

BID PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Sierra Nevada Construction, Inc.

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

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

(state sum in words) Five percent of attached bid

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

WHEREAS, the Principal has submitted a bid, identified as **BID #1415-028** and titled "**5th Street Pedestrian Improvements Project**".

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

Executed on this 19th day of August 2014

Signature of Principal: Craig D. Holt

Title: Vice-President

Firm: Sierra Nevada Construction, Inc.

Address: 2055 East Greg

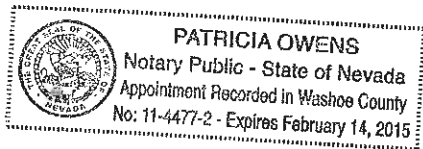
City/State/Zip Code: Sparks, NV 89431

Written Name of Principal: Craig D. Holt

ATTEST NAME

Signature of Notary: Patricia Owens

(Seal)



Subscribed and sworn before me this 19th day of August 2014

(printed name of notary) Patricia Owens

Notary Public for the State of Nevada

Claims Under this Bond May be Addressed to:

Nevada Resident Agent Information
Complete for out of state bonding companies

Name of Surety Liberty Mutual Insurance Company

Name of Local Agent L/P Insurance Services, Inc.

Address 1001 4th Avenue, #1700

Address 300 East 2nd St., #1300

City Seattle

City Reno

State/Zip Code WA 98154

State/Zip Code NV 89501

Name Lori Jones

Agent's Name Lori Jones

Title Attorney-In-Fact

Agent's Title Agent

Phone 775-996-6037

Agents Phone 775-996-6037

Surety's Acknowledgement Lori Jones

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 9922587

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lori Jones; Nicholas D. Rossi; Patricia Owens; Teri L. Wood

all of the city of Reno, state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of August, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID PROPOSAL

BID # 1415-028

BID TITLE: "5th Street Pedestrian Improvements Project"

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

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

A-COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

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

BIDDER acknowledges receipt of 1,2 Addendums.

SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
BP. 1	Mobilization, Demobilization and Clean-Up (SC 6.1.2)	1	LS	15,000.00	15,000.00
BP. 2	Stormwater Protection (SC 6.1.3)	1	LS	1,000.00	1,000.00
BP. 3	Traffic Control (SC 6.1.4)	1	LS	25,000.00	25,000.00
BP. 4	Removal of Existing Improvements (SC 6.1.5)	1	LS	47,902.00	47,902.00
BP. 5	Construct PCC Type A Sidewalk on 4" Ag. Base (SC 6.1.6)	4665	SF	8.00	37,320.00
BP. 6	Construct PCC Type 1 Curb and Gutter on 6" Ag. Base (SC 6.1.7)	784	LF	25.00	19,600.00
BP. 7	Construct PCC Spandrel / Valley Gutter on 6" Ag Base (SC 6.1.8)	523	SF	16.00	8,368.00
BP. 8	Construct PCC Curb Ramp w/ Detectable Warning Plate on 4" Ag. Base (SC 6.1.9)	2467	SF	15.50	38,238.50
BP. 9	Construct Residential Type 1 Driveway Apron on 6" Ag. Base (SC 6.1.10)	3701	SF	11.00	40,711.00
BP.10	Construct PCC Driveway on 6" of Ag. Base (SC 6.1.11)	1805	SF	6.50	11,732.50
BP.11	Construct Permanent AC Pavement Patch * <u>5</u> (4" AC on 6" Agg. Base) (SC 6.1.12)	5365	SF	5.00	26,825.00
BP.12	Relocate Existing Street Sign (SC 6.1.13)	5	EA	550.00	2,750.00
BP.13	Adjust Utility Boxes to Grade (SC 6.1.14)	5	EA	500.00	2,500.00
BP.14	Removal and Restoration of Existing Landscaping (SC 6.1.15)	1	LS	15,000.00	15,000.00
BP.15	Total Base Bid Price (Schedule A)				292,007.00

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

two hundred ninety-two thousand seven dollars and zero cents

* per Addendum #2 - dated 8/26/14

BID PROPOSAL

BP.17 BIDDER INFORMATION:

Company Name:	Sierra Nevada Construction, Inc.
Federal ID No.:	88-0245903
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
Fax Number including area code:	775-355-0535
E-mail:	bids@snc.biz

Contact Person / Title:	Craig D. Holt, Vice-President
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
E-mail Address:	bids@snc.biz

BP.18 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25565
License Classification(s):	A, general engineering
Limitation(s) of License:	unlimited
Date Issued:	7/5/88
Date of Expiration:	7/31/15
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	14-00004425
Date Issued:	12/16/13
Date of Expiration:	12/31/14
Name of Licensee:	Sierra Nevada Construction, Inc.

BID PROPOSAL

BP.19 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

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

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	3/2/88
Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt
Other 1) Name & Title:	Marc T. Markwell, Secretary/Treasurer

Sierra Nevada Construction, Inc.
 PO Box 50760
 Sparks, NV 89435
 775-365-0420

Name	Position	Date Started with this organization	Date started in construction	
Kevin L. Robertson	President	2001	1993	
Craig D. Holt	Vice President	2001	1994	
Marc Markwell	Secretary/Treasurer	2012	1999	
Dan LeBlanc	Vice President Nevada Construction	2005	2004	
Fred Courier	Vice President Nevada Estimating	2005	1985	
Mark Gordine	Vice President Nevada Project Mgmt	2005	1990	
Alex Faust	Vice President AC Maintenance	2002	2000	

BID PROPOSAL

BP.20 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions <i>see attached</i>	Years With Firm
Name 1)	

Title 1)

Name 2)	
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Title 2)

Name 3)	
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Title 3)

Name 4)	
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Title 4)

Name 5)	
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Title 5)

Name 6)	
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Title 6)

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

BID PROPOSAL

BP.21 REFERENCES:

Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1):	see attached Statement of Experience
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:	

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
City of Carson City	2013 Street Maintenance Program	\$700,483.00	Street Reconstruction	1/31/2014	Jeff Sharp	(775) 887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
Lander County	2013 Road Maintenance Project	\$900,519.00	Street Reconstruction	1/31/2014	Louis Lani	775-964-2676	P.O. Box 144 Austin NV
Douglas County	2013 Road Seal and Overlay Project	\$438,561.00	Street Reconstruction/Overlay	10/31/2013	Ed Mason	775-782-8201	P.O. Box 218, Minden, NV 89423
City of Elko	2013 Microsurfing Project	\$244,663.00	Microsurfing	8/20/2013	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$1,830,928.00	Apron Paving & Reconstruction	11/30/2013	Kevin Smith	530-867-4119	10356 Truckee Airport Road, Truckee CA 96181
Eureka County	2013 Street Maintenance Program	\$3,289,708.00	Street Reconstruction	10/31/2013	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Sparks	2013 Preventative Maintenance Program	\$375,963.00	Asphalt Maintenance	9/23/2013	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$616,652.00	Waterline/Backflow Upgrade	4/14/2014	Thor Dyson	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
Town of Truckee	Glenshire Drive Bike Lane	\$2,286,007.00	Street/Reconstruction Project	10/1/2013	Todd Landry	530-562-2904	10183 Truckee Airport Road, Truckee, CA 96161
SMC Contracting Inc.	Sugar Bowl Academy	\$1,100,000.00	Sitework/Sewer	8/31/2013	Joe Stewart	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT #3513 SR 306 Broomways	\$7,477,007.00	Asphalt Maintenance	8/31/2013	Stephen Lani	916-625-9511	14081 Alvin Ct., Rocklin, NV 95677
City of Rocklin	Street Reconstruction Project	\$1,785,007.00	Street Reconstruction Project	8/31/2013	Miguel Chavez	775-348-0400	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$1,886,007.00	Pavement Preservation	9/10/2013	Scott Gibson	530-741-5504	1727 30th Street Sacramento CA 95816
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$1,088,007.00	Asphalt Rubber Seal Coat	9/10/2013	Hugo Topete	775-964-2676	P.O. Box 144 Austin NV
Lander County	Town of Austin Water Systems	\$3,627,007.00	Booster Pump Station	9/30/2013	Louis Lani	530-741-5504	1727 30th Street Sacramento CA 95816
California Department of Transportation	Caltrans 03-3F0304 L80 Median	\$1,276,007.00	Dirtwork and Road Realignment	9/30/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
Regional Transportation Commission	Corrective Maintenance	\$1,373,007.00	Corrective Maintenance	9/30/2013	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	2013 Preventative Crack & Maint.	\$1,073,007.00	Preventative Maint., Crack and Patch	6/30/2013	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
Washoe County School District	Running Track Reconstruct	\$542,007.00	Running Track Reconstruct	7/20/2013	Gary Clark	775-348-0200	923 E. 9th Street, Reno NV 8950
Nye County	New Well Facility and Transmission Main	\$712,007.00	New Well Facility and Transmission Main	7/30/2013	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060
California Department of Transportation	Caltrans - Placerville	\$659,007.00	Pave and Microseal	8/15/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
Nevada Department of Transportation	Cattle Guard	\$88,007.00	Cattle Guard	8/15/2013	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Regional Transportation Commission	Suito Street Rehab	\$1,376,007.00	Street Reconstruct Project	8/20/2013	Lee Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
Gardenville General Improvement District	2013 Street Rehab	\$677,007.00	Street Maintenance	8/20/2013	Jeff James	775-265-9688	931 Mitch Drive, Gardenville NV 89410
Department of Transportation California	Caltrans - Eldorado County	\$706,007.00	HMA Overlay	8/31/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
Nevada Department of Transportation	NDOT #3465 Virginia City	\$6,989,007.00	Street Reconstruction	5/31/2013	Larry Borge, PE	(775) 688-1253	1263 S. Stewart St, Carson City, NV 89712
Regional Transportation Commission	RTC 2012 Preventative Maintenance, Crack Seal	\$552,007.00	Asphalt Maintenance	5/13/2013	Scott Gibson	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
City of South Lake Tahoe	2012 Road Rehabilitation	\$3,277,163.00	Street Reconstruction	10/19/2012	Jim Marino	(530) 542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
California Department of Transportation	Caltrans 03-3M8304 L80 Truckee	\$7,159,007.00	Street Reconstruction	10/19/2012	Jared Montplaisier	(530) 682-5837	1727 - 30th Street, Sacramento, CA 95816
Miles Construction	Eagle Valley Middle School - Miles Const.	\$941,482.00	Sitework	10/10/2012	Stacy Reid	(775) 246-3722	61 Industrial Parkway, Carson City NV 89708
California Department of Transportation	Caltrans 02-3E9204 RT 70 & 89 Overlay	\$2,896,007.00	Asphalt Overlay	8/30/2012	Michael Holtrgel	(530) 283-2492	1727 - 30th Street, Sacramento, CA 95816
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Binky)	\$1,737,007.00	Street Reconstruction	7/31/2012	Michele Dennis	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT Q2-006-12, Cattle Guards	\$2,167,007.00	Street Reconstruction/Cattleguard	7/31/2012	Marieta Rivera	(775) 843-8390	1263 S. Stewart St, Carson City, NV 89712
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$2,157,007.00	Street Reconstruction	7/30/2012	Bob Schrieker	(775) 827-6111	P.O. Box 19000, Reno, NV 89505
Regional Transportation Commission	RTC 2012 Preventative Maintenance, Patching	\$733,007.00	Asphalt Maintenance	7/15/2012	Scott Gibson	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
California Department of Transportation	Caltrans 03-4M3204 RT 70 Micro	\$619,007.00	Street Reconstruction	7/13/2012	Bryan Johnson	(530) 895-5245	1727 - 30th Street, Sacramento, CA 95816
Reno/Sparks Convention Visitors Auth.	Reno Sparks Livestock Events Center - RV Spaces	\$409,007.00	Asphalt Overlay	6/30/2012	Laura Tabman	(775) 827-7960	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT D3-006-11 Chip Seal	\$6,087,451.00	Chip Seal	6/21/2012	Boyd Ratcliff	(775) 777-2701	1263 S. Stewart St, Carson City, NV 89712
Eureka County	Eureka 2011 Street Maintenance	\$4,324,007.00	Street Reconstruction	6/15/2012	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Regional Transportation Commission	Robb & Shariands Drive	\$1,329,007.00	Street Reconstruction	5/1/2012	Blaine Peterson	775-335-1871	1105 Terminal Way Ste 108, Reno, NV 89502
Nevada Department of Transportation	NDOT QA-007-12 Lakeview Drainage	\$192,007.00	Sitework	4/30/2012	Steve Lanni	(775) 888-7050	1263 S. Stewart St, Carson City, NV 89712
Regional Transportation Commission	RTC Reno Consolidated 11-01 Phase 2 (First St)	\$1,044,007.00	Street Reconstruction	4/30/2012	Michele Dennis	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	TMWA COR Unit H	\$606,007.00	Sitework/Piping	4/20/2012	Jim Pucinelli	(775) 834-8056	1355 Capital Blvd., Reno, NV 89502
Nevada Department of Transportation	NDOT Q0-001-12 Parking Lot	\$195,007.00	Asphalt Maintenance	4/26/2012	Steve Lanni	(775) 888-7050	1263 S. Stewart St, Carson City, NV 89712
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$1,026,553.00	Asphalt Maintenance	3/14/2012	Scott Gibson	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Nye County	Gabbs Airport Regrade Unpaved Runways 2011	\$129,007.00	Street Reconstruction	3/12/2012	Jim Clague	775-828-1623	556 Double Eagle Blvd., Reno, NV 89521
Regional Transportation Commission	RTC Peckham Lane Rehabilitation	\$684,007.00	Street Reconstruction	2/23/2012	Warren Call	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$1,406,481.50	Street Reconstruction	1/7/2012	Brenda Lee	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Eureka County	Present Valley Water Treatment Plant	\$1,548,007.00	Sitework/Piping	1/1/2012	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316
California Department of Transportation	Caltrans 09-338104 Boxle	\$3,586,007.00	Street Reconstruction	12/31/2011	Kurt Weiermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
Eureka County	Eureka Canyon US 50 Widening	\$1,859,007.00	Street Reconstruction	12/22/2011	Ron Damele	(775) 237-5265	10 S. Main Street, Eureka, NV 89316
City of Carson City	Carson City Street Maintenance 2011	\$507,007.00	Street Reconstruction	12/20/2011	Jeff Sharp	(775) 887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$957,007.00	Street Reconstruction	11/15/2011	Ben Matye	(530) 550-9631	1727 - 30th Street, Sacramento, CA 95816
Nevada Department of Transportation	NDOT D2-01-11 Micro	\$958,007.00	Street Reconstruction	11/15/2011	Boyd Ratcliff	(775) 577-2700	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$1,589,007.00	Street Reconstruction	11/10/2011	Tim Crosby	(530) 682-5837	1727 - 30th Street, Sacramento, CA 95816
PAR Electrical	RTC TE Spot - Par Electrical	\$177,007.00	Street Reconstruction	10/31/2011	Shane Glen	(775) 329-0407	1465 West 4th Street, Reno NV 89503
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$2,757,007.00	Street Reconstruction	10/1/2011	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Lyon County	RTC Chip Slurry	\$1,459,007.00	Chip Seal/Slurry Seal	9/30/2011	Gary Field	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
Elko County Public Works	Hamson Pass Chip Seal	\$20,600.00	Chip Seal	9/30/2011	Otis W. Tiplon, III	(775) 738-5036	984 River Street, Elko, NV 89801
California Department of Transportation	Caltrans 09-548204 Rte 89 Coleville	\$1,186,007.00	Street Reconstruction	9/20/2011	Jared Montplaisier	(530) 682-5837	1727 - 30th Street, Sacramento, CA 95816
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$880,561.00	Apron Paving & Reconstruction	8/31/2011	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
Valley Slurry Seal	RTC 2011 Preventative Maintenance - VSS	\$589,724.57	Asphalt Maintenance	8/26/2011	Allan Berger	(916) 373-1500	P.O. Box 98331, West Sacramento CA 95798
City of Nevada	Nevada City Paving and Reconstruction	\$399,351.00	Street Reconstruction	6/22/2011	William Falconi	(530) 285-2469	1263 S. Stewart St, Carson City, NV 89712
City of Reno	City of Reno 2011 Unit 1	\$1,895,007.00	Street Reconstruction	6/1/2011	Khalil Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$1,276,275.00	Sitework	6/1/2011	Steve Bonicatto	775-852-9802	9555 Double R Blvd Ste 100, Reno, NV 89521
Carson City Public Works	Prison Hill Water Tank	\$1,237,007.00	Sitework/Tank/Piping	6/1/2011	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
South Tahoe Public Utility District	Luther Pass Pump Station	\$2,027,007.00	Sitework/Piping/Sewer	2/18/2011	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr, South Lake Tahoe CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$3,936,007.00	Water/Sewer/Road Reconstruction	12/1/2010	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV 89316

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Nevada Department of Transportation	NDOT #3285 L80 Vista	\$8,583,007.00	Asphalt Grnd and Pave	11/19/2010	Mike Glock	775-829-8383	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans 02-380904 Johnstonville	\$1,179,007.00	Road Widening	10/31/2010	Jerome Tuohiski	530-822-4308	1727 30th Street, Sacramento, CA 95816
Lyon County	Alfonso Drive Reconstruction	\$852,014.00	Street Reconstruction	10/1/2010	Gary Feid	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
Regional Transportation Commission	Reno Consolidated 10-02	\$1,668,007.00	Street Reconstruction	10/1/2010	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$1,469,007.00	Street Reconstruction	9/30/2010	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$892,007.00	Stework/Tank/Piping	9/10/2010	Jim Puccinelli	775-834-8000	1355 Capital Blvd., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$6,424,101.00	Street Reconstruction	8/27/2010	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
California Department of Transportation	2010 ARRA Street Maintenance	\$398,007.00	Asphalt Maintenance	8/20/2010	Ron Danelle	775-837-5265	10 S. Main Street, Eureka, NV 89316
City of Alturas	Alturas Airport	\$729,007.00	Street Reconstruction	8/20/2010	Mark DeMartini	530-265-9869	1727 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 02-1E8904 Blairsdan	\$189,007.00	Asphalt Maintenance	8/15/2010	Chester Robertson	530-233-2512	200 W North Street, Alturas, CA 96101
US Forest Service	Mount Watson Chip Seal	\$2,027,007.00	Asphalt Overlay	8/15/2010	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$218,007.00	Chip Seal	8/13/2010	Alfredo Lausangan	505-842-3403	1323 Club Drive, Vallejo, CA 94592
California Department of Transportation	Caltrans 02-1E8904 Blairsdan	\$1,349,507.00	Street Reconstruction	6/30/2010	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Sparks Consolidated 09-02	\$847,007.00	Street Reconstruction	6/1/2010	Ron Collins	530-822-4308	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Street Maintenance 2008	\$1,248,007.00	Paving and Slurry Seal	6/1/2010	Dean Mottram	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Pershing County School District	Pershing County Schools	\$529,007.00	Stework	3/15/2010	Mike Mitchell	775-237-5265	1150 Elmhurst Ave, Lovelock, NV 89419
Eureka County	Eureka Water Tank	\$2,114,007.00	Stework/Tank/Piping	12/31/2009	Ron Danelle	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Riverbank	Downtown Beautification Phase 2	\$4,634,265.00	Street Reconstruction	12/15/2009	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehabilitation Phase 2	\$1,772,007.00	Asphalt Grnd and Pave	11/30/2009	Andy Gust	916-869-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$1,534,007.00	Freeway Reconstruction	11/15/2009	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #08-336604 Sonora Junction	\$1,993,007.00	Asphalt Grnd and Pave	11/1/2009	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Nye County	Gabbs Airport	\$113,007.00	Stework	11/1/2009	Jim Clague	775-828-1622	5555 Double Eagle Blvd, Reno, NV 89521
Regional Transportation Commission	Longley Lane	\$849,253.00	Street Reconstruction	11/1/2009	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Mill Street Reconstruction	\$1,587,887.00	Street Reconstruction	11/1/2009	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Inyo County Public Works	N. Barlow/Dixon Lanes	\$766,007.00	Street Reconstruction	11/1/2009	John Schneider	760-878-0201	P.O. Drawer Q, Independence, CA 93326
Nevada Department of Transportation	NDOT #3387 Iron Mountain	\$383,007.00	Freeway Reconstruction	11/1/2009	Steve Lani	775-887-3367	1263 S. Stewart St, Carson City, NV 89712
Lander County	Battle Mountain Airport	\$228,007.00	Asphalt Maintenance	10/15/2009	Greg Riley	775-635-2886	315 S Humboldt Street, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3347 Pumpmickel	\$9,088,007.00	Asphalt Grnd and Pave	10/15/2009	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #08-269014 Rock Creek Road	\$7,438,007.00	Freeway Reconstruction	10/1/2009	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$1,363,007.00	Stework/Tank/Piping	7/1/2009	Lowell Patton	775-784-9910	585 Silver Lace Blvd., Fernley, NV 89408
City of Carson City	Cleanview Drive Widening	\$813,007.00	Street Reconstruction	11/20/2008	John Platt	775-887-2355	3505 Butli Way Carson City, NV 89701
City of Carson City	Fairview Drive Reconstruct	\$3,689,447.00	Street Reconst/Underground Utilities	11/7/2008	Darren Schulz	775-887-2355	3505 Butli Way Carson City, NV 89701
Regional Transportation Commission	Wedekind Road	\$469,007.00	Street Reconstruction	10/31/2008	Michele Dennis	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Tramrail Crow	West American Commerce Center	\$6,725,745.00	Stework/Underground Utilities	10/31/2008	Chris Cummings	(530) 225-3280	16860 Sierra Center Pkwy, Ste 170, Reno, NV 89511
California Department of Transportation	Caltrans 02-381604 Millford	\$28,848,007.00	Shoulder Widening	10/15/2008	Chit Langowski	(801) 625-5605	4701 N. Torrey Pines Drive, Las Vegas, NV 89130
US Forest Service	Galena Creek Park AG-9360-C-07-001	\$1,975,872.00	Stework	10/10/2008	Steve Roehr	(775) 834-8056	1355 Capital Blvd., Reno, NV 89502
Truckee Meadows Water Authority	Raleigh Heights Water Tank #3	\$3,087,007.00	Stework/Tank/Piping	10/1/2008	Jim Puccinelli	(775) 887-2355	3505 Butli Way Carson City, NV 89701
City of Carson City	2008 Carson City Slurry	\$494,832.78	Slurry Seal	9/30/2008	John Platt	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Mayberry	\$1,257,007.00	Street Reconstruction	9/30/2008	David Logan	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Pyramid / LaPosada	\$6,767,690.75	Street Reconstruction	9/30/2008	Michele Dennis	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Los Altos Parkway	\$1,824,007.00	Street Reconstruction	8/31/2008	Doug Maloy	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
City of West Sacramento	Tower Bridge Gateway	\$4,329,007.00	Street Reconstruction	8/31/2008	Lenard LaChapelle	(916) 617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
Elko County Commissioners	Jiggs Road Chip Seal	\$414,007.00	Chip Seal	8/25/2008	Otis W. Tipton, III	(775) 738-5036	954 River Street, Elko, NV 89801
Truckee Meadows Water Authority	Pyramid Water Tank	\$1,436,007.00	Stework/Tank/Piping	8/1/2008	Jim Puccinelli	(775) 834-8056	1355 Capital Blvd., Reno, NV 89502
California Department of Transportation	Caltrans #03-290904 Kings Beach	\$1,827,007.00	Drainage Improvements	5/1/2008	Tim Crosby	(630) 587-5698	1727 - 30th Street, Sacramento, CA 95816
City of Reno	2007 Sewer Rehabilitation	\$2,748,007.00	Sewer/Pipe	4/15/2008	Bob Schmcker	(775) 827-6111	P.O. Box 1900, Reno, NV 89505

BID PROPOSAL

Company Name 3):	see attached Statement of Experience
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. 22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 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.

C. D. Holt
Signature of Authorized Certifying Official

Craig D. Holt
Printed Name

Vice-President
Title

August 29, 2014
Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2013	.99	1.27
2012	.79	.63

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

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Description of work MOBILIZATION, DEMOBILIZATION, CLEAN UP, STORMWATER PROTECTION, TRAFFIC CONTROL, REMOVAL OF EXISTING IMPROVEMENTS, PLACE AND GRADE AGGREGATE BASE, PERMANENT PATCH, ADJUST UTILITIES, ENVIRONMENTAL LANDSCAPE		
Name of Subcontractor LUCKY CONCRETE, INC.	Address 2255 BYARS LANE, SPARKS, NV 89431	
Phone 775-331-7755	Nevada Contractor License # 19395	Limit of License UNLIMITED
Description of work CONCRETE FLATWORK		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

MAY 13 10 10

BP.24 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Description of work MOBILIZATION, DEMOBILIZATION, CLEAN UP, SIDEWALK PROTECTION, TRAFFIC CONTROL, REMOVAL OF EXISTING IMPROVEMENTS, PLACE AND GRADE AGGREGATE BASE, PERMANENT PATCH, ADJUST UTILITIES, RAV & RESTORE LANDSCAPING		
Name of Subcontractor LUCKY CONCRETE, INC.	Address 2255 BYARSLANE, SPARKS, NV 89431	
Phone 775-331-7755	Nevada Contractor License # 18395	Limit of License UNLIMITED
Description of work CONCRETE FLATWORK		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 25 **INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 755-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Description of work MOBILIZATION, DEMOBILIZATION, CLEANUP, SEDIMENT PROTECTION, TRAFFIC CONTROL, REMOVAL OF EXISTING IMPROVEMENTS, PLACE NEW GRADE AGGREGATE BASE, PERMANENT PATCH, AD STRUCTURES, R.M.V. RESTORE LANDSCAPING		
Name of Subcontractor ARTISTIC FENCE CON. CO.	Address 430 MORRILL AVENUE, RELO, NV 89512	
Phone 775-786-6002	Nevada Contractor License # 7798A	Limit of License UNLIMITED
Description of work FENCING		
Name of Subcontractor DIVERSIFIED STRIPING INC.	Address 2400 TAMPA ST., RELO, NV 89512	
Phone 775-786-8900	Nevada Contractor License # 0076197	Limit of License \$5.4 MILLION
Description of work RELOCATE EXISTING STREET SIGN		
Name of Subcontractor SIERRA SURVEYING INC. NV	Address 555 HOLCOMBS AVE, RELO, NV 89502-1875	
Phone 775-823-5004	Nevada Contractor License # N/A	Limit of License N/A
Description of work SURVEY		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

BP. 26

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- For the first report submitted, each contractor and subcontractor should list every worker employed in connection with the public work. The workers listed should be the same as those reported on the certified payroll report.
- For each subsequent month, add only those workers not previously reported to the Workers Employed Report and submit the newly-revised report. If no additional workers have been added, you may submit the previous month's report.
- If a worker has been reported on a previous month's report, but does not work during a subsequent month or is no longer employed by the contractor, his or her name should remain on the report. **DO NOT DELETE ANY NAMES.** This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.

BID PROPOSAL



WORKERS EMPLOYED REPORT

Project Name: _____ Contract Number : _____

General Contractor: _____ PWP # _____

Subcontractor: _____ Date: _____

Address at which payroll records are maintained:

Contact Person and Phone Number: _____

Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction

In compliance with the provisions of Chapters 338 of NRS and NAC, respectively, I, as an officer, owner or director of the undersigned contractor, hereby certify that this report is a true and accurate statement of worker's earnings employed on this Public Works contract by the undersigned contractor for the following payroll period:

BID PROPOSAL

Altered to include State of NV Regulations

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____ (Contractor or Subcontractor)

_____ (Building or Work); that during the payroll period commencing on the

_____ day of _____, _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

- NRS 338.070:
- The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.
 - The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.
 - Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

BID PROPOSAL

BP.27 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Craig D. Holt (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 "5th Street Pedestrian Improvements Project", contract number 1415-028 Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

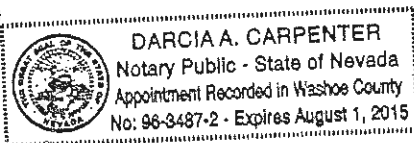
PRINTED NAME OF BIDDER: Craig D. Holt
TITLE: Vice-President
FIRM: Sierra Nevada Construction, Inc.
Address: P.O. Box 50760
City, State, Zip: Sparks, Nevada 89435
Telephone: 775-355-0420
Fax: 775-355-0535
E-mail Address: bids@snc.biz

C. D. Holt
(Signature of Bidder)

DATED: August 29, 2014

Signed and sworn (or affirmed) before me on this 29th day of August, 2014, by Craig D. Holt

Darcia A. Carpenter
(Signature of Notary)



(Notary Stamp)

END OF BID PROPOSAL

BID PROPOSAL
CARSON CITY BIDDER - DBE/MBE/WBE INFORMATION

CONTRACT NO. 1415-028 CONTRACTOR Sierra Nevada Construction, Inc.
 PROJECT NO. (S): CC-2014-308 ADDRESS P.O. Box 50760
Sparks, Nevada 89435

BID AMOUNT \$ 292,007.00

This information must be submitted at the time of bid.

Name of DBE/MBE/WBE	Contract Item no.	Dollar Amount of Contract	% of Contract	Certification	Description of work or services to be contracted or supplies to be supplied
KPB Transportation, LLC	BR.4 P BR.5 - BR.11 (Partial)	\$ 2850.00	1%	NN01260UCPN	OFF Haul Demo, Import aggregate base

C. J. Haus 8/29/14
 CONTRACTOR'S SIGNATURE DATE

ATTACHMENT C

REQUIRED FEDERAL CLAUSES (Construction Contracts Exceeding \$100,000)

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NOTE: The Buy America and Lobbying certifications must be signed by an Authorized Official of the Proposer and returned with the proposal.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(j), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this

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contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by referenced in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of

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the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: 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 apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

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ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION PROVISIONS

a. Termination for Convenience (General Provision) City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products *(to be submitted with each bid or offer exceeding \$100,000)*.

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

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

Date August 29, 2014

Signature C. D. Hunt

Company Name Sierra Nevada Construction, Inc.

Title Vice-President

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

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

Date _____

Signature _____

Company Name _____

Title _____

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

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

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

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

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

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Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*to be submitted with each bid or offer exceeding \$100,000*).

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

(1) No Federal appropriated 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 an 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 contract, the making of any Federal grant, the making 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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The Contractor, Sierra Nevada Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Craig D. Holt Signature of Contractor's Authorized Official
Craig D. Holt, Vice-President Name/Title of Contractor's Authorized Official
August 29, 2014 Date

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

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

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

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shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional

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classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show

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that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of

ATTACHMENT C

probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

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the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

BONDING

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to City and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by City to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of City, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by City) shall prove inadequate to fully recompense City for the damages occasioned by default, then the undersigned bidder agrees to indemnify City and pay over to City the difference between the bid security and City's total damages, so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.

ATTACHMENT C

2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the City may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City's interest.

(a) The following situations may warrant a performance bond:

1. City property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the City, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City determines that a lesser amount would be adequate for the protection of the City.

2. The City may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The City may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City's interest.

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(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City shall determine the amount of the advance payment bond necessary to protect the City.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City shall determine the amount of the patent indemnity to protect the City.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to City, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by City, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to City. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to City written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ATTACHMENT C

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.34%. A separate contract goal has not been established for this project.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

ADA ACCESS

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.carson.org/index.aspx?page=998>
NOTICE TO CONTRACTORS
BID #1415-028
5th Street Pedestrian Improvements
PWP # CC-2014-308

August 26, 2014

Addendum No. 2

Below are responses to questions received by 8/25/2014:

1. *Is the curb and gutter and sidewalk shown with solid lines on the Perpendicular Curb Ramp Apex standard detail C-5.3.3 paid as ramp or as curb and gutter and sidewalk (please see the attachment)?*

See the "Perpendicular Curb Ramp Apex" on the following page for reference on how payment for Curb and Gutter, Sidewalk, and Curb Ramp are to be broken up.

2. *Sheet C4 of the plans shows an existing brick landscape island to be removed. What is it to be replaced with?*

The existing brick landscaping island in front of 1269 E. Fifth St. on sheet C4 is to be removed and the planter is to match the existing planter to the east with crushed rock.

3. *Sheet C5 of the plans shows existing sidewalk to be removed. What is it to be replaced with?*

The existing concrete on sheet C5 in front of 1405 and 1415 E. Fifth St is to be removed and filled with dirt to match the existing planter. The existing utility box is to be protected in place.

4. *Bid Item BP.11 is described as Construct Permanent AC Pavement Patch (4" AC on 6" Agg. Base) while the pavement patch detail (C-5.1.6) shows 5" minimum AC depth or match existing section whichever is greater. Is the intent to construct 4 on 6 regardless of the existing section?*

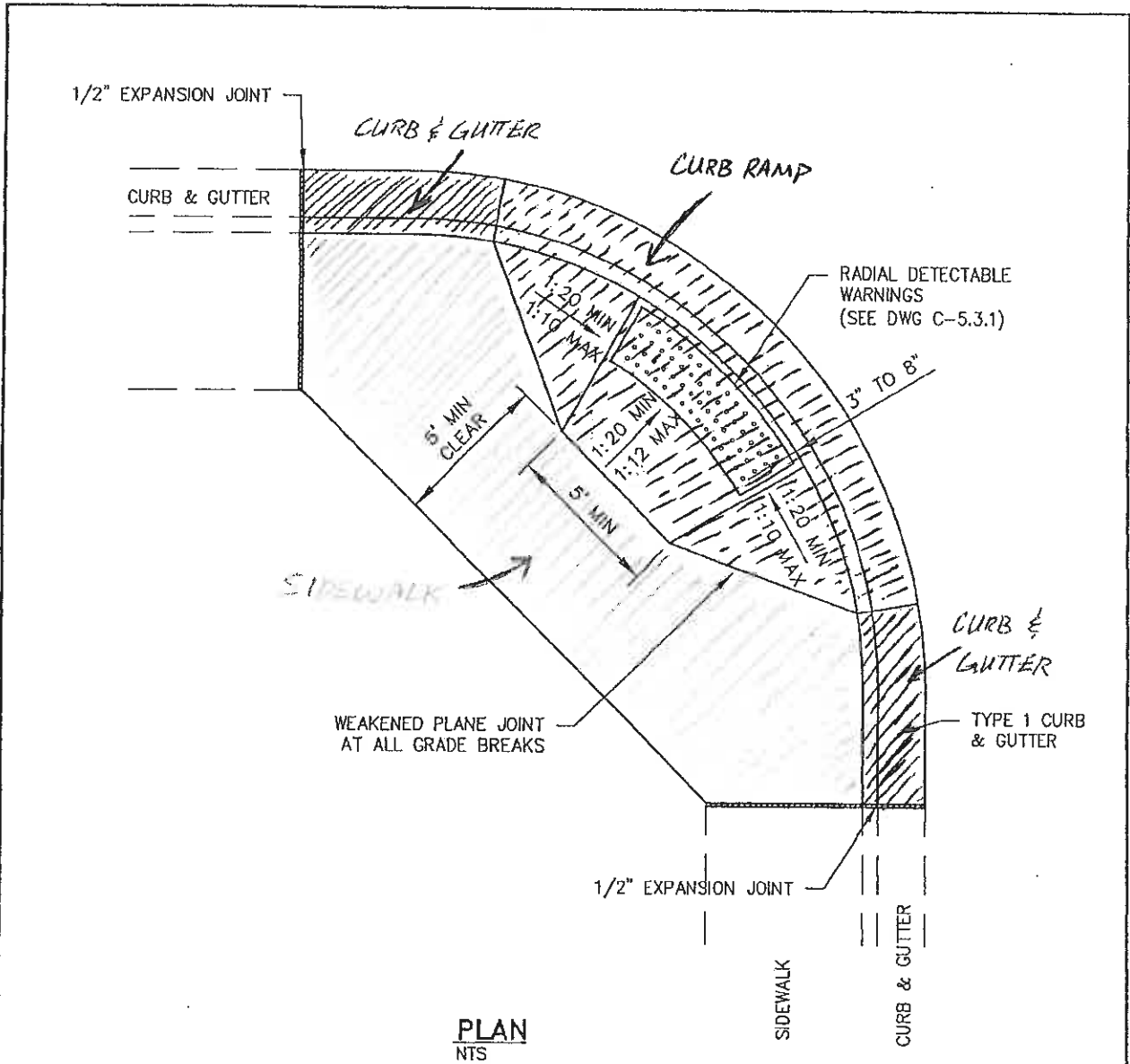
Please follow the pavement patch detail shown on sheet C7 of the plans which calls for 5" AC on 6" agg. base rather than the bid item description.

Bid Item BP.11 shall be replaced with "Construction Permanent AC Pavement Patch (5" AC on 6" Agg. Base)

SC 6.1.12 "Construct Permanent AC Pavement Patch (4" AC on 6" Ag. Base)" shall be replaced with "Construct Permanent AC Pavement Patch (**5" on 6"** Ag. Base)"

5. *If existing utility boxes / vaults / cans are damaged prior to start of work, will replacements be provided by the utility at no cost to the contractor?*

Yes, any boxes that need to be replaced rather than re-used due to damage prior to construction will be provided by the utility.



NOTES:

1. SEE "CURB RAMP GENERAL NOTES" DWG C-5.3.1 FOR FURTHER REQUIREMENTS.

NO.	REVISION	DATE	STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION	SECTION
			PERPENDICULAR CURB RAMP APEX	CARSON CITY
				DRAWING NO. C-5.3.3
				DATE 7/2009
APPROVED BY: <i>[Signature]</i>		7/09		

CARSON CITY PURCHASING AND CONTRACTS

201 North Carson Street, Suite 3

Carson City, NV 89701

775-283-7137/FAX 887-2107

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

NOTICE TO CONTRACTORS

BID #1415-028

5th Street Pedestrian Improvements

PWP # CC-2014-308

August 21, 2014

Addendum No. 1

Please make the following additions/changes/clarifications to the above referenced project:

1. The following property owners shall be named as Certificate Holders and shall be named as additionally insured as it pertains to the Work on their respective properties included in the Project, only, and such notation shall appear on the Certificate of Insurance furnished by the successful Bidder's surety company. Contractor shall furnish copies of said certificates to Carson City. Should ownership be changed prior to completion of the project, Contractor shall provide revised certificates reflecting the ownership changes. Contractor shall furnish copies of said revised certificated to Carson City.

<u>APN #</u>	<u>Owner</u>	<u>Address</u>	<u>City, State</u>	<u>Zip Code</u>
404226	MONEY PIT PARTNERSHIP	961 E 5TH ST	CARSON CITY, NV	89701
404227	ASI CARSON CITY, INC	1009 E 5TH ST	CARSON CITY, NV	89701
403101	BRITTON, CLARE L 1998 NV TRUST	1307 E 5TH ST	CARSON CITY, NV	89701
403204	MARSH, JACQUELINE M	580 RUTH ST	CARSON CITY, NV	89701
434101	WILSON, STEVEN A LTD	511 LINDA KAY CT	CARSON CITY, NV	89701
403114	BLANCHARD FAMILY TRUST, 2001	561 RUTH ST	CARSON CITY, NV	89701
402105	SANOTSKY, GEORGE	901 E 5TH ST	CARSON CITY, NV	89701
403203	WANTA, R & R TRUST & MEYER, C	560 RUTH ST	CARSON CITY, NV	89701
404222	SS INVESTMENTS LTD	1111 E 5TH ST	CARSON CITY, NV	89701
403202	STEFUN, WILLIAM T TR 10/10/91	1281 E 5TH ST	CARSON CITY, NV	89701
402102	SENATOR APARTMENTS LLC	505 S ROOP ST	CARSON CITY, NV	89701
404101	BACLET, ROSALIE	510 COUNTRY VILLAGE DR	CARSON CITY, NV	89701
403403	LOTT, STEPHEN P & KAREN F	561 ELAINE ST	CARSON CITY, NV	89701

End of Addendum 1

C. J. D. Hest