on 6" Aggregate Base	810	SF	\$18.00	\$14,580.00	\$19.75	\$16,000.00	\$22.50	\$18,225.00
44	PCC Pedestrian Ramp with Detectable Warning Plate on 4" Agg. Base	120	SF	\$32.00	\$3,840.00	\$29.16	\$3,500.00	\$28.00	\$3,360.00
45	Adjust Sewer Manhole Frame and Cover to Finish Grade	8	EA	\$1,000.00	\$8,000.00	\$1,500.00	\$12,000.00	\$1,100.00	\$8,800.00
46	Adjust Water Valve Can to Finish Grade	16	EA	\$650.00	\$10,400.00	\$1,200.00	\$19,200.00	\$930.00	\$14,880.00
47	Waterborne Pavement Striping (Type 2) ("Stop")	4	EA	\$280.00	\$1,120.00	\$188.00	\$752.00	\$240.00	\$960.00
48	Waterborne Pavement Striping (Type 2) ("Arrow")	7	EA	\$280.00	\$1,960.00	\$90.00	\$630.00	\$110.00	\$770.00
49	Waterborne Pavement Striping (Type 2) (8" Solid White)	280	LF	\$1.00	\$280.00	\$1.25	\$350.00	\$1.00	\$280.00
50	Waterborne Pavement Striping (Type 2) (24" Solid)	1800	LF	\$2.20	\$3,960.00	\$2.50	\$4,500.00	\$3.50	\$6,300.00
51	Waterborne Pavement Striping (Type 2) (Double Yellow)	395	LF	\$2.00	\$790.00	\$1.25	\$495.00	\$0.85	\$335.75
52	Waterborne Pavement Striping (Type 2) (Shark Teeth Yield Bar)	70	LF	\$12.00	\$840.00	\$12.50	\$875.00	\$15.00	\$1,050.00
53	Painted Curb Red	260	LF	\$2.20	\$572.00	\$3.15	\$819.00	\$2.50	\$650.00
Total Bid Price (Schedule A)					\$1,997,000.00		\$2,046,780.90		\$2,379,007.00
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	
Apprenticeship Documentation submitted with bid? y/n				Y		N		Y	

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7362**

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

Notice to Contractors Bid# 19300092

Date and Time of Opening: 1/14/2020 @ 11:10am

Description			Bidder #4			
			Aspen Developers Corp			
BONDING Provided, \$, %, or no			Y			
BIDDER acknowledges receipt addendums			5%			
Description	Sched Value	Unit	Unit price	Total price		
Base Bid Items - Schedule A						
1	Mobilization, Demobilization and Clean-Up	1	LS	\$225,000.00	\$225,000.00	
2	Traffic Control	1	LS	\$220,000.00	\$220,000.00	
3	Surveying and Record Drawings	1	LS	\$25,000.00	\$25,000.00	
4	Over Excavation of Unsuitable Materials	1000	CY	\$50.00	\$50,000.00	
5	Removal and Restoration of Existing Site Improvements	1	LS	\$15,000.00	\$15,000.00	
6	Dewatering	1	LS	\$330,000.00	\$330,000.00	
7	Bypass Pumping	1	LS	\$150,000.00	\$150,000.00	
8	Remove Existing 48" Diameter Sewer Manhole	6	EA	\$5,000.00	\$30,000.00	
9	Core Drill and Modify Base of Existing Manhole (Sta. 31+42.2)	1	EA	\$11,000.00	\$11,000.00	
10	48" Diameter Sewer Manhole	6	EA	\$11,000.00	\$66,000.00	
11	4" SDR35 PVC Sewer Lateral	520	LF	\$150.00	\$78,000.00	
12	15" SDR35 PVC Sewer Main	132	LF	\$550.00	\$72,600.00	
13	18" SDR35 PVC Sewer Main	1640	LF	\$235.00	\$385,400.00	
14	Clean and Rehabilitate Existing Manhole	1	EA	\$1,000.00	\$1,000.00	
15	Remove and Replace Existing Fire Hydrant Assembly	1	EA	\$9,500.00	\$9,500.00	
16	Remove Existing 6" Water Line	155	LF	\$57.00	\$8,835.00	
17	Slurry Fill Existing 6" Water Line (1810 LF)	15	CY	\$475.00	\$7,125.00	
18	Remove Existing 6" Water Valve	8	EA	\$526.00	\$4,208.00	
19	Abandon Existing 6" Water Valve	1	EA	\$1,600.00	\$1,600.00	
20	6" C900 Water Main	135	LF	\$226.00	\$30,510.00	
21	8" C900 Water Main	1900	LF	\$127.00	\$241,300.00	
22	4" Gate Valve	1	EA	\$3,500.00	\$3,500.00	
23	6" Gate Valve	4	EA	\$2,500.00	\$10,000.00	
24	8" Gate Valve	9	EA	\$2,700.00	\$24,300.00	
25	12"x8" Hot Tap	1	EA	\$2,000.00	\$2,000.00	
26	Air Release Valve	1	EA	\$4,000.00	\$4,000.00	
27	Install New Box, Ball Valve, Yoke, and Check Valve on Existing Service	14	EA	\$2,000.00	\$28,000.00	
28	Remove and Replace Existing Water Service line with 1-1/2" PE	80	LF	\$140.00	\$11,200.00	
29	Remove and Replace Existing Water Service Line with 3" PE	24	LF	\$170.00	\$4,080.00	
30	Line Location Box and Lid	2	EA	\$900.00	\$1,800.00	
31	Remove Bituminous Surface and Base (Hwy 50 Intersection)	5210	SF	\$7.00	\$36,470.00	
32	Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section (Highway 50 to Minonee)	77060	SF	\$1.00	\$77,060.00	
33	Remove Ex. PCC Curb and Gutter	270	LF	\$9.00	\$2,430.00	
34	Remove Ex. PCC Sidewalk	945	SF	\$5.50	\$5,197.50	
35	Remove Ex. PCC Driveway Apron	85	SF	\$29.50	\$2,507.50	
36	Remove Ex. PCC Valley Gutter / Spandrel	810	SF	\$6.50	\$5,265.00	
37	10" of Type 2 Aggregate Base (Hwy 50)	5210	SF	\$4.00	\$20,840.00	
38	5" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime	77060	SF	\$4.10	\$315,946.00	
39	8" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime and Type 3 Microsurfacing	5210	SF	\$8.00	\$41,680.00	
40	Type A PCC Sidewalk on 4" Aggregate Base	945	SF	\$17.00	\$16,065.00	
41	Type 1 Curb and Gutter on 6" Aggregate Base	245	LF	\$40.00	\$9,800.00	
42	Residential PCC Driveway Apron (6" PCC on 6" Agg. Base)	85	SF	\$25.00	\$2,125.00	
43	PCC Valley Gutter / Spandrel on 6" Aggregate Base	810	SF	\$30.00	\$24,300.00	
44	PCC Pedestrian Ramp with Detectable Warning Plate on 4" Agg. Base	120	SF	\$38.00	\$4,560.00	
45	Adjust Sewer Manhole Frame and Cover to Finish Grade	8	EA	\$750.00	\$6,000.00	
46	Adjust Water Valve Can to Finish Grade	16	EA	\$650.00	\$10,400.00	
47	Waterborne Pavement Striping (Type 2) ("Stop")	4	EA	\$550.00	\$2,200.00	
48	Waterborne Pavement Striping (Type 2) ("Arrow")	7	EA	\$550.00	\$3,850.00	
49	Waterborne Pavement Striping (Type 2) (8" Solid White)	280	LF	\$11.00	\$3,080.00	
50	Waterborne Pavement Striping (Type 2) (24" Solid)	1800	LF	\$2.25	\$4,050.00	
51	Waterborne Pavement Striping (Type 2) (Double Yellow)	395	LF	\$7.50	\$2,962.50	
52	Waterborne Pavement Striping (Type 2) (Shark Teeth Yield Bar)	70	LF	\$16.50	\$1,155.00	
53	Painted Curb Red	260	LF	\$4.25	\$1,105.00	
Total Bid Price (Schedule A)					\$2,650,006.50	
Total Bid Price written in words? y/n				Y		
Bidder Information provided? y/n				Y		
Sub Contractors listed? y/n or none				Y		
Bid Document executed? y/n				Y		
Apprenticeship Documentation submitted with bid? y/n				N		

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300092

Title: Airport Road Reconstruction and Utility Replacement Project

THIS CONTRACT made and entered into this 6th day of February, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and A&K Earth Movers, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No. 19300092, titled **Airport Road Reconstruction 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. **19300092** 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: 19300092

Title: Airport Road Reconstruction and Utility Replacement 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), 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:

Kevin Atkins, Secretary
A&K Earth Movers, Inc.
12251 Truckee Canyon Court
Sparks, NV 89434
775-825-1636
Email: katkins@akearthmovers.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

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million Nine Hundred Ninety Seven Thousand Dollars and 00/100 (\$1,997,000.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

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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.

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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

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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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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.

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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: 19300092

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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

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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

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purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

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

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING:

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

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** and its subcontractors 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.

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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

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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

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# 19300092
Project# P320118065
Account# 5103205 507010
5203505 507010
2503035 507010**

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CONTRACTOR

BY: Kevin Atkins

TITLE: Secretary

FIRM: A&K Earth Movers, Inc.

CARSON CITY BUSINESS LICENSE #: 00004382

NEVADA CONTRACTORS LICENSE #: 0024548

Address: 12251 Truckee Canyon Court

City: Sparks **State:** NV **Zip Code:** 89434

Telephone: 775-825-1636

E-mail Address: katkins@akearthmovers.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300092

Title: Airport Road Reconstruction and Utility Replacement Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 6, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300092** and titled **Airport Road Reconstruction 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 6th day of February, 2020.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 6th day of February, 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 # 19300092** and titled **Airport Road Reconstruction 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 # 19300092** and titled **Airport Road Reconstruction Project**

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

Printed Name of Principal:

Attest By: _____ **(Signature of Notary)**

Subscribed and Sworn before me this **day of** **,20__**

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

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

NOTICE:

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

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# 19300092 and titled Airport Road Reconstruction 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# 19300092** and titled **Airport Road Reconstruction Project**

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned A & K Earth Movers, Inc., as "Principal," and Great American Insurance Company, 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 attached 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 # 19300092, PWP # CC-2020-083, for the Project Title: **Airport Road Reconstruction 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: 01/08/2020

A & K Earth Movers, Inc.
 Principal
 By: Kevin Atkins
 Kevin Atkins, Secretary

Great American Insurance Company
 Surety
 By: Andrea Marie Cantlon
 Andrea Marie Cantlon, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

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

No. 0 21257

POWER OF ATTORNEY

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

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA MARIE CANTLON		
CASSANDRA MEDINA		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **24TH** day of **JANUARY** **2019**

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **24TH** day of **JANUARY**

MARK VICARIO (877-377-2405)

2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this

8th day of *January*, *2020*



Stephen C. Beraha

Assistant Secretary

BID PROPOSAL

BID #19300092

BID TITLE: "Airport Road Reconstruction 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 ninety (90) 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 5 Addendums. and 2 Memos

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:				
1	Mobilization, Demobilization and Clean-Up	1	LS	\$65,508.00	\$65,508.00
2	Traffic Control	1	LS	\$138,080.00	\$138,080.00
3	Surveying and Record Drawings	1	LS	\$13,500.00	\$13,500.00
4	Over Excavation of Unsuitable Materials	1000	CY	\$45.00	\$45,000.00
5	Removal and Restoration of Existing Site Improvements	1	LS	\$15,000.00	\$15,000.00
6	Dewatering	1	LS	\$188,000.00	\$188,000.00
7	Bypass Pumping	1	LS	\$110,000.00	\$110,000.00
8	Remove Existing 48" Diameter Sewer Manhole	6	EA	\$2,450.00	\$14,700.00
9	Core Drill and Modify Base of Existing Manhole (Sta. 31+42.2)	1	EA	\$10,000.00	\$10,000.00
10	48" Diameter Sewer Manhole	6	EA	\$9,500.00	\$57,000.00
11	4" SDR35 PVC Sewer Lateral	520	LF	\$105.00	\$54,600.00
12	15" SDR35 PVC Sewer Main SDR26 *	132	LF	\$505.00	\$66,660.00
13	18" SDR35 PVC Sewer Main SDR26 *	1640	LF	\$208.00	\$341,120.00
14	Clean and Rehabilitate Existing Manhole	1	EA	\$6,500.00	\$6,500.00
15	Remove and Replace Existing Fire Hydrant Assembly	1	EA	\$4,500.00	\$4,500.00
16	Remove Existing 6" Water Line	155	LF	\$44.00	\$6,820.00
17	Slurry Fill Existing 6" Water Line (1810 LF)	15	CY	\$1,200.00	\$18,000.00
18	Remove Existing 6" Water Valve	8	EA	\$410.00	\$3,280.00
19	Abandon Existing 6" Water Valve	1	EA	\$625.00	\$625.00
20	6" C900 Water Main	135	LF	\$210.00	\$28,350.00
21	8" C900 Water Main	1900	LF	\$131.00	\$248,900.00
22	4" Gate Valve	1	EA	\$1,500.00	\$1,500.00
23	6" Gate Valve	4	EA	\$1,750.00	\$7,000.00
24	8" Gate Valve	9	EA	\$2,200.00	\$19,800.00
25	12"x8" Hot Tap	1	EA	\$15,500.00	\$15,500.00
26	Air Release Valve	1	EA	\$4,300.00	\$4,300.00
27	Install New Box, Ball Valve, Yoke, and Check Valve on Existing Service	14	EA	\$2,200.00	\$30,800.00
28	Remove and Replace Existing Water Service line with 1-1/2" PE	80	LF	\$100.00	\$8,000.00
29	Remove and Replace Existing Water	24	LF	\$250.00	\$6,000.00

* - Per Addendum #2, 01/02/2020

BP - 2

BID PROPOSAL

	Service Line with 3" PE				
30	Line Location Box and Lid	2	EA	\$425.00	\$850.00
31	Remove Bituminous Surface and Base (Hwy 50 Intersection)	5210	SF	\$1.80	\$9,378.00
32	Pulverize Bituminous Surface, Blend, and Remove Excess for an 8" Base Section (Highway 50 to Minonee)	77060	SF	\$0.90	\$69,354.00
33	Remove Ex. PCC Curb and Gutter	270	LF	\$4.50	\$1,215.00
34	Remove Ex. PCC Sidewalk	945	SF	\$1.40	\$1,323.00
35	Remove Ex. PCC Driveway Apron	85	SF	\$2.40	\$204.00
36	Remove Ex. PCC Valley Gutter / Spandrel	810	SF	\$3.80	\$3,078.00
37	10" of Type 2 Aggregate Base (Hwy 50)	5210	SF	\$2.00	\$10,420.00
38	5" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime	77060	SF	\$3.30	\$254,298.00
39	8" Plantmix Pavement Type 2 Agg., NV 64-28 w/lime and Type 3 Microsurfacing	5210	SF	\$8.00	\$41,680.00
40	Type A PCC Sidewalk on 4" Aggregate Base	945	SF	\$12.00	\$11,340.00
41	Type 1 Curb and Gutter on 6" Aggregate Base	245	LF	\$65.00	\$15,925.00
42	Residential PCC Driveway Apron (6" PCC on 6" Agg. Base)	85	SF	\$30.00	\$2,550.00
43	PCC Valley Gutter / Spandrel on 6" Aggregate Base	810	SF	\$18.00	\$14,580.00
44	PCC Pedestrian Ramp with Detectable Warning Plate on 4" Agg. Base	120	SF	\$32.00	\$3,840.00
45	Adjust Sewer Manhole Frame and Cover to Finish Grade	8	EA	\$1,000.00	\$8,000.00
46	Adjust Water Valve Can to Finish Grade	16	EA	\$650.00	\$10,400.00
47	Waterborne Pavement Striping (Type 2) ("Stop")	4	EA	\$280.00	\$1,120.00
48	Waterborne Pavement Striping (Type 2) ("Arrow")	7	EA	\$280.00	\$1,960.00
49	Waterborne Pavement Striping (Type 2) (8" Solid White)	280	LF	\$1.00	\$280.00
50	Waterborne Pavement Striping (Type 2) (24" Solid)	1800	LF	\$2.20	\$3,960.00
51	Waterborne Pavement Striping (Type 2) (Double Yellow)	395	LF	\$2.00	\$790.00
52	Waterborne Pavement Striping (Type 2) (Shark Teeth Yield Bar)	70	LF	\$12.00	\$840.00
53	Painted Curb Red	260	LF	\$2.20	\$572.00
BP.2	Total Base Bid Price (Schedule A)			\$1,997,000.00	

BP.3 Total Base (Schedule (A) Bid Price Written in Words:

One Million Nine Hundred Ninety-Seven Thousand Dollars and No Cents

BP.4 BIDDER INFORMATION:

(PROFIT) INITIAL/ANNUAL LIST OF OFFICERS, DIRECTORS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

A & K EARTH MOVERS INC.

C1449-1965

NAME OF CORPORATION



100102

FOR THE FILING PERIOD OF **SEP, 2014** TO **SEP, 2015**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20150280893-48
	Filing Date and Time 06/23/2015 11:42 AM
	Entity Number C1449-1965

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional officers, attach a list of them to this form.
- Return the completed form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

This document was filed electronically.
 ABOVE SPACE IS FOR OFFICE USE ONLY

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

- Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code: **NRS 76.020 Exemption Codes**
 001 - Governmental Entity
 005 - Motion Picture Company
 006 - NRS 680B.020 Insurance Co.
- NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.**
- This corporation is a publicly traded corporation. The Central Index Key number is:
- This publicly traded corporation is not required to have a Central Index Key number.

NAME KELLY BART HIATT	TITLE(S) PRESIDENT (OR EQUIVALENT OF)
ADDRESS 515 WINDMILL DR , USA	CITY STATE ZIP CODE FALLON NV 89406
NAME KEVIN ATKINS	TITLE(S) SECRETARY (OR EQUIVALENT OF)
ADDRESS 10405 PALM SPRINGS DRIVE , USA	CITY STATE ZIP CODE SPARKS NV 89441
NAME SHARON J REAM	TITLE(S) TREASURER (OR EQUIVALENT OF)
ADDRESS 515 WINDMILL DR , USA	CITY STATE ZIP CODE FALLON NV 89406
NAME MICHAEL A HIATT	TITLE(S) DIRECTOR
ADDRESS 515 WINDMILL DR , USA	CITY STATE ZIP CODE FALLON NV 89406

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X SHARON REAM
 Signature of Officer or
 Other Authorized Signature

Title **TREASURER** Date **6/23/2015 11:42:02 AM**

A & K EARTH MOVERS, INC.

ATTACHMENT TO SPECIAL MEETING OF BOARD OF DIRECTORS, JUNE 4, 2015

THIS ATTACHMENT IS MADE PURSUENT TO AN EMAIL MEETING OF THE BOARD OF DIRECTORS OF A & K EARTH MOVERS, INC. ON JUNE 4, 2015.

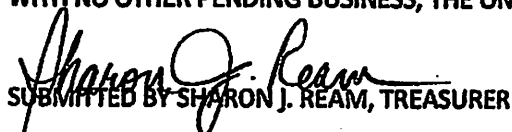
THE PURPOSE OF THE MEETING WAS AS OUTLINED BY PRESIDENT K. BART HIATT, TO MOTION AND VOTE ON THE DELETION OF SCOTT R. HIATT AS CORPORATE SECRETARY AND TO INSTALL KEVIN ATKINS AS CORPORATE SECRETARY. KEVIN ATKINS IS TO ALSO BE GIVEN CORPORATE BANK ACCOUNT SIGNATORY AUTHORITY TO BE USED IN THE ABSENCE OF ANY OWNERS AS NECESSARY.

ALSO AGREED AT THIS MEETING WAS FOR K. BART HIATT TO RENEW HIS CORPORATE SIGNATURE STAMP TO BE SIGNED OUT TO THE PAYROLL ADMINISTRATOR FOR USE ON PAYROLL WRITTEN CHECKS ONLY IN THE ABSENCE OF ANY SIGNERS FOR PAYROLL ON PAYROLL PROCESSING DAY, WHICH CURRENTLY IS WEDNESDAY OF EACH WEEK. THE PROCEDURE FOR USE OF THE SIGNATURE STAMP ON PAYROLL CHECKS IS TO BE TO SEND AN EMAIL TO THE PRESIDENT AND CFO RELAYING THE CHECK SEQUENCE NUMBER OF THE STAMPED CHECKS WHEN THE STAMP HAS BEEN USED. PAYROLL WILL ALSO ARCHIVE THIS EMAIL IN THE COMPANY PAYROLL ACCOUNTING ARCHIVES.

THE ATTACHED MOTION WAS MADE BY MICHAEL A. HIATT, DIRECTOR AND VICE RESIDENT ON JUNE 4, 2015.

THE ATTACHED VOTES, ALL YEAH AND NO NAY, WERE RECORDED FROM JUNE 4-6, 2015. KEVIN ATKINS WAS LEGALLY INSTALLED AS CORPORATE SECRETARY ON JUNE 23, 2015 BY AMENDMENT TO THE CORPORATE FILINGS ON RECORD WITH THE SECRETARY OF STATE OF NEVADA, RECORDING ALSO ATTACHED.

WITH NO OTHER PENDING BUSINESS, THE ONLINE MEETING WAS ADJOURNED.


SUBMITTED BY SHARON J. REAM, TREASURER

JUNE 24, 2015

From: Sharon Ream
To: "Lyle R. Kibbe"; "Bart Hiatt"; "Scott Hiatt"; "Mike Hiatt"
Subject: RE: BOD Meeting
Date: Friday, June 05, 2015 8:34:04 AM

SR
I vote yes. As soon as all votes are tallied, I will start the process of changing with Secretary of State from Scott as Secretary to Kevin as Secretary. I will work on this next week while in Fallon.

Thanks

Sharon J. Ream
Chief Financial Officer
A & K Earth Movers, Inc.
Prairie3@msn.com

208-599-2777 Home Office
775-423-6085 Fallon Office

-----Original Message-----

From: Lyle R. Kibbe [mailto:lkibbe@akearthmovers.com]
Sent: Friday, June 05, 2015 7:38 AM
To: Bart Hiatt; Scott Hiatt; Sharon J. Ream; Mike Hiatt
Subject: RE: BOD Meeting

LK
I vote yes

Lyle R. Kibbe
Equipment Manager
A&K Earth Movers, INC
515 Windmill DR.
Fallon, Nevada
(775)825-1636

From: Bart Hiatt
Sent: Thursday, June 04, 2015 4:05 PM
To: Scott Hiatt; Sharon J. Ream; Mike Hiatt; Lyle R. Kibbe
Subject: BOD Meeting

I would like to have a motion made to nominate Kevin to the position of Corporate Secretary, I have discussed this with Kevin, Scott and Mike, he is onboard. This will help ensure that A&K has the signatory power in the owners absence for bidding etc. I would also request the authority to give him signatory power for signing checks in absence of owners. I will be applying to renew my stamp so payroll checks can be signed in the absence of myself or the other owners. The stamp use will be limited for payroll mailed checks only. As always I want to have them signed by an owner whenever possible. I would like to get this moving right away before Scott goes to China next month. Let me know if you have any questions

From: Mike Hiatt
To: Bart Hiatt; Scott Hiatt; Sharon J. Ream; Lyle R. Kibbe
Subject: RE: BOD Meeting
Date: Thursday, June 04, 2015 6:25:59 PM

I make a motion to nominate kevin atkins to corporate secretary...mike

From: Bart Hiatt
Sent: Thursday, June 04, 2015 4:05 PM
To: Scott Hiatt; Sharon J. Ream; Mike Hiatt; Lyle R. Kibbe
Subject: BOD Meeting

I would like to have a motion made to nominate Kevin to the position of Corporate Secretary, I have discussed this with Kevin, Scott and Mike, he is onboard. This will help ensure that A&K has the signatory power in the owners absence for bidding etc. I would also request the authority to give him signatory power for signing checks in absence of owners. I will be applying to renew my stamp so payroll checks can be signed in the absence of myself or the other owners. The stamp use will be limited for payroll mailed checks only. As always I want to have them signed by an owner whenever possible. I would like to get this moving right away before Scott goes to China next month. Let me know if you have any questions

From: Scott Hiatt
To: Lyle R. Kibbe; Bart Hiatt; Sharon J. Ream; Mike Hiatt
Subject: RE: BOD Meeting
Date: Monday, June 08, 2015 10:16:57 AM

I vote yes

SRH

~~Scott Hiatt~~
Vice President - A&K Earth Movers
775-825-1636 (office)
775-221-1602 (cell)
775-825-6171 (fax)
shiatt@akearthmovers.com<<mailto:shiatt@akearthmovers.com>>
[New A&K Logo]

From: Lyle R. Kibbe
Sent: Friday, June 05, 2015 6:38 AM
To: Bart Hiatt; Scott Hiatt; Sharon J. Ream; Mike Hiatt
Subject: RE: BOD Meeting

I vote yes

Lyle R. Kibbe
Equipment Manager
A&K Earth Movers, INC
515 Windmill DR.
Fallon, Nevada
(775)825-1636

From: Bart Hiatt
Sent: Thursday, June 04, 2015 4:05 PM
To: Scott Hiatt; Sharon J. Ream; Mike Hiatt; Lyle R. Kibbe
Subject: BOD Meeting

I would like to have a motion made to nominate Kevin to the position of Corporate Secretary, I have discussed this with Kevin, Scott and Mike, he is onboard. This will help ensure that A&K has the signatory power in the owners absence for bidding etc. I would also request the authority to give him signatory power for signing checks in absence of owners. I will be applying to renew my stamp so payroll checks can be signed in the absence of myself or the other owners. The stamp use will be limited for payroll mailed checks only. As always I want to have them signed by an owner whenever possible. I would like to get this moving right away before Scott goes to China next month. Let me know if you have any questions

From: Mike Hiatt
To: Sharon J. Ream; Lyle R. Kibbe; Bart Hiatt; Scott Hiatt
Subject: RE: BOD Meeting
Date: Friday, June 05, 2015 8:40:23 AM

I vote yes....mike

MAH

-----Original Message-----

From: Sharon Ream [mailto:prairie3@msn.com]
Sent: Friday, June 05, 2015 7:34 AM
To: Lyle R. Kibbe; Bart Hiatt; Scott Hiatt; Mike Hiatt
Subject: RE: BOD Meeting

I vote yes. As soon as all votes are tallied, I will start the process of changing with Secretary of State from Scott as Secretary to Kevin as Secretary. I will work on this next week while in Fallon.

Thanks

Sharon J. Ream
Chief Financial Officer
A & K Earth Movers, Inc.
Prairie3@msn.com

208-599-2777 Home Office
775-423-6085 Fallon Office

-----Original Message-----

From: Lyle R. Kibbe [mailto:lkibbe@akearthmovers.com]
Sent: Friday, June 05, 2015 7:38 AM
To: Bart Hiatt; Scott Hiatt; Sharon J. Ream; Mike Hiatt
Subject: RE: BOD Meeting

I vote yes

Lyle R. Kibbe
Equipment Manager
A&K Earth Movers, INC
515 Windmill DR.
Fallon, Nevada
(775)825-1636

From: Bart Hiatt
Sent: Thursday, June 04, 2015 4:05 PM
To: Scott Hiatt; Sharon J. Ream; Mike Hiatt; Lyle R. Kibbe
Subject: BOD Meeting

I would like to have a motion made to nominate Kevin to the position of Corporate Secretary, I have discussed this with Kevin, Scott and Mike, he is onboard. This will help ensure that A&K has the signatory power in the owners absence for bidding etc. I would also request the authority to give

From: Bart Hiatt
To: Sharon J. Ream
Subject: Re: Vote on Kevin Atkins as Secretary
Date: Tuesday, June 09, 2015 8:38:39 AM

Yes on Kevin

KBH

Sent from my iPhone

On Jun 9, 2015, at 7:17 AM, "Sharon Ream" <prairie3@msn.com<mailto:prairie3@msn.com>> wrote:

I have received everyone's vote except for Bart. All in favor, none opposed. Bart please send your vote.

Thanks

Sharon J. Ream
Chief Financial Officer
A & K Earth Movers, Inc.
prairie3@msn.com<mailto:prairie3@msn.com>

208-599-2777 Home Office
775-423-6085 Fallon Office

<image001.jpg>

BID PROPOSAL

Company Name: A & K Earth Movers, Inc.
Federal ID No & DUNS No.: Federal Tax ID No.: 88-0097157 DUNS No: 04132225
Mailing Address: 515 Windmill Drive
City, State, Zip Code: Fallon, NV 89406
Complete Telephone Number: (775) 825-1636
Complete Fax Number: (775) 825-6171
Fax Number including area code: (775) 825-6171
E-mail: katkins@akearthmovers.com

Contact Person / Title: Kevin Atkins, Secretary
Mailing Address: 12251 Truckee Canyon Court
City, State, Zip Code: Sparks, NV 89434
Complete Telephone Number: (775) 825-1636
Complete Fax Number: (775) 825-6171
E-mail Address: katkins@akearthmovers.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number: 0024548
License Classification(s): Class A - General Engineering
Limitation(s) of License: Unlimited
Date Issued: April 8, 1987
Date of Expiration: April 30, 2020
Name of Licensee: A & K Earth Movers, Inc.
Carson City Business License Number: 19-00004382
Date Issued: December 4, 2018
Date of Expiration: December 31, 2019 (NOTE: Renewal delayed due to Carson City Licensing Dept.)
Name of Licensee: A & K Earth Movers, Inc.

BID PROPOSAL

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:	Not Applicable
Address:	
City, State, Zip Code:	
Telephone Number:	
Owner 2) Name:	Not Applicable
Address:	
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	
Name	
Other 2) Title:	
Name:	

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	September 2, 1965
Name of Corporation:	A & K Earth Movers, Inc.
Mailing Address	515 Windmill Drive
City, State, Zip Code:	Fallon, NV 89406
Telephone Number:	(775) 825-1636
President's Name:	Kelly Bart Hiatt
Vice-President's Name:	Director: Scott R. Hiatt
Other 1) Name & Title:	Secretary: Kevin Atkins - Treasurer: Sharon J. Ream

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Kevin Atkins	Six

Title 1) Construction Manager

Name 2) Richard Silva	Over Forty
-----------------------	------------

Title 2) Field Superintendent

Name 3) Tanner Hiatt	Fifteen
----------------------	---------

Title 3) Project Manager

Name 4) Jerry Giovanetti	Ten
--------------------------	-----

Title 4) Senior Job Superintendent

Name 5) Larry Giovanetti	Twenty-Nine
--------------------------	-------------

Title 5) Paving Superintendent

Name 6) Anthony Murillo	One
-------------------------	-----

Title 6) Safety/Risk Manager

(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): See Attachment BP-7A
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

REFERENCES	
Lattin Road - Fallon	Sewer main, sewer manholes, sewer laterals, abandon and remove existing septic tanks in back yards, AC paving
Churchill County	155 North Taylor Street, Suite 110, Fallon, NV
Contract Amount: \$507,000.00	Year Completed: 2019
Pine Grove Sewer Improvements	Installation of gravity sewer main, new sewer manholes, sewer laterals, reconnection of sewer laterals to the new sewer main. Remove and replace AC pavement.
Churchill County	155 North Taylor Street, Suite 110, Fallon, NV
Contract Amount: \$944,000.00	Year Completed: 2017
Newman Lift Station	Approx. 9,000 LF of 8" gravity sewer pipe and concrete manholes: a 290 gpm duplex sewage lift station and approx. 15,200 LF of 6" pressure sewer forcemain.
Lyon County Public Works	34 Lakes Blvd., Dayton, NV
Contract Amount: \$1,827,652.00	Year Completed: 2016
Bella Vista Ranch, all phases	Mass grading, underground utilities, asphalt base and paving, concrete base and concrete site work, storm drain, sewer, water and common trench utilities.
Toll Brothers	9433 Double Diamond Parkway #3, Reno, NV
Contract Amount: \$22,242,252.00	Year Completed: 2018

Contact Gloria Williams (Gwilliams@AKEarthmovers.com) if you should require more detailed information.

BID PROPOSAL

Company Name 3): See Attachment BP-7A
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

BP. 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

 Kevin Atkins

 Printed Name

Secretary

 Title

 January 10, 2020

 Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2018	1.13	6.81
(2019 Not available yet) 2017	1.11	4.60

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.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 A & K Earth Movers, Inc.	Address 515 Windmill Drive, Fallon, NV 89406	
Phone 775-825-1636	NV Contractor License # 0024548 DUNS# 041322256	Limit of License Unlimited
Description of work All scope of work not performed by Subcontractors		
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		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
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 A & K Earth Movers, Inc.	Address 515 Windmill Drive, Fallon, NV 89406	
Phone 775-825-1636	NV Contractor License # 0024548 DUNS# 041322256	Limit of License Unlimited
Description of work All scope of work not performed by Subcontractors		
Name of Subcontractor K & B Transportation, LLC	Address PO Box 50052, Sparks, NV 89435	
Phone 775-331-5152	NV Contractor License # N/A DUNS# 037609455	Limit of License N/A
Description of work Trucking		
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 Surface Prep & Maintenance	Address 4430 Bennie Lane, Reno, NV 89512	
Phone 775-823-7882	NV Contractor License # 77645 DUNS# 078672183	Limit of License \$1,500,000.00
Description of work Striping & Signage		
Name of Subcontractor Pavement Recycling Systems	Address 2150 Bell Ave., Suite 125, Sacramento, CA 95838	
Phone 916-685-2204	NV Contractor License # 36228 DUNS# 604006619	Limit of License Unlimited
Description of work Pulverization		
Name of Subcontractor Geo-Cell Solutions, Inc.	Address 2668 N. Fordham Ave., Fresno, CA 93727	
Phone 559-294-1551	NV Contractor License # 40885 DUNS# 967777624	Limit of License \$2,000,000.00
Description of work Pipe Slurry		
Name of Subcontractor Intermountain Slurry Seal, Inc.	Address 1120 Terminal Way, Reno, NV 89502	
Phone 775-358-1355	NV Contractor License # 23657 DUNS#	Limit of License Unlimited
Description of work Slurry Seal		
Name of Subcontractor F3 & Associates	Address 2415 Pyramid Way, Unit B, Sparks, NV 89431	
Phone 775-451-7255	NV Contractor License # N/A DUNS#	Limit of License N/A
Description of work Staking and Surveying		

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 Diamond Concrete Cutting		Address 1933 Frazer Ave., Sparks, NV 89431	
Phone 775-685-5035		NV Contractor License # 41593 DUNS# 949429401	Limit of License \$4,500,000.00
Description of work Core Drilling			
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			
Name of Subcontractor		Address	
Phone		NV Contractor License # DUNS#	Limit of License
Description of work			

BID PROPOSAL

BP.13

Acknowledged by A & K Earth Movers, Inc.

CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS					
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
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: \$					
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.					

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin Atkins (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 "Airport Road Reconstruction Project", Contract number **19300092**, 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: Kevin Atkins

TITLE: Secretary

FIRM: A & K Earth Movers, Inc.

Address: 515 Windmill Drive

City, State, Zip: Fallon, Nevada 89406

Telephone: (775) 825-1636

Fax: (775) 825-6171

E-mail Address: Katkins@akearthmovers.com

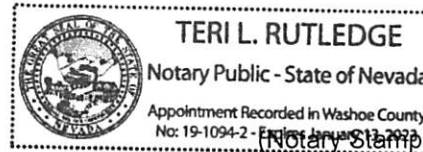
Kevin Atkins
(Signature of Bidder)

DATED: January 10, 2020

Signed and sworn (or affirmed) before me on this 10th day of JANUARY, 2020, by

KEVIN ATKINS

Teri L Rutledge
(Signature of Notary)





NEVADA STATE BUSINESS LICENSE

A & K EARTH MOVERS INC.

Nevada Business Identification # NV19651001305

Expiration Date: 09/30/2020

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 08/30/2019.

Barbara K. Cegavske

Certificate Number: B20190830187911

You may verify this certificate
online at <http://www.nvsos.gov>

BARBARA K. CEGAVSKE
Secretary of State

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

Exhibit A
Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A & K EARTH MOVERS INC

Licensed since April 08, 1987.

License No **0024548**


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

PRINCIPALS:

KELLY HIATT, President, QI
KEVIN ATKINS, Secretary
SHARON REAM, Treasurer
SCOTT HIATT, VP/Secretary

A General Engineering

LIMIT: Unlimited
EXPIRES: 04/30/2020


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

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

A & K EARTH MOVERS INC
P O BOX 1059
FALLON, NV 89407

LIC. NO. 0024548
EXPIRES: 04/30/2020

LIMIT: Unlimited
Class: A

STATE OF NEVADA
STATE CONTRACTORS BOARD
5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

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

Firm Name _____

License No. _____

Date: _____ By: _____

A & K EARTH MOVERS INC
P O BOX 1059
FALLON, NV 89407



Carson City Business License Division

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2105 – Hearing Impaired: 711
buslic@carson.org

A & K EARTHMOVERS
PO BOX 1059

FALLON NV 89406

RE: Business License

Thank you for choosing to operate your business in Carson City. Below is your Business License.

Please post this license in a conspicuous place or have available for inspection. Please provide any changes to the business information to the Business License Division. Licenses are not transferable.

If you have any questions concerning your business license, contact the Business License Division at buslic@carson.org or at (775) 887-2105.

A&K EARTHMOVERS, INC
DEC 07 2018
RECEIVED



Carson City Business License Division

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2105 – Hearing Impaired: 711
buslic@carson.org

A & K EARTHMOVERS
PO BOX 1059

FALLON NV 89406

License Number: 19-00004382
License Expiration Date: December 31, 2019
Date Issued: December 04, 2018

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

Renewal Submitted
Pending Carson City Licensing/
Processing Department



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
 2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

A & K EARTH MOVERS INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0024548** ORIGINAL ISSUE DATE: **04/08/1987** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2019** AND EXPIRES ON **APRIL 30, 2020**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias

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

4-8-2019

DATE



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

MEMO #1 01/13/2020

Exhibit A

29

<u>Supplier Name</u>	<u>City</u>	<u>State</u>	<u>Contact Name</u>	<u>Email</u>	<u>Phone</u>
Multidrain Systems Inc	Statesville	NC	Steve Born	steve.born@multidrainsystems.com	(704) 508-1010
Farr West Engineering	Reno	NV	Candice Elder	candice@farrwestengineering.com	(775) 851-4788
FW Carson Co	Incline Village	NV			(775) 831-5008
BidJudge.com	Higley	AZ	Raylan	nv@bidjudge.com	(602) 456-2439
Black Eagle Consulting, Inc.	Reno	NV	Shaun Smith	ssmith@blackeagleconsulting.com	(775) 359-6600
Gerhardt and Bery Construction	Sparks	NV	Tim Trudell	tim@gerhardtandberry.com	(775) 359-8817
Knight & Leavitt Associates, Inc.	Las Vegas	NV	Richard Holly	rholly@klaenv.com	(702) 897-2628
V & C Construction, Inc.	MINDEN	NV	MARTIN LOUCH	vcconstructioninc@yahoo.com	(775) 267-1967
Gothic Landscape Inc.	Las Vegas	NV			(702) 252-7017
jtrow32	Reno	NV			(775) 284-7271
Joy Engineering	Portola	NV	Jeff Paddock	jpaddock@joyengineering.com	(530) 832-5760
SIERRA CONTRACTORS SOURCE	RENO	NV	Jana Higgins	SIERRASOURCE@SCSPLANROOM.COM	(775) 329-7222
Mountainlands Area Plan Room	Salt Lake City	UT	Mike Luke	mike@maprutah.com	(801) 288-1188
Nor-Cal Pipeline Services	West Sacramento	CA			(916) 442-5400
Golden Bay Fence Plus Iron Works, Inc	Stockton	CA	Paul Chavez	ar@goldenbayfence.com	(209) 944-9754
California Drilling and Blasting	South Pasadena	CA	Todd Chelini	tchelini@cadriInblast.com	(626) 443-0310
Nevada Barricade & Sign Co, Inc.	Reno	NV	Joshua Dethmers	Joshua.Dethmers@nbsco.com	(775) 331-5100
Nevada Chiller & Boiler	Reno	NV			(775) 432-1331
HesseCon	Reno	NV	Daniel hesse	rocker60s@yahoo.com	(530) 305-4646
Spanish Springs Construction, Inc.	Sparks	NV	Leslie Skinner	leslie@ssc.email	(775) 425-4000
Herback General Engineering	Minden	NV	April Arden	aarden@herback.net	(775) 267-6800
Dodge Data and Analytics	Arlington	TX	Scan Dept	dodge.docs@construction.com	(817) 437-5529
Western Refining	Tempe	AZ	Joel Shealey	jbshealey@marathonpetroleum.com	(602) 286-1973
The BlueBook Network	Jefferson Valley	NY			(800) 431-2584
centerline supply	Nephi	UT			(801) 768-3034
ConstructConnect	Cincinnati	OH			(800) 364-2059
American Pavement Preservation	Las Vegas	NV			(702) 507-5444
Corpro Companies, Inc.	Santa Fe Springs	CA			(562) 944-1636
Anne Johnson AIA	Henderson	NV			(702) 553-3323
GreenBlue Urban NA	Woodstock	ON	Craig Melvin	craig.melvin@greenblue.com	(519) 533-5355
Granite Construction Company	Sparks	NV			
Sierra Nevada Construction, Inc.	Sparks	NV	Chief Estimator	bids@snc.biz	(775) 355-0420
RFx Analyst, Inc.	Dover	DE			(302) 244-5650
Soil-Tech	Las Vegas	NV			(702) 873-2023
MKD Construction	Mound House	NV			(775) 246-1900
MNW Construction	Carson City	NV	Merlin	merlinnw@sbcglobal.net	(775) 220-6891
CFA, Inc.	Reno	NV			(775) 856-1150
Steel Girder LLC dba Stinger Bridge & Iron	Coolidge	AZ			(520) 723-5383
DOTC Nevada	Las Vegas	NV	Jon Carman	sales@dotcnevada.com	(702) 998-7777
Onvia, Inc	Seattle	WA			(206) 373-9500
GOVBUY .INC	Santa Margarita	CA			(323) 300-8173
GEODATA	Turin				39 011 5810611
TAPCO	Brown Deer	WI			(262) 754-4349
Timely Testing	Las Vegas	NV	Nicole Nance	nnance@timelytesting.com	(702) 241-8884
SHF International LLC	Las Vegas	NV			(702) 388-0961

Muller Construction	Las Vegas	NV	Aimee Goodwin	agoodwin@mullerlv.com	(702) 832-1111
Marina Landscape, Inc	Orange	CA	John Gutierrez	jpgutierrez@marinaco.com	(714) 939-6600
AM Signal, Inc.	Littleton	CO	Brooke Hageny	bids@amsignalinc.com	(720) 348-6925
R A Lucas Company Inc	Los Alamitos	CA	Raeleen Lucas	Lucasco@ralucasco.com	(562) 799-6160
Gibson Construction of Nevada Inc.	North Las Vegas	NV	Dennis Hayes	dennish@gibsonconstruction.com	(702) 399-4600
Hayward Baker Inc	Las Vegas	NV			(702) 649-4466
Helix Electric of Nevada LLC	LAS VEGAS	NV			(702) 732-1188
silver sabre electric	mesquite	NV			(702) 343-1687
Construction Publishing	Felton	CA	Sherri Schweickert	sherri@constructionbidsource.com	(888) 786-9450
RaPiD Construction, Inc.	Carson City	NV		rapidconstr@aol.com	(775) 883-4269
Rummel Construction	Scottsdale	AZ			(602) 222-9922
City of North Las Vegas	North Las Vegas	NV			(702) 633-1206
Tyler Thew	Carson City	NV			(775) 888-7574
Coughlin Company	St George	UT			(435) 634-1266
A & K Earth Movers, Inc	Fallon	NV	Gloria Williams	gwilliams@akearthmovers.com	(775) 825-1636
Pavement Recycling Systems	Jurupa Valley	CA	Ashley Large	estimating1@pavementrecycling.com	(951) 682-1091
Sierra Nevada Striping and Sign	Reno	NV	Jeff Romero	snvstriping@att.net	(775) 636-5968
Black Canyon Construction	North Las Vegas	NV	Kelly Perzy	KPerzy@BlackCanyonNV.com	(702) 688-5665
Aspen developers Corp	Reno	NV	Eric Luster	eric@aspensdevs.com	(775) 786-3310
Prime Vendor Inc.	Wilmington	NC			(800) 746-9554
Kelley Erosion Control, Inc.	Reno	NV	Claudia Chambers	claudia@kelleyerosioncontrol.com	(775) 322-7755
Walker Flagging	Las Vegas	NV		walkerflagging@outlook.com	(702) 981-8989
Baldwin Electrical Installations	Sparks	NV	Justin Baldwin	justinbaldwinbei@gmail.com	(775) 336-1587
B. Jackson Construction, Inc.	West Jordan	UT	Trent Webb	trent.webb@bjacksonconstruction.com	(801) 260-0988
INTERMOUNTAIN SLURRY SEAL INC	Reno	NV		joe.mummau@gcinc.com	(775) 691-7232
Hydro Conduit dba Rinker Materials	Henderson	NV	Mario F Ramirez	MarioF.Ramirez@rinkerpipe.com	(702) 565-8721
TAB Contractors, Inc.	Las Vegas	NV	Stephanie Lujan	slujan@nclasvegas.com	(702) 642-3033
Road and Highway Builders, llc.	SPARKS	NV	SHERRY CUELLAR	SHERRY.CUELLAR@STRLCO.COM	(775) 852-7283
Las Vegas Paving Corporation	Las Vegas	NV	Ryan Mendenhall	ryan.mendenhall@lvpaving.com	(702) 251-5800
RAFI Architecture and Design	Henderson NV	NV			(702) 435-7234
Artistic Fence Company, Inc.	Reno	NV	Donn Simons	donn@artisticfence.com	(775) 786-6002
JNJ Engineering Construction Inc.	Las Vegas	NV			(435) 874-1285
MasterSpec Materials LLC	Henderson	NV	Maxine Rivera	maxrivera@masterspecmaterials.com	(702) 997-8838
Pearls Construction, LLC	NY	NY	Adam Goud	adam@pearlsconstruction.com	(212) 845-9754
Garden Shop Landscape Nursery Division, Inc	Sparks	NV	Mike Warden	mwarden@gardenshoplandscaping.com	(775) 358-3080
Red Star Fence Company	Las Vegas	NV			(702) 733-7827
Penhall	Sacramento	CA			(916) 386-1589
Tungsten Engineering Contractors	Reno	NV	Heather Hellickson	Heather.Hellickson@TungstenNV.com	(775) 686-6917
Top Job Asphalt	Logan	UT	Mark Marrott	mark.m@topjobasphalt.com	(435) 764-0451
Econolite	Anaheim	CA			(714) 630-3700
RMS Life Safety	Signal Hill	CA	Rick Mendoza	rmendoza@rmslifesafety.com	(800) 760-1822
JcorD Construction Services	Henderson	NV	Hunter	Hunter@jcordllc.com	(702) 876-3346
Cruz Construction	Moundhouse	NV	Kale Peery	kale@cruzconstruction.com	(775) 883-6161
F.E.I. Construction	Las Vegas	NV			(702) 485-5983
Newtron LLC	Reno	NV	Lee LaRussa	Lee_larussa@thenewtroungroup.com	(917) 270-4001
K&B Transportation LLC	Sparks	NV	Trudi Bush	kbtransport@sbcglobal.net	(775) 331-5152

MEMO #2 01/13/2020



DBE POSTING

A & K Earth Movers, Inc. requests subcontractor and supplier quotes from all qualified subcontractors and suppliers including MBE, DBE, WBE, DVBE, SBE, SBDE, UDBE, and SMBE on the following project:

PROJECT NAME: CARSON CITY AIRPORT ROAD RECONSTRUCTION

PROJECT #: PWP #CC-2020-083

BID DATE: 01/14/2020 11:00 AM

A & K Earth Movers, Inc. is inviting bids from ALL TRADES including, but not limited to the following:

- Concrete Materials
- Bypass Pumping
- Core Drilling
- Dewatering
- Domestic Water Materials
- Fencing
- Landscaping (sod, coble, etc.)
- Plantmix Pavement Type 2
- Sanitary Sewer Materials
- Striping and Signage
- Survey & Staking
- Traffic Control Devices and Flaggers
- Trucking
- Type 2 Aggregate Base

Subcontractor bids and material quotes should be emailed to the attention of Kevin Atkins at KAtkins@AKEarthmovers.com and Gloria Williams at GWilliams@AKEarthmovers.com.

100% Payment and Performance Bonds may be required. DUNS and SAMS registration IS required. We will make available, where appropriate, any breakdown of contract work items into economically feasible units to facilitate DBE participation. We will also assist any qualified DBE firms in obtaining bonding, lines of credit, and technical assistance or other information, related to the plans, specifications and requirements for this project. State of Nevada, Nevada Contractors license and CITY/COUNTY license and insurance is **required** of subcontractors. This is a Prevailing Wage Project.

We are an EEO employer of individuals with disabilities and veteran status.

Nevada Contractors Board Licenses: #0024548, A - General Engineering

DBE Information
Completed Form Required

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: A & K Earth Movers, Inc.

PWP # CC-2020-083 PROJECT #P320118065

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
3D Concrete 600 S. 21st Street, Sparks, NV 89431	775-348-1898	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
American Ready Mix 1475 Greg Street, Reno, NV 89431	775-786-4773	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Armorock 14555 Spring Canyon Road, Boulder City, NV 89006	702-824-9702	N/A	N/A	Yes	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Battle Born Ventures, LLC 600 Gleeson Way, Sparks, NV 89431	775-813-4934	N/A	N/A	Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Cell-Crete Corporation 995 Zephyr Avenue, Hayward, CA 94544	510-471-7257	0010689	Unlimited	Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Cinderlite Trucking Corporation 1665 South Sutro Terrace, Carson City, NV 89706	775-882-4483	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Geo-Cell Solutions, Inc. 2668 N. Fordham Ave., Fresno, CA 93727	559-294-1551	0040885	\$2,000,000.00	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Granite Construction Inc. 1055 Glendale Ave., Sparks, NV 89431	775-352-1905	0008079	Unlimited	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Rain for Rent (Western Oilfields Supply Co.) 1230 Glendale Ave., Sparks, NV 89431	775-358-0875	0075530	\$950,000.00	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Titan Construction Supply 250 Edison Way, Reno, NV 89502	775-351-2201	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
United Rentals 12905 Old Virginia Road, Reno, NV 89521	775-348-0140	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Western Nevada Supply 950 South Rock Blvd., Sparks, NV 89431	775-353-0203	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: A & K Earth Movers, Inc.

PWP # CC-2020-083 PROJECT #P320118065

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
Jensen Precast 625 Bergin Way, Sparks, NV 89431	775-359-6200	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Pavement Recycling Systems, Inc. 2150 Bell Ave., Suite 125, Sacramento, CA 95838	916-685-2204	0036228	Unlimited	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Surface Prep & Maintenance 4430 Bennie Lane, Reno, NV 89512	775-823-7882	0077645	\$1,500,000.00	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>
Intermountain Slurry Seal, Inc. 1120 Terminal Way, Reno, NV 89502	775-358-1355	0023657	Unlimited	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Tahoe Western Asphalt, LLC 8013 US Highway 50 East, Carson City, NV 89701	775-309-7176	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
K & B Transportation, LLC PO Box 50052, Sparks, NV 89435	775-331-5152	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>
B. Jackson Construction & Engineering, Inc. 4188 West Nike Drive, West Jordan, UT 84088	801-260-0988	0074156	Unlimited	Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Mapca Surveys, Inc. 580 Mount Rose Street, Reno, NV 89509	775-432-2067	N/A	N/A	Yes	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>
Nevada Barricade & Sign Co., Inc. 975 Industrial Way, Sparks, NV 89431	775-331-5100	0052315	Unlimited	Yes	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
Diamond Concrete Cutting 1933 Frazer Ave., Sparks, NV 89431	775-685-5035	0041593 0076943	\$4,500,000.00 \$4,500,000.00	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
F3 & Associates Inc. 2415 Pyramid Way, Unit B, Sparks, NV 89431	775-451-7255	N/A	N/A	<input checked="" type="radio"/>	<input type="radio"/>	Yes	<input type="radio"/>	Yes	<input type="radio"/>
				Yes	No	Yes	No	Yes	No

BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Contract No.: PWP #CC-2020-083

Project No(s): P320118065

Total Bid Amount \$ \$1,997,000.00

Contract DBE Goal: 2 %.

Contractor: A & K Earth Movers, Inc.

Address: 515 Windmill Drive, Fallon, NV 89406

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
Surface Prep and Maintenance 4430 Bennie Lane, Reno, NV 89512	775-823-7882	2, 47,48,49,50,51, 52,53	\$9,245.00	NV20365401NUCP	Striping and Signage
K & B Transporation, LLC PO Box 50052, Sparks, NV 89435	775-331-5152	8, 10, 11, 13	\$30,700.00	NV20235691NUCP	Trucking
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:			\$39,945.00		

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation (Add Totals from Lines A & B):** \$ \$39,945.00

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): 2 %

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.


 Contractor's Signature Kevin Atkins, Secretary 01/14/2020
 Date

Telephone No. 775-825-1636

BIDDER SUBCONTRACTOR INFORMATION
(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: PWP #CC-2020-083

Contractor: A & K Earth Movers, Inc.

Project No(s): P320118065

Address: 515 Windmill Drive, Fallon, NV 89406

Total Bid Amount \$ 1,997,000.00

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
A & K Earth Movers, Inc. 515 Windmill Drive, Fallon, NV 89406	775-825-1636	Items #1 thru and including Item #46	0024548	Unlimited	All scope of work not performed by Subcontractors
NONE					

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."



 Contractor's Signature Kevin Atkins, Secretary

 Date

Telephone No. 775-825-1636

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: PWP # CC-2020-083

Contractor: A & K Earth Movers, Inc.

Project No(s): P320118065

Address: 515 Windmill Drive, Fallon, NV 89406

Bid Amount \$ \$1,997,000.00

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
A & K Earth Movers, Inc. 515 Windmill Drive, Fallon, NV 89406	775-825-1636	Items #1 thru and including Item #46	0024548	Unlimited	All scope of work not performed by Subcontractors
K & B Transportation, LLC PO Box 50052, Sparks, NV 89435	775-331-5152	8, 10, 11, 13	N/A	N/A	Trucking



Contractor's Signature Kevin Atkins, Secretary

01/14/2020

Date

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Telephone No. 775- 825-1636

Does not apply to this project

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

Required only if the total bid amount is greater than \$25 million

Contract No.:

Contractor: _____

Project No(s) :

Address: _____

Total Bid Amount \$ _____

If the total bid amount is \$25 million or greater, this information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." Telephone No. (775) 825-1636


Contractor's Signature Kevin Atkins, Secretary

01/14/2020
Date

Affidavit Required Under 23 USC Section 112(c)

Completed Form Required

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

STATE OF Nevada
COUNTY OF Washoe } SS

I, Kevin Atkins (Name of party signing this affidavit and the Proposal Form) Secretary (title).
being duly sworn do depose and say: That A & K Earth Movers, Inc.
(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.

Kevin Atkins
Signature Kevin Atkins
Secretary
Title

Sworn to before me this 10th day of January, 2020

(SEAL) 

Teri L. Rutledge
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.

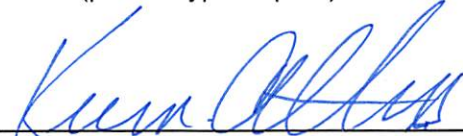
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

Kevin Atkins

Name (please type or print)



Signature

Secretary

Title

Disclosure of Lobbying Activities

Completed Form Required

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

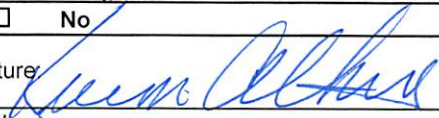
This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment 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

1. Type of Federal Actions: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<input type="checkbox"/> 4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
<input type="checkbox"/> 11. Amount of Payment <i>(check all that apply):</i> <input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <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: _____	
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
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: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
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.	Signature:  Print Name: Kevin Atkins Title: Secretary Telephone No.: (775) 825-1636 Date: 01/10/2020	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

**FHWA Form 1391
Completed Form Required**

ACKNOWLEDGED BY A & K EARTH MOVERS, INC.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BLOCK
 Contractor
 Subcontractor

2. COMPANY NAME, CITY, STATE: _____

3. PROJECT NUMBER: _____

4. DOLLAR AMOUNT OF CONTRACT: _____

5. PROJECT LOCATION: (County and State) _____

This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in August, 2019.

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20__ (INSERT YEAR)

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS	0	0	0	0																		
SUPERVISORS	0	0	0	0																		
FOREMEN/WOMEN	0	0	0	0																		
CLERICAL	0	0	0	0																		
EQUIPMENT OPERATORS	0	0	0	0																		
MECHANICS	0	0	0	0																		
TRUCK DRIVERS	0	0	0	0																		
IRONWORKERS	0	0	0	0																		
CARPENTERS	0	0	0	0																		
CEMENT MASONS	0	0	0	0																		
ELECTRICIANS	0	0	0	0																		
PIPEFITTER/PLUMBERS	0	0	0	0																		
PAINTERS	0	0	0	0																		
LABORERS-SEMI SKILLED	0	0	0	0																		
LABORERS-UNSKILLED	0	0	0	0																		
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C (Table B data by racial status)

APPRENTICES	OUT TRAINEES
0	0
0	0

8. PREPARED BY: _____
 (Signature and Title of Contractors Representative)

9. DATE _____

10. REVIEWED BY: _____
 (Signature and Title of State Highway Official)

11. DATE _____

PREVIOUS EDITIONS ARE OBSOLETE

A & K EARTH MOVERS, INC.

APPRENTICESHIP DOCUMENTATION

STATE OF NEVADA
Office of the Labor Commissioner

APPRENTICESHIP UTILIZATION ACT WAIVER REQUEST

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

A Public Body, upon the request of a contractor or subcontractor, may submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, "Good Cause" exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced if the public body, contractor or subcontractor submits documentation and evidence that meets the requirements to establish "Good Cause."

Public Works Project (PWP) # CC-2020-083
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Address: 3505 Butti Way, Carson City, Nevada 89701
Phone: (775) 283-7584 **Fax:** (775) 887-2112 **E-Mail:** DAnderson@carson.org

Contractor/Subcontractor: A & K Earth Movers, Inc. **License Number:** 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Phone: (775) 825-1636 **Fax:** (775) 825-6171 **E-Mail:** KAtkins@akearthmovers.com

Please check the box for the reason for a Waiver Request and provide/submit supporting documentation/evidence:

Yes No

There are no Apprentices available from an Apprenticeship Program Registered by the Nevada State Apprenticeship Council within the jurisdiction where the public work is to be completed.

Yes No

The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage Apprentice or Journeyworkers.

Yes No


The contractor or subcontractor has requested Apprentices from a Registered Apprenticeship Program and the request has been denied or the request has not been approved within 5 business days.

Please attach additional documentation/evidence supporting the Waiver Request or describe why an Apprentice is not available or cannot be provided:

We did not receive approval within 5 business days for a Carpenter Apprentice

Kevin Atkins, Secretary

Printed Name/Title


*Signature

1 / 13 / 2020

Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

For Office of the Labor Commissioner's Use Only:

Waiver Request Approved:

Waiver Request Denied:

Notes: _____

Printed Name/Title

Signature

Date

Date Received: _____

Date Returned: _____

Fax Details



▼ Info	
Status:	sent
Created At:	01/03/2020 10:05:23 AM
Completed At:	01/03/2020 10:09:09 AM
Pages:	4
Agent:	FFWS
▼ Cover Page	
Enabled:	false
Name:	
Subject:	
Comments:	
▼ Sender	
Username:	jhiatt
Name:	Jessica Hiatt
Fax Number:	775-423-8410
Phone Number:	775-997-7234
Organization:	A&K Earth Movers Inc.
Email Address:	jhiatt@akearthmovers.com
▼ Recipient	
Name:	Skip Westmoreland
Fax Number:	(775)856-4661
Phone Number:	
Organization:	Carpenters JATC of Northern NV - Reno

From: Microsoft Outlook
To: lasvegas@swctf.org; reno@swctf.org
Subject: Relayed: Carson City Airport Road Apprenticeship Forms
Date: Friday, January 3, 2020 10:10:50 AM

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:
lasvegas@swctf.org (lasvegas@swctf.org) <mailto:lasvegas@swctf.org>
reno@swctf.org (reno@swctf.org) <mailto:reno@swctf.org>
Subject: Carson City Airport Road Apprenticeship Forms

STATE OF NEVADA
Office of the Labor Commissioner

Exhibit A

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to: Skip Westmoreland, Date Request Submitted: 01/03/2020
Carpenters JATC of Northern Nevada

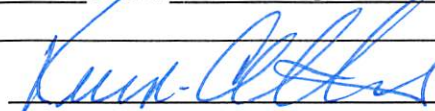
Name of Registered Apprenticeship Program: Carpenters JATC of Northern Nevada
 Contact Person/Title: Skip Westmoreland, Coordinator
 Address: 1360 Financial Blvd., Reno, NV 89502
 Tel No.: (775) 856-4448 Fax No.: (775) 856-4661 Email: reno@swctf.org

Requestor Information:
 Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
 Contact Person/Title: Kevin Atkins, Secretary
 Address: 515 Windmill Drive, Fallon, NV 89406
 Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
 Number of Apprentice(s) Required: 1 Craft or Trade: Carpenter
 Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: : am
 Name of Person to Report to: Human Resources or General Superintendent
 Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project
 Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City, Nevada
 Awarding Body Name: Carson City Public Works Department
 Contact Person/Title: Darren Anderson, Project Manager
 Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary
 Print Name/Title


 *Signature

01 / 03 / 2020
 Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

 Print Name/Title
 Date Received: _____

 Signature
 Date Returned: _____

 Date

STATE OF NEVADA
Office of the Labor Commissioner

APPRENTICESHIP UTILIZATION ACT WAIVER REQUEST

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

A Public Body, upon the request of a contractor or subcontractor, may submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, "Good Cause" exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced if the public body, contractor or subcontractor submits documentation and evidence that meets the requirements to establish "Good Cause."

Public Works Project (PWP) # CC-2020-083
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Address: 3505 Butti Way, Carson City, Nevada 89701
Phone: (775) 283-7584 **Fax:** (775) 887-2112 **E-Mail:** DAnderson@carson.org

Contractor/Subcontractor: A & K Earth Movers, Inc. **License Number:** 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Phone: (775) 825-1636 **Fax:** (775) 825-6171 **E-Mail:** KAtkins@akearthmovers.com

Please check the box for the reason for a Waiver Request and provide/submit supporting documentation/evidence:

Yes No

There are no Apprentices available from an Apprenticeship Program Registered by the Nevada State Apprenticeship Council within the jurisdiction where the public work is to be completed.

Yes No

The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage Apprentice or Journeyworkers.

Yes No

The contractor or subcontractor has requested Apprentices from a Registered Apprenticeship Program and the request has been denied or the request has not been approved within 5 business days.

Please attach additional documentation/evidence supporting the Waiver Request or describe why an Apprentice is not available or cannot be provided:

We did not receive approval within 5 business days for a Cement Mason Apprentice

Kevin Atkins, Secretary  1 / 13 / 2020
Printed Name/Title *Signature Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

For Office of the Labor Commissioner's Use Only:

Waiver Request Approved: Waiver Request Denied:

Notes: _____

Printed Name/Title _____ Signature _____ Date 1 / 13 / 2020
Date Received: _____ Date Returned: _____

Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, Nevada 89706
Phone: (775) 684-1890
Fax: (775) 687-6409
E-Mail: AUA@labor.nv.gov

Exhibit A
Office of the Labor Commissioner
3300 W. Sahara Ave., Suite 225
Las Vegas, Nevada 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
E-Mail: AUA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

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Request Submitted to: Jesse Barajas, Plasters Local 241 JATC Date Request Submitted: 01/03/2020

Name of Registered Apprenticeship Program: Plasters Local 241 JATC
Contact Person/Title: Jesse Barajas, Business Agent
Address: 810 Gleeson Way, Sparks, NV 89431
Tel No.: (775) 722-9621 Fax No.: (775) 359-4241 Email: jbarajas@opcminevada.org

Requestor Information:
Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Cement Mason
Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: __: __ am __.
Name of Person to Report to: Human Resources or General Superintendent
Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project
Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City, Nevada
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary

Print Name/Title

*Signature

01/03/2020

Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved:

Request Denied:

Notes: _____

Print Name/Title

Signature

Date

Date Received: _____

Date Returned: _____

From: Gloria Williams
To: "ibarajas@opcminevada.org"
Subject: Carson City Airport Road Apprenticeship Forms
Date: Friday, January 3, 2020 9:48:00 AM
Attachments: [Cement Mason Apprenticeship Req & Agree.pdf](#)

Please be advised this was also faxed. Complete and return to me please. Thanks.



Gloria Williams
Project Assistant
A & K Earth Movers, Inc.
12251 Truckee Canyon Court
Sparks, Nevada 89434
Direct: (775) 997-7239
GWilliams@akearthmovers.com



From: faxmaker@akearthmovers.com
To: [Gloria Williams](#)
Subject: FaxFinder Fax Notification: Successfully sent fax to (775) 359-4291
Date: Friday, January 3, 2020 10:26:25 AM
Attachments: [fax_outbound \(775\) 359-4291_20200103_102620_00000236-0000.pdf](#)

Create Time: 01/03/2020 10:22:20 AM
Schedule Time: 01/03/2020 10:26:20 AM
State: sent
Schedule Message: Successfully sent fax
Hangup code: 0
Try #: 1
Username: gwilliams
Sender name: Gloria Williams
Sender email: gwilliams@akearthmovers.com
Sender phone: 7759977235
Sender fax:
Sender org: A&K Earth Movers Inc.
Subject:
Max tries: 3
Try interval: 300
Priority: 3
Pages: 4
Recipient fax: (775) 359-4291
Recipient phone:
Recipient name: Jesse Barajas
Recipient org: Plasters/Cement Mason Local 241
Use cover page: false
Receipt: always
Print receipt: never
Print receipt printer:
Print receipt first page: false
Fax Page Size: auto

Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, Nevada 89706
Phone: (775) 684-1890
Fax: (775) 687-6409
E-Mail: AUA@labor.nv.gov

Exhibit A
Office of the Labor Commissioner
3300 W. Sahara Ave., Suite 225
Las Vegas, Nevada 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
E-Mail: AUA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NEUTS/REL/80th2019/Bill/6351/Text>

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Request Submitted to: No Laborers Local 169 JATC Date Request Submitted: January 2, 2020

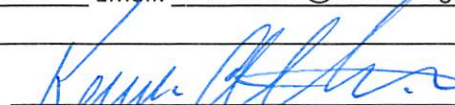
Name of Registered Apprenticeship Program: No Laborers Local 169 JATC
Contact Person/Title: Richard (Skip) Daly, Business Manager
Address: 570 Reactor Way, Reno, NV 89502
Tel No.: (775) 856-0169 Fax No.: (775) 856-0177 Email: LIUNA169@SBCGlobal.net

Requestor Information:
Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Laborer
Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: : am
Name of Person to Report to: Human Resources or General Superintendent
Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project
Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary
Print Name/Title


*Signature

01/02/2020
Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

Print Name/Title
Date Received: _____

Signature
Date Returned: _____

Date

Gloria Williams

From: Gloria Williams
Sent: Friday, January 3, 2020 9:07 AM
To: 'LIUNA169@sbcglobal.net'
Subject: Apprenticeship Agreement

Happy Friday Skip. I understand that the agreement should only be used once we request an apprentice; however, for the first bid we are doing for Carson City, they require the agreement at bid submittal.



Gloria Williams
Project Assistant
A & K Earth Movers, Inc.
12251 Truckee Canyon Court
Sparks, Nevada 89434
Direct: (775) 997-7239
GWilliams@akearthmovers.com



Gloria Williams

From: faxmaker@akearthmovers.com
Sent: Thursday, January 2, 2020 3:05 PM
To: Gloria Williams
Subject: FaxFinder Fax Notification: Successfully sent fax to (775) 856-0177
Attachments: fax_outbound_(775) 856-0177_20200102_150500_00000230-0000.pdf

Create Time: 01/02/2020 03:01:37 PM
Schedule Time: 01/02/2020 03:05:00 PM
State: sent
Schedule Message: Successfully sent fax
Hangup code: 0
Try #: 1
Username: gwilliams
Sender name: Gloria Williams
Sender email: gwilliams@akearthmovers.com Sender phone: 7759977235 Sender fax:
Sender org: A&K Earth Movers Inc.
Subject:
Max tries: 3
Try interval: 300
Priority: 3
Pages: 4
Recipient fax: (775) 856-0177
Recipient phone:
Recipient name: Richard Skip Daly
Recipient org: Laborers Local 169
Use cover page: false
Receipt: always
Print receipt: never
Print receipt printer:
Print receipt first page: false
Fax Page Size: auto



Exhibit A

Office of the Labor Commissioner
3825 College Parkway, Suite 302
Carson City, Nevada 89706
Phone: (775) 684-1890
Fax: (775) 687-6489
E-Mail: ALA@labor.nv.gov

Office of the Labor Commissioner
3500 W. Sahara Ave., Suite 225
Las Vegas, Nevada 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
E-Mail: ALA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 328. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this state. <http://www.leg.state.nv.us/App/NEWS/REL/80th/2019/01/6951/rel>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.pwlm.nv.gov/Apprenticeship/AboutSAC/. *The Governor's Office of Workforce Innovation (OWINI) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

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Request Submitted to: No Laborers Local 169 JATC Date Request Submitted: January 2, 2020

Name of Registered Apprenticeship Program: No Laborers Local 169 JATC
Contact Person/Title: Richard (Skip) Daly, Business Manager
Address: 570 Reactor Way, Reno, NV 89502
Tel No.: (775) 856-0169 Fax No.: (775) 856-0177 Email: LIUNA169@SBCGlobal.net

Requestor Information:
Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Laborer
Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: am
Name of Person to Report to: Human Resources or General Superintendent
Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project
Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Tel No.: (775) 293-7684 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary _____ *Kevin Atkins* _____ of 1/2/2020
Print Name/Title _____ *Signature _____ Date _____

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

Richard Daly Business Manager _____ Richard Daly _____ 1/3/20
Print Name/Title _____ Signature _____ Date _____
Date Received: 1-2-20 Date Returned: 1-3-20

Office of the Labor Commissioner
 1818 College Parkway, Suite 102
 Carson City, Nevada 89706
 Phone: (775) 684-1890
 Fax: (775) 687-6409
 E-Mail: AUA@labor.nv.gov

Exhibit A
 Office of the Labor Commissioner
 3300 W. Sahara Ave., Suite 225
 Las Vegas, Nevada 89102
 Phone: (702) 486-2650
 Fax: (702) 486-2660
 E-Mail: AUA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

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Request Submitted to: No Operating Engineers Local #3 JATC Date Request Submitted: 01/03/2020

Name of Registered Apprenticeship Program: No Operating Engineers Local #3 JATC
Contact Person/Title: Scott Fullerton, District Representative
Address: PO Box 20962 1290 Corporate Blvd., Reno 89502, Reno, NV 89515
Tel No.: (775) 575-2729 Fax No.: (775) 857-4443 Email: District11dispatch@OE3.org
 857-4440

Requestor Information:
Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
Number of Apprentice(s) Required: 1 Craft or Trade: Operating Engineer
Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: __: __ am
Name of Person to Report to: Human Resources or General Superintendent
Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project
Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City, Nevada
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary  01/03/2020
 Print Name/Title *Signature Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

 Print Name/Title Signature Date
 Date Received: _____ Date Returned: _____

Jessica Hiatt

From: district11dispatch <district11dispatch@oe3.org>
To: Jessica Hiatt
Sent: Friday, January 3, 2020 1:11 PM
Subject: Read: Carson City Airport Road Apprenticeship Forms

Your message

To:
Subject: Carson City Airport Road Apprenticeship Forms
Sent: Friday, January 03, 2020 1:11:22 PM (UTC-08:00) Pacific Time (US & Canada)

was read on Friday, January 03, 2020 1:11:12 PM (UTC-08:00) Pacific Time (US & Canada).

 Fax Details


▼ Info	
Status:	sent
Created At:	01/03/2020 10:15:49 AM
Completed At:	01/03/2020 10:20:45 AM
Pages:	4
Agent:	FFWS
▼ Cover Page	
Enabled:	false
Name:	
Subject:	
Comments:	
▼ Sender	
Username:	jhiatt
Name:	Jessica Hiatt
Fax Number:	775-423-8410
Phone Number:	775-997-7234
Organization:	A&K Earth Movers Inc.
Email Address:	jhiatt@akearthmovers.com
▼ Recipient	
Name:	Scott Fullerton
Fax Number:	(775)857-4443
Phone Number:	
Organization:	No Operating Engineers Local #3 JATC

Office of the Labor Commissioner
 1818 College Parkway, Suite 102
 Carson City, Nevada 89706
 Phone: (775) 684-1890
 Fax: (775) 687-6409
 E-Mail: AUA@labor.nv.gov

Office of the Labor Commissioner
 3300 W. Sahara Ave., Suite 225
 Las Vegas, Nevada 89102
 Phone: (702) 486-2650
 Fax: (702) 486-2660
 E-Mail: AUA@labor.nv.gov

STATE OF NEVADA
 Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NEUTS/REL/90th2019/Bill/6351/Text>

You may use this form to request an apprentice or determine availability of an apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.ovinn.nv.gov/Apprenticeship/AboutSAC/. *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to: No Operating Engineers Local #3 JATC Date Request Submitted: 01/03/2020

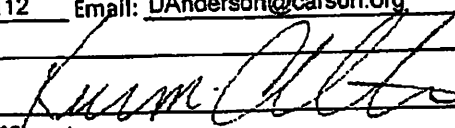
Name of Registered Apprenticeship Program: No Operating Engineers Local #3 JATC
 Contact Person/Title: Scott Fullerton, District Representative
 Address: PO Box 20962 1290 Corporate Blvd., Reno 89502, Reno, NV 89515
 Tel No.: (775) 575-2729 Fax No.: (775) 857-4443 Email: District11dispatch@OE3.org
857-4440

Requestor Information:
 Contractor/Subcontractor: A & K Earth Movers, Inc. License Number: 0024548
 Contact Person/Title: Kevin Atkins, Secretary
 Address: 515 Windmill Drive, Fallon, NV 89406
 Tel No.: (775) 825-1636 Fax No.: (775) 825-6171 Email: Katkins@akearthmovers.com

Availability Request Information:
 Number of Apprentice(s) Required: 1 Craft or Trade: Operating Engineer
 Apprentice(s) Report Date: TBD After March 1, 2020 (5 business days' notice required) Report Time: __:__ am
 Name of Person to Report to: Human Resources or General Superintendent
 Address to Report to: 515 Windmill Drive, Fallon, NV 89406

Project Information: Carson City Airport Road Reconstruction Project
 Contract Name/Number: PWP-CC-2020-083 Project Location: Carson City, Nevada
 Awarding Body Name: Carson City Public Works Department
 Contact Person/Title: Darren Anderson, Project Manager
 Tel No.: (775) 283-7584 Fax No.: (775) 887-2112 Email: DAnderson@carson.org

Kevin Atkins, Secretary
 Print Name/Title

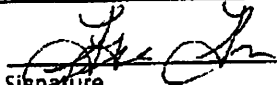

 *Signature Date 01/03/2020

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: Please give 5 business day notice before dispatch date

Brian Peather Administrator
 Print Name/Title
 Date Received: 1-3-20


 Signature Date 1/10/20
 Date Returned: 1-10-20

facsimile transmittal

Operating Engineers
Joint Apprenticeship Committee
P.O. Box 20962
Reno, NV 89515

(775) 575-2729 FAX (775) 575-2825

To: Kevin Atkins Date: 1-10-20 Time: 4:10

Dept: _____ From: Bryan Prather

Company: A & H Earth Mixers Pages: 2
(including this page)

If you do not receive all pages, please call (775) 575-2729 as soon as possible and notify sender.

Comments:

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Contractor: A & K Earth Movers, Inc.

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway stripier and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed:  Date: 1/14/2020

Name and Title: Kevin Atkins, Secretary

STATE OF NEVADA
Office of the Labor Commissioner

APPRENTICESHIP UTILIZATION ACT WAIVER REQUEST

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

A Public Body, upon the request of a contractor or subcontractor, may submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, "Good Cause" exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced if the public body, contractor or subcontractor submits documentation and evidence that meets the requirements to establish "Good Cause."

Public Works Project (PWP) # CC-2020-083
Awarding Body Name: Carson City Public Works Department
Contact Person/Title: Darren Anderson, Project Manager
Address: 3505 Butti Way, Carson City, Nevada 89701
Phone: (775) 283-7584 **Fax:** (775) 887-2112 **E-Mail:** DAnderson@carson.org

Contractor/Subcontractor: A & K Earth Movers, Inc. **License Number:** 0024548
Contact Person/Title: Kevin Atkins, Secretary
Address: 515 Windmill Drive, Fallon, NV 89406
Phone: (775) 825-1636 **Fax:** (775) 825-6171 **E-Mail:** KAtkins@akearthmovers.com

Please check the box for the reason for a Waiver Request and provide/submit supporting documentation/evidence:

Yes No

There are no Apprentices available from an Apprenticeship Program Registered by the Nevada State Apprenticeship Council within the jurisdiction where the public work is to be completed.

Yes No

The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage Apprentice or Journeyworkers.


Yes No

The contractor or subcontractor has requested Apprentices from a Registered Apprenticeship Program and the request has been denied or the request has not been approved within 5 business days.

Please attach additional documentation/evidence supporting the Waiver Request or describe why an Apprentice is not available or cannot be provided:

There is no registered Apprenticeship Program for Trucking

Kevin Atkins, Secretary
Printed Name/Title


*Signature

1 / 13 / 2020
Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

For Office of the Labor Commissioner's Use Only:

Waiver Request Approved:

Waiver Request Denied:

Notes: _____

Printed Name/Title

Signature

Date

Date Received: _____

Date Returned: _____

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Subcontractor: Surface Prep & Maintenance

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed: Ann M Church Date: 01/14/2026

Name and Title: Ann M Church, President

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Subcontractor: PAVEMENT RECYCLING SYSTEMS, INC.

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed:  Date: JANUARY 13, 2020

Name and Title: Gary Bush, Division Manager

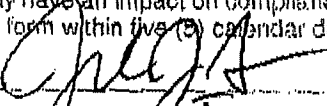
Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Subcontractor:

Geo-Cell Solutions

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Boilermaker	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterer and terrazzo workers.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Load Carrier , includes brick-mason tender and plaster tender	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mason , can also include cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/cractor (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Roofar (not sheet metal)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sheet Metal Worker , can also include air purifier technician.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.


Signed:  Date: 1/14/20
 Name and Title: JUSTIN FOREMAN PROJECT MGR.

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PNP-CC-2020-DB3 Subcontractor: Intermountain Slurry Seal, INC

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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Signed:  Date: 1/13/19
 Name and Title: Project manager

Nevada Apprenticeship Utilization Act, 2019 Compliance

Contract No.: PWP-CC-2020-083 Subcontractor: F3 & Associates (survey, layout and staking)

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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Signed: Lionel Largaespada Date: 1/14/20

Name and Title: Lionel Largaespada, Director


Nevada Apprenticeship Utilization Act, 2019 Compliance

PWP-CC-2020-083

Contract No.: _____ Subcontractor: Diamond Concrete Cutting

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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Signed:  Date: 1/14/2020
 Name and Title: Russell Craig (Division Manager)