



NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

Day: Wednesday
Date: December 9, 2020
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, **Bob Boldrick Theater**, 851 East William Street, Carson City, Nevada

AGENDA

NOTICE TO PUBLIC: The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the Governor's Declaration of Emergency Directive 006, which has suspended the provisions of NRS 241.020 requiring the designation of a physical location for meetings of public bodies where members of the public are permitted to attend and participate, public meetings of Carson City will NOT have a physical location open to the public until such time this Directive is removed.

Members of the public who wish only to view the meeting but do NOT plan to make public comment may watch the livestream of the RTC meeting at:

<https://www.carson.org/transparency/meeting-agendas-minutes-and-recordings>

The public may provide public comment in advance of a meeting by written submission to the following email address: lmaloney@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

Members of the public who wish to provide live public comment may do so during the designated public comment periods, indicated on the agenda, via telephonic appearance by dialing the numbers listed below. Please do NOT join by phone if you do not wish to make public comment. To join by telephone, you must dial the following number: +1-408-418-9388 (Meeting ID: 146 792 8960).

To videoconference, you must have access to an Internet connection and a computer equipped with a camera and microphone with which you can join a meeting at the following link:

<https://carsoncity.webex.com/carsoncity/onstage/g.php?MTID=e0ed1d5e60c861c64384c73c874497359>

AGENDA NOTES: The Carson City Regional Transportation Commission (RTC) is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting via video conference or telephonic appearance, or who wish to make written submissions to RTC. If special arrangements are necessary, please notify RTC staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or LMaloney@carson.org, or call Lucia Maloney at (775) 887-2355 at least 24 hours in advance of the meeting.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under the RTC at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. AGENDA MANAGEMENT NOTICE: The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

3. DISCLOSURES: Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures must also be made at such time the specific agenda item is introduced.

4. PUBLIC COMMENT:** The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

5. APPROVAL OF MINUTES:

5-A For Possible Action – Discussion and possible approval of the November 18, 2020 draft minutes.

6. PUBLIC MEETING ITEM(S):

6-A For Possible Action – For Possible Action – Discussion and possible action regarding a determination that A&K Earthmovers Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 20300194, District 2 - Northridge Drive Reconstruction Project, to A&K Earthmovers Inc. for a total not to exceed amount of \$843,700 to be funded with Surface Transportation Block Grant (STBG) funds with the required match from the Regional Transportation Fund.

Staff Summary: The contract is for all labor, material, tools and equipment necessary for full depth pavement reconstruction, ADA curb ramp improvements, sidewalk and sub-grade drainage from Eastridge Drive to Jarbidge Court for the Northridge Drive Reconstruction Project. The construction contract is for the base bid of \$767,000, plus a 10% contingency amount of \$76,700. The engineers estimate was \$905,000.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS - Non-Action Items:

7-A Transportation Manager's Report

7-B Street Operations Activity Report

8. BOARD COMMENTS: For Information Only – Status reports and comments from the members of the RTC Board.

9. The Next Meeting is Tentatively Scheduled – 4:30 p.m., Wednesday, January 13, 2021, at the **Sierra Room** - Community Center, 851 East William Street, immediately after the meeting of the Carson Area Metropolitan Planning Organization.

10. PUBLIC COMMENT:** The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

11. ADJOURNMENT: For Possible Action

****PUBLIC COMMENT LIMITATIONS - Although the RTC often provides an opportunity for additional public comment during each specific item designated for possible action on the agenda, public comment will be temporarily limited to the beginning of the agenda before any action is taken and again at the end before adjournment. This policy will remain effective during the period of time the State of Nevada is under a State of Emergency as declared by the Governor due to the COVID-19 pandemic, and is intended to achieve the efficient conduct of meetings while facilitating public participation via videoconference and telephonic means.**

NOTICE TO PUBLIC: In accordance with the Governor's Emergency Declaration Directive 006 suspending state law provisions requiring the posting of public meeting agendas at physical locations, this agenda was posted electronically at the following Internet websites:

This notice has been posted at the following locations:

www.carson.org/agendas
<http://notice.nv.gov>

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A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting on Wednesday, November 18, 2020, in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
 Vice Chairperson Mark Kimbrough
 Commissioner Lori Bagwell
 Commissioner Chas Macquarie (via WebEx)
 Commissioner Greg Stedfield

STAFF: Lucia Maloney, Transportation Manager
 Todd Reese, Deputy District Attorney (via WebEx)
 Dirk Goering, Senior Transportation Planner (via WebEx)
 Chris Martinovich, Transportation/Traffic Engineer (via WebEx)
 Kelly Norman, Transportation Planner/Analyst (via WebEx)
 Tamar Warren, Senior Public Meetings Clerk

NOTE: A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours. All approved meeting minutes are available on carson.org/minutes.

1. CALL TO ORDER AND DETERMINATION OF A QUORUM

(5:02:19) – Chairperson Bonkowski called the meeting to order at 5:02 p.m. Roll was called, and a quorum was present.

2. AGENDA MANAGEMENT NOTICE

(5:02:52) – Ms. Maloney and the Commissioners indicated that they had no modifications to the agenda.

3. DISCLOSURES

(5:03:00) – Chairperson Bonkowski entertained Commissioner disclosures; however, none were forthcoming.

4. PUBLIC COMMENT

(5:03:07) – Chairperson Bonkowski introduced the item and read into the record the *Notice to the Public*, incorporated into the agenda, outlining the temporary public comment guidelines established during the Governor's COVID-19 Emergency Directive, incorporated into the agenda, and entertained public comments; however, none were forthcoming.

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5. APPROVAL OF MINUTES

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE APPROVAL OF THE SEPTEMBER 9, 2020 DRAFT MINUTES.

(5:04:06) – Chairperson Bonkowski introduced the items.

(5:04:16) – Vice Chair Kimbrough moved to approve the minutes of the September 9, 2020 meeting as presented. The motion was seconded by Commissioner Stedfield and carried 5-0-0.

6. PUBLIC MEETING ITEMS

6-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION BY THE PUBLIC WORKS DEPARTMENT SEEKING \$150,000 FOR SIDEWALK AND AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS AT INTERSECTIONS ALONG DESATOYA DRIVE, BETWEEN AIRPORT ROAD AND FAIRVIEW DRIVE.

(5:04:45) – Chairperson Bonkowski introduced the item. Mr. Martinovich presented the grant information, incorporated into the record, and responded to Commissioner questions. Chairperson Bonkowski entertained a motion.

(5:08:32) – Commissioner Bagwell moved to approve the submission of the grant application as presented. The motion was seconded by Vice Chair Kimbrough and carried 5-0-0.

6-B FOR INFORMATION ONLY – UPDATE REGARDING WESTERN NEVADA SAFE ROUTES TO SCHOOL (WNSRTS) OUTREACH ACTIVITIES AND SAFETY CAMPAIGN.

(5:09:09) – Chairperson Bonkowski introduced the item. Ms. Norman reviewed a PowerPoint presentation, incorporated into the record, highlighting the activities that encouraged students to walk and bike to school safely. She also responded to questions from the Commissioners. Vice Chair Kimbrough praised Ms. Norman’s efforts and recommended receiving this report “at least quarterly.” Commissioner Bagwell highlighted the joint effort between the Public Works (RTC) and the Parks and Recreation Department (Parks and Recreation Commission) in accomplishing the successful Halloween “Boonanza” event and recommended coming up with “some best practices...to improve upon the great work of Boonanza.” She called it a great and well-received event. Chairperson Bonkowski thanked Ms. Norman and noted that this item was not agendized for action.

6-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE PURCHASE OF A JUMP AROUND CARSON (JAC) VAN REPLACEMENT VEHICLE, UTILIZING THE STATE OF NEVADA’S COMPETITIVE BID LIST AND COOPERATIVE PURCHASING AGREEMENTS THROUGH R.O. BUS SALES FOR A TOTAL NOT TO EXCEED AMOUNT OF \$94,045.75.

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(5:22:40) – Chairperson Bonkowski introduced the item. Ms. Maloney provided background and noted that the requested minivan will be used for on-demand paratransit services (JAC Assist) to replace one that has exceeded its Federal Transit Administration (FTA) Useful Life. She also noted that the purchase will be funded by the Coronavirus Aid, Relief, and Economic Security (CARES) Act federal transit funds. Chairperson Bonkowski entertained Commissioner questions or comments and when none were forthcoming, a motion.

(5:25:29) – Vice Chair Kimbrough moved to approve the purchase of a JAC van replacement vehicle as presented. Commissioner Bagwell seconded the motion which carried 5-0-0.

6-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE PUBLIC WORKS TO PURCHASE FIVE ADA-COMPLIANT MID-SIZE, LOW FLOOR ROLLING STOCK (BUSES) FROM CREATIVE BUS SALES, INC. IN THE AMOUNT OF \$137,580 EACH, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$687,900.

(5:25:50) – Chairperson Bonkowski introduced the item. Ms. Maloney gave background and presented the Staff Report, incorporated into the record. She also highlighted the change order in the record and the requested modifications for the buses. She noted that two of the buses will be funded from the approved Vehicle Purchase account (in the FY 2021 Capital Improvement Plan) and three buses will be funded from the CARES Act federal transit funds. Ms. Maloney also responded to clarifying questions. Chairperson Bonkowski entertained a motion.

(5:29:30) – Commissioner Bagwell moved to authorize Public Works to purchase five buses as presented. The motion was seconded by Commissioner Stedfield and carried 5-0-0.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS - NON-ACTION ITEMS:

7-A TRANSPORTATION MANAGER’S REPORT

(5:29:50) – Ms. Maloney reported on the shared use path on U.S. Highway 50 East and noted that the Nevada Department of Transportation “(NDOT) had initiated design of a project to rehabilitate the whole stretch of that multiuse path from Lompa [Lane] to Airport [Road].” She indicated that the path will be concrete with adjacent curb and gutter (which will also replace the section of concern near O’Reilly Auto Parts). Ms. Maloney updated the Commission on the one change made to this year’s snowplow route to accommodate one school route near Bigelow Drive. She also reminded the public and the Commission to provide comments to the Carson Area Metropolitan Planning Organization’s (CAMPO’s) Regional Transportation Plan.

7-B STREET OPERATIONS ACTIVITY REPORT

(1) AUGUST OPERATIONS ACTIVITY REPORT

(2) SEPTEMBER OPERATIONS ACTIVITY REPORT

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(5:32:24) – Ms. Maloney reviewed the August and September Street Operations Activity Reports, incorporated into the record.

7-C PROJECT STATUS REPORT

(5:33:34) – Mr. Martinovich presented the Project Status Report which is incorporated into the record and responded to clarifying questions. Mr. Goring noted that the public comment period for the Colorado Street Pavement Project had officially ended; however, Staff were still in touch with residents to discuss the project. Vice Chair Kimbrough praised Staff for taking on a large number of projects for “the amount of Staff that are in this little City.”

8. BOARD COMMENTS: FOR INFORMATION ONLY – STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE RTC BOARD.

(5:42:44) – Chairperson Bonkowski entertained comments from the Commissioners. Vice Chair Kimbrough was pleased with the new bicycle path on Highway 50 and cautioned cyclists that some vehicles do not follow “the three-foot rule.” Commissioner Macquarie wished to see Community Development Block Grant (CDBG) funds allocated to a Safe Routes to School Program.

9. THE NEXT MEETING IS TENTATIVELY SCHEDULED – 4:30 P.M., WEDNESDAY, DECEMBER 9, 2020, AT THE BOB BOLDRICK THEATER - COMMUNITY CENTER, 851 EAST WILLIAM STREET, IMMEDIATELY AFTER THE MEETING OF THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION.

(5:44:52) – Chairperson Bonkowski read the agenda item into the record and clarified that the RTC meeting will immediately follow the Carson Area Metropolitan Planning Organization meeting which starts at 4:30 p.m. in the Bob Boldrick Theater. He also noted that this would be his last RTC meeting after six years.

10. PUBLIC COMMENT

(5:45:33) – Chairperson Bonkowski entertained public comments; however, none were forthcoming.

11. ADJOURNMENT: FOR POSSIBLE ACTION

(5:45:45) – Chairperson Bonkowski adjourned the meeting at 5:45 p.m.

The Minutes of the November 18, 2020 Carson City Regional Transportation Commission meeting are so approved this 9th day of December, 2020.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: December 9, 2020

Staff Contact: Chris Martinovich, Transportation Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding a determination that A&K Earthmovers Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 20300194, District 2 - Northridge Drive Reconstruction Project, to A&K Earthmovers Inc. for a total not to exceed amount of \$843,700 to be funded with Surface Transportation Block Grant (STBG) funds with the required match from the Regional Transportation Fund.

Staff Summary: The contract is for all labor, material, tools and equipment necessary for full depth pavement reconstruction, ADA curb ramp improvements, sidewalk and sub-grade drainage from Eastridge Drive to Jarbidge Court for the Northridge Drive Reconstruction Project. The construction contract is for the base bid of \$767,000, plus a 10% contingency amount of \$76,700. The engineers estimate was \$905,000.

Agenda Action: Formal Action/Motion

Time Requested: 10 Minutes

Proposed Motion

I move to award Contract No. 20300194 as presented.

Background/Issues & Analysis

The purpose of the project is to reconstruct a portion of Northridge Drive between Eastridge Drive and Jarbidge Court. The scope of work for the project includes full depth pavement reconstruction, ADA curb ramp improvements, sidewalk, sub-grade drainage, groundwater mitigation, and utility cover adjustments. The pavement condition through this portion of Northridge Drive has deteriorated, necessitating reconstruction. There are ADA deficient curb ramps along the road.

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on October 13, 2020. Four bids were opened at approximately 11:35 am on November 17, 2020, via online Cisco Webex bid opening. Present during the bid opening were: Darcy Carpenter, Sierra Nevada Construction, Inc.; Leslie Skinner, Spanish Springs Construction; Andy Pustejovsky, Granite; Sharon Groesbeck and Tezia Lambson, A & K Earthmovers Inc.; Chris Martinovich and Kate Allen, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contracts Administrator.

Bids were received from the following bidders. Please refer to Exhibit-1: Bid Tabulation for specifics.

	<u>Total Bid</u>
A&K Earthmovers	\$767,000
Sierra Nevada Construction, Inc.	\$770,007
Spanish Springs Construction, Inc.	\$892,444
Granite Construction	\$904,904

Staff recommends award to A&K Earthmovers Inc., as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number:

Project #P303519014

-Regional Transportation fund, (Federal-STBG) Capital Projects-Fed Grant Revenue/ 2503082-431010

-Regional Transportation fund, Capital Projects-Construction Account / 2503035-507010

Is it currently budgeted? Yes No

Financial Explanation:

If approved, the Regional Transportation fund, Capital Projects – Construction account / 2503035-507010 will be reduced by \$843,700. The City budgeted STBG revenue for this project in Fiscal Year 2020 of \$989,660, which requires a budgeted 5% local match of \$52,088.00. The total available budget for project expenses was budgeted at \$1,041,748.00. Available budget amounts will be rolled forward to the Fiscal Year 2021 budget when the City does its first round of budget augmentations in January/February 2021.

Alternatives

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

Supporting Material

-Exhibit-1: Bid Tabulation

-Exhibit-2: Draft Contract No. 20300194 Northridge Drive Reconstruction Project

Board Action Taken:

Motion: _____

1) _____	Aye/Nay
2) _____	_____

(Vote Recorded By)

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

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

Notice to Contractors Bid# 20300194 District 2-Northridge Dr. Pavement Reconstruction Project

Date and Time of Opening: 11/17/2020 @ 11:30am

Description			Bidder # 1		Bidder # 2		Bidder #3		
			A & K Earthmovers Inc.		Sierra Nevada Construction, Inc.		Spanish Springs Construction, Inc.		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums			Y		Y		Y		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mob/Demobilization	1	LS	\$93,006.05	\$93,006.05	\$10,000.00	\$10,000.00	\$44,866.00	\$44,866.00
2	Traffic Control	1	LS	\$46,000.00	\$46,000.00	\$61,759.50	\$61,759.50	\$86,400.00	\$86,400.00
3	SWPPP	1	LS	\$9,200.00	\$9,200.00	\$5,000.00	\$5,000.00	\$6,750.00	\$6,750.00
4	Pulverize Existing AC Pavement and Base Material (10" Depth)	42725	SF	\$0.75	\$32,043.75	\$1.00	\$42,725.00	\$1.00	\$42,725.00
5	Pulverize Existing AC Pavement and Base Material (13" Depth)	43,650	SF	\$0.85	\$37,102.50	\$1.10	\$48,015.00	\$1.10	\$48,015.00
6	Demolish & Remove Existing PCC Sidewalk, Curb Ramps	4,630	SF	\$2.00	\$9,260.00	\$6.00	\$27,780.00	\$3.45	\$15,973.50
7	Demolish & Remove Existing Curb & Gutter	480	LF	\$19.00	\$9,120.00	\$25.00	\$12,000.00	\$15.50	\$7,440.00
8	Remove Existing PCC Median Islands	1320	SF	\$6.00	\$7,920.00	\$3.00	\$3,960.00	\$3.00	\$3,960.00
9	Roadbed Modification (6" Depth at 4% Cement)	42725	SF	\$1.00	\$42,725.00	\$1.00	\$42,725.00	\$0.96	\$41,016.00
10	Roadbed Modification (8" Depth at 6% Cement)	43650	SF	\$1.10	\$48,015.00	\$1.20	\$52,380.00	\$1.22	\$53,253.00
11	Additional (+2% max) Cement Content (5% of total area)	4317	SF	\$0.70	\$3,021.90	\$0.25	\$1,079.25	\$0.50	\$2,158.50
12	Construct Type 1 PCC Curb and Gutter on 6" Agg. Base	140	LF	\$31.50	\$4,410.00	\$58.00	\$8,120.00	\$62.25	\$8,715.00
13	Construct Type 2 PCC Curb and Gutter on 6" Agg. Base	90	LF	\$36.00	\$3,240.00	\$35.00	\$3,150.00	\$56.30	\$5,067.00
14	Construct Type A PCC Glue Down Median Curb	555	LF	\$15.00	\$8,325.00	\$31.00	\$17,205.00	\$24.00	\$13,320.00
15	Construct Type A 4" PCC Sidewalk on 4" Agg. Base	2460	SF	\$7.80	\$19,188.00	\$12.00	\$29,520.00	\$9.80	\$24,108.00
16	Construct PCC Pedestrian Ramp with Detectable Warning on 4" Agg. Base	2700	SF	\$10.50	\$28,350.00	\$27.00	\$72,900.00	\$24.50	\$66,150.00
17	Construct 4" PCC Island Paving	1950	SF	\$11.00	\$21,450.00	\$5.50	\$10,725.00	\$11.00	\$21,450.00
18	Construct 4" Plantmix Bituminous Pavement, Type 2 PG64-28NV	42725	SF	\$2.60	\$111,085.00	\$2.55	\$108,948.75	\$3.20	\$136,720.00
19	Construct 5" Plantmix Bituminous Pavement, Type 2 PG64-28NV	43650	SF	\$3.20	\$139,680.00	\$3.15	\$137,497.50	\$4.00	\$174,600.00
20	Adjust Sewer/Storm Drain Manhole Frame and Cover to Finish Grade	15	EA	\$1,650.00	\$24,750.00	\$1,200.00	\$18,000.00	\$1,630.00	\$24,450.00
21	Adjust Water Valve Can to Finish Grade	19	EA	\$1,200.00	\$22,800.00	\$800.00	\$15,200.00	\$1,100.00	\$20,900.00
22	Perpetuate Survey Monument	6	EA	\$1,850.00	\$11,100.00	\$1,000.00	\$6,000.00	\$1,305.00	\$7,830.00
23	Adjust Pull Box to Finished Grade	1	EA	\$1,350.00	\$1,350.00	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00
24	Construct Pedestrian Handrailing	18	LF	\$170.00	\$3,060.00	\$300.00	\$5,400.00	\$130.00	\$2,340.00
25	Sprinkler Irrigation Adjustments	1	LS	\$4,150.00	\$4,150.00	\$5,000.00	\$5,000.00	\$650.00	\$650.00
26	Landscaping Modifications	1	LS	\$2,600.00	\$2,600.00	\$4,000.00	\$4,000.00	\$9,250.00	\$9,250.00
27	Paint double 4" Yellow Solid Stripe	1410	LF	\$0.35	\$493.50	\$0.55	\$775.50	\$0.35	\$493.50
28	Paint 4" Yellow Solid Stripe	960	LF	\$0.48	\$460.80	\$0.30	\$288.00	\$0.45	\$432.00
29	Paint 12" White Solid Stripe	160	LF	\$0.45	\$72.00	\$1.75	\$280.00	\$0.65	\$104.00
30	Paint 12" White Dotted Stripe	250	LF	\$0.35	\$87.50	\$1.75	\$437.50	\$0.35	\$87.50
31	Paint 6" White Solid Stripe	2840	LF	\$0.35	\$994.00	\$0.40	\$1,136.00	\$0.35	\$994.00
32	Paint White 24" Stop Bar	80	LF	\$5.50	\$440.00	\$3.00	\$240.00	\$5.40	\$432.00
33	Paint Island Noses and Mountable Roundabout Curb	540	LF	\$3.00	\$1,620.00	\$1.50	\$810.00	\$2.70	\$1,458.00
34	Paint White 24" Crosswalk	1280	LF	\$5.50	\$7,040.00	\$2.75	\$3,520.00	\$5.40	\$6,912.00
35	Paint White Yield Bar	80	EA	\$7.50	\$600.00	\$22.00	\$1,760.00	\$7.55	\$604.00
36	Paint White Bike Lane Legend w/ Arrow	8	EA	\$220.00	\$1,760.00	\$195.00	\$1,560.00	\$215.00	\$1,720.00
37	Install New Sign, Post and Anchor	5	EA	\$800.00	\$4,000.00	\$550.00	\$2,750.00	\$810.00	\$4,050.00
38	Install New Guide Post	26	EA	\$180.00	\$4,680.00	\$110.00	\$2,860.00	\$155.00	\$4,030.00
39	Remove and Replace Sign, Post and Anchor	6	EA	\$300.00	\$1,800.00	\$550.00	\$3,300.00	\$270.00	\$1,620.00
Total Bid Price (Schedule A)				\$767,000.00		\$770,007.00		\$892,444.00	
Total Bid Price written in words? y/n				Y	Y	Y	Y	Y	
Bidder Information provided? y/n				Y	Y	Y	Y	Y	
Sub Contractors listed? y/n or none				Y	Y	Y	Y	Y	
Bid Document executed? y/n				Y	Y	Y	Y	Y	
Req. Forms? y/n									
The City will be recommending award to A & K Earthmovers Inc. at the December 9, 2020, Carson City Regional Transportation Commission meeting									

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

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

Notice to Contractors Bid# 20300194 District 2-Northridge Dr. Pavement Reconstruction Project

Date and Time of Opening: 11/17/2020 @ 11:30am

Description			Bidder # 4					
			Granite Construction Company					
BIDDING Provided, \$, %, or no								
BIDDER acknowledges receipt addendums								
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Mob/Demobilization	1	LS	\$68,141.75	\$68,141.75			
2	Traffic Control	1	LS	\$42,825.00	\$42,825.00			
3	SWPPP	1	LS	\$8,000.00	\$8,000.00			
4	Pulverize Existing AC Pavement and Base Material (10" Depth)	42725	SF	\$0.90	\$38,452.50			
5	Pulverize Existing AC Pavement and Base Material (13" Depth)	43,650	SF	\$1.00	\$43,650.00			
6	Demolish & Remove Existing PCC Sidewalk, Curb Ramps	4,630	SF	\$5.00	\$23,150.00			
7	Demolish & Remove Existing Curb & Gutter	480	LF	\$10.00	\$4,800.00			
8	Remove Existing PCC Median Islands	1320	SF	\$5.00	\$6,600.00			
9	Roadbed Modification (6" Depth at 4% Cement)	42725	SF	\$1.05	\$44,861.25			
10	Roadbed Modification (8" Depth at 6% Cement)	43650	SF	\$1.35	\$58,927.50			
11	Additional (+2% max) Cement Content (5% of total area)	4317	SF	\$0.25	\$1,079.25			
12	Construct Type 1 PCC Curb and Gutter on 6" Agg. Base	140	LF	\$45.00	\$6,300.00			
13	Construct Type 2 PCC Curb and Gutter on 6" Agg. Base	90	LF	\$40.00	\$3,600.00			
14	Construct Type A PCC Glue Down Median Curb	555	LF	\$30.00	\$16,650.00			
15	Construct Type A 4" PCC Sidewalk on 4" Agg. Base	2460	SF	\$10.00	\$24,600.00			
16	Construct PCC Pedestrian Ramp with Detectable Warning on 4" Agg. Base	2700	SF	\$30.00	\$81,000.00			
17	Construct 4" PCC Island Paving	1950	SF	\$12.00	\$23,400.00			
18	Construct 4" Plantmix Bituminous Pavement, Type 2 PG64-28NV	42725	SF	\$3.15	\$134,583.75			
19	Construct 5" Plantmix Bituminous Pavement, Type 2 PG64-28NV	43650	SF	\$3.80	\$165,870.00			
20	Adjust Sewer/Storm Drain Manhole Frame and Cover to Finish Grade	15	EA	\$3,000.00	\$45,000.00			
21	Adjust Water Valve Can to Finish Grade	19	EA	\$1,250.00	\$23,750.00			
22	Perpetuate Survey Monument	6	EA	\$1,400.00	\$8,400.00			
23	Adjust Pull Box to Finished Grade	1	EA	\$700.00	\$700.00			
24	Construct Pedestrian Handrailing	18	LF	\$190.00	\$3,420.00			
25	Sprinkler Irrigation Adjustments	1	LS	\$4,000.00	\$4,000.00			
26	Landscaping Modifications	1	LS	\$6,000.00	\$6,000.00			
27	Paint double 4" Yellow Solid Stripe	1410	LF	\$0.40	\$564.00			
28	Paint 4" Yellow Solid Stripe	960	LF	\$0.25	\$240.00			
29	Paint 12" White Solid Stripe	160	LF	\$2.00	\$320.00			
30	Paint 12" White Dotted Stripe	250	LF	\$2.00	\$500.00			
31	Paint 6" White Solid Stripe	2840	LF	\$0.35	\$994.00			
32	Paint White 24" Stop Bar	80	LF	\$3.00	\$240.00			
33	Paint Island Noses and Mountable Roundabout Curb	540	LF	\$2.00	\$1,080.00			
34	Paint White 24" Crosswalk	1280	LF	\$3.00	\$3,840.00			
35	Paint White Yield Bar	80	EA	\$11.50	\$920.00			
36	Paint White Bike Lane Legend w/ Arrow	8	EA	\$35.00	\$280.00			
37	Install New Sign, Post and Anchor	5	EA	\$565.00	\$2,825.00			
38	Install New Guide Post	26	EA	\$90.00	\$2,340.00			
39	Remove and Replace Sign, Post and Anchor	6	EA	\$500.00	\$3,000.00			
Total Bid Price (Schedule A)					\$904,904.00			
Total Bid Price written in words? y/n					Y			
Bidder Information provided? y/n					Y			
Sub Contractors listed? y/n or none					Y			
Bid Document executed? y/n					Y			
Req. Forms? y/n					Y			

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300194

Title: District 2 – Northridge Drive Pavement Reconstruction Project

THIS CONTRACT made and entered into this 9th day of December 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and A&K Earthmovers Inc., hereinafter referred to as “**CONTRACTOR**”.

WITNESSETH:

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

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

WHEREAS, CONTRACTOR’S compensation under this agreement (does X) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in **Exhibit B**; and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300194**, titled **District 2 – Northridge Drive Pavement Reconstruction Project** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the “**WORK**.” This Contract incorporates the following attachments, and a **CONTRACTOR’S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for **Bid No. 20300194** including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete **WORK**. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/bids>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR’S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract.

For P&C Use Only
CCBL expires _____
NVCL expires _____
GL expires _____
AL expires _____
WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300194

Title: District 2 – Northridge Drive Pavement Reconstruction Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Kevin Atkins, Secretary
A&K Earthmovers Inc.
515 Windmill Drive
Fallon, NV 89406
775-825-1636
KAtkins@akearthmovers.com

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

Carson City Purchasing and Contracts Department
Carol Akers
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7124 / FAX 775-887-2286
CAkers@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300194

Title: District 2 – Northridge Drive Pavement Reconstruction Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Seven Hundred Sixty Seven Thousand Dollars and 00/100 (\$767,000.00).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit,

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed

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rate (or a pro rata basis if necessary) if so requested by **CITY**; and

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

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

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

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

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

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

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

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

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

8. **FAIR EMPLOYMENT PRACTICES:**

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

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

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

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

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

11. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

12. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which

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would otherwise exist as to any party or person described in this Section.

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

15.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300194

Title: District 2 – Northridge Drive Pavement Reconstruction Project

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of the City.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

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

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

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

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

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

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

15.22.4 CONTRACTOR will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, CONTRACTOR shall purchase Extended Reporting Period coverage for claims arising out of CONTRACTOR's negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that

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

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

16. **BUSINESS LICENSE:**

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. **WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY:**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding

24.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R.

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

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

Contract# 20300194
Project# P303519014
Account # 2503035-507010

By: _____

Dated _____

PROJECT CONTACT PERSON:

Chris Martinovich, Project Manager
Telephone: 775-887-2112

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

CONTRACTOR

BY: Kevin Atkins

TITLE: Treasurer

FIRM: A&K Earthmovers Inc.

CARSON CITY BUSINESS LICENSE #: BL-002511-2020

NEVADA CONTRACTORS LICENSE #: 0024548

Address: 515 Windmill Drive

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

Telephone: 775-825-1636

E-mail Address: KAtkins@akearthmovers.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of December 9, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300194** and titled **District 2 – Northridge Drive Pavement Reconstruction Project**. Further, the Regional Transportation Commission authorizes the Chairperson to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 9th day of December 2020

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 9th day of December 2020

PERFORMANCE BOND

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

Bond #: _____

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

_____ a corporation duly organized under the laws of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ _____ (state sum in Words) _____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 20300194** and titled **District 2 – Northridge Drive Pavement Reconstruction Project**, in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

PERFORMANCE BOND

Continued for **BID# 20300194** and titled **District 2- Northridge Drive Pavement Reconstruction Project**

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

Printed Name of Principal: _____

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

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

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____

_____ as Principal, hereinafter called

CONTRACTOR, and

_____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the \$ _____ Dollars (state sum in words) _____

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with CITY for **BID# 20300194 and titled District 2 – Northridge Drive Pavement Reconstruction Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned A & K Earth Movers, Inc., as "Principal," and Great American Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of Bid dollars (\$ 5% of Bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **203000194**, PWP # CC-2021-032, for the Project Title: **District 2, Northridge Drive Pavement reconstruction Project.**

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Oblige in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Oblige the full amount of the bid bond as a penalty irrespective of the Oblige's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

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

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

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

Signed, Sealed and dated: 11/10/2020

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

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



GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21257

POWER OF ATTORNEY

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

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

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

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



Steph L. C. B.
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 24TH day of JANUARY 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



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

Susan A. Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 10th day of November 2020



Steph L. C. B.
Assistant Secretary

BID PROPOSAL

BID# 203000194

BID TITLE: "District 2, Northridge Drive Pavement Reconstruction Project"

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

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

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

BIDDER acknowledges receipt of 1 Addendums.
2 Memos .

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
1	Mob/Demobilization	1	LS	93,006.05	93,006.05
2	Traffic Control	1	LS	46,000.00	46,000.00
3	SWPPP	1	LS	9,200.00	9,200.00
4	Pulverize Existing AC Pavement and Base Material (10" Depth)	42725	SF	0.75	32,043.75
5	Pulverize Existing AC Pavement and Base Material (13" Depth)	43650	SF	0.85	37,102.50
6	Demolish & Remove Existing PCC Sidewalk, Curb Ramps	4630	SF	2.00	9,260.00
7	Demolish & Remove Existing Curb & Gutter	480	LF	19.00	9,120.00
8	Remove Existing PCC Median Islands	1320	SF	6.00	7,920.00
9	Roadbed Modification (6" Depth at 4% Cement)	42725	SF	1.00	42,725.00
10	Roadbed Modification (8" Depth at 6% Cement)	43650	SF	1.10	48,015.00
11	Additional (+2% max) Cement Content (5% of total area)	4317	SF	0.70	3,021.90
12	Construct Type 1 PCC Curb and Gutter on 6" Agg. Base	140	LF	31.50	4,410.00
13	Construct Type 2 PCC Curb and Gutter on 6" Agg. Base	90	LF	36.00	3,240.00
14	Construct Type A PCC Glue Down Median Curb	555	LF	15.00	8,325.00
15	Construct Type A 4" PCC Sidewalk on 4" Agg. Base	2460	SF	7.80	19,188.00
16	Construct PCC Pedestrian Ramp with Detectable Warning on 4" Agg. Base	2700	SF	10.50	28,350.00

BID PROPOSAL

Exhibit A

17	Construct 4" PCC Island Paving	1950	SF	11.00	21,450.00
18	Construct 4" Plantmix Bituminous Pavement, Type 2 PG64-28NV	42725	SF	2.60	111,085.00
19	Construct 5" Plantmix Bituminous Pavement, Type 2 PG64-28NV	43650	SF	3.20	139,680.00
20	Adjust Sewer/Storm Drain Manhole Frame and Cover to Finish Grade	15	EA	1,650.00	24,750.00
21	Adjust Water Valve Can to Finish Grade	19	EA	1,200.00	22,800.00
22	Perpetuate Survey Monument	6	EA	1,850.00	11,100.00
23	Adjust Pull Box to Finished Grade	1	EA	1,350.00	1,350.00
24	Construct Pedestrian Handrailing	18	LF	170.00	3,060.00
25	Sprinkler Irrigation Adjustments	1	LS	4,150.00	4,150.00
26	Landscaping Modifications	1	LS	2,600.00	2,600.00
27	Paint double 4" Yellow Solid Stripe	1410	LF	0.35	493.50
28	Paint 4" Yellow Solid Stripe	960	LF	0.48	460.80
29	Paint 12" White Solid Stripe	160	LF	0.45	72.00
30	Paint 12" White Dotted Stripe	250	LF	0.35	87.50
31	Paint 6" White Solid Stripe	2840	LF	0.35	994.00
32	Paint White 24" Stop Bar	80	LF	5.50	440.00
33	Paint Island Noses and Mountable Roundabout Curb	540	LF	3.00	1,620.00
34	Paint White 24" Crosswalk	1280	LF	5.50	7,040.00
35	Paint White Yield Bar	80	EA	7.50	600.00
36	Paint White Bike Lane Legend w/ Arrow	8	EA	220.00	1,760.00
37	Install New Sign, Post and Anchor	5	EA	800.00	4,000.00
38	Install New Guide Post	26	EA	180.00	4,680.00
39	Remove and Replace Sign, Post and Anchor	6	EA	300.00	1,800.00
BP.2	Total Base Bid Price (Schedule A)			\$ 767,000.00	

BID PROPOSAL

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

SEVEN HUNDRED SIXTY SEVEN THOUSAND DOLLARS --ZERO CENTS

BP.4 BIDDER INFORMATION:

Company Name: A & K Earthmovers Inc.
Federal ID No & DUNS No.: 88-0097157 DUNS no: 041322256
Mailing Address: 515 Windmill Drive
City, State, Zip Code: Fallon, NV 89406
Complete Telephone Number: 775-825-1636
Complete Fax Number: 775-825-6171
Fax Number including area code: 775-825-6171
E-mail: Katkins@akearthmovers.com

Contact Person / Title: Kevin Atkins
Mailing Address: 515 Windmill Drive
City, State, Zip Code: Fallon NV 89406
Complete Telephone Number: 775-825-1636
Complete Fax Number: 775-825-6171
E-mail Address: katkins@akearthmovers.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number: 0024548
License Classification(s): Class A - General Engineering
Limitation(s) of License: Unlimited
Date Issued: April 08, 1987
Date of Expiration: 04/30/2022
Name of Licensee: A & K Earth movers INC
Carson City Business License Number: BL-002511-2020
Date Issued: 1/1/2020
Date of Expiration: 12/31/2020

BID PROPOSAL

Name of Licensee: A & K Earth Movers Inc.

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

** N/A

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

Corporation:

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

BID PROPOSAL

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Kevin Atkins	Six (6)

Title 1) Construction Manager

Name 2) Richard Silva	Forty + (40+)
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Title 2) Field Superintendent

Name 3) Tanner Hiatt	Fifteen (15)
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Title 3) Project Manager

Name 4) Jerry Giovanetti	Ten (10)
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Title 4) Senior Job Superintendent

Name 5) Larry Giovanetti	Twenty Nine (29)
--------------------------	------------------

Title 5) Paving Superintendent

Name 6) Anthony Murillo	One (1)
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Title 6)

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

BID PROPOSAL

BP.8 REFERENCES:

Please See attachedf Referances page BP-7A

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

REFERENCES	
Carson City DMV	Pulverize existing CDL course, repave and construct an AC parking lot, maintenance on existing pavements
Nevada State Public Works Division	515 Musser St, Ste 102, Carson City, NV 89701
Contract Amount: \$873,551.00	Year Completed: 2019
UNR Facilities Parking Lot	Design and reconfigure the current parking lots surrounding the renovated Facilities Services Building.
University of Nevada, Reno	1664 N. Virginia St, MS 182, Reno, NV 89557
Contract Amount: \$536,494.00	Year Completed: 2019
UNR Peccole Park Parking Lot	Excavation, grading and aggregate base; concrete curbs, gutters, sidewalks, handicap ramp, and valley gutters; underground utilities; asphalt/paving; striping and signage; lighting; and bus shelter
University of Nevada, Reno	1664 N. Virginia St, MS 182, Reno, NV 89557
Contract Amount: \$941,141.00	Year Completed: 2019
Pete Livermore Parking lot Reconstruction Project	
Carson City Public works	
Contract Amount: \$582,680.00	Year Completed: 2020

Contact Tezia Lambson (Tlambson@AKEarthmovers.com) if you should require more detailed information.

BID PROPOSAL

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

BID PROPOSAL

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

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



 Signature of Authorized Certifying Official

Kevin Atkins

 Printed Name

Secretary

 Title

11/16/2020

 Date

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

 Signature

 Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2018	1.13	6.81
2019	1.07	5.47

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

BP.11 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
COUNTY OF Churchill) SS

I Kevin Atkins (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "District 2, Northridge Drive Pavement Reconstruction Project", contract number 20300194, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Kevin Atkins

TITLE: Secretary

FIRM: A & K Earth Movers Inc.

Address: 515 Windmill Drive

City, State, Zip: Fallon NV 89406

Telephone: 775-825-1636

Fax: 775-825-6171

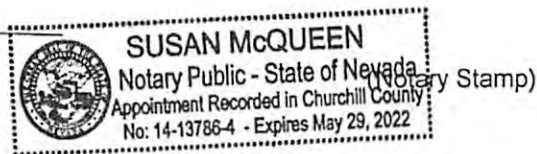
E-mail Address: katkins@akearthmovers.com

Kevin Atkins
(Signature of Bidder)

DATED: 11/16/2020

Signed and sworn (or affirmed) before me on this 16 day of November, 2020, by Kevin

Susan McQueen
(Signature of Notary)





DBE POSTING

A & K Earth Movers, Inc. requests subcontractor and supplier quotes from all qualified subcontractors and suppliers including DBE, on the following project:

PROJECT NAME: District 3, Northridge Drive Pavement Reconstruction

PROJECT #: PWP #CC-2021-032

BID DATE: 11/17/2020 11:00am

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

Striping & Signs

Survey & Staking

Trucking

Subcontractor bids and material quotes should be emailed to the attention of Kevin Atkins at KAtkins@AKEarthmovers.com and Tezia Lambson at tlambson@akearthmovers.com.

100% Payment and Performance Bonds may be required. DUNS registration IS required if proposal is over \$25,000.00. We will make available, where appropriate, any breakdown of contract work items into economically feasible units to facilitate DBE participation. We will also assist any qualified DBE firms in obtaining bonding, lines of credit, and technical assistance or other information, related to the plans, specifications and requirements for this project. State of Nevada, Nevada Contractors license and CITY/COUNTY license and insurance is **required** of subcontractors. This is a Prevailing Wage Project.

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

Nevada Contractors Board Licenses:

#0024548, A General Engineering and @0077821, B-2 Residential and Small Commercial



DISTRICT 3 – NORTHRIDGE DRIVE PAVEMENT RECONSTRUCTION

FOR CARSON CITY PUBLIC WORKS

REQUESTING DBE / SBE / WBE / DVBE SUBCONTRACTORS & MATERIAL SUPPLIERS

BIDS NOVEMBER 17, 2020 @ 11:00 AM

ITEMS OF WORK REQUESTED

TRUCKING, SURVEY, SWPPP, CONCRETE SAW CUTTING, TRAFFIC CONTROL, STRIPING & SIGNAGE

CONTACT INFORMATION:

TONY AUTINO

SPANISH SPRINGS CONSTRUCTION

775 233-0806 / TONY@SSC.EMAIL

2060 East Greg Street, Sparks, Nevada 89431

P: 775.425.4000

F: 775.425.4009

Project Workforce Checklist

Contract No.: PWP-CC-2 Project Name: District 2, Northridge Drive Pavement Reconstruction

Contractor/Subcontractor: A & K Earth Movers Inc. PWP# CC-2021-032

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
	Yes	No	N/A	Yes	No
Air Balance Technician	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Alarm Installer	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Cement Mason (See Laborers)	Yes <input checked="" type="checkbox"/>	No	N/A	Yes	No <input checked="" type="checkbox"/>
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Elevator Constructor	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Floor Coverer	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Hod Carrier (See Laborers), includes brick-mason tender and plaster tender.	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Iron Worker, can also include fence erectors (steel/iron)	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Laborer, can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway stripier, landscaper, plastic tender, and traffic barrier erector	Yes <input checked="" type="checkbox"/>	No	N/A	Yes	No <input checked="" type="checkbox"/>
Lubrication and Service Engineer	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Mechanical Insulator	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Millwright	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes <input checked="" type="checkbox"/>	No	N/A	Yes	No <input checked="" type="checkbox"/>
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Pile Driver (non-equipment)	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Plasterer	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>
Plumber/Pipefitter	Yes	No <input checked="" type="checkbox"/>	N/A	Yes	No <input checked="" type="checkbox"/>

	Yes	No ✓	N/A	Yes	No ✓
Refrigeration	Yes	No ✓	N/A	Yes	No ✓
Roofer (not sheet metal)	Yes	No ✓	N/A	Yes	No ✓
Sheet Metal Worker, can also include air balance technician.	Yes	No ✓	N/A	Yes	No ✓
Soils and Materials Tester, includes certified soil tester	Yes	No ✓	N/A	Yes	No ✓
Sprinkler Fitter	Yes	No ✓	N/A	Yes	No ✓
Surveyor (non-licensed)	Yes	No	N/A	Yes	No
Taper	Yes	No ✓	N/A	Yes	No ✓
Tile/Terrazzo Worker/Marble Mason	Yes	No ✓	N/A	Yes	No ✓
Traffic Barrier Erector (See Laborers)	Yes	No ✓	N/A	Yes	No ✓
Truck Driver	Yes	No ✓	N/A	Yes	No ✓
Well Driller (see also Operating Engineer)	Yes	No ✓	N/A	Yes	No ✓
Other*:	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No
	Yes	No	N/A	Yes	No

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: 
 Name and Title: Kevin Atkins -- Secretary
 Date: 11/16/2020
 Contractor Name: A & K Earth Movers Inc.



NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

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

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

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MAY 1, 2020** AND EXPIRES ON **APRIL 30, 2021**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

4-17-2020

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

DATE



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

A & K EARTH MOVERS, INC.

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

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

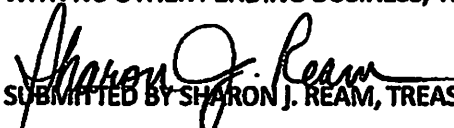
THE PURPOSE OF THE MEETING WAS AS OUTLINED BY PRESIDENT K. BART HIATT, TO MOTION AND VOTE ON THE DELETION OF SCOTT R. HIATT AS CORPORATE SECRETARY AND TO INSTALL KEVIN ATKINS AS CORPORATE SECRETARY. KEVIN ATKINS IS TO ALSO BE GIVEN CORPORATE BANK ACCOUNT SIGNATORY AUTHORITY TO BE USED IN THE ABSENCE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

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

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

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

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


SUBMITTED BY SHARON J. REAM, TREASURER

JUNE 24, 2015

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

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

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

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

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

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

Thanks

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

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

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

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

LK
I vote yes

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

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

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

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

I vote yes....mike

MAH

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

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

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

Thanks

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

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

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

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

I vote yes

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

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

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

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

I vote yes

SRA

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

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

I vote yes

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

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

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

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

Yes on Kevin

KBH

Sent from my iPhone

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

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

Thanks

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

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

<image001.jpg>

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

A & K EARTH MOVERS INC.
NAME OF CORPORATION

ENTITY NUMBER

C1449-1965

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



100102

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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

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

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

IMPORTANT: Read instructions before completing and returning this form.

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

ABOVE SPACE IS FOR OFFICE USE ONLY

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 78, this entity is exempt from the business license fee. Exemption code:

NRS 78.020 Exemption Codes

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

This corporation is a publicly traded corporation. The Central Index Key number is:

This publicly traded corporation is not required to have a Central Index Key number.

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

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

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

X SHARON REAM
Signature of Officer or
Other Authorized Signature

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

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

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

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

A & K EARTH MOVERS INC

Licensed since April 08, 1987

License No. **0024548**

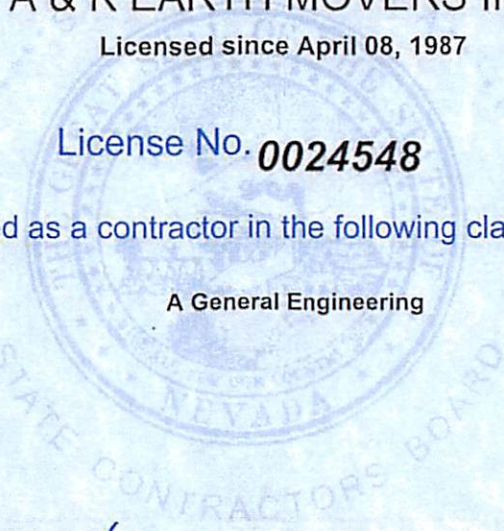
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

A General Engineering

LIMIT: Unlimited
EXPIRES: 04/30/2022

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



[Signature]

Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

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

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

LIC. NO.

0024548

EXPIRES:

04/30/2022

LIMIT:
Unlimited

Class: A

STATE OF NEVADA

STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

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

Firm Name _____

License No. _____

Date: _____ By: _____

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



NEVADA STATE BUSINESS LICENSE

A & K EARTH MOVERS INC.

Nevada Business Identification # NV19651001305

Expiration Date: 09/30/2020

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

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

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



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

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B20190830187911

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

Carson City Business License Division

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

BUSINESS LICENSE CERTIFICATE

Business Name: A & K EARTHMOVERS, INC
DBA: A & K EARTHMOVERS

Business Location: 515 WINDMILL DR
FALLON, NV 89406

Owner: A & K EARTHMOVERS

License Number: BL-002511-2020

Issued Date: 1/1/2020

Expiration Date: 12/31/2020

Mailing Address: P.O. BOX 1059
FALLON, NV 89407

License Type: Business License

Classification: Contractors

Fees Paid: \$72.45

Thank you for choosing to operate your business in Carson City.

Please provide any changes to the business information to the Business License Division. Licenses are not transferable.

If you have any questions concerning your business license, contact the Business License Division.

TO BE POSTED IN A CONSPICUOUS PLACE

FHWA Project

FHWA 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for

withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To

meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor 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 DOT-assisted contracts. 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 the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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.d. 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 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b.(1) 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:

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

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

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

(2) 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.

(3) 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 Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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

a. 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. 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 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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime

contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) 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:

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

(ii) 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;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a

person is employed in his or her first 90 days of 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 Office of Apprenticeship Training, Employer and Labor Services 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

b. Trainees (programs of the USDOL).

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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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.

- a. 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).
- b. 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).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 FHWA or the contacting agency 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 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 paragraph (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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and

engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more

places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to

render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant

learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ADDITIONAL CONTRACT
PROVISIONS DBE
Participation by DBE 49 CFR 26.5**

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.”

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. “Socially and economically disadvantaged individual” means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman

- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
- (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5
 - (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

**ADDITIONAL CONTRACT PROVISIONS
SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS**

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization please use the following identification codes:

- i. White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.
- ii. Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.
- iii. Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through a tribe or community.
- iv. Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.
- v. Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.
- vi. Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.
- vii. Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.
- viii. Not Specified: Only for persons who choose not to list their race, ethnicity, color, or national origin.

Executive Order 11246

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

Additional Contract Provisions

Appendix A & E of Department of Transportation 1050.2A

Appendix A of Department of Transportation Order 1050.2A

“During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.”

Appendix E of Department of Transportation Order 1050.2A

“During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).”

DBE Information
Completed Form Required

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: PWP# CC-2021-032

Contractor: A & K Earth Movers INC.

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

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

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
Mapca 580 Mount Rose Street , Reno NV 89509	775-432-0267	N/A	N/A	Yes	No	Yes	No	Yes	No
K & B Transportation LLC - P.O. BOX 50052, SPARKS, NV	775-331-5152	N/A	N/A	Yes	No	Yes	No	Yes	No
F3 & ASSOCIATES- 2415 PYRAMID WY. #B SPARKS, NV	775-451-7255	N/A	N/A	Yes	No	Yes	No	Yes	No
SURFACE PREP- 4430 BENNIE LN RENO, NV	775-823-7882	0077645	\$1,500,000.00	Yes	No	Yes	No	Yes	No
PAVEMENT RECYCLING 2150 BELL AVE SUITE 125 SAC,CA	916-685-2204	0036228	UNLIMITED	Yes	No	Yes	No	Yes	No
BIG IRON - 11825 CHESAPEAKE DR. RENO, NV	775-354-5546	N/A	N/A	Yes	No	Yes	No	Yes	No
GRANITE - RENO, NV	775-352-1905	N/A	N/A	Yes	No	Yes	No	Yes	No
INTERMOUNTAIN SLURRY SEAL- 1120 TERMINAL WY. RENO,NV	775-358-1355	0023657	UNLIMITED	Yes	No	Yes	No	Yes	No
BRUNSWICK CANYON - 7400 BRUNSWICK CANYON RD CARSON CITY	775-882-6000	N/A	N/A	Yes	No	Yes	No	Yes	No
TITAN CONSTRUCTION SUPPLY- 250 EDISON WY RENO,NV	775-351-2201	N/A	N/A	Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

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

Contract No.: PWP-CC-2020-032

Contractor: A & K Earth Movers Inc.

Project No(s): P303519014

Address: 515 Windwill Drive

Total Bid Amount \$ \$767,000.00

Fallon, NV 89406

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND DUNS NUMBER	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
A & K Earth Movers Inc. Duns: 41322256 515 Windmill Drive Fallon, NV 89406	775-852-1636	#1 THRU #26	0024548	Unlimited	All work not completed by sun contractors
Pavement recycling Duns: 604006619 2150 Bell Ave suite 125 Sacramento, CA 95838	916-685-2204	#1,#4, #5,#9, #10, #11	0036228	unlimited	Pulverizing, roadbed mod

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

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



 Contractor's Signature 11/16/2020
Date

Telephone No. 775-825-1636

BIDDER SUBCONTRACTOR INFORMATION

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

Contract No.: PWP-CC-2021-032

Contractor: A & K Earth Movers INC.


Project No(s): P303519014

Address: 515 Windmill Dr Fallon , NV 89406 Bid Amount \$ \$767,000.00

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time**. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount. Per NRS 338.141 Prime Contractor to list itself on Subcontractor's list if to perform any of the work.

SUBCONTRACTOR NAME AND ADDRESS AND DUNS NUMBER	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
A & K Earth Movers Inc. 515 Windmill Drive Fallon Nv 89406 Duns: 41322256	775-852-1636	#1THRU #26	0024548	Unlimited	All work not completed by sub contractors
Surface Prep and Maintenance 4430 Bennie Ln. Suite B Reno, NV 89512 Duns: 078672183	775-823-7882	1, 27-39	0077645	\$1,500,000.00	Signs and striping
Mapca Surveying 580 Mount Rose st Reno, Nv 89509 Duns: 019871450	775-432.2067	#1,#4-#13, #22	N/A	N/A	Surveying
KB Transport P.O. BOX 50052 SPARKS,NV 89431 Duns: 037609455	775-331-5152	#1,#12, #13, #18, #19,	N/A	N/A	Trucking and Hauling

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


 Contractor's Signature

 11/16/2020
 Date
Telephone No. 775-825-1636

*** N/A

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding \$250,000.00)

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

Contract No.: PWP# CC-2021-032

Contractor: _____

Project No(s) : P303519014

Address: _____

Total Bid Amount \$ _____

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

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

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

Contractor's Signature

Date

Affidavit Required Under 23 USC Section 112(c)

Completed Form Required

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

STATE OF Nevada
COUNTY OF Churchill } SS

I, Kevin Atkins (Name of party signing this affidavit and the Proposal Form) Secretary (title).

being duly sworn do depose and say: That A & K Earth Movers Inc. (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

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

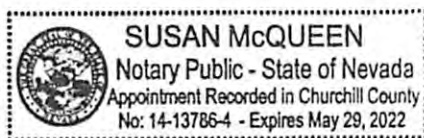
(Insert Exceptions, attach additional sheets)

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

Kevin Atkins
Signature
Secretary - Kevin Atkins
Title

Sworn to before me this 16 day of November, 2020

(SEAL)



Susan McQueen
Notary Public, Judge or other Official

Certification Required By Section 1352 of Title 31

Completed Form Required

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

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

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

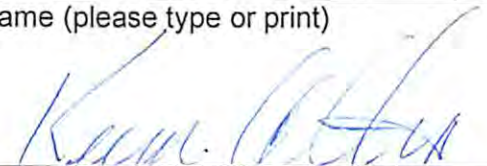
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

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

_____ Kevin Atkins

Name (please type or print)

_____ 

Signature

_____ Secretary

Title

Disclosure of Lobbying Activities

Completed Form Required

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

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

FHWA Form 1391
Completed Form Required

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BLOCK <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE: <div style="border: 1px solid black; height: 20px;"></div>	3. PROJECT NUMBER: <div style="border: 1px solid black; height: 20px;"></div>	4. DOLLAR AMOUNT OF CONTRACT: <div style="border: 1px solid black; height: 20px;"></div>	5. PROJECT LOCATION: (County and State) <div style="border: 1px solid black; height: 20px;"></div>
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This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in August, 2019.

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

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

TABLE C (Table B data by racial status)

APPRENTICES	0	0	0	0																		
OJT TRAINEES	0	0	0	0																		

8. PREPARED BY: (Signature and Title of Contractors Representative)	9. DATE <div style="border: 1px solid black; height: 40px;"></div>	10. REVIEWED BY: <i>(Signature and Title of State Highway Official)</i> <div style="border: 1px solid black; height: 40px;"></div>	11. DATE <div style="border: 1px solid black; height: 40px;"></div>
---	--	--	---

Additional Documents Required From General & Sub Contractor

WAGE COMPARISON WORKSHEET

CHECK ONE:

- 5 – 8 hour days
- 4 – 10 hour days

PWP CC-2021-032

Project Name Northridge pavement reconstruction Location Carson city, NV Date 11/13/2020

Date & Modification of Federal Wage Rates

Date of State Rates

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State	Fed	State	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	

Notes:

The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$100,000 and over; only the Federal Wage Rates need to be used for contracts \$2,000 to \$100,000, if the total project cost is less than \$100,000.
 Note* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary. **CONTRACTOR SIGNATURE & DATE:** _____

Company Name: _____

WAGE COMPARISON WORKSHEET

Project Name: Northridge Pavement Reconstruction

Location: Carson City, NV

Date 11/13/2020

PWP CC-2020-032

Date & Modification of Federal Wages NV20200011 9/18/2020 mod #3

2021 PW Rates - Northern Nevada Rural - 10/1/2020

Group		Area	Zone	Federal Rate - HVY			State Rate			Rate To Be Paid			Fed/State
Fed HWY	State (if applies)	Fed (if applies)	State (if applies)	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	
Laborer	Flag Person	N/A	N/A	22.58	10.56	33.14	39.06		39.06	39.06	0.00	39.06	State
N/A	OP FORE	N/A	N/A	38.37	24.80	63.17	66.14		66.14	66.14	0.00	66.14	State
GP 10	OP GP 10	N/A	N/A	38.37	24.80	63.17	64.07		64.07	64.07	0.00	64.07	State
Backhoe	OP GP 9	N/A	N/A	38.37	24.80	63.17	63.72		63.72	63.72	0.00	63.72	State
Roller	OP GP6	N/A	N/A			0.00	62.56		62.56	62.56	0.00	62.56	State
Forklift	OP GP3	N/A	N/A	44.99	24.70	69.69	61.35		61.35	44.99	24.70	69.69	Fed
Grade Setter	OP GP 11	N/A	N/A	38.18	24.80	62.98	64.50			38.18	24.80	62.98	Fed
Scraper	OP GP8	N/A	N/A	48.05	24.70	72.75	63.40		63.40	48.05	24.70	72.75	Fed
Skid Steer	OP GP4	N/A	N/A	35.46	24.80	60.26			0.00	35.46	24.80	60.26	Fed
Laborer	Labor-GP 4	N/A	N/A	25.95	10.56	36.51	44.43			25.95	10.56	36.51	Fed
LB HWY GP1	LB GP1	N/A	N/A	25.45	10.56	36.01	41.93		41.93	41.93	0.00	41.93	State
Trk Dvr HWY	Trk Dvr - Dump Truck	N/A	N/A	29.45	26.72	56.17	32.16		32.16	29.45	26.72	56.17	Fed
N/A	Trk Dvr - Water Truck	N/A	N/A	29.45	26.72	56.17	32.16		32.16	29.45	26.72	56.17	Fed
Grader/ Blade	OP 10A	N/A	N/A	38.37	24.80	63.17	64.26		64.26	64.26	0.00	64.26	State
Loader	OP 11	N/A	N/A	38.03	27.79	65.82	64.50		64.50	38.03	27.79	65.82	Fed
Roller	OP 7	N/A	N/A	36.92	24.80	61.72	63.40		63.40	63.40	0.00	63.40	State
CARP. HWY	CARPENTER	N/A	N/A	36.10	13.98	50.08	51.26		51.26	51.26	0.00	51.26	State
CEMENT MASON	CEMENT MASON	N/A	N/A	37.00		37.00	45.12		45.12	45.12	0.00	45.12	State
Mechanic	MECHANIC	N/A	N/A	48.05	24.70	72.75	63.72		63.72	48.05	24.70	72.75	Fed
Lube/Svcman	LUBE/SVCMN	N/A	N/A	48.05	24.70	72.75	62.81		62.81	48.05	24.70	72.75	Fed
Ironworker	IRONWORKER	N/A	N/A	40.14	33.01	73.15	74.49		74.49	74.49	0.00	74.49	State
Paver	PAVER	N/A	N/A	36.92	24.80	61.72	63.40		63.40	63.40	0.00	63.40	State
Screedman	SCREEDMAN	N/A	N/A	36.92	24.80	61.72	63.40		63.40	63.40	0.00	63.40	State

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

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

PROJECT NAME: Northridge Pavement recon- District 2

PROJECT NUMBER: PWP-CC-2021-032

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

88-0097157

IRS Employer Identification Number

Kelly A Workman
Authorized Payroll Officer (signature)

Kelly A Workman

Name of Authorized Payroll Officer
(Print or type)

A & K Earth Movers, Inc

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

[Signature]
Authorized Signature

K Bart Hiatt - President

Title (Print or type)

11/16/2020

Date

Due before Notice to Proceed

(submit on company letterhead)

Election of Scheduled Work Week

Jobsite: _____

I, _____ have been given the option of voluntarily working either:

_____ 4 days at 10 hours per shift

_____ 5 days at 8 hours per shift.

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

_____ Signature

_____ Printed Name

Due before Notice to Proceed

Conflict of Interest Disclosure Form

Date:

Project:

Title:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature:

Date:



Due after Award

CERTIFIED PAYROLL INFORMATION TO BE COMPLETED BY EACH CONTRACTOR / SUBCONTRACTOR

Project Name: _____ Contract Number: _____
 General Contractor: _____ PWP #: _____
 Subcontractor: _____ Date: _____

Payroll Officer Name: _____
 Phone Number: _____
 Email Address: _____
 Mailing Address: _____

Please review the following extracts from Davis Bacon and Related Acts 29 C.F.R. § 3.3(b) and 3.4(a):

Davis Bacon and Related Acts 29 C.F.R. § 3.3(b):

*Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish **each week** a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period.*

Davis Bacon and Related Acts 29 C.F.R. § 3.4(a):

*Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, **within seven days after the regular payment date of the payroll period**, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work.*

Please provide details of your regular weekly payroll date in order to ensure compliance with the above regulations (example: Friday after week ending date):

Further information regarding DBA/DBRA compliance can be found on the U.S. Department of Labor website.

For questions regarding certified payroll on Carson City construction projects please contact Courtney Melhaff at cmelhaff@carson.org.

Certified Payroll Report

Example—Must be Submitted Weekly

After project starts

	CARSON CITY PUBLIC WORKS PAYROLL REPORTING FORM						PAGE	OF
	PROJECT NAME & ADDRESS			PUBLIC BODY AWARDING CONTRACT			CONTRACTOR SUBCONTRACTOR	
	PWP #			WEEK ENDING			CONTRACTOR/SUBCONTRACTOR NAME & ADDRESS	
	BID/PROJECT #			REGULAR WEEKLY REPORT				

1	2	3	4							5	6	7		8						9	
EMPLOYEE'S NAME ID TYPE / ISSUING AGENCY LAST 4 DIGITS OF ID GENDER & ETHNICITY	# OF EXEMPTIONS	WORK CLASSIFICATION	STRAIGHT/OVERTIME	DAY							TOTAL HOURS THIS PROJECT	HOURLY RATE OF PAY	GROSS AMOUNT EARNED ON PROJECT(S)		DEDUCTIONS FRINGE BENEFITS (HOURLY)						NET PAID FOR WEEK
				DATE																	
				DAILY HOURS WORKED																	
				S	O	S	O	S	O	S											
NAME:			S									THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER^	TOTAL DEDUCTS		
ID TYPE: LAST 4:			O											HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER^			
GEN: ETH:																					
NAME:			S									THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER^	TOTAL DEDUCTS		
ID TYPE: LAST 4:			O											HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER^			
GEN: ETH:																					
NAME:			S									THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER^	TOTAL DEDUCTS		
ID TYPE: LAST 4:			O											HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER^			
GEN: ETH:																					
NAME:			S									THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER^	TOTAL DEDUCTS		
ID TYPE: LAST 4:			O											HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER^			
GEN: ETH:																					

S = STRAIGHT TIME
 O = OVERTIME
 SDI = STATE DISABILITY

* State taxes and SDI are not collected in NV – use these only if the employee has also worked in another state that collects these taxes during their work week.
 ^ OTHER – Any other deductions, contributions and/or payments must be listed separately. Fringe benefits must be listed at an hourly rate and proof is required that all fringe benefits are paid to a third party plan or fund in the name of the employee, INCLUDING VACATION.

CARSON CITY PUBLIC WORKS PAYROLL REPORTING FORM

PAGE OF

EMPLOYEE'S NAME ID TYPE / ISSUING AGENCY LAST 4 DIGITS OF ID GENDER & ETHNICITY	# OF EXEMPTIONS	WORK CLASSIFICATION	STRAIGHT/OVERTIME	DAY							TOTAL HOURS THIS PROJECT	HOURLY RATE OF PAY	GROSS AMOUNT EARNED ON PROJECT(S)		DEDUCTIONS FRINGE BENEFITS (HOURLY)						NET PAID FOR WEEK					
				DATE									THIS	ALL	FEDERAL TAXES	FICA (SOC SEC)	STATE TAXES*	SDI*	OTHER^	TOTAL DEDUCTS						
				DAILY HOURS WORKED																		HEALTH & WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER^
NAME:			S																							
ID TYPE: LAST 4:			O																							
GEN: ETH:																										
NAME:			S																							
ID TYPE: LAST 4:			O																							
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NAME:			S																							
ID TYPE: LAST 4:			O																							
GEN: ETH:																										

Date: _____

STATEMENT OF COMPLIANCE

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 workers' earnings employed on this Public Works contract by the undersigned for the following payroll period:

I, _____
Name of Signatory Party Title

Do hereby state:

1) That I pay or supervise the payment of person employed by:

Contractor or Subcontractor

On the; _____ that during the payroll period commencing on the

_____ day of _____ and ending the _____ day of _____
Project Name Day Month Year Day Month Year

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

Contractor or Subcontractor

from the full 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 4c) 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 4c) 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(8) – 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.

NRS 338.070
5. A contractor engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept: (a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work: (1) The name of the worker; (2) The occupation of the worker (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information; (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information; (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and (6) The actual per diem, wages and benefits paid to the worker;
6. The records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body awarding the contract. The contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph (a) of subsection 5 must be open to public inspection as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph (b) of subsection 5 is confidential and not open to public inspection.

Material of Origin Form
Completed Form Required

Due with Submittal after award



Nevada Department
of Transportation

Certification of Materials Origin
(Required for Acceptance of Steel and Iron Materials)

Contract	SR
Section	
Contractor	
Subcontractor / Supplier	
Materials: Bid Item	Quantity
Description	

The following Certification of Materials Origin is made for the purpose of establishing materials acceptance under Contract Provisions entitled "Buy America." Materials as described above are furnished for use in compliance with the certification as noted in 1 or 2 below. Buy America regulation may be found in the 23 CFR 635.410. Unless a Certificate of Materials Origin has been provided to the Engineer, the materials shall be considered of foreign origin.

- 1. The materials covered by this certification are American-Made with all manufacturing processes entirely within the United States of America.
- 2. The materials furnished for this project under this certification contain steel or iron manufactured, all or in part, outside the United States of America, or its trail of manufacture cannot be certified.

The Description and Country of Origin of these materials is as follows:
The Invoice Cost for the above described foreign-made materials is:

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

_____	_____	
Contractor / Subcontractor / Supplier Name	Phone #	
_____	_____	_____
Authorized Corporate Official Signature	Date	Location

ATTACHMENT: MILL TEST REPORTS

NDOT 020-095
10/18/11

DUNS Number
Information Required

DUNS Number

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

POSTINGS AND NOTICES

Notices and posters are to be placed in:

- *areas readily accessible to the public and employees (per 23 CFR 230.121);*
- *on the site of the public work in a place generally visible to the workmen (per NRS 338.020);*
- *shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);* and
- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: http://labor.nv.gov/Employer/Employer_Posters/
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

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Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: December 9th, 2020
To: Regional Transportation Commission
From: Justin Tiarney, Street Supervisor
Date Prepared: November 24, 2020
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of October 2020**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	-
Street Patching Operation (tons of asphalt)	44.5	352
Pot Holes Repaired	7	13

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	9	114
Tree Removal	1	12
Tree Replacement	0	0
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	4	23
Weed Abatement Chemical Sprayed (gallons applied)	515	6,849

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	33.25	163
Curb & Gutter (linear feet)	82	854
Sidewalk & Flat Work (sq/ft)	1,222	6,292
Wheel Chair Ramps	0	1
Misc.	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	0
Shoulder Work on Asphalt Roads	10,560	15,866
Debris Cleaned	62	80

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	205	962
Lineal foot of ditch cleared	1200	7,706
Pipe Hydro Flushed (linear feet)	140	620
Drainage Inlets Cleaned	0	109

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Curb Miles Swept	660	2,737
Material Picked Up (yards)	326	879
City Parking Lots Swept	0	16

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	47	148
Bins Hauled for Sweeping Operation (yards)	27	123
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	16
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	13	44
Signs Replaced	13	37
Sign Post Replaced	4	14
Signs Replaced due to Graffiti Damage	7	28
Delineators Replaced	4	16
Cross Walks Painted	40	173
Stop Bars Painted	54	200
Yield Bars Painted	15	73
Right Arrows Painted	0	13
Left Arrows Painted	30	111
Straight Arrows Painted	0	19
Stop (word) Painted	8	33
Only (word) Painted	0	0
Bike Symbol & Arrow	0	3
Install Street, bicycle, and pedestrian counters	5	31
Curb Painted (linear feet)	0	0

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	0
Rain Event/Flood Control	0	1
Wind	0	0