

**City of Carson City
Agenda Report**

Date Submitted: February 6, 2015

Agenda Date Requested: February 19, 2015

Time Requested: 5 minutes

Labor Commissioner PWP # CC-2013-136

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Contract No. 1415-134 Pursuant to NRS 338.169 with Miles Construction, to provide CMAR Construction Services for the Multi-Use Athletic Center (MAC) through January 31, 2016 for a not to exceed amount of \$7,716,237.27 to be funded from the Quality of Life Fund - New Gymnasium Account and the Infrastructure Tax Fund – New Gymnasium Account as provided in FY 2014/2015 and FY 2015/2016. *(Kim Belt and Darren Schulz)*

Staff Summary: This contract is to provide Construction Manager at Risk Services for the Multi-Use Athletic Center (MAC) which includes, but is not limited to: Construction and management for the delivery of the project based on a Guaranteed Maximum Price contract to include construction, utility coordination, scheduling, procurement, subcontractor/supplier bids and proposals, award, management bonds, insurance, contract administration, billing/lien releases, prevailing wage reporting/accounting, safety management, quality control and final closeout documents. The firm Miles Construction was selected via RFP #1213-144 – Request for Proposals for Construction Manager at Risk (CMAR).

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1415-134 Pursuant to NRS 338.169 with Miles Construction, to provide CMAR Construction Services for the Multi-Use Athletic Center (MAC) through January 31, 2016 for a not to exceed amount of \$7,716,237.27 to be funded from the Quality of Life/Park Improvements/New Gymnasium Account as provided FY 2014/2015 and FY 2015/2016.

Explanation for Recommended Board Action: Pursuant to **NRS 338.1696** Negotiation of contract for construction of public work or portion thereof with construction manager at risk.

Applicable Statute, Code, Rule or Policy: NRS 338.1696.

Fiscal Impact: \$7,716,237.27.

Explanation of Impact: Amount of contract.

Funding Source: Quality of Life/Park Improvements/New Gymnasium Account-254-5046-452-70-10 to 70-70 with a total budgeted amount of \$5,943,534.00 (with \$5,874,988 unencumbered and available as of 02/09/2015) and Infrastructure Tax Fund - Capital Projects/Construction Account 257-5046-452-70-40 with a total budgeted amount of \$2,200,000.00 (with all unencumbered and available as of 02/09/2015) as provided in FY 2014/2015 and FY 2015/2016. Total unencumbered and available in both funds is \$8,074,988.

Alternatives: Not award contract and provide other direction.

Supporting Material: Contract No. 1415-134 and Exhibit A.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: John S. Smith
(Public Works)
John S. Smith
(Parks and Recreation)
Lychob Marano
(City Manager)
John S. Smith
(District Attorney)
John S. Smith
(Finance Director)

Date: 2/10/15

Date: 2-10-15

Date: 2/10/15

Date: 2/10/15

Date: 2/10/15

Board Action Taken:

(Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Carson City Multi-Use Athletic Center (MAC)

Contract No.: 1415-134

THIS CONTRACT made and entered into this 19th day of February, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Miles Construction, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

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

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No. 1415-134, titled **Carson City Multi-Use Athletic Center (MAC)** (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

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

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 CONTRACTOR agrees that the Contract Documents for Bid No.1415-134 including, but not limited to, CMAR GMP Proposal, CMAR General Conditions of the Contract, Supplemental CMAR General Conditions, Prevailing Wages, Contract Drawings, and Addenda, if any, hereinafter all referred to as Exhibit A, 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.

2.1.2 CONTRACTOR additionally agrees CONTRACTOR'S Executed Contract, Performance Bond, Labor and Material Bond, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as Exhibit B, are incorporated herein and made a part of this Contract.

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

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Title: Carson City Multi-Use Athletic Center (MAC)

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3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the **WORK** on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6 (CONTRACT TERMINATION)** and the General Conditions, 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 Finance Department/Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Bill Miles, President/CEO
Miles Construction
61 Industrial Parkway
Carson City, NV 89706
email: wdmiles@milesconst.com

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

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
KBelt@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the **WORK** specified in the Contract for the Contract Amount of Seven Million Seven Hundred Sixteen Thousand Two Hundred Thirty Seven and 27/100 (\$7,716,237.27).

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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The CMAR's Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project:

1) Cost of the Work (excluding General Conditions)	\$	7,461,237.27
2) CMAR's General Conditions	\$	255,000.00
3) CMAR's Fee	\$	366,565.13
4) CMAR's Contingency	\$	200,000.00
5) Bonds and Insurance	\$	159,284.64
6) Total Guaranteed Maximum Price	\$	7,716,237.27

Percentage Split of GMP Savings	Owner 50%	CMAR 50%
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Percentage Split of CMAR's Contingency Savings	100%	0%
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5.2 CITY will pay CONTRACTOR progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on CONTRACTOR'S Bid Proposal and any executed Change Orders.

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

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

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

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

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

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.

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

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

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

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

6.3.4 If CITY terminates this Contract for any of the cause reasons stated in 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 unabsobered 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

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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 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.

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

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

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

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

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8. FAIR EMPLOYMENT PRACTICES:

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

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

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

9. PREFERENTIAL EMPLOYMENT:

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.

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13. INDEMNIFICATION:

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

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

- 13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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**

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

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

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

15.6.3 Any insurance or self-insurance available to CITY under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**.

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

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

15.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

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

15.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Carson City Multi-Use Athletic Center (MAC)

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15.13 Policy Cancellation: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

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

15.15 Evidence of Insurance: Prior to commencement of work, CONTRACTOR must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

15.16 Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of CONTRACTOR.

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

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

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

15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

15.20.1 *Minimum Limits required:*

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

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

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

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

15.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

15.21.3 Coverage shall be for "any auto", including owned, non-owned and hired

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

15.22.1 *Minimum Limit required:*

15.22.2 One Million Dollars (\$1,000,000.00).

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

15.22.4 Discovery period: Three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

24.1.3 CONTRACTOR and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall

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not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

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

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arises 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 arises 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Carson City Multi-Use Athletic Center (MAC)

Contract No.: 1415-134

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

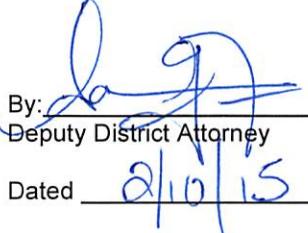
Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

By: 
Kim Belt
Dated 2/10/15

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: 
Deputy District Attorney
Dated 2/10/15

CITY'S ORIGINATING DEPARTMENT

BY: Roger Moellendorf, Director
Carson City Parks and Recreation
3303 Butti Way, Bldg. #9
Carson City, NV 89701
Telephone: 775-887-2262
Fax: 775-887-2145
RMoellendorf@carson.org

By: 
Dated: 2/10/15

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

By: 
Dated: 2/10/15

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Carson City Multi-Use Athletic Center (MAC)

Contract No.: 1415-134

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: Bill Miles

TITLE: President/CEO

FIRM: Miles Construction

CARSON CITY BUSINESS LICENSE #: 15-

NEVADA CONTRACTORS LICENSE #:

City: Carson City State: NV Zip C

Telephone: 775-246-3722

E-mail Address: wdmiles@milesconst.com

(Signature of Contractor)

DATED _____

STATE OF _____)
County of _____) ss

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Carson City Multi-Use Athletic Center (MAC)

Contract No.: 1415-134

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 19 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-134** and titled **Carson City Multi-Use Athletic Center (MAC)**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 19th day of February, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 19th day of February, 2015.

PERFORMANCE BOND

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

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1415-134** and titled **Carson City Multi-Use Athletic Center (MAC)** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

PERFORMANCE BOND

Continued for BID # 1415-134 and titled Carson City Multi-Use Athletic Center (MAC)

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

Doc. No. 2152
(Rev. 11-17-99)

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for BID #1415-134 and titled **Carson City Multi-Use Athletic Center (MAC)** in accordance with drawings
and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

Continued for BID #1415-134 and titled Carson City Multi-Use Athletic Center (MAC)

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

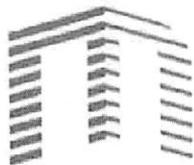
BY:	(signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this _____ day of _____, 20____	

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

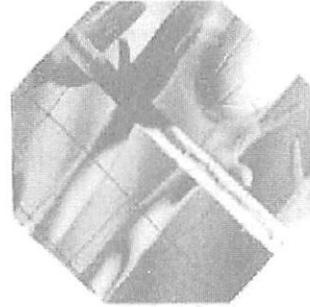
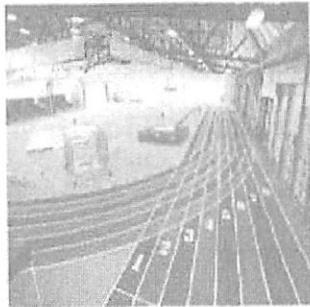
Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

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

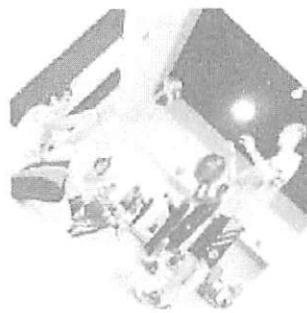
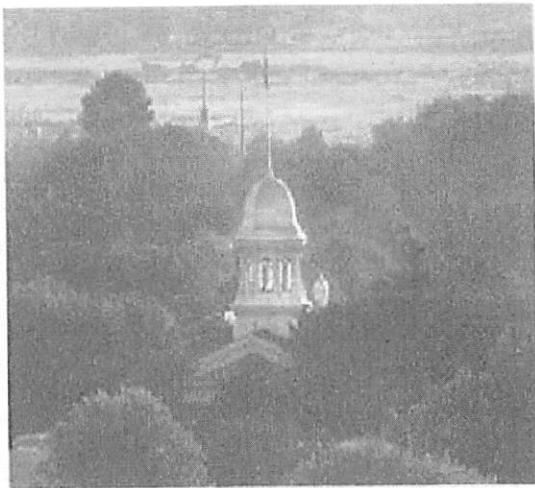
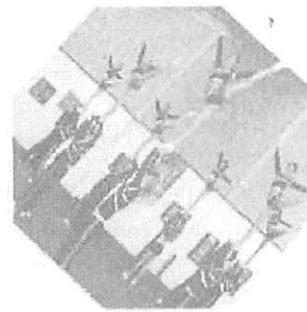


Request for Proposal CMAR Services



Multi-Use Athletic Center (MAC)

RFP # 1213-144



Submitted March 21, 2013

March 21, 2013



Ms. Kim Belt
 Carson City Finance Department - Purchasing and Contracts
 201 N. Carson Street, Suite 3
 Carson City, NV 89701

Re: Request for Proposal - Construction Manager at Risk (CMAR) Services
 Multi-Use Athletic Center (MAC) - RFP No. 1213-144

Dear Ms. Belt:

Miles Construction is a truly local contractor who is uniquely qualified to provide construction management services for your project. Our construction management experience approaches 60 million dollars in capital improvements and spans over a decade. We are one of the local pioneers in utilizing construction management as a delivery mechanism for public projects. We have provided construction management services for Carson City School District, Lyon County Utility Department, Central Lyon County Fire District, Storey County, and the Community Chest in Virginia City. Our seasoned team has the experience, knowledge, and ethics to facilitate a successful CMAR project. One of the attributes that we bring to the team is developing alternatives through the value engineering process that lower the overall project costs without compromising the fundamental requirements and functionality of the facility.

Since 1986 Miles Construction has been synonymous with expert building in Northern Nevada. We are proud to be called partners in the construction process, because the true measure of value is how well we represent our owner's interests. Over 90% of our projects are negotiated and the majority of our clients are either repeat clients or referrals from past clients. Although we are licensed in the majority of the Western States, nearly all of our projects are in Northern Nevada. With strong ties to our community, we stay actively involved to ensure that the quality and balance in life we all seek is maintained. This community is where we raise our families and where we work and play. We are excited to be considered to participate in enhancing our quality of life in Carson City.

Through these difficult economic times, Miles Construction has not only persevered, but we have increased our market share and positioned ourselves to prosper. We have maintained our team, our bonding capacity, and financial strength. Our success is through simple values; we do the right thing and we treat people fairly. At Miles Construction, that means conducting business a little differently, more personally and professionally.

The primary contact person for the Carson City's Multi-Use Athletic Center (MAC) project is Stacy Reid, Project Manager, at tel. no. (775) 246-3722, ext. 115, or email address: sreid@milesconst.com.

We know how important it is for these projects to be successful and ensuring that success as your CMAR partner is our commitment of giving back to the community. We thank you for your consideration.

Very truly,
 Miles Construction

William D. Miles, President



P.S. We acknowledge receipt of Addendum No. 1, dated March 4, 2013.



MILES CONSTRUCTION'S COVER LETTER

1. FIRM INFORMATION
2. FIRM ORGANIZATIONAL CHART (PROJECT SPECIFIC)
3. CURRENT WORKLOAD
4. KEY PERSONNEL RESUMES
5. PROJECT EXPERIENCE IN CMAR METHOD OF DELIVERY
6. PROJECT EXPERIENCE IN PROJECTS OF SIMILAR SIZE AND SCOPE
7. PROJECT IMPLEMENTATION
8. PAST PERFORMANCE
9. LITIGATION & DISPUTE HISTORY
10. MISCELLANEOUS SUBMITTAL REQUIREMENTS
SAFETY PROGRAM SUBMITTED IN CD FORMAT
11. INSURANCE AND BONDING CAPACITY
12. DRUG & ALCOHOL POLICY

EXHIBIT A



Company Name: Miles Construction

Address: 61 Industrial Parkway

City, State, Postal Code: Carson City, Nevada 89706

Primary Contact: Stacy Reid

Title: Project Manager

Phone Number: 775-246-3722, extension 115

Fax Number: 775-246-5196

E-mail Address: sreid@milesconst.com

Parent Company: Same as above

Website Address: www.milesconst.com

Year Established: 1986 - previously Miles Brothers Construction

Incorporated: Miles Construction - July, 2001 - SubS Corporation

Principals: William D. Miles, President
775-246-3722, extension 114
wdmiles@milesconst.com

Jerry V. Deines, Vice President, Field Operations
General Superintendent
775-246-3722, extension 117
jdeines@milesconst.com

Cary E. Richardson, Vice President, Business Operations
Senior Project Manager
775-246-3722, extension 122
crichardson@milesconst.com

of Employees: Average of 24 full time personnel

Miles Construction has maintained an office within Carson City or the contiguous county since 1986.

EXHIBIT A

CMAR Services
Carson City Multi-Use Athletic
Center (MAC)
RFP #1213-144

Organizational Chart

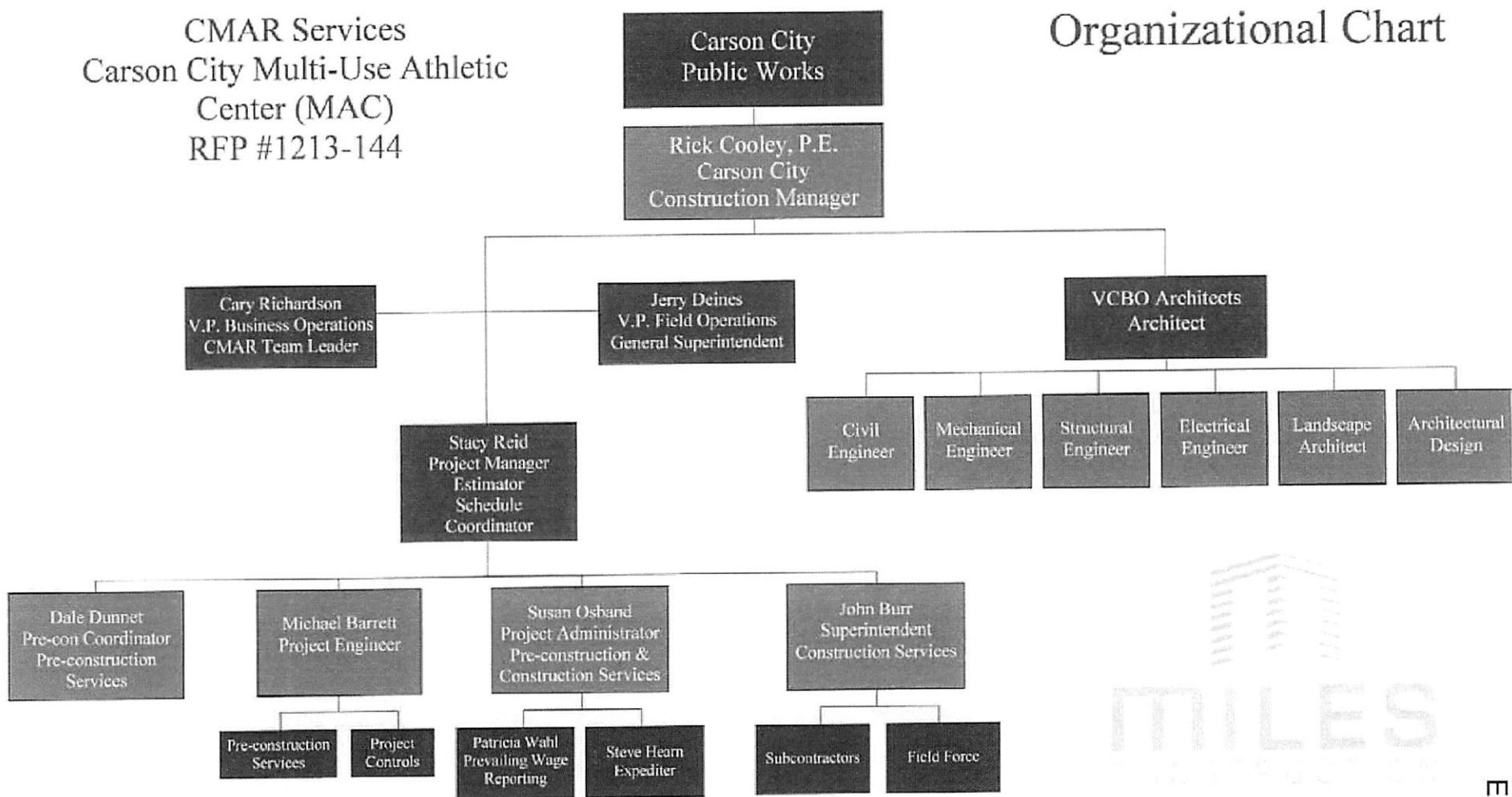


EXHIBIT A



Miles Construction's Current Workload

As of 3/15/13

Job #	Job Name	Type	Contract Value	% Complete
8412	Alfa Aesar	GC	\$2,629,163.00	5%
10411	Ridge Plaza Renovation—54 Units	CMAR	\$2,130,526.00	1%
8412	Ridge View Renovation— 23 Units	CMAR	\$681,696.00	1%
9412	North Valley Shopping Center Remodel	GC	\$1,690,835.00	75%
8609	Spring Wood Phase I-Sitework	GC	\$1,349,260.00	95%
1613	Spring Wood Phase II—Bldg.	GC	\$2,010,426.00	5%
12912	Reno Covenant Group - Remodel	GC	\$707,840.00	30%
10712	Rite of Passage SSA Facility Upgrade	GC	\$3,000,000.00	0%
9612	Heybourne Booster	Sub	\$404,322.00	5%
7311	GE SMT Prototype	GC	\$386,485.00	95%
11912	Carbolinc Mixers	GC	\$250,000.00	1%
11411	Storey County Pool	Owner's Rep.	\$150,000.00	2%
11311	Storey County Courthouse Electrical	Owner's Rep.	Included in Snow Shed	80%
1910	Denny's TI—Preconstruction Only	GC	\$24,900.00	50%

In these uncertain economic times achieving a consistent work load is very challenging. As the above spreadsheet demonstrates, we are off to a great start for 2013; however, we are actively seeking projects with a summer and fall construction start. The proposed time line of a mid May preconstruction start with a August construction start fits perfectly into our workload and the availability of our key personnel.

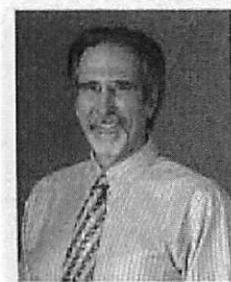
EXHIBIT A



William D. Miles, President/CEO

QUALIFICATIONS

Bill's project experience is vast and diverse including construction of retail centers, office buildings, various tenant improvement projects, mini-warehouse structures, prison facilities, industrial and manufacturing facilities, warehouses, airplane hangars, mining facilities, custom metal buildings, and custom homes. His current community involvement with public organizations includes the Board of Appeals for the Carson City Building and Safety Department, with his past community involvement with Board of Directors of Carson City Chamber of Commerce, Board of Directors of the Lyon County Economic Development Authority, and from 1999 to 2002, he was the Chairman of the Central Lyon County Master Review Committee. Bill's current community involvement with private organizations includes the Boys and Girls Club Board of Directors, the National Association of Industrial and Office Properties - Legislative Counsel (previously on the Board of Directors), Finance Chairman for the Boy Scouts of America Nevada Area Council - Pinenut District, with his past community involvement with private organizations with Board of Directors of the Builders Association of Western Nevada (including past president), and the Board of Directors of Northern Nevada Bank (1999 to 2006).



Years of
Experience: 37

Years with Miles
Construction: 27

Education:
Graduated Carson
City High School

Attended Western
Nevada & Southern
Nevada Community
Colleges

Fire Science Academy
Certificate - University
of Nevada @ Reno

Continued Education
American Builder
School, Kirby Builder
School, & Computer
Estimating Courses,
Construction Manage-
ment Courses

REPRESENTATIVE PROJECTS

Carson City School District (Bond 2010) - Construction Manager at Risk - Empire Elementary School, 27,000 s.f. and Eagle Valley Middle School, 17,000 s.f. additions and remodels, including a new gym in Carson City, NV.

Carson City School District (Bond 2006) - Construction Manager - Carson Middle additions/remodel, plus HVAC, roofing, & remodel projects throughout the District along with new football field, track and bleachers upgrades

Carson City School District (Bond 2002) - Construction Manager - 30,000 s.f. masonry bldg. including classrooms, library, music room, and admin. office at Bordewich-Bray Elementary and 3 remodels

Production Pattern & Foundry - General Contractor - 100,000 s.f. design/build, hybrid steel, precast concrete aluminum foundry in Carson City, NV

Bently Nevada World Headquarters - Subcontractor - 288,000 s.f. design/build facility that merged 12 existing buildings into one. Included 140,000 s.f. of office, 120,000 s.f. of manufacturing, full kitchen/cafeteria, anodizing facility and special lab space in Minden, NV

Herlong Prison - Subcontractor - 118,000 s.f. of pre-engineered steel buildings located in Herlong, California

REFERENCES

Mike Mitchell, former Dir. Of Operations, Carson City School District	775-815-5317
Robert Hemsath, President, Security First Bank Fresno, CA	775-815-1550
Steve Tackes, Crowell, Susich, Owen & Tackes, LTD	775-882-1311
Phil Cowee, Director of Finance, Lyon County School District	775-246-2600

LICENSES

State of Nevada - Class B - General Building - Unlimited - 0023686A

State of Nevada - Class C14 - Steel Reinforcing & Erection - 0063354

State of Nevada - Class C3 - Carpentry - 0036788A

ROLE ON THE MULTI-USE ATHLETIC CENTER (MAC) - CMAR PROJECT

As President of Miles Construction, Bill will make himself available at any time to ensure that our project team remains focused and delivers everything in a professional manner as is typical with all our projects.



Cary E. Richardson, Vice President
Senior Project Manager

QUALIFICATIONS

As a partner in Miles Construction, Cary is responsible for managing all project management, estimating and business operations. Cary has been instrumental in the over seven-fold growth of Miles Construction since he joined the Miles team. The controls and procedures that have been implemented allow Miles Construction to perform a wide variety and scale of construction projects. Cary's national construction experience coupled with his degree in Civil Engineering provides him with a broad range of construction knowledge and problem solving techniques. His ability to assemble and lead a team from project conception through completion is one of his key attributes. His attention to detail and ability to understand the owners' perspective provides Miles Construction with an advantage in our field.

REPRESENTATIVE PROJECTS

Carson City School District (Bond 2010) - Construction Manager at Risk - Empire Elementary School, 27,000 s.f. and Eagle Valley Middle School, 17,000 s.f. additions and remodels including a new gym in Carson City, NV.

Sierra Lutheran High School - General Contractor - 31,000 s.f. high school including classrooms, administration offices, and gym, combination of masonry and pre-engineered steel in Douglas County, Nevada.

Virginia City Youth & Community Center - Construction Manager at Risk - 4,600 s.f. youth center and health clinic, combination pre-engineered steel and CMU, in Virginia City, NV.

Carson City School District (Bond 2006) - Construction Manager - Carson Middle additions/remodel, plus HVAC, roofing, & remodel projects throughout the District along with new football field, track and bleachers upgrades.

Carson City School District (Bond 2002) - Construction Manager - 30,000 s.f. masonry bldg, including classrooms, library, music room, and admin. office at Bordewich-Bray Elementary and 3 remodels.

Central Lyon County Fire District (2) Stations - Construction Manager - (1) 14,000 s.f. station and (1) 8,000 s.f. station, all combination masonry, steel and wood constructed buildings. The buildings incorporate solar hydronic heating and photovoltaic technologies to incorporate LEED building design methods in Silver Springs and Stagecoach, NV.

Schluter Systems - General Contractor - 97,500 s.f. LEED Gold Certified, consisting of a 2-story office section (22,500 s.f.) training center/office, combined with a 75,000 s.f. warehouse/distribution center. This state-of-the-art facility features a multitude of sensible and sustainable technologies to maximize energy efficiency, water usage and air quality including 36 geothermal wells, solar panels, and solar walls.

REFERENCES

Joseph Colasurdo, Owner's Representative, Schluter Systems	(403) 926-7778
Amy Cervantes, Project Manager, Belimo Americas	(775) 412-7677
Kathy Hone, Trustee, Sierra Lutheran High School Association	(775) 782-7327
Pat Whitten, County Manager, Storey County	(775) 847-0968

ROLE ON THE MULTI-USE ATHLETIC CENTER (MAC) - CMAR PROJECT

Cary will assist the project management team throughout the entire project with all project management functions. He will periodically attend construction meetings and participate in issue resolutions as required.



Years of
Experience: 25

Years with Miles
Construction: 10

Education:
Bachelor's of Science
in Civil Engineering
University of
Massachusetts,
Amherst

Licenses:
State of Nevada
State of Arizona
State of California
State of Idaho
State of Oregon
State of Utah
State of Washington

See Section 11 -Page 1
Licensing, Insurance,
& Bonding for
License Numbers &
Classifications

MSHA Certification

Community
Involvement:

Member of the
Design Construction Com-
mittee - NNDA

Member of the
State Environmental
Commission



**Jerry V. Deines, Vice President
General Superintendent**

QUALIFICATIONS

Jerry has experience in all phases of construction from schools, commercial, industrial and residential. His career began as an apprentice carpenter and progressed to a general superintendent, responsible for over 125 employees at one time.

As a partner of Miles Construction, Jerry is the vice president in charge of field operations. Because of his vast expertise and knowledge of construction, he has been able to manage a knowledgeable team of superintendents and field personnel on projects that include tilt-up construction, steel structures, mid-rise, masonry and retail centers. His ability to lead, problem solve, and manage every aspect of construction has not only served the company well, but has ensured positive outcomes for clients and projects.

REPRESENTATIVE PROJECTS

Carson City School District (Bond 2010) - Construction Manager at Risk - Empire Elementary School, 27,000 s.f. and Eagle Valley Middle School, 17,000 s.f. additions and remodels, including a new gym in Carson City, NV.

Sierra Lutheran High School - General Contractor - 31,000 s.f. high school including classrooms, administration offices, and gym, combination of masonry and pre-engineered steel in Douglas County, NV.

Virginia City Youth & Community Center - Construction Manager at Risk - 4,600 s.f. youth center and health clinic, combination pre-engineered steel and CMU, in Virginia City, NV.

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Central Lyon County Fire District (2) Stations - Construction Manager - (1) 14,000 s.f. station and (1) 8,000 s.f. station, all combination masonry, steel and wood constructed buildings. The buildings incorporate solar hydronic heating and photovoltaic technologies to incorporate LEED building design methods in Silver Springs and Stagecoach, NV.

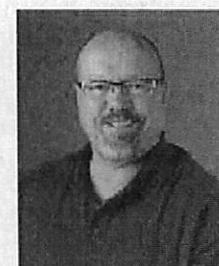
Schluter Systems - General Contractor - 97,500 s.f. LEED Gold Certified, consisting of a 2-story office section (22,500 s.f.) training center/office, combined with a 75,000 s.f. warehouse/distribution center. This state-of-the-art facility features a multitude of sensible and sustainable technologies to maximize energy efficiency, water usage and air quality including 36 geothermal wells, solar panels, and solar walls.

REFERENCES

Mark Korinek, Manager, Operation Services, Carson City School District	775-283-2181
John F. McKenna, CPA, Trustee, Carson City School District	775-883-2908
Greg Hess, Owner's Representative, Storey County School District	775-848-1198
George Goodspeed, Safety/Environmental Manager, Bently Pressurized Bearing	775-783-4622

ROLE ON THE MULTI-USE ATHLETIC CENTER (MAC) - CMAR PROJECT

Jerry will be involved in both pre-construction and construction services. He will work with the superintendent on all phases to include construction, scheduling, subcontractor performance, quality control, and safety compliance.



Years of
Experience: 40

Years with Miles
Construction: 10

Education:
Apprenticeship
program in Carpentry,
San Marcos, CA



Stacy Reid
Project Manager

QUALIFICATIONS

Stacy has over 24 years experience in the construction industry in many different facets. His positions with builders have ranged from Superintendent, Director of Construction to Project Manager. He has been the lead Construction Manager on several public works related projects equaling over thirty million dollars of work. He possesses the ability to work well with all the team members to help them be successful and produce quality workmanship while managing a tight budget and schedule. Stacy is an articulate communicator, able to elicit outstanding performance from a diverse array of professionals. He has been highly successful in developing relationships to bring projects to completion on time and under budget. Stacy's strengths are his strong leadership, organizational, communication, and negotiation skills.

Stacy joined Miles Construction in early 2007 as a Project Manager. His responsibilities include estimating, contract and subcontract negotiations, and scheduling from the submittal process through construction, and close-out documents.

REPRESENTATIVE PROJECTS

Carson City School District (Bond 2010) - Construction Manager at Risk - Empire Elementary School, 27,000 s.f. and Eagle Valley Middle School, 17,000 s.f. additions and remodels, including a new gym in Carson City, NV.

Sierra Lutheran High School - General Contractor - 31,000 s.f. high school including classrooms, administration offices, and gym, combination of masonry and pre-engineered steel in Douglas County, NV.

Virginia City Youth & Community Center - Construction Manager at Risk - 4,600 s.f. youth center and health clinic, combination pre-engineered steel and CMU, in Virginia City, NV.

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Belimo Americas - General Contractor - 18,000 s.f. warehouse and assembly facility featuring pre-engineered steel and masonry construction. This project is registered LEED Gold.

REFERENCES

Keith Shaffer, P.E., Carson City School District	(775) 283-2031
Kathy Hone, Trustee, Sierra Lutheran High School Association	(775) 782-7327
John Gillenwater, Fire Chief, Central Lyon County Fire District	(775) 246-6209
Amy Cervantes, Project Manager, Belimo Americas	(775) 412-7677

ROLE ON THE MULTI-USE ATHLETIC CENTER (MAC) - CMAR PROJECT

As with the representative projects listed above, Stacy's main focus as Project Manager, Lead Estimator, and Schedule Coordinator, will be leading the Miles' team through the bid process, maintaining and tracking the budget and scheduling progress, and ensuring that the subcontractors stay on task throughout the pre-construction phase, construction phase, and close-out process.



Years of
Experience: 25

Years with Miles
Construction: 6

Education:
University of Montana,
Missoula

University of Nevada,
Reno

Home Builders
Institute, Certificate of
Project Management

Various other
continuing education
certificates



John Burr
Superintendent

QUALIFICATIONS

John has 26 years of professional construction experience. This experience includes a wide variety of projects. He has excellent communication skills, is extremely organized, dependable, energetic, and has high expectations of himself and his surrounding staff. In addition, John has excellent computer skills and an outstanding safety record.

REPRESENTATIVE PROJECTS

Carson City School District (Bond 2010) - Construction Manager at Risk - Empire Elementary School, 27,000 s.f. and Eagle Valley Middle School, 17,000 s.f. additions and remodels, including a new gym in Carson City, NV.

Dynamic Isolation Systems - General Contractor - 100,000 s.f. manufacturing facility. Work included full site development and construction of concrete tilt wall building with tenant improvement located in the Tahoe Reno Industrial Center.

Lainer Terebyte - General Contractor - 100,000 s.f. manufacturing facility; Tilt-wall construction with high-end tenant improvements in Reno, NV.

Los Altos Crossing - General Contractor - 60,000 s.f. retail center. Work included full site excavation, development and construction of wood framed buildings in Sparks, NV.

Big Wheel Casino - General Contractor - 19,000 s.f. precast concrete casino, restaurant, convenience store, and fueling station in Fernley, NV.

Great Basin Brewery - General Contractor - 5,000 s.f. restaurant tenant improvement in Reno, NV.

Incline Village Elementary School - (General Contractor) - 50,000 s.f. - Owner: Washoe County School District. Work included full site development and construction of CMU/Wood framed new Elementary School.

Silver Springs High School - (General Contractor) - 90,000 s.f. - Owner: Lyon County School District. Work included full site development and construction of Pre-Cast Concrete and Metal/Wood framed new High School.

Healdsburg High School - (General Contractor) - 35,000 s.f. - Owner: Healdsburg Unified School District. Work included site development and construction of Structural Steel/Wood framed remodeled and new construction.

REFERENCES

Keith Shaffer, P.E., Carson City School District	(775) 283-2031
Larry Letts, V.P. Field Operations - Lusardi Construction Co.	(760) 744-3133
Joe Gabica, Dir. Planning & Design - Washoe County School District	(775) 789-3839
Ed Shaw - Shaw Consulting Services	(775) 853-0800

ROLE ON THE MULTI-USE ATHLETIC CENTER (MAC) - CMAR PROJECT

John's focus will be that of full time superintendent for the project. His previous experience will be invaluable in providing a quality project on time and within budget. John's experience will be truly felt with the coordination aspects of executing a large scale project.



Years of
Experience: 27

Years with Miles
Construction: 7 1/2

Licenses:
State of Nevada
General Contractor,
Class B since 2005



Dale Dunnet
Preconstruction Coordinator

QUALIFICATIONS

After being hired at Harrah's Lake Tahoe in 1988, Dale began his career path to Design and Construction Manager, responsible for millions of dollars of annual capital expenditures in the demanding hotel/casino industry. Responsibilities over the years included every facet of project coordination and management from initial conceptual meetings, to final design and budget, to managing the construction to completion of a large variety of jobs ranging from \$2,000 to \$2,000,000. Specializing in high-end design and construction, projects included executive offices, a luxurious day spa, bars and lounges, and high-end luxury suites. Dale was also instrumental in implementing several energy saving strategies throughout the hotel/casino, including the retrofitting of thousands of light fixtures from incandescent to compact fluorescent lamps and the installation of variable frequency drives on multiple chillers and other plant equipment to increase the overall energy efficiency of the operation.

Since joining Miles Construction in 2006, Dale has been involved in the design, coordination, and construction of a large variety of conventional and pre-engineered steel facilities including manufacturing, warehousing, offices, retail, public works, and more. Several of these projects have involved sustainable design and Dale is currently working on multiple projects seeking LEED certification, including a fire station and a manufacturing/training facility. In addition, Dale is also responsible for ensuring the entitlement process for each project is completed as expeditiously and as cost effectively as possible. This includes coordinating the various design disciplines from conception to plan submittal, as well as interfacing with the governmental and utility agencies in the project area.

REPRESENTATIVE PROJECTS

Carson City School District (Bond 2010) - Construction Manager at Risk - Empire Elementary School, 27,000 s.f. & Eagle Valley Middle School, 17,000 s.f.) additions and remodels, including a new gym in Carson City, NV.

Sierra Lutheran High School - General Contractor - 31,000 s.f. high school including classrooms, administration offices, and gym, combination of masonry and pre-engineered steel in Douglas County, NV.

Central Lyon County Fire District (2) Stations - Construction Manager-(1) 14,000 s.f. station and (1) 8,000 s.f. station, all combination masonry, steel and wood constructed buildings. The buildings incorporate solar hydronic heating and photovoltaic technologies to incorporate LEED building design methods in Silver Springs and Stagecoach, NV.

Schluter Systems - General Contractor - 97,500 s.f. LEED Gold Certified, consisting of a 2-story office section (22,500 s.f.) training center/office, combined with a 75,000 s.f. warehouse/distribution center. This state-of-the-art facility features a multitude of sensible and sustainable technologies to maximize energy efficiency, water usage and air quality including 36 geothermal wells, solar panels, and solar walls.

Belimo Americas - General Contractor - 18,000 s.f. warehouse and assembly facility featuring pre-engineered steel and masonry construction. This project is registered LEED Gold.

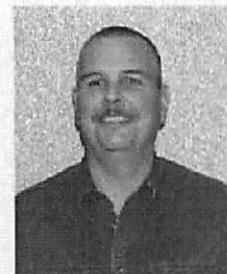
Bently Biofuels Outpost - General Contractor - 5,000 s.f. biofueling station and convenience store in Minden, NV. This facility is the first LEED Gold Certified fueling station and convenience store in the nation.

REFERENCES

David Lundergreen, Chief Building Officer, Douglas County	(775) 782-6220
Kevin Gattis, C.B.O., Carson City Chief Building Official	(775) 887-2810
Amy Ray, Fire Marshal, Truckee Meadows Fire Protection District	(775) 313-1592
Dean Haymore, Dir. Of Community Development Dept., Storey County	(775) 847-0966

ROLE ON THE MULTI-USE ATHLETIC CENTER (MAC) - CMAR PROJECT

As with the representative projects listed above, Dale will be coordinating the entitlement process with all state and local authorities as well as with the specified utilities.



Years of
Experience: 23

Years with Miles
Construction: 7

Certifications:
LEED Accredited
Professional Certified
by the Green Building
Certification Institute



Michael Barrette
Project Engineer

QUALIFICATIONS

Michael has over 25 years of experience in the construction and engineering fields with a broad range of industry knowledge. His experience includes project administration for engineering special inspection and testing contracts, commercial construction project management and project supervision. His record includes successful completion of multi-million dollar projects. He is proficient in construction management projects, administration, supervision & training, contract negotiations, estimating, scheduling, product design resolutions, building codes and regulation, and safety compliance management.

Michael joined Miles Construction in May 2012 as the Project Engineer on the multi-million dollar Empire Elementary and Eagle Valley Middle School projects for the Carson City School District. His responsibilities on these projects include submittals and RFI's. He is also working on estimating and proposals for new projects.

REPRESENTATIVE PROJECTS

Carson City School District (Bond 2010) - Construction Manager at Risk - (Project Engineer) - Empire Elementary School, 27,000 s.f. and Eagle Valley Middle School, 17,000 s.f. additions and remodels including a new gym in Carson City, NV.

Carson City School District - General Contractor - (Project Manager) - Maintenance Building in Carson City, NV.

Battle Mountain General Hospital - Construction Management - (Project Manager & Superintendent) - 5,100 s.f. Emergency Room and Dayroom, Battle Mountain, NV.

Minden Village - General Contractor - (Superintendent) - Thirteen (13) buildings, retail and office development in Minden, NV.

Carson Tahoe Medical Office Building - General Contractor - (Project Manager) - 40,000 s.f. office building in Carson City, NV.

GIC Ambulatory Surgical Center - General Contractor - (Project Manager) - 15,000 s.f. surgery center in Carson City, NV.

Skin Cancer Dermatology Institute - General Contractor - (Project Manager) - 14,000 s.f. Summit Award Winning office complex in Carson City, NV.

Carson Urology - General Contractor - (Project Manager) - 7,000 s.f. office building in Carson City, NV.

Carson Surgical Group - General Contractor - Project Manager) - 7,500 s.f. office building in Carson City, NV.

Merry Medical & Urgent Care Center - General Contractor - (Project Manager) - 9,000 s.f. medical facility and offices in Minden, NV.

REFERENCES

Jeff Shahseen, Owner, Shaheen Beauchamp Builders	(775) 885-2294
Forrest McMullen, Architect, HMC Architects	(775) 322-9475
Michael Lollich, Administrator, Carson Medical Group	(775) 883-3636
Jeff Frame, Architect, Frame Architecture	(775) 827-9977

ROLE ON THE MULTI-USE ATHLETIC CENTER (MAC) - CMAR PROJECT

As the project engineer, Mike will provide support to both project management and field supervision. He will provide assistance for both the pre-construction and construction phases. Responsibilities will include subcontractor pre-qualifications, tracking of submittals, tracking of RFI's, document management, assistance in the bidding process, etc.



Years of
Experience: 25

Years with Miles
Construction: 1

Certifications:

OSHA 30 Training

ICBO Certified Special
Inspector - Reinforced
Concrete

ICBO Certified Special
Inspector - Structural
Masonry

ACI Certified Level 1 -
Concrete Technician



Susan Osband
Project Administrator

QUALIFICATIONS

Susan has thirty-seven years of administrative experience with seventeen years in the construction industry. She was Controller and Office Manager for a general contractor and developer at Lake Tahoe for many years. Susan joined the Miles Construction team in 2003. She is proficient in many facets of the construction industry from the bid process through project completion. In the capacity of project administrator, she utilizes the Master Builder software program for progress billings, change orders, subcontracts and document control purposes, such as proposals, insurance certificates, license verifications, etc. She is also responsible for the generation of AIA and AGC contracts with project owners and billing coordination between owners, lenders, voucher control companies, SBA lending agencies, and Miles Construction. Susan is experienced in lien laws, bonding requirements, and governmental reporting, such as the labor commissioner's documentation and certified payroll requirements.

As project administrator, Susan has worked on nearly all our projects including the CCSD Bond 2010, CCSD Bond 2006 and the CCSD Bordewich-Bray 2002 Bond projects, executing the progress billing applications, issuing the contract documents, tracking prime contractors' billings, insurances, bonds, and compiling all the close-out documentation.

REPRESENTATIVE PROJECTS

Carson City School District (Bond 2010) - Construction Manager at Risk - Empire Elementary School, 27,000 s.f. and Eagle Valley Middle School, 17,000 s.f. additions and remodels, along with a new gym in Carson City, NV.

Schluter Systems - General Contractor - 97,500 s.f. LEED Gold Certified, consisting of a 2-story office section (22,500 s.f.) training center/office, combined with a 75,000 s.f. warehouse/distribution center. This state-of-the-art facility features a multitude of sensible and sustainable technologies to maximize energy efficiency, water usage and air quality including 36 geothermal wells, solar panels, and solar walls.

Virginia City Youth & Community Center - Construction Manager - 4,600 s.f. youth center and health clinic, combination pre-engineered steel and CMU, in Virginia City, NV.

Sierra Lutheran High School - General Contractor - 31,000 s.f. high school including classrooms, administration offices, and gym, combination of masonry and pre-engineered steel in Douglas County, NV.

Carson City School District (Bond 2006) - Construction Manager - Carson Middle additions/remodel, plus HVAC, roofing, & remodel projects throughout the District along with new football field, track and bleachers upgrades.

Carson City School District (Bond 2002) - Construction Manager - 30,000 s.f. masonry bldg, including classrooms, library, music room, and admin. office at Bordewich-Bray Elementary and 3 remodels.

REFERENCES

Kathy Hone, Trustec, Sierra Lutheran High School Association	(775) 782-7327
Mark Korinek, Manager, Operation Services, Carson City School District	(775) 283-2181
Shaun Griffin, Executive Director, Community Chest Inc.	(775) 847-9311
Mike Workman, Utilities Director, Lyon County Utilities Department	(775) 246-6220

ROLE ON THE MULTI-USE ATHLETIC CENTER (MAC) - CMAR PROJECT

As Project Administrator, Susan will be responsible for issuing the contract documents, executing progress billing applications, tracking subcontractors' billings, insurances, bonds, licenses, prevailing wage administration and compiling the close-out documentation.



Years of
Experience: 17

Years with Miles
Construction: 9 1/2

Education:
Mt. San Antonio
College, Walnut, CA
Business
Administration

Master Builder
Software Program
17 Years

State of Nevada
Notary Public
17 Years

EXHIBIT A



EXHIBIT A Project Experience

Construction Management

Project Facts:

- Contract Type:
CMAR
- Project Manager:
Stacy Reid
- Project Superintendent:
Greg Deines/John Burr
- Project Location:
4151 East Fifth Street
Carson City, NV
- Construction Method:
Remodel & Addition
- 16,500 s.f. Addition
- Remodel - various areas
throughout existing
75,000 s.f. buildings
- Upgrade to 75,000 s.f. of
existing Metal Roof
System
- Contract Award:
Preconstruction:
\$25,200.00
Construction Phase:
\$8,595,222.95
- Final Contract:
Savings Split Negotiations In Progress
- Scheduled Completion:
October 2012
- Actual Completion:
November 2012
- Schedule Deviation due to
added scope of work

Carson City School District Bond 2010 Eagle Valley Middle School



As Construction Manager at Risk, Miles Construction was responsible for both preconstruction services and construction services, where we performed constructability analysis, value engineering, budgeting, scheduling, advertising, contract negotiation and execution, change order resolution, and the completion of the construction and close-out processes.

The Eagle Valley Middle School project consists of both a remodel of the existing interior portions of the school and new construction. We added a new gymnasium that is approximately 11,000 s.f. and constructed of a combination of masonry and pre-engineered steel building. There is also approximately 5,800 s.f. of new administration and commons area on the north side of the existing building that are constructed of structural steel with metal panel walls and a membrane roof.

The existing kitchen was remodeled and expanded to provide better and more efficient service. The existing cafeteria and attached classrooms were remodeled into a new weight room and locker rooms to service the new gym. The existing administration offices was also remodeled into classrooms and teachers' lounge. The existing locker rooms were remodeled into classrooms. Several of the existing classrooms were remodeled, including the science rooms and band room. With the creation of the new modern gym, the existing gymnasium was remodeled into a multipurpose room to serve as both a gym and cafeteria.

The site improvements for the facility include relocation of the parent drop-off with the additions of a new entry for all public traffic. We also created a new staff parking area at the southeast corner of the site for better access of staff to the new administration addition. Other site improvements include new outdoor basketball courts, an amphitheater and new play areas for the students.

There were extensive upgrades to the existing school mechanical and lighting systems performed for more energy efficiency. This project was accomplished while maintaining a functioning campus of 650+/- students.

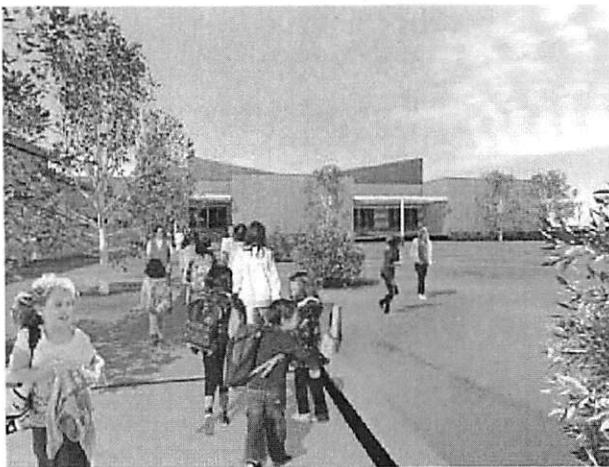
Contact:

Keith Shaffer, P.E.
CCSD Project Manager
Carson City School Dist.
1402 West King Street
Carson City, NV 89703
Phone: 775-283-2031



Construction Management

Carson City School District Bond 2010 Empire Elementary School



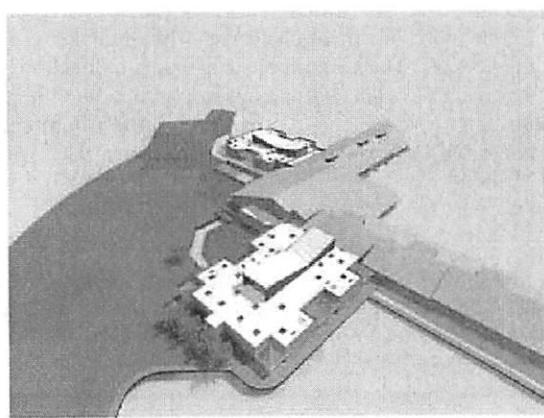
As Construction Manager at Risk, Miles Construction was responsible both preconstruction services and construction services where we performed constructability analysis, value engineering, budgeting, scheduling, advertising, contract negotiation and execution, change order resolution, and the completion of the construction and close-out processes.

The Empire Elementary School project, as part of the CCSD Bond 2010, consisted of both a remodel of existing interior portions of the school and new construction. We added approximately 25,000 s.f. of new classrooms comprised of two new classroom wings, one on the northeast and one on the northwest sides of the school. These additions were constructed on masonry walls with a combination of structural steel and wood roof structure with a membrane roofing material. The additions replaced old and failing temporary structures that were removed as part of these improvements.

The mechanical heating and cooling utilizes a water source heat pump system and the existing school was upgraded to use the same. Site improvements for this facility included a new delivery recessed dock, rework of the entire site drainage, new bus and parent drop off lanes, new fencing, new parking and new landscaping.

We remodeled the existing library to serve as the new administration offices, as well as remodeled the existing administration area to be used as the new library.

This project was accomplished while maintaining a functioning campus of 550+/- students.



Project Facts:

- Contract Type: CMAR - GMP
- Project Manager: Stacy Reid
- Project Superintendent: John Burt
- Project Location: 1260 Monte Rosa Drive Carson City, NV
- Construction Method: Remodel & Addition
- 25,000 s.f. Addition
- Remodel - various areas throughout existing 9,000 s.f. buildings
- Contract Award: Preconstruction Services: \$25,200.00
- Contract Award: Construction Phase: \$7,025,405.00
- Final Contract: \$7,076,133.00
- Deviation: Added Scopes of Work & \$53,000 Cost Savings to Owner
- Scheduled Completion: September 2012
- Actual Completion: August 2012

Contact:

Keith Shaffer, P.E.
CCSD Project Manager
Carson City School District
1402 West King Street
Carson City, NV 89703
Phone: 775-283-2031



Construction Management

Virginia City Youth & Community Center



The Storey County Community Chest contracted with Miles Construction as the Construction Manager at Risk to build their community center located in Virginia City. Shaun Griffin, Executive Director of the Community Chest and Art Hannifin, Architect of Hannifin Design Associates had been planning and designing this project for over twelve years. Given the limited funds available for the project, Miles Construction was consulted under a preconstruction contract in an effort to maximize the building for the funds available. This was the first of a two phase project.

The final building design for the first phase is 4,700 sq. ft., comprised of a 1,600 sq. ft. youth center with a kitchen, a 2,100 sq. ft. health clinic and a 1,000 sq. ft. nonprofit office area. The building is clad in metal siding and roofing to remain consistent with the historical buildings in the area. From the outside, the stairs that lead to the second floor resemble that of a mining structure. The building utilizes conventional high efficiency mechanical systems and energy efficient lighting. The second phase of the project will add over 5,000 sq. ft. of multipurpose room, additional offices and associated restrooms.

As Construction Manager, Miles Construction was contracted for both preconstruction services, as well as the construction of the facility. Miles Construction was consulted for constructability analysis, value engineering and budgeting during design. Once contracted for the construction, Miles duties included scheduling, advertising, contract negotiation and execution, change order resolution, and the completion of the construction and close-out processes. We were confronted with two main challenges while building this project, the first and most critical, was the budget. The Community Chest had a finite amount of funding to construct their facility and increasing the contract was not an option. The second challenge, related to the season in which we started and completed construction, winter. Virginia City is located at an altitude where they receive large quantities of snow which can impact scheduling. Through all the challenges, we were able to open the facility on time and within the original budget - this was a very successful project.

"Then came the almost unthinkable process of interviewing contractors—with which Art and Darin again helped me..... This, in turn, led us to yet another group of wonderful people—Jerry and Greg Deines, Cary Richardson, Stacy Reid and Susan Osband. Because of them, we came in under budget."
- Grand Opening Ceremony Speech - Shaun Griffin, Executive Director, Community Chest Inc.

Project Facts:

- Contract Type: CMAR
- Project Manager: Stacy Reid
- Project Superintendent: Greg Deines
- Project Location: 175 E. Carson Street Virginia City, NV
- Construction Method: CMU and Wood Roof Structure
- Project Budget: \$930,000
- Cost Savings were realized by Owner Paying Materials Direct for Sales Tax Savings
- Completion Date: March 25, 2011
- Both Contract Award Amount and Original Scheduled Completion Date were realized - No Deviations.

Contact:

Shaun Griffin
Executive Director
Community Chest Inc.
P.O. Box 980
Virginia City, NV 89440
Phone: 775-847-9311



Construction Management

Central Lyon County Fire Station #37



The Fire District contracted with Miles Construction as the Construction Manager to build the first two stations of a phased expansion of the District's assets. The first station #32 was completed in November 2008 and the second station #37 was completed in April 2011. Station 37 is 11,000 sq. ft. in total size and consists of 4,000 sq. ft. of staff dormitory and 7,000 sq. ft. of apparatus bay. This facility was designed for a full staff with the ability to house additional staff as the area grows and the demand for emergency services increases.

Station #37 incorporates training components, such as a confined space prop, manhole rescue prop, rock climbing wall and a repelling wall, which are unique for fire houses. It is anticipated that the training components will be utilized by many neighboring fire districts to train their personnel.

The mechanical system is comprised of a building wide radiant floor heating system, an evaporative cooling system in the apparatus bays and a secondary hydronic forced air heating system in the dorms with a conventional forced air cooling system. The electrical system is supplemented by a 30kW photovoltaic solar system that was fully funded by rebates through Nevada Energy. The structure is constructed with a combination of masonry and pre-engineered steel building. The materials utilized were specified to stay consistent with the designs of the newest facilities and provide durability, as well as, offering a pleasing aesthetic quality.

As Construction Manager, Miles Construction was responsible for the entire design and construction process, including the design team selection, constructability analysis, value engineering, budgeting, scheduling, advertising, contract negotiation and execution, change order resolution, and the completion of the construction and close-out processes.

Miles Construction has been a long term partner with the fire district - we are the preferred Construction Managers for their facilities. We are currently working with Central Lyon County Fire District to develop and construct three additional solar projects at various facilities within the district. These projects are slated to be completed before the end of fall.

Project Facts:

- Contract Type: GMP - CM as Agent
- Project Manager: Stacy Reid
- Project Superintendent: John Norgard
- Project Location: 101 Alice Springs Way Stagecoach, NV
- Construction Method: Masonry/Pre-engineered Steel
- Contract Award: \$2,493,230.00
- Final Contract: \$2,334,694.00
- Contract Deviation: Reduction in Scope of Work
- Scheduled Completion: April 22, 2011
- Actual Completion: May 10, 2011
- Schedule Deviation: Delayed State Boiler Inspection

Contact:

John Gillenwater
Fire Chief
Central Lyon County Fire
District
231 Corral Drive
Dayton, NV 89403
Phone: 775-246-6209



Construction Management

Central Lyon County Fire Station #32



The Fire District contracted with Miles Construction as the Construction Manager to build the first two stations of a phased expansion of the District's assets. The first station #32 is a 8,000 sq. ft. and consists of 6,000 sq. ft. of apparatus bays and 2,000 sq. ft. of office and training facilities. The building was designed for a future expansion of 4,000 sq. ft. of living quarters in the event there is a future requirement for a fully manned station. The building incorporated the use of radiant floor heating system throughout and will utilize solar heated water for that purpose. The district is investigating alternative heating solutions in an effort to reduce operating expenses. The structure is a combination of masonry and a pre-engineered metal building. The objective with these materials is to represent the required look while reducing the construction costs. The second facility the district and Miles Construction are currently working on design for will be larger and fully manned.

Station #37, located in Stagecoach, will be a total of 12,000 sq. ft. separated into 8,000 sq. ft. of apparatus bays and 4,000 sq. ft. of living quarters and office space.

As Construction Manager, Miles Construction was responsible for the entire design and construction process, including the design team selection, constructability analysis, value engineering, budgeting, scheduling, advertising, contract negotiation and execution, change order resolution, and the completion of the construction and close-out processes.

"They worked as part of our team keeping the best interest of the fire district as their foremost important function. The successful process of Construction Management in building of Station 32 has solidified our decision to use Construction Management in our next facility project and to use Miles Construction as our representative." —John Gillenwater, Fire Chief

Project Facts:

- Contract Type: GMP-CM as Agent
- Project Manager: Stacy Reid
- Project Superintendent: John Norgard
- Project Location: 1135 W. Spruce Ave. Silver Springs, NV
- Construction Method: Masonry/Pre-engineered Steel
- Contract Award: \$1,997,536
- Final Contract: \$1,970,751
- Contract Deviation: Rebate remaining funds to Owner
- Scheduled Completion: October 23, 2008
- Actual Completion: November 17, 2008
- Schedule Deviation: Construction start date delayed due to delay in construction documentation completion

Contact:

John Gillenwater
Fire Chief
Central Lyon County Fire
District
231 Corral Drive
Dayton, NV 89403
Phone: 775-246-6209

EXHIBIT A



Construction Management

Project Facts:

- Contract Type:
CMAR
- Project Manager:
Stacy Reid
- Project Superintendent:
Greg Deines/John Burr
- Project Location:
4151 East Fifth Street
Carson City, NV
- Construction Method:
Remodel & Addition
- 16,500 s.f. Addition
- Remodel - various areas throughout existing 75,000 s.f. buildings
- Upgrade to 75,000 s.f. of existing Metal Roof System
- Contract Award:
Preconstruction: \$25,200.00
Construction Phase: \$8,595,222.95
- Final Contract:
Savings Split Negotiations In Progress
- Scheduled Completion:
October 2012
- Actual Completion:
November 2012
- Schedule Deviation due to added scope of work

Carson City School District Bond 2010 Eagle Valley Middle School



As Construction Manager at Risk, Miles Construction was responsible for both preconstruction services and construction services, where we performed constructability analysis, value engineering, budgeting, scheduling, advertising, contract negotiation and execution, change order resolution, and the completion of the construction and close-out processes.

The Eagle Valley Middle School project consists of both a remodel of the existing interior portions of the school and new construction. We added a new gymnasium that is approximately 11,000 s.f. and constructed of a combination of masonry and pre-engineered steel building. There is also approximately 5,800 s.f. of new administration and commons area on the north side of the existing building that are constructed of structural steel with metal panel walls and a membrane roof.

The existing kitchen was remodeled and expanded to provide better and more efficient service. The existing cafeteria and attached classrooms were remodeled into a new weight room and locker rooms to service the new gym. The existing administration offices was also remodeled into classrooms and teachers' lounge. The existing locker rooms were remodeled into classrooms. Several of the existing classrooms were remodeled, including the science rooms and band room. With the creation of the new modern gym, the existing gymnasium was remodeled into a multipurpose room to serve as both a gym and cafeteria.

The site improvements for the facility include relocation of the parent drop-off with the additions of a new entry for all public traffic. We also created a new staff parking area at the south-east corner of the site for better access of staff to the new administration addition. Other site improvements include new outdoor basketball courts, an amphitheater and new play areas for the students.

There were extensive upgrades to the existing school mechanical and lighting systems performed for more energy efficiency. This project was accomplished while maintaining a functioning campus of 650+/- students.

Contact:
Keith Shaffer, P.E.
CCSD Project Manager
Carson City School Dist.
1402 West King Street
Carson City, NV 89703
Phone: 775-283-2081



General Contractor

Sierra Lutheran High School



The building was constructed using a combination of materials. The gymnasium utilized the pre-engineered steel building primarily to provide the required open spans. The outer walls of the gym have a masonry block up to twenty two feet to provide a durable surface in the gym environment. The administration section used a combination of structural steel and standing seam metal siding to obtain the unique architectural look the architect was going for. The classrooms and commons areas were constructed of masonry walls and a wood truss roof structure. The use of masonry for the walls was again for durability while the use of more conventional wood trusses for the roof was a way to keep the overall cost lower than it would have been using a metal structure. This facility also incorporated many high tech features from full integration of the automatic access control system to the use of a mechanical and lighting control system.

Some challenges that we faced during this project included combining of the different materials, time of year for construction, assisting the owner in finding cost savings, the use of their tax exempt status to have the school buy direct much of the material. It was difficult to combine all the different materials into one building for two main reasons, one from a standpoint of scheduling and two, dealing with the interaction of the different materials. The main structure was constructed during winter, which also created challenges you would not have during warmer months. We have been working with the owner on a continuing basis to try and reduce costs overall in an effort to free up enough funding to be used to complete the gym interior which is not a part of the base project. Additionally we assisted the owner in purchasing material directly from suppliers to save tax dollars. We have been able to save approximately \$68,000 overall in taxes for the owner. This project presented many unique issues and experiences and it has been a very rewarding project.

As the General Contractor, Miles Construction was responsible for the coordination of the design team and the entire construction process, including constructability analysis, value engineering, budgeting, scheduling, contract negotiation and execution, change order resolution, and the completion of the construction and close-out processes.

The SLHSA Board of Directors, the Finance and Building Committees, the staff and students, and our parents and donors are all incredibly thankful for all that you, Bill, Stacy, Greg, Susan, Dale, and so many others have done for us throughout the process of developing, and then constructing, the new campus. Your attention to detail, patience with those of us who are new to a building process, punctuality with responses to an endless string of questions and concerns, cooperation with our lenders, understanding of the financial limitations we faced, and positive spirit throughout the past fifteen months have been deeply appreciated.—Norm Brauer, Executive Director, Sierra Lutheran High School

Project Facts:

- Contract Type: Lump Sum
- Project Manager: Stacy Reid
- Project Superintendent: Greg Deines
- Project Location: 3601 Romans Road Carson City, NV
- Construction Method: Pre-engineered Steel, Masonry and Wood Roof Structure
- Contract Award: \$4,710,642
- Final Contract: \$8,750,707
- Contract Deviation:
 - \$199,640 in Cost Savings on Bldg.
 - \$37,327 Rebate remaining funds to Owner
 - \$56,000 Deduct Booster Station from Scope of Work
 - \$666,968 Owner Paid Materials Direct for Sales Tax Savings
- Scheduled Completion: May 4, 2010
- Actual Completion: June 1, 2010
- Schedule Deviation: Delay in Lender's Authorization to Proceed and Release of Construction Funds

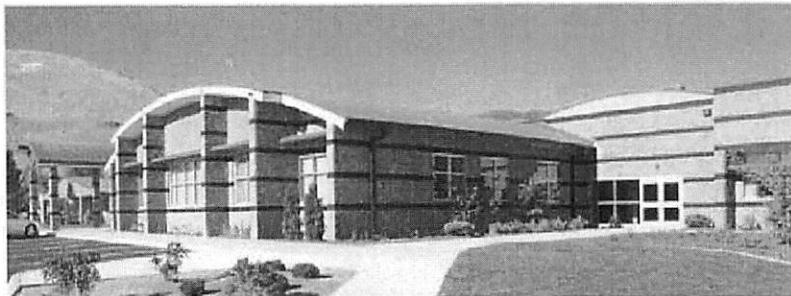
Contact:

Kathy Hone
Owner's Representative
Sierra Lutheran
High School Assn.
1617 Water Street, #S
Minden, NV 89423
Phone: 775-782-7327



Construction Management

Carson City School District Bond 2006



Carson Middle School

Best Qualified Construction Manager

Carson City School District conducted a stringent interview process to select a Construction Manager. The District deemed Miles Construction to be the best qualified for this position, because Miles Construction's philosophies and operational practices were consistent with and embodied those of the taxpayer and the School District.

As Construction Manager, Miles Construction was responsible for the entire design and construction process, including the design team selection, constructability analysis, value engineering, budgeting, scheduling, advertising, contract negotiation and execution, change order resolution, and the completion of the construction and close-out processes.

The Carson City School District 2006 BOND was a \$25 Million BOND project comprised of numerous components that were specific in nature to address many areas of concern and energy efficiencies throughout the District.

The District felt it was necessary to incorporate new technologies with respect to heating and air conditioning in an effort to reduce operation costs. The District also felt the second most crucial issue was to ensure that the aging roofs at many schools would be either replaced or repaired to prevent more costly repairs in the future. Lastly, in staying consistent with energy efficiency and student safety, it was deemed necessary to renovate one of the oldest buildings in the District, Carson Middle School. The ultimate goal was to combine three separate buildings into one, discontinue use of 23,000 s.f. of outdated portables that were costly to maintain, and provide the children a way to circulate between classrooms while staying in a controlled environment. This project was accomplished while maintaining a functioning campus of 1,200 students.

"Once the objective was clear, Miles knew exactly what the school district wanted, why they wanted it, and what needed to be done to provide it. Change was constant and they "rolled with the punches" better than anyone I've worked with in the field before." —Brad Van Woert-Sheehan, Van Woert Bigotti

"Your firm's assistance as the District's construction manager provided substantial savings in time and money during both projects. A key factor in obtaining these savings was Miles Construction's involvement in the initial planning stage and local knowledge." "All of your projects for the CCSD were accomplished while students were present in the schools and class was effectively conducted. Your sensitivity to the needs of the schools, students, parents, and teachers was instrumental in the Public success of the projects, as well as the financial success." —John McKenna, CPA, Trustee, CCSD

Project Facts:

- Contract Type:
GMP - CM as Agent
- Project Manager:
Stacy Reid
- Project Superintendent:
Greg Deines/John Burr
- Project Location:
1140 W. King Street
Carson City, NV
- Construction Method:
Renovation &
Redesign
- Contract Award:
\$25,000,000
- Final Contract:
\$25,075,143
- Contract Deviation:
Owner directed
increase in scope to
utilize interest earned
- Scheduled Completion:
(Carson Middle School)
August 2008
- Actual Completion:
(Carson Middle School)
August 2008
- Other phases were completed on schedule in
December 2008

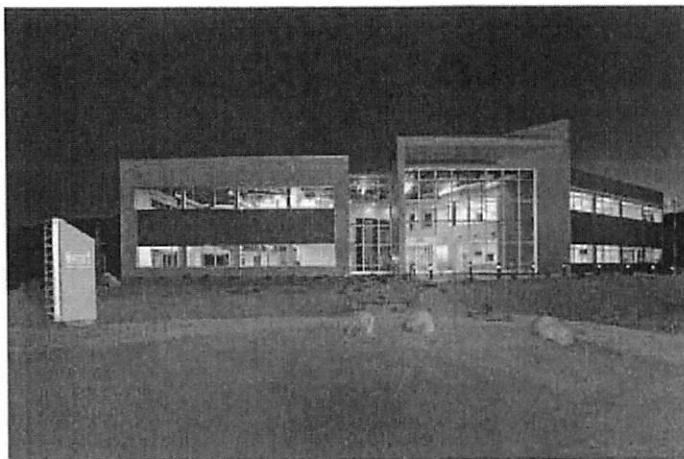
Contact:

Richard Stokes
Superintendent
Carson City School
District
1402 West King Street
Carson City, NV 89703
Phone: 775-283-2100



General Contractor

Schluter Systems



The 95,000 square foot West-Coast distribution center and training facility consists of a 75,000 square foot warehouse constructed with pre-engineered steel and a 20,000 square foot office constructed with structural steel. This unique facility was built to suit with the Architect, Cathexes of Reno. Miles Construction was the general contractor for the state-of-the-art, eco-friendly facility. Designed to meet the most stringent LEED Gold certification standards, the company used local workforce including engineers, designers, architects, and consultants specialized in green building technologies.

Over 41,000 sq. ft. of tile has been installed throughout the facility. No carpets, vinyl, hardwood or other surface coverings were used. Tile was not only used on floors, it was also the material chosen for the exterior façade, with 24" x 24" porcelain tile applied over a combination of Schluter-KERDI-BOARD and Schluter-DITRA-DRAIN.

Schluter Systems commitment to the environment goes far beyond their products. This facility utilizes many innovative technologies and reusable energy. Notable features include:

- Ground Source Heat Pumps;
- Radiant Floor Heating and Cooling;
- Radiant Wall Heating and Cooling;
- Solar Wall (Passive Solar);
- Photovoltaic;
- Daylight Harvesting;
- Solar Hot Water;
- Rain Water Harvesting;
- Living Wall;
- Earth Tube (Pre-Conditions Intake Air); and
- VESDA Fire System.

As the General Contractor, Miles Construction was responsible for the entire design and construction process, including the design team selection, constructability analysis, value engineering, budgeting, scheduling, contract negotiation and execution, change order resolution, and the completion of the construction and close-out processes including LEED administration.

* The Final Contract Value does not include the Owner supplied costs for the ceramic tile throughout the building, the Bekotech, the KERDI-BOARD, and the DITRA.

Project Facts:

- Contract Type: Build - to - Suit
- Project Manager: Cary Richardson
- Project Superintendent: Frank Maxim
- Project Location: 100 Germany Court McCarran, NV 89434
- Construction Method: Warehouse - Pre-engineered Steel Office - Structural Steel
- 95,000 s.f. Build - to - Suit
- Gold LEED Certification
- Contract Award: \$6,642,267
- Final Contract: *\$7,848,000
- Contract & Schedule Deviation: Owner directed increases in scope of work
- Scheduled Completion: July 2011
- Actual Completion: September 2011

Contact:

Joseph Colasurdo
Owner's Representative
Dahlon Enterprises, Inc.
1870 Sources Blvd., #104
Pointe-Claire, Quebec,
Canada H9R, 5N4
Phone: 403-926-7778



General Contractor

Nevada State Printing Warehouse



Miles Construction provided general contracting services and coordinated closely with the State regarding unique requirements and logistics. Due to the site constraints and proximity to the city streets while under construction, we coordinated closely with NDOT for road closures to facilitate panel lifts and street improvements.

In addition to the warehouse, Miles Construction completed the 9,000 s.f. Tenant Improvement Office Remodel with a construction cost of \$1,785,000.



Project Facts:

- Contract Type:
GMP
- Project Manager:
Lora Morrison
- Project Superintendent:
John Norgard
- Location:
301 S. Stewart Street
Carson City, NV
- Construction Method:
Precast Concrete
- Total Square Feet:
35,000 - Warehouse
9,000 - Office TI
- Contract Award:
Warehouse
- \$4,700,000
Office TI
- \$1,935,000
- Final Contract:
Combined: \$6,604,736
- Contract Deviation:
Owner directed
reduction in exterior
improvements
- Scheduled Completion:
January 2008
- Actual Completion Date:
January 2008

Contact:

Ed Shaw
Owner's Rep.
Legislative Counsel Bureau
State of Nevada
401 South Carson St.
Carson City, NV 89701
Phone: 775-853-0800

EXHIBIT A



 *1. Describe your approach to performing pre-construction services.*

As with all of our projects, once we have been selected by the owner, we work diligently toward making sure that we understand the owner's goals for the project and their expectations of the various team members. The history of this project creates a unique set of challenges that which plays into our strengths. We pride ourselves in developing alternatives through the value engineering process that lower the overall project costs without compromising the fundamental requirements and functionality of the facility. *With our goals focused on maximizing the tax payers dollar, maintaining the budget, design integrity, quality, schedule, and safety, we will start this project by implementing Team Collaboration to ensure that we start and finish as one team.*

-  *Owner's Role:* It is imperative that the owners take an active role in both the pre-construction and construction of a project. Owners should assist in establishing scopes of work, defining expected quality, setting critical milestone dates and communicating to the team overall goals of the project.
-  *Design Team's Role:* The role of the design team is to take the input of the owner on an intended scope of work and apply it to the plans and specifications while providing an aesthetically pleasing and functional product that meets all governing codes. This must be accomplished while maintaining tight budgetary controls within a very dynamic environment. The vigorous collaboration between the design team and contractor at this stage of the project is critical to the future success of the project. The team must be flexible in considering alternate construction methods and/or materials and work closely with the other team members to ensure all parties are provided the information required to progress effectively and efficiently.
-  *Construction Manager's Role:* The role of construction manager is to work closely with both the owner and architect in a collaborative team approach. The contractor must implement and facilitate the plan, manage the entire pre-construction and construction processes, while providing the necessary information to allow the owner and architect to make informed decisions on various components of the project. Ensuring high quality construction within the established budgets, and firm, but fair managing of the various subcontractors are essential roles of the contractor. It must be a priority of the contractor to provide ongoing cost estimates during the pre-construction phase to identify design/cost impacts on the project in order to maximize the final product while staying within the budget parameters.

 *2. Describe how you would typically involve subcontractors in the pre-construction process and obtain subcontractor bids in a CMAR process.*

Our philosophy regarding subcontractors can be summed up in one word – partnership. We will require input from local subcontractors during the pre-construction process, the constructability analysis, preliminary estimates, and coordination with the design team. We will utilize subcontractors for all major trades on this project; the only item we may self-perform will be misc. carpentry. Miles Construction's long-term presence in the local community and relationship with the local subcontractor base allows us to solicit their input as this is a collaborative process and involving the local subcontractors is part of that collaboration. Additionally due to volatile material costs, it is essential to have budgetary input from the local subcontractors as well as employing their expertise to aid in the constructability review and provide input for ease of construction. Constructability is a combination of elements and can be summarized as follows.



- **Construction Materials:** Materials must be cost effective and readily available in the local area. Construction materials must also be suited for our climate and complement the local architecture. The durability and maintenance aspect of all materials must be fully understood. We will actively pursue utilization of alternative materials to maximize the value of the facility.
- **Option Analysis:** Options with respect to construction materials must be examined, as well as the configuration of the building, and how they influence the overall project. Miles Construction works closely with the owner in researching and vetting these options to insure the owner is receiving the best value. This is a systematic approach that the entire team must perform together.

■ *Subcontractor Bidding*

Adequate bid coverage to ensure competitive pricing from a qualified group of local subcontractors is the ultimate goal. For a project of this scale, utilizing the construction management delivery mechanism, we feel that a local subcontractor project fair is warranted. During the project fair, the scope and required trades for the overall project is discussed, more importantly the specifics of the process are presented. The bidding schedule, pre-qualification process, bidding process, prevailing wage, bid forms etc. are discussed in detail. We will ensure that all local subcontractors are provided the knowledge to allow them to be part of this significant project in their community.

In addition to the subcontractor fair, advertising and emails, we create a project specific bid list from our in house data base. Each subcontractor is personally contacted by our staff and informed of the project. We dedicate resources to seek out subcontractors to increase interest and the overall number of qualified bidders to ensure good and thorough competitive bidding. We continue this effort to ensure their interest level, accuracy of their bid, and adherence to the bid process requirements. We guarantee that you are provided not only with multiple bids in each trade, but that the bids received are from knowledgeable local contractors that are highly qualified to work on your project.

- **Pre-Qualification:** With over 25 years invested in local communities the experience with the local construction industry provides us with unique insight when creating the list of potential subcontractors. We will create the prequalified subcontractor list based on criteria such as financial stability, insurance/bonding capacity, experience, workload, licensing and safety. This list generated primarily from a data base only provides partial awareness into the suitability of the subcontractor. We are currently working with or have worked recently with a large percentage of the local subcontractor force. We are one of the few contractors that possess first hand real time knowledge of the ever changing landscape of our local construction industry.
- **Creation of Bid Packages:** Miles Construction has extensive experience with the bidding process for alternative delivery methods. We have an excellent and comprehensive bidding package that provides thorough and complete information to the bidders. The package ranges from instructions on how to compile their bids, actual bid forms, detailed scopes of work, to the prevailing wage rates that pertain to the project and Carson City.
- **Scopes of Work:** These detailed scopes of work are created for each specific project and outline the responsibility of each trade. The scopes of work are created during the pre-construction process and are living documents during the design phase. No two projects are the same; therefore, the scopes of work must be specific to each project and each trade.
- **Q & A:** The project team members make themselves available during the bidding to answer any questions of the bidders. As RFI's (requests for information) are answered, we distribute the information to all the bidders to ensure everyone is bidding the project with the same information. We will meet with bidders to review plans and scopes of work if needed.



Bid Review: Once bids are submitted, Miles Construction's team will perform a detailed review of each bid. We will ensure that the entire scope of work has been accounted for and the bidder has covered each of their scopes as requested. A meeting with the best qualified bidder that provided the most complete and responsive bid will follow. During this meeting, we will again review the scopes of work and have the bidder initial each item as an acknowledgement that the scope is covered in it entirely.

3. Describe your approach to performing construction administration and construction management.

Given Miles Construction's experience using alternative delivery mechanisms, we have developed a process and reporting system that allows the owner to play an integral part in the pre-construction and construction portions of the project. Our accounting and estimating software, Master Builder, allows for flexible and versatile report creations that can be customized to the owner's specific needs. Additionally, as a part of the design build contractor's duties, we continuously update data and spreadsheets to track all costs in real time. This data is reviewed with the owner frequently, providing the comfort and confidence that the project is operating within the established parameters.

Communication is an essential component of every successful construction project. Establishing the structure of information flow is one of the first items that must be addressed. It is critical that all team members have a clear understanding of responsibility and reporting procedures. With today's technological advances, staying in communication is not the issue - communication management is the key. On a daily basis, there is constant communication that occurs via cell phone, office phone, voice mail, fax, text messaging and email. We manage the communication process by utilizing the proper form of communication for each occasion, this ranges from the simple text message to the use of an FTP site where all team members can access information on a continuous basis. In the end there is no substitute for face to face communication at a regularly scheduled weekly meeting for both the design and construction process.

Document Management

Miles Construction currently utilizes the ReproMAX DFS (Document Fulfillment System), an internationally recognized and accepted method of document retention and disbursement. The ability to post all drawings, specifications, budgets, schedules, costs, permit status, Requests for Information, shop drawings, submittals, meeting notes, etc., and having access to different levels based on security clearance will be necessary.

Miles Construction uses Sage Master Builder Construction Management Software, which enables us to gain better control of our company. It allows us to link four key areas of our business - estimating, production/project management, accounting, and analysis/reporting - into one integrated process. We also utilize standard and custom AIA Agreements including contracts, performance and payment bonds, application for payments, and change orders.

Prevailing Wage reports submitted by subcontractors are thoroughly reviewed to ensure the accuracy of wages, hours worked and fringe benefits, where applicable, as mandated by the Nevada State Labor Commissioner. When discrepancies are noted in the reporting process, we notify the subcontractor of such discrepancies. The subcontractor is required to submit revised wage & hour reports along with documentation substantiating the corrected payments.



4. Describe your approach to controlling the project construction budget and schedule.

Miles Construction utilizes a combination of Excel and Master Builder as our estimating system. Excel is generally used in the conceptual estimating stage, as it is more versatile to the numerous systems, phases, and components that we will be comparing during the initial evaluations. Once we move into more refined estimating, where design development and working drawings are progressing toward the systems we intend to use, we then move to our Master Builder software which becomes an integral part of our cost control systems for monitoring budgets versus actual costs for the various phases of the project.

- *Conceptual Estimates and Budgeting:* It is imperative that when we, as your contractor for this project, provide you with the budget information at various stages of design (i.e. - schematic, design development, 50% working drawings and the final budget), that they are accurate and consistent with the overall scope of the work, as decisions and programs will be changed/deleted based on these budgets. Early on, the preliminary estimates will be more systems/components with larger contingencies. As more information is developed, the more detailed the estimate will be in nature with less of a contingency factor.
- *Detailed Estimates:* Once we have established the budget for each of the components of the project, we then drill down the budget into a detailed estimate, which will run concurrently with the project drawings. Usually at 50% completion and then again at 90% completion, we will provide detailed estimates for each of these stages of drawing completion.
- *Level of Detail:* These detailed estimates are done in a manner that easily allows our entire team to review the options for various materials, products, systems-means and methods to make "real time" decisions on how best to proceed as it relates to overall budget, long term maintenance or life cycle costing, operating efficiency and aesthetics.
- *Cost Tracking:* At this point, we have a final budget for the project. This budget is used as the tracking mechanism for the contract breakdown. This will be done in as much detail as the client wants to track. We will then be able to track the total project budget versus actual costs for the project and as a whole. Budget updates and cost control reports will always be part of the monthly reporting procedures.

■ *Scheduling*

Scheduling and pre-planning are the most important tasks to insure the successful completion of the project. The logistics involved in coordinating and sequencing the construction activities on a project of this scale is a formidable challenge. Our experience in working with alternative delivery methods and completing similar scopes of work for various other projects will be invaluable.

The initial step in scheduling the project is a complete understanding of various factors to include the scope of the overall project, level of detail already available from the client's architect, goals for timing and completion, and limiting factors. With this information, a master schedule is created for the project indicating the main categories, links and durations for the project.

Further into the project, detailed schedules are developed on an ongoing basis that break down each of the various components to a more refined degree for the project. We will provide all bidding subcontractors an overall schedule for the project. Miles Construction's management team utilizes Microsoft Project for all scheduling. The personnel involved will be a combination of the project manager, senior project manager, and the superintendent.



In addition to a detailed master schedule showing items such as shop drawings, lead times, submittals, etc., the superintendent will develop a detailed day-by-day, "3-week look ahead" schedule that provides enough detailed information for every trade working during that period of work.

The key to scheduling is ensuring schedules are regularly and systematically updated with accurate information, while focusing on the critical path at all times to ensure any potential issues are resolved before they affect the critical path. As situations and challenges present, quick action and rescheduling, where appropriate, is a must to maintain control and meet the required completion date.

1. Monitoring Consultants: As the CMAR, Miles Construction is not only overseeing the construction, but must ensure timeliness and completeness of various scopes of work for numerous project consultants. Initially, joint meetings are established for each of the various phases of the project and all consultants, who are responsible for a portion of that phase, are required to attend.

After the initial kick off meeting where the owner's goals and requirements are established, and the initial schedule requirements are determined, regular design and follow up meetings are held with the necessary consultants, usually timed when drawings/documents are at the end of schematic phase. Once design development is in agreement with the owner's goals, a recheck is conducted to verify that the project is still within the budget constraints established. Consultants are then released into the working drawing element and review.

Consultants are continually monitored and the process is coordinated at 50% drawings/document stage, at 80%, and then prior to completion. Once complete, Miles Construction and each consultant thoroughly checks and coordinates with other disciplines. We involve various review agencies in this process, as necessary, to get their approval before we have completed documents for submission, this helps those agencies to become familiar with and have "pre-reviewed" the documents that will be submitted for approval. Miles Construction knows that it is imperative for our team members to be 100% involved in all the pre-construction processes to ensure the success of the project before construction begins.

2. Describe your approach to performing quality assurance/quality control during construction.

The goal of Miles Construction's Quality Assurance Program is to prevent mistakes. Building it right the first time according to the plans and specification is vital to our program's success. Miles Construction's Quality Assurance Program ensures our projects stay on schedule and on budget, while achieving the desired outcome for the owner.

Miles Construction's Quality Assurance Program focuses on tasks called Definable Features of Work (DFOW). A DFOW is a critical job that has unique control requirements. For each DFOW there are three phases of control.

3. Preparatory Phase: The review of contracts, drawings, specifications, test requirements, safety requirements, material orders, and submittals are all activities that are included in the preparatory phase. Delivery dates are documented to coincide with each phase of the project. Any issues that are discovered during this phase are noted, reviewed and resolved before the actual work begins. This ensures that mistakes are prevented - not corrected.



- **Initial Phase:** The issues that surfaced in the preparatory phase are again reviewed, so that the subcontractors get the work started in full compliance with contract documents, testing procedures, and that compliance with safety standards are confirmed.
- **Follow Through Phase:** As the work continues, monitoring, inspecting, and documentation of the DFOW is an essential part of the follow through phase. Confirmation of adherence to the contract requirements and quality standards that were discussed and reviewed during the Preparatory and Initial phases occurs on a continual basis in this phase. These activities are performed on a daily or scheduled basis to ensure expected quality standards.

Miles Construction's Effective Quality Assurance Program creates the proactive communication and action that is needed before critical aspects of the job are performed to ensure the job is done right the first time. If a deficiency is discovered or noted, it is recorded and addressed with the subcontractor's foreman immediately on site. This ongoing "punch list" eliminates the need for correction at a later date, which could cause more than one trade to be involved.

6. *Describe your approach to administering a safety program.*

In order to ensure the proper implementation of our Safety Program, Miles Construction retains the services of a full-time safety manager. Miles Construction uses a proactive approach to construction safety. The safety manager, working with the project managers and on-site superintendents, ensures that all state and federal regulations are followed. Weekly job site safety visits and audits are integral part of our safety program. We are members of Builders Association of Western Nevada Pro Group Management, which provides our safety manager with additional training and job site safety services. Our safety manager attends over 40 hours of continuing safety training education each year, which provides us with updated construction standards and OSHA regulations. We embrace OSHA and look to them as a member of the construction team that brings a unique set of talents. We may invite OSHA to the job site, review our procedures and act on their feedback. We have always found the best policy is to work with OSHA rather than against them.

7. *Describe your approach to achieving project close - out (commissioning, punch-list and warranty work).*

- **Final Punch List:** We pride ourselves on constructing a high-quality building and punching out as we go. The punch list process begins with our superintendent creating an internal punch list, which must be completed to our satisfaction before we walk the building with the owner. When we are confident the building is ready, a punch walk is scheduled with the owner and the architect. The list will be compiled, reviewed for accuracy, and then executed. Upon completion of the punch list, the project is walked again with the owner and architect to ensure all items have been properly addressed.
- **Commissioning:** All mechanical systems must be commissioned by a 3rd party to ensure the system is functioning as designed. Documentation and training is provided to the owner, in order to ensure proper maintenance and operation of the system. A complete set of record drawings, operation and owner's manuals, contractor, subcontractor, and equipment warranties, along with a listing of all major subcontractors and their contact information is provided.
- **Warranty:** Since nearly all of our work is negotiated, referrals or "word of mouth" is critical to our future success. Designing and constructing a quality product that stands the test of time is our mission. We have been known to perform warranty work years after the completion of the project. Standing behind our work for the long haul is simply how we do business and how we attract future business.



8. *Discuss your approach to request for change orders from subcontractors.*

Our approach to a request for change order from a subcontractor is to be firm, resourceful and fair. The key to successfully managing subcontractor change orders is to minimize the opportunities for them to occur and establishing base line costs. This is primarily accomplished during the preconstruction phase. The proper execution of the prequalification process which includes the creation of bid packages, scopes of work, question and answer process and bid review are critical to reducing the opportunity for change orders. The hourly rates, overhead and profit for potential change orders are agreed to prior to entering into a subcontract.

When we receive a request for change order the first step is gain a full understanding of the circumstances that led to the change order. The question that must be answered is whether or not this is a legitimate change order. If it is determined that indeed there is a basis for a legitimate change order, the next step is to determine the best approach to resolve the issue. Although the change order may originate from one trade, the issue may be better resolved through a modification to another trades scope of work. Factors such as cost, schedule impacts, constructability, and effect on functionality/life cycle are all taken into consideration when determining the best course of action. Once these steps of the process are complete we then negotiate with the effected trades to minimize the cost impacts. We work with subcontractors throughout the project to establish a give and take team atmosphere. We commonly provide scissor lifts, skytracks etc. to assist subcontractors in efficiently and economically executing their scope of work. The goal is to exchange services to mitigate change orders whenever possible. We will also leverage our relationship with subcontractors to reduce costs. Since we have long term relationships with the local subcontractor base, we can negotiate the change order amount. The final step is to determine where the responsibility lies, it may be with another subcontractor, the construction manager, the design team or the owner. The GMP will be established with reasonable allowances and contingencies for unforeseen issues, so that a legitimate subcontractor change order does not equate to an increase in the GMP.

9. *Discuss what you believe is a legitimate change order to the GMP contract for additional time, cost, and general conditions.*

There must be a material change in scope to the project that results in increased time, effort, cost and liability to the construction manager to warrant an increase in the GMP for additional time, cost and general conditions. With a project of this scale and our long term relationship based perspective on conducting business, minor adjustments to the project will not result in adjustments to the GMP.

10. *Discuss how you deal with adverse weather conditions and the potential cost/delays that might arise due to weather.*

With an August construction start weather conditions will certainly be a factor on this project. Our 25 years of experience of building in this area provides us the tools to minimize both the schedule and cost impacts of weather. The construction schedule will be created with the effects of weather taken into account. Reasonable float time will be built into the schedule during the winter months. When we have periods of good weather every effort will be made to pick up time to increase that float time. Sequencing of temperature sensitive trades is taken into consideration. An example is performing the asphalt paving in November while we still have adequate temperatures rather than hoping for adequate temperatures in March. With an accurate schedule the budget will carry the proper cold weather contingency dollars to allow for temporary heat and additional costs associated with inclement weather. We prefer to spend our cold weather dollars proactively rather than reactively.



Project Implementation

EXHIBIT A

As an additional example, we may work overtime to allow a concrete pour to take place ahead of an approaching storm rather than spending dollars to repair the damage from the storm and then place the concrete. Being a successful contractor in this region requires the ability to manage construction projects through our unique weather systems. It may be snowing today, but the good news is it will be totally different tomorrow, managing this is just one more aspect to a very dynamic process.

11. Provide an explanation of what work duties are being completed out of the office within Carson City (or contiguous counties to Carson City in Nevada).

Our company is located approximately 10 minutes from the project site and all work associated with this project will be conducted out of this office. Unlike some companies, this office is not a satellite office for a large national firm. Many of our employees are Carson City residents; we pay our local taxes and support our community. The majority of our projects are located within Carson City or contiguous counties. This region is our home - not just a business opportunity. We take our responsibilities to our employees and the community very seriously and look forward to doing business in Carson City for many years to come.

EXHIBIT A

Construction Over \$1,000,000
Completed in Past 5 Years



Project Name	Owner/Client	Method; Description	Contract Award	Final Contract	Scheduled Completion Date	Actual Completion Date
AGRU America	AGRU America	GC; 45K s.f.; Pre-eng. Steel/Masonry	\$6,382,454.00	\$7,983,991.00	05/2008	05/2008
	Contract Deviation: Owner purchased equipment direct					
ALM	Associated Laundry Management	GC; 14K s.f.; Pre-eng. Steel/Structural Steel	\$1,231,128.00	\$1,398,488.00	06/2011	6/13/2011
	Contract Deviation: Owner directed increases in Scope of Work					
Belimo Americas	Belimo Americas	GC; 17.8K s.f.; Pre-eng. Steel/CMU; LEED Certified	\$2,660,810.00	\$2,855,225.00	12/28/2009	12/17/2009
	Contract Deviation: Rebate Contingency to Owner					
Bently Biofuels Outpost	Bently Nevada Corporation	GC; 3.6K s.f.; Wood Framed; LEED Certified	\$1,338,034.00	\$1,542,923.00	09/2008	09/2008
	Contract Deviation: Added Scopes of Work: Solar System, Electrical & Site Work					
Big Wheel Casino	Zachary Capital Management	GC; 19K s.f.; Pre-cast Concrete	\$6,804,864.00	\$6,763,868.00	01/2010	01/2010
	Contract Deviation: Reduced Scope of Work					
Briggs Electric	Briggs Electric	GC; 5K s.f. Warehouse; 10K s.f. Office	\$1,723,605.00	\$1,758,552.00	12/2008	12/22/2008
	Contract Deviation: Added RV Parking Pad and Permit Fees paid by Miles					
Caroline Remodel	RPM/Caroline	GC; 20,000 s.f. remodel; Electrical/HVAC Upgrades	\$10,000.00	\$2,310,871.00	09/2012	9/10/2012
	Contract Deviation: Precon Agreement; Added Phase I; Added Tenant Improvement Scopes					
Carson City School District Bond 2008	Carson City School District	CM; Middle School Remodel; Roofing/HVAC Upgrades	\$25,000,000.00	\$25,075,143.00	08/2008	08/2008
	Contract Deviation: Owner increase in scope to utilize bond interest earned					
Carson City Toyota	Richard Campagni Family Trust	GC; 49K s.f.; Masonry/Wood	\$5,535,248.00	\$5,943,822.00	03/2010	03/2010
	Contract Deviation: Owner directed increases in Scope of Work					
Central Lyon Co. Fire Station #32	Central Lyon County Fire District	CM; 8K s.f.; Masonry/Pre-eng. Steel	\$1,997,536.00	\$1,970,751.00	11/2008	11/17/2008
	Contract Deviation: Owner paid direct for tax savings on pre-engineered steel bldg.					
Central Lyon Co. Fire Station #37	Central Lyon County Fire District	CM; 11K s.f.; Masonry/Pre-eng. Steel	\$2,493,230.00	\$2,334,694.00	05/2011	5/10/2011
	Contract Deviation: Owner paid direct for tax savings on pre-engineered steel bldg.					
Corpus Christi Church	Roman Catholic Bishop of Reno	GC; 14K s.f.; Pre-eng. Steel	\$3,576,153.00	\$2,941,075.00	03/2009	03/2009
	Contract Deviation: Owner paid materials direct to realize tax savings					
D & D Tire	Retiremen, Inc.	GC; 7.5K s.f.; Pre-eng. Steel	\$1,328,287.00	\$1,246,350.00	10/2009	10/26/2009
	Contract Deviation: Rebate Contingency to Owner & pre-eng. steel bldg. cost savings					
DIS Manufacturing Facility and Scougal Rubber TI	DIS Manufacturing	GC; 98.8K s.f.; Tilt-up	\$6,228,000.00	\$9,647,544.00	01/2008	06/2008
	Deviations: Added \$1.45M in Sitework; Added (2) TI Phases; Added Paint Booth & ChemLock					
Eagle Valley Middle School	Carson City School District	CMAR; 16.5K s.f.; Addition; 75K s.f. Remodel	pending savings split	\$8,595,222.00	10/2012	11/30/12
	Deviations: Pending Cost Savings Split; Schedule increased one month to added scope of work					
Empire Elementary School	Carson City School District	CMAR; 25K s.f. Addition; 9K s.f. Remodel	\$7,025,405.00	\$7,076,133.00	Sept. 2012	8/27/12
	Contract Deviation: Added Scopes of Work & \$53,000 Savings to Owner					
FM Mafco	FM Mafco	GC; 39K s.f.; Pre-eng. Steel	\$1,586,745.00	\$1,679,005.00	May 2011	6/22/2011
	Deviations: Owner directed changes in scope of work					
Jet Ranch	Valley Construction	Sub; 78K s.f.; Pre-eng Steel/Glass	\$2,060,492.00	\$2,059,898.00	02/2008	02/2008
	Contract Deviation: Added curtain wall supports and various scope changes					
Laine-Terebyte Facility	L.O. Terebyte	GC; 100K s.f.; Tilt-Wall; 2 Buildings	\$5,845,440.00	\$5,213,657.00	N/A	10/2008
	Contract Deviation: Eliminated TI Phase					
Los Altos Crossing Retail Center	Colliers International	GC; 60K s.f.; Wood Framed; plus various TIs	\$7,274,956.00	\$5,369,763.00	N/A	07/2008
	Contract Deviation: Eliminated (2) Buildings from Scope					
Naegle Renovations	Ridge Tahoe Property Owners Assn.	GC; Timeshare Renovations	\$154,087.00	\$2,863,670.00	N/A	6/16/2011
	Contract Deviation: Contract for Model Unit; Added 57 Units					
Nevada State Printing Warehouse	Nevada State Legislative Council	GC; 35K s.f.; Precast Concrete	\$6,604,736.00	\$6,635,000.00	01/2008	01/2008
	Contract Deviation: Owner revisions in Scope of Work; \$4.7M Warehouse Bldg/\$1.935 Office TI					

EXHIBIT A

**Construction Over \$1,000,000
Completed in Past 5 Years**



Project Name	Owner/Client	Method; Description	Contract Award	Final Contract	Scheduled Completion Date	Actual Completion Date
Niotan South Complex	Niotan, Inc.	GC; 2.8K s.f.; 2-Bldgs.; Masonry; Pre-eng. Steel Contract Deviation: Added Scopes of Work on T&M Basis	\$766,421.00	\$1,026,457.00	N/A	12/2008
Niotan Wet Processing Plant	Niotan, Inc.	GC; Interior Tenant Improvements Contract Deviation: Added HVAC, Electrical & various scopes of work on T&M Basis	\$192,274.00	\$2,630,999.00	N/A	01/2009
River Vista Commercial Center	River Vista Properties	CM; 60K s.f.; 6 Bldgs.; Metal/Wood Phases & scopes were added throughout the project; Deviations not applicable	N/A	\$7,400,000.00	N/A	10/2008
Saginaw Controls & Engineering	Saginaw Controls & Engineering	GC; 33K s.f.; Pre-eng. Steel/Masonry Contract Deviation: Owner directed added scopes of work	\$1,852,657.00	\$1,888,758.00	8/2010	8/24/2010
Schluter Systems	Schluter Systems	GC; 95K s.f.; Pre-eng. Steel/Struct. Steel Gold LEED Deviations: Build-to-Suit; Owner directed increases in scope of work	\$6,642,267.00	\$7,845,804.00	06/2011	10/14/2011
Sierra Lutheran High School	Sierra Lutheran High School Assn.	GC; Pre-eng. Steel/Masonry Deviations: Cost Savings; Rebate to Owner; Owner paid direct for materials for sales tax savings; Start date delayed by lender.	\$4,710,642.00	\$3,750,707.00	05/2010	6/1/2010
Sierra Restroom Solutions	Sierra Restroom Solutions	GC; 10K s.f.; Pre-eng. Steel Contract Deviation: Owner directed added scopes of work	\$1,092,829.00	\$1,154,106.00	06/2007	8/14/2007
The Ridge Tahoe	Ridge Tahoe Property Owners Assn.	GC; Timeshare Renovations Contract Deviation: Contract for Model Unit; Added Tower Renovations; Added Penthouse Renovations	\$41,227.00	\$1,477,926.00	N/A	6/25/2010
Town of Truckee Maintenance Bldg.	Town of Truckee	Sub; 20K s.f.; Pre-eng. Steel Contract Deviation: Added Erection to supply only contract in addition to owner-directed changes	\$917,307.00	\$1,259,573.00	N/A	9/30/2011
Virginia City High School	Storey County School District	CM; 6K s.f.; 2-Story; Masonry Addition Contract Deviation: Owner directed added scopes of work	\$1,434,382.00	\$1,634,750.00	01/2009	1/8/2009

I, Cary E. Richardson, Vice President, certify that Miles Construction has never been disqualified from any project (per NRS 338.1691.2).

Date: March 21, 2013

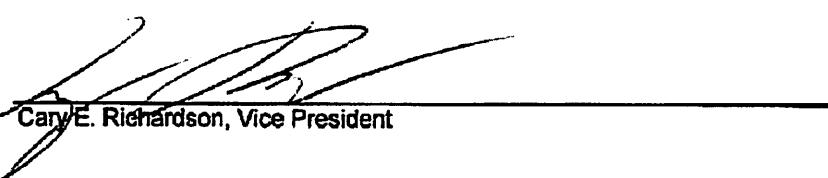

Cary E. Richardson, Vice President

EXHIBIT A

EXHIBIT A



Process of Avoiding Litigation

Miles Construction strives to negotiate all projects with owners who are trustworthy and we also strive to work with only reputable contractors and subcontractors, many of whom we've known for years. Because of this practice, we rarely get to the point of discussing litigation or legal remedies. Most claims or potential claims are a result of conflicts with the schedule, cost and definition of extra work, interpretation of the documents or poor quality. Miles Construction, through effective communication and documentation, strives to minimize any such conflicts. Miles Construction is pro-active rather than re-active, so potential conflicts are naturally minimized. We are very familiar with Nevada lien laws, arbitration, and various dispute resolution methods that are widely used in the industry and, if necessary, these would be used. Our approach is to find a common ground, use reasonableness and we look at the cost to resolve the issue with the party versus negative affects to the project (schedule, cost, un-wanted attention, etc.) We then discuss and decide with the owner an appropriate settlement or mediation method.

Throughout all phases of a project, whether Miles Construction is the contractor, construction manager or owner's representative, it is our practice to thoroughly document and explain expectations, complete scope of work, and create a "team" philosophy not only for the work but problem resolution. By instilling in our staff, the contractors and subcontractors that early and/or immediate discussions about conflicts or potential problems make the resolution process simpler and more efficient and effective for all involved. Creative brainstorming brings many more solutions to the table than ones brought forward when options are limited. Part of this philosophy is reminding ALL parties that problems brought to the table early are "the team's problems", whereas problems brought to the table late become their responsibility.

Past Litigation

- Miles Construction has never had liquidated damages assessed against our firm.
- Miles Construction has not been terminated from a contract before completion.
- Miles Construction has not been declared in default of any contract.
- Miles Construction has never had any type of settlement paid by our firm or to our firm in excess of \$25,000.
- Miles Construction has never had a judgment rendered for breach of contract.

EXHIBIT A

Construction Manager At Risk
(CMAR) Services
Carson City Multi-Use Athletic Center
(MAC) - RFP #1213-144



Certificate of Eligibility



NEVADA STATE CONTRACTORS' BOARD

5570 GATEWAY DRIVE, SUITE 108, RENO, NEVADA 89521 (775) 855-1111 FAX (775) 855-1211 INVESTIGATIONS (775) 855-1150
2010 CORPORATE CIRCLE, SUITE 300, HENDERSON, NEVADA 89074 (702) 455-1466 FAX (702) 455-1460 INVESTIGATIONS (702) 455-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-02-11-21-0238

MILES CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 23686A ORIGINAL ISSUE DATE: 07/15/2002 BUSINESS TYPE: CORPORATION CLASSIFICATION: B-GENERAL BUILDING 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 SWEARN 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 AUGUST 1, 2012 AND EXPIRES ON JULY 31, 2013, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 7-18-2012
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER



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.



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

I, Cary E. Richardson, on behalf of the Contractor, Miles Construction, swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. RFP #1213-144, Project Name Multi-Use Athletic Center (MAC), certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Miles Construction, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

1. The Contractor shall ensure at least 50 percent of the workers possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card;
4. The Contractor shall ensure at least 25 percent of the material suppliers used for the public work are located in Nevada and;
5. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 144 on April 27, 2011, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.

By: Gary E. Richardson

Title: Vice President

Signature:

Date: March 20, 2013

Signed and sworn to (or affirmed) before me on this 20th day of March, 2013, by
Cary E. Richardson (name of person making statement).

State of Nevada)

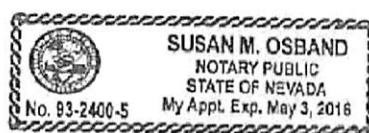
155.

County of Douglas)

Dr. M. R. Eberle

STAMP AND SEAL

Notary Signature



Construction Manager At Risk
(CMAR) Services
Carson City Multi-Use Athletic Center
(MAC) - RFP #1213-144



NV Contractor's License

EXHIBIT A

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 466-1100

STATE CONTRACTORS BOARD

Northern Nevada Office
9870 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

The Nevada State Contractors Board certifies that

MILES CONSTRUCTION

Licensed since July 15, 2002

License No. 0023686A

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

PRINCIPALS:

WILLIAM DAVID MILES, President Qualified
JERRY VICTOR DENES, Vice President
CARY ELWIN RICHARDSON, Vice President

B-GENERAL BUILDING

LIMIT: Unlimited
EXPIRES: 07/31/2013


Chairman, Nevada State Contractors Board





In order to ensure the proper implementation of our Safety Program, Miles Construction retains the services of a full-time safety manager. Miles Construction uses a proactive approach to construction safety. The safety manager, working with the project managers and on-site superintendents, ensures that all state and federal regulations are followed. Weekly job-site safety visits and audits are integral part of our safety program. We are members of Builders Association of Western Nevada Pro Group Management, which provides our safety manager with additional training and job site safety services. Our safety manager attends over 40 hours of continuing safety training education each year, which provides us with updated construction standards and OSHA regulations. We embrace OSHA and look to them as a member of the construction team that brings a unique set of talents. We will invite OSHA to the job site, review our procedures and act on their feedback. We have always found the best policy is to work with OSHA rather than against them.

Miles Construction's General Safety Committee, consisting of the safety manager, project management personnel, superintendents, and field personnel, meets on a quarterly basis to review the safety program's implementation and update the safety policies and procedures as needed. Our proactive approach to safety reflects on our E-Mod rate of .75 for 2013 and 2012, .71 for 2011, and .72 for 2010 & 2009. Miles Construction management has a strong commitment to safety, which makes our safety program very effective.

Please see our complete Safety Program submitted separately in CD Format.



Accidents and Injuries	Year	Rate
Injury and Illness Rate for the past 3 years:	2012	0
$[(\text{injury} + \text{illness cases}) \times (200,000 \text{ hrs.})] / (\text{total hrs. worked})$	2011	3.77
	2010	3.48
Lost Days	Year	Rate
Lost Workday Case Rate for the past 3 years:	2012	0
$[(\text{lost workday cases}) \times (200,000 \text{ hrs.})] / (\text{total hrs. worked})$	2011	0
	2010	0
Experience Modification Rate	Year	Rate
Experience Modification Rate (EMR) for the past 3 years:	2012	.75
	2011	.71
	2010	.72

EXHIBIT A



Licensing

STATE	LICENSE NUMBER	CLASSIFICATION
Nevada	0023686A	B - General Building - Unlimited
Nevada	0063354	C14 - Steel Reinforcing & Erection
Nevada	0065971	A - General Engineering
Arizona	274660	KB-1 - Dual Building Contractor
California	899189	A - General Engineering B - General Building C51 - Steel, Structural
Idaho	RCE-22116	Contracting Business
North Dakota	43961	Class A - Contractor - Unlimited
Oregon	185735	Commercial General Contractor
Utah	7370938-5501	B-100 - General Building S322 - Metal Building Erection
Washington	MILESCI919CJ	General Contracting

Small Business Administration & HUB Zone

SBA Customer ID#: P0903499

HUB Zone Certification#: 35582

Mining Certifications & Registrations

MSHA Contractor's ID#: Q356
Nevada Mining Association Member

MSHA Certifications: (4) Managers
Browz.Com Organization ID#: 22B11

Insurance

Workers Compensation & Employers' Liability Insurance:

Current Experience Modification Rate (EMR) = 0.75

- a. \$1,000,000.00 Bodily Injury by Accident Each Accident
- b. \$1,000,000.00 Bodily Injury by Disease Policy Limit
- c. \$1,000,000.00 Bodily Injury by Disease Each Employee

Commercial General Liability Insurance:

- a. \$1,000,000.00 Each Occurrence
- b. \$2,000,000.00 General Aggregate

Excess Liability Insurance: \$5,000,000.00

Business Automobile Liability Insurance: \$1,000,000.00 Each Accident

Professional Liability Insurance: \$1,000,000.00

Bonding

Single Projects: \$15,000,000.00

Aggregate Uncompleted Backlog: \$30,000,000.00

Note: Zurich will consider a larger request on a case by case basis.

EXHIBIT A



ZURICH

Zurich North America Surety
550 Mission Street, Suite 2400
San Francisco, Ca. 94105
Phone: (415) 533-2000
Fax: (415) 533-7366

February 25, 2012

Carson City
201 N. Carson Street, Ste: 3
Carson City, NV 89701

Re: Miles Construction
Multi-Use Athletic Center (MAC)

To Whom It May Concern;

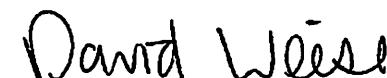
Zurich North America Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Miles Construction for single projects of \$15,000,000 and an aggregate uncompleted backlog of \$30,000,000. Zurich/F&D is rated "A" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$300 million. This is an indicator of past approvals and Zurich will consider larger requests on a case by case basis.

If Miles Construction is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Miles Construction and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,
Zurich American Insurance Company
Fidelity and Deposit Company of Maryland


David Weise
Attorney In Fact

California All Purpose Acknowledgment

State of California

County of Sacramento

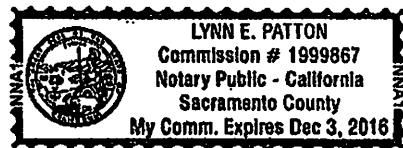
On 2-25-13, before me, Lynn E. Patton, Notary Public
Date _____ Name & Title of Officer/Notary
personally appeared David Welse
Names(s) of Signer(s) _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lynn E. Patton
Notary Public



OPTIONAL

(The information below is not required by law)

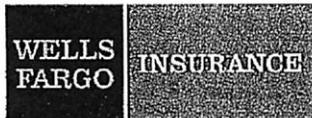
Description of Attached Document

Title/type of Document _____

Date of Document _____ No. of Pages _____

Other Signer(s) _____

EXHIBIT A



Wells Fargo Ins Svcs USA Inc
CADOIoDo8408 (RNC)
10940 White Rock Rd, 2nd Floor
Rancho Cordova, CA 95670-6076

Branch Phone: (916) 589-8000
Branch Fax: (877) 302-2496

wellsfargo.com/wfis

February 26, 2013

Carson City
201 North Carson Street, Suite 3
Carson City, Nevada 89701

Subject: Miles Construction
Project Name: Multi-Use Athletic Center (MAC)
Project Location: Carson City, Nevada

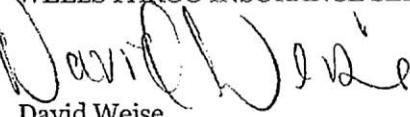
To Whom It May Concern:

Wells Fargo Insurance Services USA, Inc. is the insurance broker for Miles Construction. Miles Construction Insurance policies will meet the requirements for captioned project as outlined in the specifications.

Wells Fargo Insurance Services USA, Inc. is prepared to provide proof of coverage if requested.

Sincerely,

WELLS FARGO INSURANCE SERVICES USA, INC.


David Weise
Senior Vice President

Together we'll go far



CERTIFICATE of COVERAGE

Workers' Compensation

Builders Assoc. of Western Nevada Self Insured Group
 % Pro Group Management
 575 S. Saliman Road
 Carson City, NV 89701-5000
 Phone: (775) 887-2480 Fax: (775) 887-2481

MEMBER COMPANY

Miles Construction dba Miles Construction
 61 Industrial Parkway
 Carson City, NV 89706

Policy No: BAWN8062-2013-06

Dates of Coverage:

12:01 AM on 01/01/2013 to 12:01 AM on 01/01/2014

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the Builders Assoc. of Western Nevada Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5012 to the Builders Assoc. of Western Nevada Self Insured Group effective Thursday, April 15, 1999.

CERTIFICATE HOLDER:

Carson City

JOB DESCRIPTIONS:

RFP #1213-144
 Project: Multi-Use Athletic Center (MAC)
 Carson City, NV

201 N. Carson Street, Suite 3
 Carson City, NV 89701

LIMITS OF LIABILITY:

WORKERS COMPENSATION

STATUTORY

OPERATIONS COVERED:

NEVADA

EXCESS WORKERS COMP INSURANCE:

Safety National Casualty

EMPLOYER'S LIABILITY LIMIT:

\$1,000,000/\$1,000,000/\$1,000,000

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the Builders Assoc. of Western Nevada Self Insured Group will endeavor to mail Ten (10) days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the Builders Assoc. of Western Nevada Self Insured Group, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the Builders Assoc. of Western Nevada Self Insured Group.

Dated At
 Carson City,

Nevada: February 28, 2013

By: Edgarneis

Title: Underwriter

EXHIBIT A

Builders Assoc. of Western Nevada SIG

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

February 28, 2013

Insured: Miles Construction
Member No: BAWN8062
Policy No: BAWN8062-2013-06

CERTIFICATE HOLDER:
Carson City

201 N. Carson Street, Suite 3
Carson City, NV 89701

Effective: 12:01 AM on 01/01/2013 to 12:01 AM on 01/01/2014

This policy is changed to provide:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

We have the right to recover from anyone liable for loss, all payments, which we have made to the Insured. We agree to allow the Insured to waive this right only to the extent that the Insured performs work under a written contract that requires the Insured to waive his rights of subrogation and the contract was executed before the loss.

Any of the above provisions to the contrary notwithstanding, the Insured shall not waive his rights of subrogation as respects any Workers' Compensation or Employers' Liability loss which has been shown by final judgment to have been caused by the sole negligence of the person or organization that required the Insured to obtain this agreement.



Elaine Agnason
Underwriter

EXHIBIT A

Prepared for: *Miles Construction
61 Industrial Parkway
Carson City NV 89706*

Drug & Alcohol Policy Section from the Safety Program

Prepared for: *Miles Construction*
61 Industrial Parkway
Carson City NV 89706

SUBSTANCE ABUSE POLICY

1. **PURPOSE:** The purpose of this policy is to eliminate the use or possession of illegal drugs, or abuse of legal substances or alcohol in the workplace. It is our goal to establish a proper and safe working environment for all of our employees and for the general public.
2. **POLICY STATEMENT:** The sale, use or possession of unauthorized substances, at any time while on company property, during normal working hours, or while performing work for Miles Construction at any location is absolutely prohibited. Being under the influence of unauthorized substances or the presence of detectable levels of unauthorized substances in the body at any time while on company property, during normal working hours, or while performing work for Miles Construction at any location is absolutely prohibited. Unauthorized substances include alcoholic beverages, marijuana, cocaine (including crack cocaine), heroin, hallucinogens, inhalants, depressants, stimulants, prescription drugs used in excess of the prescribed dosages, and any other drugs or substances for which the employee does not have a current prescription from a licensed physician. Possession of drug paraphernalia of any kind on company property or at any workplace at any time while performing work for the company is also strictly prohibited.
3. **DETECTION PROCEDURES:** In furtherance of this Policy, the Company has established the following procedures:
 1. Miles Construction has implemented a drug and alcohol testing program, based on the court tested federal regulations of the Federal Motor Carrier Safety Regulation. Positive test results indicating the presence of any unauthorized substance in an employee's urine sample (as confirmed by gas chromatography/mass spectrometer - GC/MS analysis) or by blood or breath analysis will be considered sufficient evidence of a violation of this policy. Testing will be done in accordance with the testing parameters set forth in this Policy. (See Drug Panel Chart and BAC Chart)
 2. A refusal to test will subject the employee to the possibility of disciplinary action, as described further in this policy.
4. **DISCIPLINARY MEASURES:** Violation of this Policy will be cause for disciplinary action, up to and including immediate termination of employment.
 1. **First Offense** - Present employees shall have the prerogative to a rehabilitation program at the employee's expense while on a 30 day suspension without pay. (See Employee's Voluntary Admission of Substance Abuse Problem)
 2. **Second Offense** - Termination of employment. Not eligible for re-hire.
 3. **Refusal to test** - Any refusal to test will be considered a voluntary quit, not eligible

Prepared for: *Miles Construction*
61 Industrial Parkway
Carson City NV 89706

for re-hire.

5. RESPONSIBILITIES:

1. It is the responsibility of all employees, including officers, managers, and supervisors to report the illegal use, abuse, or possession of unauthorized substances in the workplace to the Company. This may be done through any supervisor, manager, or officer.
2. Officers or managers of **Miles Construction**, or their authorized representatives shall assure that any employee who is in apparent violation of this Policy is evaluated, and referred to the appropriate medical laboratory or collection facility for appropriate screening. The collection facility/medical laboratory will obtain a written consent from the employee.
3. **Miles Construction** will provide training to supervisory and management employees in the recognition of the symptoms and behavior of employees who may be under the influence of drugs and/or alcohol, as well as the appropriate way to deal with employees whom they suspect of violations of this Policy. This training will be reinforced periodically to ensure that all managers and supervisors know how the Policy is to be carried out.
4. It is the responsibility of any employee to report to their supervisor or to Company management any therapeutic use of a prescription drug, including the affects it may have upon the employee's fitness for duty or to perform any safety sensitive functions. There shall be no penalty or disciplinary action administered to any employee who so informs the Company.
5. From time to time the Company will provide employees with information regarding the effects of illegal drugs and alcohol on individuals, the family, business, and the larger community. Such information will include the consequences of drugs and alcohol upon personal health, safety and the work environment.

6. DEFINITIONS: The following definitions apply to this policy:

1. **Alcohol** means any intoxicating alcohol agent in beverages, such as ethyl alcohol, or other low molecular alcohols including methyl and isopropyl alcohol.
2. **Alcohol concentration** (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters, as determined in an evidential breath test (EBT).
3. **Employee** means all salaried, unsalaried, full-time, part-time, or temporary workers. Independent contractors, subcontractors of any tier, and any of their employees performing work associated with a contract between the Company and the

Prepared for: **Miles Construction**
61 Industrial Parkway
Carson City NV 89706

contractor/subcontractor are employees under this Policy during any time they are engaged to perform specified services to fulfill any such contract.

4. **Controlled substances** have the meaning assigned under U. S. C. 802, and include all substances on Schedules I through V as they may be revised from time to time (21 C. F. R. 1308). Controlled substances are grouped as follows:

Marijuana; narcotics (such as heroin, morphine, or codeine); stimulants (such as cocaine, amphetamines, or speed and depressants (such as barbiturates, sedatives, and tranquilizers); and hallucinogens (such as P. C. P., or >Acid=). Controlled substances include illicit drugs (Schedule I); drugs that are distributed only by means of a medical practitioner=s prescription or other authorization (Schedules II through IV, and some drugs on Schedule V); and certain preparations for which distribution is through documented over the counter sales (Schedule V only).

5. **Drug** means any substance (other than alcohol) that has mind or function altering effects on humans; specifically including, but not limited to, controlled substances, prescription or over the counter preparations.
6. **Drug paraphernalia** means any pipe, needle, or other article or equipment which may be utilized in the administration of controlled substances.
7. **Fitness for duty** means the ability to work in a manner suitable for the job and free from the influence of drugs and/or alcohol.
8. **Medical Facility** means a hospital, clinic, physician's office, or laboratory where toxicological samples may be obtained and controlled according to recognized professional medical standards.
9. **Medical Practitioner** means a physician, or dentist licensed or otherwise authorized to practice medicine in the State of Nevada or another state, whose practice is recognized by this State.
10. **Possession** means to have in one's custody and control, or on one's person, or with one's personal effects; to use, sell, traffic in, distribute, make, transfer or transport, an unauthorized substance, as defined in this policy.
11. **Safety Sensitive function (or position)** means any of the on the job functions involving operation of any motor vehicle, or motorized equipment, or similar equipment, or any repair of such motorized or mechanical equipment, or supervision of such operations. (See Reference No. 382.107 Alcohol and Drug Testing Requirements Federal Highway Administration 2/15/94, updated 2/7/95; Appendix I)
12. **Substance Abuse Professional** means a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional (EAP), or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcoholism and controlled substance related disorders.
13. **Unauthorized substance** for the purposes of this Policy shall be alcohol and drugs,

Prepared for: *Miles Construction*
61 Industrial Parkway
Carson City NV 89706

including controlled substances.

14. *Test* means the process of collecting or obtaining samples (of urine, blood and/ or breath) for the purpose of detecting the presence of any unauthorized substance.

15. *Use* means the consumption, ingestion, administration, or other form of taking any unauthorized substance into one's body.

7. **PROHIBITIONS:** The following shall constitute violations of this Policy by Employees of Miles Construction:

1. An alcohol concentration of 0.04 or greater as determined by appropriate testing. An alcohol concentration of 0.02 up to 0.04 shall result in a 24 hour shutdown for drivers or 24 hour suspension from work for trade's persons.
2. Any use of alcohol while on duty, in any circumstance. Any use or consumption of alcohol within eight hours of reporting for work.
3. Post accident use, occurring within eight hours after any accident/incident for which testing is called for under the testing parameters of this Policy.
4. Possession of alcohol while on duty, or in any company vehicle, or in the employees personal vehicle while traveling on company business.
5. Possession of controlled substances, excepting only drugs distributed by a medical practitioner by means of a legal prescription, or over-the-counter preparations.
6. Possession of drug paraphernalia.
7. Refusal to test, which means any refusal to submit to a test for unauthorized substances. It also means a refusal to sign an appropriate consent form for the Company to administer such test, or for any medical facility to collect samples pursuant to this policy. It also includes engaging in any conduct that clearly obstructs the testing process, such a failure to report an injury pursuant to the written Safety and Health Program of Miles Construction
8. Use of any controlled substance prior to reporting for duty, or while on duty, where such use may affect an employee's fitness to work safely. Such use includes taking drugs pursuant to instruction by a licensed medical practitioner, if the physician has advised the employee that the substance may affect their fitness to work safely, or to operate a vehicle or machinery.

8. **TESTING PARAMETERS:** Upon implementation of this policy all employees and management of Miles Construction will be tested. To further carry out its Policy, the Company reserves the right to perform the following types of tests:

1. **Conditional Employment** - a test done after a prospective employee has been

Prepared for: *Miles Construction
61 Industrial Parkway
Carson City NV 89706*

offered a position with the Company, contingent upon passing the test. Former employees eligible for re-hire will be tested. The candidate or prospective employee will be informed of the requirement for testing prior to any offer of employment, and must be informed that any offer is contingent upon passing the test satisfactorily.

2. **Post Accident/Incident** - a test done after an accident or incident involving any fatality, or the necessity for medical treatment of any employee, or any accident involving the operation of a motor vehicle or motorized equipment, and resulting in a moving violation for which the employee is cited, or any accident/incident involving damage in excess of \$500 to Company property or to work performed by the Company. Post accident/incident testing will be done as soon as possible, preferably within two hours, and must be done within eight hours of the accident/incident whenever possible.
3. The medical laboratory/collection facility will be responsible for maintaining a record of the chain of custody for any specimen, obtaining and maintaining a split-sample of the specimen collected for testing, performing an accurate analysis, performing confirmation testing, obtaining appropriate medical review of the results, and retaining positive test samples for at least one year.
4. An employee may appeal the results of a positive test at his/her own expense. In that case, another confirmation test (GC/MS) will be performed on the split sample. If the confirmation test fails to confirm the results of the initial test, the positive test result will be disregarded and the employee will be reimbursed out-of-pocket test expense. If the confirmation test is also positive for unauthorized substances, the provisions of this Policy regarding Disciplinary Measures will be invoked.
5. All tests will be done at the facility selected by the Company, and will be done in accordance with the accepted medical protocol for those tests. All tests will be done with as much consideration for employee's rights and privacy as possible. The results of tests will be maintained in the highest confidence. Any unauthorized disclosure of test results by any representative of the Company will be subject to disciplinary action, up to and including termination of the representative's employment. Knowledge of any test result will be restricted to those individuals with a need to know.

9. **EMPLOYEE'S VOLUNTARY ADMISSION OF SUBSTANCE ABUSE PROBLEM:** To assist employees who, by their own admission, have a problem with drugs and/or alcohol, the company agrees to retain the employee so long as the following requirements are met:

1. The employee agrees to seek the aid of a **substance abuse professional** (at their own expense) for evaluation, treatment, or counseling. (**Note: many health insurance programs cover such services**) The employee must complete the course of treatment or counseling prescribed and must provide proof, from time to time, that they are pursuing assistance with their problem.

Prepared for: *Miles Construction*
61 Industrial Parkway
Carson City NV 89706

2. The employee must agree not to violate the terms of this Policy.
3. An employee re-hired or reinstated after a period of suspension following a positive test for unauthorized substances shall be considered a probationary employee, and shall be subject to a test prior to returning to work, and shall be subject to unannounced follow-up testing as outlined below.
 1. Any employee returning to work under this Policy shall be subject to a test prior to returning to work and shall be subject to unannounced follow-up testing for a period of not less than 6 months nor more than 24 months as might be recommended by a Substance Abuse Professional.
 2. These requirements shall be stated in a written memo to the employee, and a copy shall be given to the employee. The employee shall sign a copy of the memo, which will be retained by **Miles Construction**
 3. Each of these requirements must be met, independently and collectively; a breach of any one of them constitutes a breach of them all. Nothing in this section of the Policy shall constitute a contract of employment, or modify the employment at will status of any employee. Failure to comply with any of these requirements or with any other Policy of the employer will subject the employee to disciplinary action up to and including termination of employment.
10. **EMPLOYEE ASSISTANCE FOR SUBSTANCE ABUSE:** Normal company benefits, such as sick leave (and the Company medical plan, if appropriate) are available to aid an employee in the rehabilitation process. **Miles Construction** can provide information on programs available through the Community or from professional sources which might aid an employee in rehabilitation. If an employee who is given the opportunity fails to take advantage of such assistance, or if the assistance does not produce actual rehabilitation and cessation of the unauthorized use of drugs and/or alcohol, the penalties for violation of this Policy may be imposed.
11. **EMPLOYEE ACKNOWLEDGMENT:** Each employee of **Miles Construction** will be given this Policy, at its inception or at the time of their initial employment by **Miles Construction** each employee will be given an opportunity to ask questions regarding this Policy. Each employee shall be encouraged to discuss the Policy with their supervisor, or with a member of Company management at any time.

Each employee shall certify that they have received a copy of this Policy, and that they understand it. The attached form shall be used for certification and acknowledgment.

EXHIBIT A

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Carson City NV 89706*

DRUG PANEL CHART

Drug	Screening Method	Screening Test Level	Confirmation Method	Minimum Confirmation Level
Amphetamines				
Amphetamine	EIA	1000mg/ml	GC/MS	500ng/ml
Methamphetamine	EIA	1000ng/ml	GS/MS	500ng/ml
Cocaine				
		<i>Benzoyleccgonine</i>	<i>EIA</i>	<i>300ng/ml</i>
		<i>150ng/ml</i>		<i>GS/MS</i>
Marijuana				
THC Metabolite	EIA	50ng/ml	GS/MS	15ng/ml
Opiates				
Codeine	EIA	300ng/ml	GC/MS	300ng/ml
Morphine	EIA	300ng/ml	GC/MS	
Phencyclidine (PCP)	EIA	25ng/ml	GC/MS	25ng/ml

Note: In certain instances, RIA may replace EIA as the screening method.

RIA - Radio Immunoassay
EIA - Enzyme Immunoassay
GC - Gas Chromatography
GC/MS - Gas Chromatography/Mass Spectrometry
Ng/ml - Nanograms per millimeter (a nanogram is one billionth of a gram)

EXHIBIT A

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Carson City NV 89706

BAC CHART

APPROXIMATE BLOOD ALCOHOL PERCENTAGE								
DRINKS	BODY WEIGHT IN POUNDS							
PER HR	100	120	140	160	180	200	220	240
1	.04	.03	.03	.03	.02	.02	.02	.02
2	.08	.06	.05	.05	.04	.04	.03	.03
3	.11	.09	.08	.07	.06	.06	.05	.05
4	.15	.12	.11	.09	.08	.08	.07	.06
5	.19	.16	.13	.12	.11	.09	.09	.08
6	.23	.19	.16	.14	.13	.11	.10	.09
7	.26	.22	.19	.16	.15	.13	.12	.11

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MILES CONSTRUCTION

SUBSTANCE ABUSE POLICY

EMPLOYEE CERTIFICATION AND ACKNOWLEDGMENT:

I have been given a copy of the **Miles Construction** Policy on Substance Abuse. I acknowledge that I have reviewed that Policy and that I do understand all sections of the Policy, including what acts constitute a violation of the Policy, and what the probable consequences maybe for any such violations. I acknowledge that I have also read and understood the Policy provisions with respect to Refusal to Test and understand that such refusal may carry the same penalty as a violation of this Policy.

This Policy was received and understood on _____

EMPLOYEE NAME (PRINT) _____

EMPLOYEE SIGNATURE _____

SUPERVISOR/MANAGER SIGNATURE _____

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SUBSTANCE ABUSE

1. **PURPOSE:** It is the policy of Miles Construction that its drivers be free of substance and alcohol abuse. Consequently, the use of illegal drugs by drivers is prohibited. Further, drivers shall not use alcohol or engage in a prohibited conduct as defined herein. The overall goal of this policy is to ensure a drug-and alcohol-free transportation environment and to reduce accidents, injuries, and fatalities.
2. **CONSEQUENCES OF POLICY VIOLATION:** Any driver who becomes unqualified or engages in prohibited conduct as set forth herein may be subject to termination of employment.
3. **PROHIBITED CONDUCT:**
 1. No driver shall report for duty or remain on duty while having an alcohol concentration of .02 or greater.
 2. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol unless the alcohol is manifested and transported as part of a shipment.
 3. No driver shall use alcohol while performing safety-sensitive functions.
 4. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
 5. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.
 6. No driver shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.
 7. No driver shall report for duty or remain on duty when the driver uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to operate a commercial motor vehicle. Drivers must report use of prescription medicine to a Company management official prior to driving.
 8. If a driver engages in prohibited conduct, the driver is not qualified to drive a commercial motor vehicle and shall be immediately removed from service. The Company may, in its discretion, at the request of the driver, keep the driver's position open while such driver attempts to become re-qualified. The Company may also take action against the driver up to and including termination.

4. DEFINITIONS:

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1. **Alcohol** - The intoxication agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. **Alcohol Concentration (or content)** - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.
3. **Alcohol Use** - The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
4. **Company Property** - All company owned or leased property used by Employees including but not limited to working facilities, apartments, parking lots, vehicles, lockers, desks, closets, etc.
5. **Confirmation Test** - For alcohol testing means, a second test, following a screening test with a result of .02 or greater alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or a metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GS/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
6. **Consortium** - Means an entity, including a group or association of employers or contractors, that provides alcohol or controlled substances testing as required by this policy, or other DOT alcohol or controlled substances testing rules, and that acts on behalf of the employers.
7. **Controlled Substance** - Any substance identified in Part 40.21(a) of the FMCSR.
8. **Driver** - Means any person who operates a commercial motor vehicle for the company and/or in behalf of the company.
9. **Drug** - A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user. "Drug," as used herein, includes Controlled Substances, Illegal Drugs, and prescription drugs.
10. **Drug Paraphernalia** - Equipment, product or material that is used or intended for use in concealing an illegal drug or Controlled Substance or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body and Illegal Drug or Controlled Substance.
11. **Employer-(Management)** - Means any person who owns or leases a commercial motor vehicle and/or assigns persons to operate such a vehicle in the course of employ. The term employer includes an employer's agents, officers and representatives.
12. **Illegal Drug** - Any Drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture or storage is illegal or regulated

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under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any reason other than a legitimate medical reason and inhalants used illegally. Included is marijuana or cannabis in all forms.

13. **Reasonable Cause** - A belief by the Company that the actions or appearance of conduct of a driver are indicative of the use of a Controlled Substance, Illegal Drug, or alcohol or are indicative of a violation of this Policy or for which no other explanation is readily available. Reasonable Cause includes the concept of reasonable suspicion.
14. **Refuse to Submit (to an alcohol or controlled substance test)** - An employee and/or manager who: (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she has received notice of the requirement for urine testing, (3) engages in conduct that clearly obstructs the testing process.
15. **Safety-sensitive function** - Means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibilities for performing work; and as further defined in 382.107 of the FMCSR.
16. **Screening test (also known as initial testing)** - In alcohol testing, an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate A negative urine specimens from further consideration.
17. **Testing** - A urine, and/or breath test as applicable to determine drug or alcohol content in the Employee's system. Testing will be required in the following instances:
 1. Pre-employment (alcohol test not required)
 2. Reasonable Cause.
 3. Random testing - without notice - 50% annual rate (drugs), 10% annual rate (alcohol)
 4. On-the-job Injury Accident.
 5. Post-accident involving a motor vehicle per 49CFR 382.302.
18. **Under the Influence** - A state of having a blood alcohol concentration of 0.04 or more, or the state of not having the normal use of mental or physical faculties resulting from the introduction of alcohol into the body.
19. **Testing** - Random Testing without notice:

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1. - 50% annual rate for drugs
2. - 10% annual rate for alcohol

5. **REFUSAL TO TEST:** Refusal to submit to the types of drug and alcohol tests employed by the Company will be grounds for refusal to hire driver/applicants and to terminate employment of existing drivers. A refusal to test is defined to be conduct that would obstruct the proper administration of a test. Refusing to sign the Alcohol Test Release Form is considered refusal to test. A delay in providing a urine, breath or saliva specimen could be considered a refusal. If a driver cannot provide a sufficient quantity of urine or breath, he/she will be evaluated by a physician of the company's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen (either breath or urine), it will be considered a refusal to test. In that circumstance the driver has violated one of the prohibitions of the regulations.

6. **TYPES OF TESTS:** Pursuant to regulations promulgated by the Department of Transportation (DOT), the Company has implemented six circumstances for drug and alcohol testing: (1) pre-employment (drug testing only); (2) post-accident testing/on-the-job injury accident; (3) random testing; (4) reasonable suspicion testing; (5) return-to-duty testing; and (6) follow-up testing.

1. **PRE-EMPLOYMENT TESTING:** No employer shall allow a driver to perform a safety sensitive function until they have received the negative controlled substance test result.
2. **RANDOM TESTING:** The company is to randomly test drivers at a minimum annual percentage rate of 10% of the number of drivers for alcohol testing, and 50% for controlled substances testing. The random alcohol test must be performed immediately prior, during or immediately after a driver is about to, or has performed a safety sensitive function as defined in Section 382.107. All drivers must have an equal chance of being selected.
3. **POST-ACCIDENT TESTING:** As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for alcohol and controlled substances each surviving driver; Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or Who receives a citation under State or local law for a moving traffic violation arising from the accident, if the accident involved: Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
4. **ON-THE-JOB INJURY ACCIDENT:** The Company will require a driver involved

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in any injury producing incident to submit to drug testing. Any driver that tests positive on the drug test at the levels set forth in this Policy will be subject to immediate disciplinary action, up to and including termination.

5. **REASONABLE SUSPICION TESTING:** An employer shall require a driver to submit to an alcohol and/or controlled substance test when the employer has reasonable suspicion to believe that the driver has violated the prohibitions concerning alcohol and/or controlled substances. The employer's determination that controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body orders of the driver. The required observations shall be made by a supervisor or company official who is trained in accordance with 382.603.
6. **RETURN-TO-DUTY:** Each employer shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by subpart B of this part concerning alcohol or controlled substances, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02, or the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.
7. **FOLLOW-UP:** If a Substance Abuse Professional has determined that a driver needs assistance for the misuse of alcohol, or for use of a controlled substance, an employer must ensure that the driver is subject to follow-up testing. A minimum of six test must be conducted in the first 12 months, and the driver may only be subject to this test for a maximum of 60 months.
7. **INQUIRIES TO PREVIOUS EMPLOYERS:** A motor carrier, with the driver's written authorization, shall inquire about the following information on a driver from the driver's previous employers for a period of two years preceding the driver's date of application:
 1. Alcohol tests with a result of 0.04 alcohol concentration or greater;
 2. Verified positive controlled substances test results; and
 3. refusals to be tested.
8. **DRUG URINALYSIS:**
 1. Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine (PCP).
 2. The urinalysis procedure starts with the collection of a urine specimen. Urine specimens will be submitted to a DHHS-certified laboratory for testing. As part of the collection process, the specimen provided will be split into two vials; a primary

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vial and a secondary vial. The DHHS-certified laboratory will perform initial screening on all primary vials. In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the Medical Review Office (MRO) as a positive.

3. All laboratory results will be reported by the laboratory to a Medical Review Officer (MRO) designated by the Company. Negative test results shall be reported by the MRO to the Company. Before reporting a positive test result to the Company, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact the Company management official designated in advance by the Company, who shall, in turn, contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. If, after failing to contact the MRO after 5 days, or if the driver cannot be contacted at all within 14 days, the MRO may verify the test as positive. After any positive verification the driver may petition the MRO to reopen the case for reconsideration.
4. Pursuant to DOT regulations, individual test results for driver/applicants and drivers will be released to the Company and will be kept strictly confidential unless consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.
5. An individual testing positive may make a request of the MRO to have the secondary vial tested. The secondary vial may be tested by a different DHHS-certified lab than tested the primary specimen. The individual making the request for a test of the second specimen is timely if it is made to the MRO within 72 hours of the individual being notified by the Company of a positive test result.

9. **ALCOHOL TESTS:**

1. The Company will perform alcohol testing using a device that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the DOT's testing requirements. This may be a breath testing device or a saliva-based testing device, and may be provided through a vendor or agent. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating. The driver shall report to the alcohol testing site as notified by the Company. The driver shall follow all instructions given by the alcohol technician.
2. Any initial test indicating a blood alcohol concentration (BAC) of .02 or greater will

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be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .02 to .0399, the driver shall be removed from duty for 24 hours or until his/her next scheduled on-duty time, whichever is longer. Drivers with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after duty.

10. **TRAINING:** Every motor carrier shall provide educational materials explaining the requirements of the regulations as well as the employer's policies regarding alcohol misuse and controlled substance abuse. At a minimum, detailed discussions should include:

1. The identity of the person designated to answer drug and alcohol questions
2. Which drivers are subject to these requirements what behavior is prohibited, and a clarification of a safety sensitive function is.
3. The circumstances under which a driver will be tested, and the procedures that will be used for testing.
4. Explanations of the requirements that a driver submit to the testing, as well as what constitutes a driver's refusal to submit to testing
5. The consequences for drivers who have violated the testing requirements.
6. Information concerning the effects of alcohol misuse, and controlled substances abuse on health, work, and personal life.

11. **EMPLOYEE ASSISTANCE PROGRAM:** Normal Company benefits, such as sick leave and the group medical plan, are available to aid in the rehabilitation process. If the available assistance fails or is obviously inappropriate given the nature of the drug use/alcohol and the employees position, the penalty for drug use or alcohol abuse may be termination of employment.

Note: Additional information and assistance may be obtained by referring to the *Drug Abuse and Alcohol Misuse Training Guide for CDL Drivers* that is being made a part of this policy. Included with this guide is the A designated person information to call for answering questions and/or referral.

12. **EDUCATIONAL MATERIALS:** The Company shall provide educational materials that explain the requirements of '382.601, consequences of violating the regulations, and the employer's policies and procedures with respect to meeting these requirements. The materials supplied to drivers may include information on additional employer policies with respect to the use or possession of alcohol or controlled substances, for example, the

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consequences for a driver found to have a specified alcohol or controlled substances level based on the employer's authority independent of '382.601. The Company shall ensure each driver is required to sign a statement certifying that he or she has received a copy of these materials described in '382.601.

13. **LOCATION OF RECORDS:** All required records shall be maintained in a secure location with limited access, and shall be made available for inspection by an authorized representative of the Federal Motor Carrier Safety Administration.

This policy is not intended nor should it be construed as a contract between the Company and the employee. This policy may be changed at any time at the sole discretion of the Company.

The Substance Abuse Program Manager for Miles Construction is (*Name*).

Program Manager Signature

EXHIBIT A

APPENDICES

Appendix A

DRUG PANEL CHART

Drug	Screening Method	Screening Test Level	Confirmation Method	Minimum Confirmation Level
Amphetamines				
Amphetamine	RIA	1000ng/ml	GC/MS	500ng/ml
Methamphetamine	RIA	1000ng/ml	GS/MS	500ng/ml
Cocaine				
Benzoylegonine	RIA	300ng/ml	GS/MS	150ng/ml
Marijuana				
THC Metabolite	RIA	50ng/ml	GS/MS	15ng/ml
Opiates				
Codeine	RIA	300ng/ml	GC/MS	300ng/ml
Morphine	RIA	300ng/ml	GC/MS	
Phencyclidine (PCP)	RIA	25ng/ml	GC/MS	25ng/ml

Note: In certain instances, EIA may replace RIA as the screening method.

RIA - Radio Immunoassay
 EIA - Enzyme Immunoassay
 GC - Gas Chromatography
 GC/MS - Gas Chromatography/Mass Spectrometry
 ng/ml - Nanograms per milliliter (a nanogram is one billionth of a gram)

NOTE:

- I. THE DRUG AND ALCOHOL TEST AUTHORIZATION IS MANDATORY PART OF THE DRUG/ALCOHOL TEST PROGRAM.**
 - A. If an applicant refused to sign this form and to permit proper samples to be collected, the employment procedure must be halted and the applicant **WILL NOT** be hired.
 - B. If an existing or current Employee refuses to sign this form as part of a Reasonable Cause test or any federally required test for driver, the refusal should be treated as a **VOLUNTARY QUIT**.
- II. PROCEDURAL STEPS FOR USE OF THE TEST AUTHORIZATION**
 - A. Have the applicant or Employee sign this form prior to any test samples being collected.
 - B. Give the clinic or doctor the second/pink copy when the applicant/Employee is sent in for the purpose of a blood or urine sample being collected.
 - C. Retain the third/yellow copy of the signed form and send the original/white copy to Safety.

Appendix B***RETENTION TIMES OF DRUGS IN URINE***

DRUG	APPROXIMATE RETENTION TIME
Amphetamines	48 hours
Barbiturates	Short-acting (e.g., secobarbital) 24 hours Long-acting (e.g., phenobarbital) 2-3 weeks
Benzodiazepines	3 days if therapeutic dose ingested
Cocaine Metabolite	2 to 4 days
Methadon	Approximately 3 days
Opiates	2 days
Propoxyphene	6 to 48 hours
Cannabinoids	Moderate smoker (4 times/week) B 5 days Heavy smoker (smoking daily) B 10 days *Retention time for chronic smokers may be 20 days
Methaqualone	2 weeks
Phencyclidine	Approximately 8 days

*Note: interpretation of retention time must take into account variability of urine specimens; drug metabolism and half-life; patient's physical condition; fluid intake; and method and frequency of ingestion. These are general guidelines only. Detection limits may also be affected by the type of test and/or the analytical sensitivity.

Appendix C

BAC CHART

APPROXIMATE BLOOD ALCOHOL PERCENTAGE								
DRINKS		BODY WEIGHT IN POUNDS						
PER HR	100	120	140	160	180	200	220	240
1	.04	.03	.03	.03	.02	.02	.02	.02
2	.08	.06	.05	.05	.04	.04	.03	.03
3	.11	.09	.08	.07	.06	.06	.05	.05
4	.15	.12	.11	.09	.08	.08	.07	.06
5	.19	.16	.13	.12	.11	.09	.09	.08
6	.23	.19	.16	.14	.13	.11	.10	.09
7	.26	.22	.19	.16	.15	.13	.12	.11

PENALTIES

The penalties for driving under the influence (DUI), of alcohol in a commercial motor vehicle
are severe.

FIRST CONVICTION will result in an **AUTOMATIC ONE YEAR** loss of license, unless you
were hauling hazardous material, in which case the suspension for first conviction will be
THREE YEARS.

SECOND CONVICTION will result in a **LIFETIME** loss of license to operate a commercial
motor vehicle.

49CFR 382
(and 653 & 654)
DRUG ABUSE & ALCOHOL
MISUSE TRAINING GUIDE FOR CDL DRIVERS

Appendix D

Drug & Alcohol Misuse Training Guide

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