



STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	May 20, 2021
Staff Contact:	Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director		
Agenda Title:	For Possible Action: Discussion and possible action regarding a determination that Granite Construction Company ("Granite"), is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 20300207, Carson City Landfill Entrance Facility, to Granite for a total not to exceed amount of \$1,976,475.60. (Carol Akers, CAkers@carson.org and Dan Stucky, DStucky@carson.org)		

Staff Summary: The Landfill Scale House Project includes construction of new inbound and outbound truck scales, new scale house building, and modifications to the entrance road into the landfill to accommodate the new facility. This contract is part of the broader Landfill Scale House Project. The construction contract is for the base bid amount of \$1,796,796, plus a 10% contingency amount of \$179,679.60. The engineer's base bid estimate for construction was \$1,356,000.

Agenda Action:	Formal Action / Motion	Time Requested:	5 Minutes
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Proposed Motion

I move to award the contract as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

January 21, 2021 Board of Supervisors - Contract 20300208 for the fabrication and installation of 3 new truck scales was awarded, which is also part of the Landfill Scale House Project.

Background/Issues & Analysis

This contract includes work associated with constructing a new scale house facility at the Carson City Landfill. The existing scale house facility is at the end of its useful life and repair and replacement of components has become very challenging due to the age of the facility.

The new facility will include new truck scales, updated equipment providing better customer experience and faster transactions, better vehicle queuing storage, reduced impact to access to other facilities adjacent to the landfill, and improved security and control of ingress/egress to the facility. Fabrication and installation of the truck scales for the new facility were approved at a previous Board meeting. Separating these two scopes of work, into separate contracts, allowed the City to obtain more favorable steel prices and reduced sub-contractor mark-up costs. Additionally, beginning fabrication of the scales early helped to avoid scheduling delays which can be associated with long lead times for the scales.

This particular project was originally bid in October of 2020. The engineer's estimate was lower than the bid pricing, which led to insufficient funds to proceed with the project. Staff is bringing forward the contract to begin work after the new fiscal year. The recommended low bidder has agreed to guarantee their pricing for the work.

Notice to contractors was published in the Reno Gazette Journal on October 20, 2020. Six bids were opened at approximately 11:30 am on November 18, 2020, via online Cisco Webex bid opening. Present during the bid opening were Tony Barkdale, Builders United, LLC; Tezia Lambson, A&K Earthmovers, Inc.; Andy Good and Troy Carson, F.W. Carson; Elizabeth Callender, Reyman Brothers; Mark Beauchamp and Brenda Erickson, Shaheen Beauchamp Builders LLC; Leslie Skinner, Spanish Springs Construction; Martha Medina, Sierra Nevada Construction, Inc; Mary Del Porto, K7 Construction, Inc.; Ryan Ho, Granite Construction Company; Darren Anderson and Rick Cooley, Carson City Public Works; and Carol Akers, Carson City Purchasing and Contract Administrator. The City received the following bids:

	Base Bid
1. *Builders United, LLC	\$1,736,511.53 deemed non-responsive
2. **K7 Construction, Inc.	\$1,770,000 deemed non-responsive
3. Granite Construction Company	\$1,796,796
4. Sierra Nevada Construction, Inc.	\$1,891,007
5. Shaheen Beauchamp Builders LLC	\$2,020,000
6. A&K Earthmovers, Inc.	\$2,228,000

Staff recommends award to Granite Construction Company, as the lowest responsive and responsible bidder.

* Builders United, LLC did not provide unit prices and provided no price for Line 17.

** K7 Construction, Inc. Line 1 is over the 5% limitation for this item per the Project Specification Section 01025.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project Number: P390419003

Landfill Scale House Relocation, 2103939-506503

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project Number: P390419003

2103939-506503 will be reduced by \$1,976,475.60; the available budget is \$2,066,365.44. \$550,000 of the overall construction budget for this project is funded from the Fiscal Year 2022 Capital Improvement Plan ("CIP") budget up for review and final approval by the Board of Supervisors at this meeting (May 20, 2021). The remaining budget is funded by approved capital from the current fiscal year.

Alternatives

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

Attachments:

[Landfill Project Vicinity Map.pdf](#)

[20300207 Bid Tab Detail.pdf](#)

[20300207 Draft Contract.pdf](#)

[Landfill Budget Summary Sheet.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

Landfill Vicinity Map



Property Information

Property ID 00923503
Location 5106 SNYDER AVE
Owner DEPARTMENT OF TRANSPORTATION
Acres 0.85



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

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

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

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

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

Notice to Contractors Bid# 20300207 Carson City Landfill Entrance Facility

Date and Time of Opening: 11/18/2020 @ 11:30am

Description			Bidder # 1		Bidder # 2		Bidder # 3	
			* Builders United LLC		** K7 Construction, Inc.		Granite Construction Company	
BONDING Provided, \$, %, or no								
BIDDER acknowledges receipt addendums								
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price

Base Bid Items - Schedule A								
1	Mobilization, Demobilization and Clean-Up	1		\$151,302.41	\$172,745.00	\$172,745.00	\$85,033.00	\$85,033.00
2	Surveying	1		\$13,800.00	\$8,550.00	\$8,550.00	\$15,000.00	\$15,000.00
3	NDEP	1		\$16,450.00	\$1,350.00	\$1,350.00	\$15,000.00	\$15,000.00
4	Engineered Fill	10735		\$74,071.50	\$13.26	\$142,379.00	\$3.80	\$40,793.00
6	Pipe Culverts	118		\$9,676.00	\$50.52	\$5,961.00	\$70.00	\$8,260.00
7	Road Aggregate Base	12,065		\$189,210.00	\$14.79	\$178,400.00	\$11.00	\$132,715.00
8	Asphalt Concrete Pavement	9,260		\$324,100.00	\$35.00	\$324,100.00	\$32.00	\$296,320.00
9	Signing, Marking & Traffic Specialties	1		\$7,900.00	\$7,900.00	\$7,900.00	\$20,000.00	\$20,000.00
10	Sawcut Pavement	210		\$3,060.00	\$13.16	\$2,763.00	\$4.00	\$840.00
11	Guardrail	307		\$10,574.00	\$109.43	\$33,598.00	\$105.00	\$32,235.00
12	Septic System	1		\$26,460.00	\$30,960.00	\$30,960.00	\$30,000.00	\$30,000.00
13	Water System	1		\$13,860.00	\$13,428.00	\$13,428.00	\$25,000.00	\$25,000.00
14	Fencing	1		\$5,338.00	\$18,621.00	\$18,621.00	\$15,000.00	\$15,000.00
15	Building Construction – Div. 3 Concrete	1		\$267,823.00	\$211,900.00	\$211,900.00	\$215,000.00	\$215,000.00
16	Building Construction – Div. 4 Masonry	1		\$37,050.00	\$39,099.00	\$39,099.00	\$55,000.00	\$55,000.00
17	Building Construction – Div. 5 Metals	1		\$0.00	\$20,574.00	\$20,574.00	\$14,000.00	\$14,000.00
18	Building Construction – Div. 6 Wood, Plastics and Composites	1		\$78,226.62	\$48,123.00	\$48,123.00	\$90,000.00	\$90,000.00
19	Building Construction – Div. 7 Thermal and Moisture Protection	1		\$44,119.00	\$63,416.00	\$63,416.00	\$65,000.00	\$65,000.00
20	Building Construction – Div. 8 Doors, Windows, and Glass	1		\$44,662.00	\$29,867.00	\$29,867.00	\$51,000.00	\$51,000.00
21	Building Construction – Div. 9 Finishes	1		\$30,504.00	\$31,779.00	\$31,779.00	\$41,000.00	\$41,000.00
22	Building Construction – Div. 10 Specialties	1		\$805.00	\$6,805.00	\$6,805.00	\$1,600.00	\$1,600.00
23	Building Construction – Div. 11 Equipment	1		\$24,288.00	\$13,000.00	\$13,000.00	\$23,000.00	\$23,000.00
24	Building Construction – Div. 15 Mechanical	1		\$68,862.00	\$109,682.00	\$109,682.00	\$100,000.00	\$100,000.00
25	Building Construction – Div. 16 Electrical	1		\$294,370.00	\$255,000.00	\$255,000.00	\$425,000.00	\$425,000.00
Total Bid Price (Schedule A)			* \$1,736,511.53		** \$1,770,000.00		\$1,796,796.00	

Total Bid Price written in words? y/n	Y	Y	Y
Bidder Information provided? y/n	Y	Y	Y
Sub Contractors listed? y/n or none	Y	Y	Y
Bidder Pref? y/n	Y	Y	Y
Bid Document executed? y/n	Y	Y	Y
Req. Forms? y/n	Y	Y	Y

*Bidder Deemed Non-Responsive-Builders United LLC did not provide unit prices and provided no price for Line 17

** Bidder Deemed Non-Responsive-K7 Construction, Inc. Line 1 is over the 5% limitation for this item

The City will be recommending award to Granite Construction Company.

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

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

Notice to Contractors Bid# 20300207 Carson City Landfill Entrance Facility

Date and Time of Opening: 11/18/2020 @ 11:30am

Description			Bidder # 4		Bidder # 5		Bidder # 6							
			Sierra Nevada Construction, Inc.		Shaheen Beauchamp Builders LLC		A&K Earthmovers Inc.							
BONDING Provided, \$, %, or no			5%		5%		5%							
BIDDER acknowledges receipt addendums			Y		Y		Y							
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price						
Base Bid Items - Schedule A														
1	Mobilization, Demobilization and Clean-Up	1	\$7,000.00	\$7,000.00		\$216,430.00	\$14,866.00	\$14,866.00						
2	Surveying	1	\$15,900.00	\$15,900.00		\$16,493.00	\$15,884.00	\$15,884.00						
3	NDEP	1	\$2,500.00	\$2,500.00		\$16,450.00	\$7,500.00	\$7,500.00						
4	Engineered Fill	10735	\$9.00	\$96,615.00		\$74,071.00	\$8.00	\$85,880.00						
6	Pipe Culverts	118	\$125.00	\$14,750.00		\$9,676.00	\$115.00	\$13,570.00						
7	Road Aggregate Base	12,065	\$14.00	\$168,910.00		\$189,210.00	\$12.00	\$144,780.00						
8	Asphalt Concrete Pavement	9,260	\$38.00	\$351,880.00		\$341,509.00	\$38.00	\$351,880.00						
9	Signing, Marking & Traffic Specialties	1	\$10,000.00	\$10,000.00		\$5,800.00	\$13,500.00	\$13,500.00						
10	Sawcut Pavement	210	\$5.00	\$1,050.00		\$3,060.00	\$10.00	\$2,100.00						
11	Guardrail	307	\$150.00	\$46,050.00		\$64,944.00	\$120.00	\$36,840.00						
12	Septic System	1	\$40,000.00	\$40,000.00		\$26,460.00	\$60,000.00	\$60,000.00						
13	Water System	1	\$15,000.00	\$15,000.00		\$13,860.00	\$16,500.00	\$16,500.00						
14	Fencing	1	\$9,000.00	\$9,000.00		\$156,459.00	\$94,000.00	\$94,000.00						
15	Building Construction – Div. 3 Concrete	1	\$309,352.00	\$309,352.00		\$244,020.00	\$360,000.00	\$360,000.00						
16	Building Construction – Div. 4 Masonry	1	\$60,000.00	\$60,000.00		\$48,437.00	\$47,000.00	\$47,000.00						
17	Building Construction – Div. 5 Metals	1	\$15,000.00	\$15,000.00		\$12,648.00	\$33,000.00	\$33,000.00						
18	Building Construction – Div. 6 Wood, Plastics and Composites	1	\$66,000.00	\$66,000.00		\$35,454.00	\$172,000.00	\$172,000.00						
19	Building Construction – Div. 7 Thermal and Moisture Protection	1	\$91,000.00	\$91,000.00		\$67,848.00	\$86,500.00	\$86,500.00						
20	Building Construction – Div. 8 Doors, Windows, and Glass	1	\$58,000.00	\$58,000.00		\$45,641.00	\$51,500.00	\$51,500.00						
21	Building Construction – Div. 9 Finishes	1	\$48,000.00	\$48,000.00		\$49,161.00	\$35,500.00	\$35,500.00						
22	Building Construction – Div. 10 Specialties	1	\$5,000.00	\$5,000.00		\$5,258.00	\$2,200.00	\$2,200.00						
23	Building Construction – Div. 11 Equipment	1	\$87,000.00	\$87,000.00	w/fence	\$0.00	\$155,000.00	\$155,000.00						
24	Building Construction – Div. 15 Mechanical	1	\$93,000.00	\$93,000.00		\$74,428.00	\$83,000.00	\$83,000.00						
25	Building Construction – Div. 16 Electrical	1	\$280,000.00	\$280,000.00		\$302,683.00	\$345,000.00	\$345,000.00						
Total Bid Price (Schedule A)			\$1,891,007.00		\$2,020,000.00		\$2,228,000.00							
Total Bid Price written in words? y/n														
Total Bid Price written in words? y/n			Y		Y		Y							
Bidder Information provided? y/n														
Bidder Information provided? y/n			Y		Y		Y							
Sub Contractors listed? y/n or none														
Sub Contractors listed? y/n or none			Y		Y		Y							
Bidder Pref? y/n														
Bidder Pref? y/n			Y		Y		Y							
Bid Document executed? y/n														
Bid Document executed? y/n			Y		Y		Y							
Req. Forms? y/n														

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300207

Title: Carson City Landfill Entrance Facility

THIS CONTRACT is made and entered into this 20th day of May 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Granite Construction Company, 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(18) 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) (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. 20300207**, titled **Carson City Landfill Entrance Facility** (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. 20300207 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <https://nevada.ionwave.net/PublicDetail.aspx?bidID=7656&ret=AWAR&pg=0&bidNumber=20300207&title=&type=&org=carson%20city>.

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300207

Title: Carson City Landfill Entrance Facility

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

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

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

Brian Down, VP Nevada Region
Granite Construction Company
1900 Glendale Ave.
Sparks, NV 89431
775-358-8792
granitenevadabidinfo@gcinc.com

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300207

Title: Carson City Landfill Entrance Facility

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million Seven Hundred Ninety Six Thousand Seven Hundred Ninety Six Dollars and 00/100 (\$1,796,796.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300207

Title: Carson City Landfill Entrance Facility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300207

Title: Carson City Landfill Entrance Facility

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

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

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

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

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

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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liability except as specifically provided in this Contract.

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

- 15.20.1 *Minimum Limits required:*
- 15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate
- 15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available

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

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

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

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

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

16. BUSINESS LICENSE:

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

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

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

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

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

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300207

Title: Carson City Landfill Entrance Facility

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300207

Title: Carson City Landfill Entrance Facility

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

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

CITY'S LEGAL COUNSEL

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

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

BY: Carol Akers
Purchasing & Contracts Administrator

Project# P390419003
Account # 2103939-506503

By: _____

Dated _____

PROJECT CONTACT PERSON:

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300207

Title: Carson City Landfill Entrance Facility

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: Brian Dowd

TITLE: VP Nevada Region

FIRM: Granite Construction Company

CARSON CITY BUSINESS LICENSE #: BL-003869-2020

NEVADA CONTRACTORS LICENSE #: 0008079 / 0079118

Address: 1900 Glendale Ave.

City: Sparks **State:** NV **Zip Code:** 89431

Telephone: 775-358-8792

E-mail Address: granitenevadabidinto@gcinc.com

(Signature of Contractor)

DATED

STATE OF _____)

)ss

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

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300207

Title: Carson City Landfill Entrance Facility

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 20, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300207** and titled **Carson City Landfill Entrance Facility**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR

DATED this 20th day of May 2021.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 20th day of May 2021.

PERFORMANCE BOND

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

Bond #: _____

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID# 20300207** and titled **Carson City Landfill Entrance Facility** 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# 20300207** and titled **Carson City Landfill Entrance Facility**

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

Printed Name of Principal:

Attest By: _____ **(Signature of Notary)**
Subscribed and Sworn before me this _____ **day of** _____, 20____

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

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

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

Bond #: _____

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

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

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) _____
a
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# 20300207** and titled **Carson City Landfill Entrance Facility** 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# 20300207 and titled **Carson City Landfill Entrance Facility**

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)
TITLE:	
FIRM:	
Address:	L.S.
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.

NOTICE TO CONTRACTORS
CARSON CITY PURCHASING AND CONTRACTS
201 NORTH CARSON STREET, SUITE 2
CARSON CITY, NEVADA 89701
775-283-7362 / FAX 775-887-2286
http://www.carson.org/bids



ADVERTISED BID# 20300207
PWP# CC-2021-043
PROJECT # P390419003
BID TITLE "Carson City Landfill Entrance Facility"
Engineer's Estimate: \$1,225,000

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Granite Construction Company, as "Principal," and Travelers Casualty and Surety Company of America, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent (5%) of Bid Amount dollars (\$/1.5% of Bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

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

AND, WHEREAS, the Principal has submitted a bid for Bid # 20300207, PWP # CC-2021-043, for the Project Title: **Carson City Landfill Entrance Facility**.

NOW, THEREFORE,

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

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

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

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

Signed, Sealed and dated: November 10, 2020

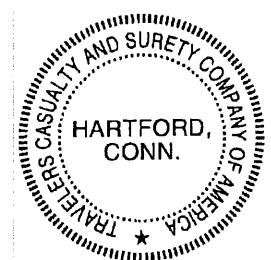


Granite Construction Company
Principal

By: Brian Dowd
Brian Dowd, VP Nevada Region

Travelers Casualty and Surety Company of America

Surety
By: Isabel Barron
Isabel Barron, Attorney-in-Fact



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

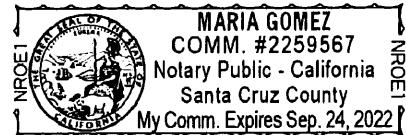
State of California
County of Santa Cruz)

On November 10, 2020 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
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.



Signature *Maria Gomez* (Seal)
Maria Gomez, Notary Public



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**

California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

City of Hartford ss.

By:

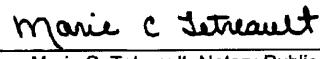

Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

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

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

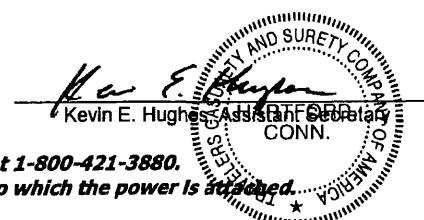
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

Dated this November 10, 2020



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

BID PROPOSAL

BID # 20300207

BID TITLE: "Carson City Landfill Entrance Facility"

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

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

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

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

BIDDER acknowledges receipt of Four Addendums.

BP.1 SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
	Schedule A:				
1	Mobilization, Demobilization and Clean-Up	1	LS	\$ 85,033 <u>00</u>	\$ 85,033 <u>00</u>
2	Surveying	1	LS	\$ 15,000 <u>00</u>	\$ 15,000 <u>00</u>
3	NDEP	1	LS	\$ 15,000 <u>00</u>	\$ 15,000 <u>00</u>
4	Engineered Fill	10735	CY	\$ 380	\$ 40,793 <u>00</u>
6	Pipe Culverts	118	LF	\$ 70 <u>00</u>	\$ 8,260 <u>00</u>
7	Road Aggregate Base	12,065	SY	\$ 11 <u>00</u>	\$ 132,715 <u>00</u>
8	Asphalt Concrete Pavement	9,260	SY	\$ 32 <u>00</u>	\$ 296,320 <u>00</u>
9	Signing, Marking & Traffic Specialties	1	LS	\$ 20,000 <u>00</u>	\$ 20,000 <u>00</u>
10	Sawcut Pavement	210	LF	\$ 4 <u>00</u>	\$ 840 <u>00</u>
11	Guardrail	307	LF	\$ 105 <u>00</u>	\$ 32,235 <u>00</u>
12	Septic System	1	LS	\$ 30,000 <u>00</u>	\$ 30,000 <u>00</u>
13	Water System	1	LS	\$ 25,000 <u>00</u>	\$ 25,000 <u>00</u>
14	Fencing	1	LS	\$ 15,000 <u>00</u>	\$ 15,000 <u>00</u>
15	Building Construction – Div. 3 Concrete	1	LS	\$ 215,000 <u>00</u>	\$ 215,000 <u>00</u>
16	Building Construction – Div. 4 Masonry	1	LS	\$ 55,000 <u>00</u>	\$ 55,000 <u>00</u>
17	Building Construction – Div. 5 Metals	1	LS	\$ 14,000 <u>00</u>	\$ 14,000 <u>00</u>
18	Building Construction – Div. 6 Wood, Plastics and Composites	1	LS	\$ 90,000 <u>00</u>	\$ 90,000 <u>00</u>
19	Building Construction – Div. 7 Thermal and Moisture Protection	1	LS	\$ 65,000 <u>00</u>	\$ 65,000 <u>00</u>
20	Building Construction – Div. 8 Doors, Windows, and Glass	1	LS	\$ 51,000 <u>00</u>	\$ 51,000 <u>00</u>
21	Building Construction – Div. 9 Finishes	1	LS	\$ 41,000 <u>00</u>	\$ 41,000 <u>00</u>
22	Building Construction – Div. 10 Specialties	1	LS	\$ 1,600 <u>00</u>	\$ 1,600 <u>00</u>
23	Building Construction – Div. 11 Equipment	1	LS	\$ 23,000 <u>00</u>	\$ 23,000 <u>00</u>
24	Building Construction – Div. 15 Mechanical	1	LS	\$ 100,000 <u>00</u>	\$ 100,000 <u>00</u>
25	Building Construction – Div. 16 Electrical	1	LS	\$ 425,000 <u>00</u>	\$ 425,000 <u>00</u>
BP.2 Total Base Bid Price (Schedule A)				\$ 1,796,796 <u>00</u>	

BID PROPOSAL

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

ONE MILLION, SEVEN HUNDRED NINETY-SIX THOUSAND, SEVEN HUNDRED NINETY-SIX DOLLARS AND ZERO CENTS

BP.4 BIDDER INFORMATION:

Company Name:

Federal ID No.: 94-0519552
Mailing Address: 1900 Glendale Ave
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: 775-358-8792
Complete Fax Number: 775-358-0372
Fax Number including area code: 775-358-0372
E-mail: granitenevadabidinfo@gcinc.com

Contact Person / Title: Bobby Smart, Chief Estimator

Mailing Address: 1900 Glendale Ave
City, State, Zip Code: Sparks, NV 89431
Complete Telephone Number: 775-358-8792
Complete Fax Number: 775-358-0372
E-mail Address: granitenevadabidinfo@gcinc.com

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0008079	0079118
License Classification(s): A B		
Limitation(s) of License: Unlimited		
Date Issued: A - January 2020 B - July 2020		
Date of Expiration: A - January 2022 B - July 2022		
Name of Licensee: Granite Construction Company		
Carson City Business License Number: BL-003869-2020		
Date Issued: January 2020		

BID PROPOSAL

Date of Expiration: 12/31/20

Name of Licensee: Granite Construction Company
--

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: N/A
Address:
City, State, Zip Code:
Telephone Number:
[Redacted]
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
[Redacted]
Other 1) Title:
Name
[Redacted]
Other 2) Title:
Name:

Corporation:

State in which Company is Incorporated: California
Date Incorporated: January 04, 1922
Name of Corporation: Granite Construction Company
Mailing Address 585 W. Beach St
City, State, Zip Code: Watsonville, CA 95077
Telephone Number: 831-724-1011
President's Name: Please see attached list of Officers
Vice-President's Name:
[Redacted]



Granite Construction Company
List of Officers

Name	Present Office Position
Roberts, James H.	President Chief Executive Officer
Larkin, Kyle T.	Executive Vice President Chief Operating Officer Assistant Secretary Secretary
Desai, Jigisha (NMN)	Senior Vice President Chief Financial Officer Assistant Secretary
Alegre, Carlos F.	Senior Vice President of Operations Services Assistant Secretary
DeCocco, Philip M.	Senior Vice President of Human Resources Assistant Secretary
Hall, M. Craig	Senior Vice President General Counsel Corporate Compliance Officer Secretary
Radich, James A.	Senior Vice President Group Manager Assistant Secretary
Rantala, Richard M.	Senior Vice President of Business Development Assistant Secretary
Richards, James D.	Senior Vice President Group Manager Assistant Secretary
Tatusko, Michael G.	Senior Vice President Group Manager Assistant Secretary
Tyler, Mathew C.	Senior Vice President of Federal Group Operations Assistant Secretary
VanGorder, Robert C.	Senior Vice President General Manager Assistant Secretary



Granite Construction Company
List of Officers

Name	Present Office Position
Barker, Michael W.	Vice President Controller Assistant Financial Officer Assistant Secretary
Nickerson, James D.	Vice President Assistant Secretary
Olson, Kenneth B.	Vice President Treasurer Assistant Financial Officer Assistant Secretary
Blackburn, Nicholas B.	Director of Corporate Taxation Assistant Secretary

(NMN) = No Middle Name

BID PROPOSAL

Other 1) Name & Title:

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Please see attached list of Nevada Personnel	Years With Firm
Name 1)		

Title 1)

Name 2)	
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Title 2)

Name 3)	
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Title 3)

Name 4)	
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Title 4)

Name 5)	
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Title 5)

Name 6)	
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Title 6)

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



Granite Construction Company
 Construction Experience of Key Personnel
Nevada Region

Name	Years of Experience	Monetary Value of Work	Type of Work	Job Capacity
Levi Aiton	41	Over \$1B	A,P,B,G,N,F	SUPT
Dan Caldwell	15	Over \$150M	A,P,B,G,N,F	PM
Matt Cates	19	Over \$1750M	A,G,P,B,F	AM
Pablo Chavarria	11	Over \$15M	A,G,P,B,F	PE
Cody Cummings	17	Over \$15M	A,G,P,B,F	PE
Erik Eigenman	19	Over \$100M	A,P,I,F	PE
Ryan Floyd	21	Over \$100M	A,B,P,G,K,E,N,F	PE
Jason Fritz	15	Over \$800M	A,K,P,I,F	PE
Aaron Geddes	28	Over \$150M	A,G,P,B,F	PM
Ryan Gilligan	6	Over \$15M	A,G,P,B,F	PE
Jake Harkness	4	Over \$15M	A,B,P,G,F	PE
Donavin Greenwell	34	Over \$1B	A,B,J,O,G,I,K,N,P,F	Supt
Kyle Harlan	3	Over \$5M	A,P,B,F	PE
Ryan Ho	4	Over \$1M	A,G,P,B,F	PE
Andrew Howard	10	Over \$30M	A,F,N,P	PM
Nate Johnson	21	Over \$150M	N	PM
Caleb Juve	24	Over \$800M	A,B,E,G,I,K,P,F	AM
Travis Kincaid	18	Over \$500M	A,E,F,N,P	Supt
Tom Matters	18	Over \$100M	A,G,P,B,F	PM
Dave McGrandy	35	Over \$800M	A,B,E,F,P	Supt
Kirk McIntosh	21	Over \$100M	A,B,E,P,F	PE
John Morrow	40	Over \$1B	A,E,G,I,N,P,F	Supt
Ryan Murray	7	Over \$10M	A,F,N,P	PE
John O'Day	24	Over \$450M	A,E,I,B,D,G,P,F	PM
Adrian Orozco	3	Over \$5M	A,P,B,F	PE
Conor Ostling	3	Over \$5M	A,P,B,F	PE
Taylor Polan	14	Over \$350M	A,P,B,F	AM



Granite Construction Company
 Construction Experience of Key Personnel
 Nevada Region

Name	Years of Experience	Monetary Value of Work	Type of Work	Job Capacity
Marty Powers	20	Over \$250M	A,B,P,G,F	PM
Andrew Pustejovsky	4	Over \$25M	A,B,P,G,F	PE
Brian Roll	27	Over \$1B	A,B,E,G,P,F	PM
Joe Rowan	30	Over \$250M	A,B,G,P,K,F	Supt
Don Sawyer	27	Over \$1B	A,B,E,F,I,K,N,P	AM
Paul Shogren	22	Over \$60M	A,C,E,G,O,P,N,F	PM
Bobby Smart	15	Over \$ 60M	A,B,F,G,E,P	CEST
Jeremy Snow	2	Over \$5M	A,P,B,F	PE
Brian Thraikill	33	Over \$800M	A,E,F,P	Supt
Matt Weber	3	Over \$5M	A,P,B,F	PE
Terry Willsey	33	Over \$850M	A,P,I,F	PM
Gunnar Young	5	Over \$15M	A,N,P,F	PE
Alyssa Zunino	4	Over \$15M	A,P,G,F	PE

Type of Work

A - Highways I - Railroad
 B - Structures J - Building
 C - Dams K - Power Plants
 D - Tunnels L - Refining
 E - Pipelines M - Environmental
 F - Safety N - Mining
 G - Airports O - Water Treatment
 H - Marine P - Sitework

Job Capacity

AM - Area Manager QC - Quality Control
 BM - Branch Manager Supt - Superintendent
 ABM - Asst. Branch Manager Safety - Safety Engineer
 PM - Project Manager RCE - Reg. Civil Engineer
 CM - Construction Manager OM - Operations Manager
 EST - Estimator EM - Estimating Manager
 CEST - Chief Estimator Eng Svcs Mgr - Eng Services Mgr
 PE - Project Engineer

BID PROPOSAL

BP.8 REFERENCES:
Instructions:

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

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

Company Name 1): Please see attach list of previous projects	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

BID PROPOSAL

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

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
711046	US Department Of Transportation Federal Federal Highway Administration 610 East Fifth Street Vancouver, WA 98661-3801	Glenn Hwy Rehab W Chickaloon Contract Number: DTFH7017C00016 Palmer, Alaska Road Realignment, 700,000 CY EX, striping, guardrail and resurface bridge deck.	Roads/Highways	Prime Contractor	N/A	Michael Baron (360) 619-7563 (360) 619-7846 (F) michael.baron@dot.gov	\$11,576,563	8/29/2019
797068	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	Anc Taxiway R Grp VI Improve Contract Number: CFAPT0070 Anchorage, Alaska Widen the Taxiway Safety Area for Taxiway R and rehabilitate Taxiways S, T, U, and ACP Taxilane at Anchorage International Airport to meet FAA standards for Airplane Design Group VI and Taxiway Design Group 7. Airfield lighting improvements will include rehabilitation of the taxiway centerline and edge lighting systems within the project area. Other improvements will include storm drain system rehabilitation, obstruction removal for Runway 15-33 and underground utility adjustments.	Airports	Prime Contractor	N/A	Stephen Frey (907) 269-0664 (907) 243-5092 (F) stephen.frey@dot.gov	\$14,700,712	6/30/2019
813261	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	Amats: Rabbit Creek Road Contract Number: Z585110000 Anchorage, Alaska Resurface Rabbit Creek Rd from the old Seward Hwy to Hillside Drive. Work includes improvements to guardrail, drainage and culverts, signing, signalization, striping and embankments dig-outs.	Pavement Preservation	Prime Contractor	N/A	Brian Schumacher (907) 269-0432 (907) 243-5092 (F) brian.schumacher@alaska.gov	\$6,376,519	7/15/2019
795354	Ryan Companies Inc. 3900 East Camelback Road, Suite 100 Tucson, AZ 85018-2514	Project Wildcat Site Work Contract Number: Tucson, Arizona Earthwork, underground utilities, and flatwork for new e-commerce facility on 85 acres. The project scope included civil/site work on an 80-acre site for a 2.5 million-square-foot fulfillment center. The project includes 50,000 CY of earthwork to be completed in four weeks (10-hour shifts, 7-days per week).	Commercial	Subcontractor	Ryan Companies Inc	Braden Bott (480) 261-0568 Fax N/A Braden.bott@ryancompanies.com	\$15,205,772	5/31/2019
800451	Pima County Procurement Department 130 West Congress Street Tucson, AZ 85701-1317	Pc Rlrr Pkg 5 Contract Number: 294192 Tucson, Arizona Rehabilitate residential streets by milling of asphalt and repaving, utility adjustments, pavement markings. Project includes milling, grading, paving, and striping sections of 4 neighborhoods within Pima County. Project activities included 190,000 SY of asphalt pavement milling, grading at all locations, 30,500 TN of asphalt paving, speed hump replacement, utility adjustments, and pavement markings.	Roads / Highways	Prime Contractor	N/A	Larry Wallace (520) 444-1283 Fax: N/A Larry.Wallace@pima.gov	\$3,803,213	1/21/2019
843620	City of Tucson 1000 S Greasewood Rd Tucson, AZ	Cot Rrr Package No 1 Contract Number: 192044 Tucson, Arizona In-town roadway re-constructs at five locations; to include milling, aggregate base, paving, lime treated sub-grade, flat-work, ADA ramp upgrades, electrical upgrades. Full depth road reconstruction, milling, aggregate base, paving, lime treated subgrade, flatwork/ADA upgrades, electrical upgrades and striping.	Roads / Highways	Prime Contractor	N/A	Gregory Orsini (520) 837-6617 Fax: (520) 791-4238 Gregory.Orsini@tucsonaz.gov	\$6,642,987	4/30/2019
838044	Freeport McMoran Corporate 333 North Central Avenue Phoenix, AZ	Fmi Sierita Pipe Crossing Contract Number: N/A Green Valley, Arizona The project began with the construction of two concrete pipe crossings totaling over 250 cy and 11,000' of relocated 30" and 36" HDPE waterline. The owner changed ordered into the contract and earthen buttress totaling 1,600,000 cy, 10,000 tons of excavated rip rap down drain spillways and 126 acres of hydro seed. The entire project was self-performed by Granite's workforce.	Mining	Prime Contractor	N/A	Cody McGrath (520) 393-2765 Fax: N/A cmgrath@fmi.com	\$6,917,889	12/24/2019
810330	Pima County Procurement Department 130 West Congress Street Tucson, AZ 85701-1317	Pc Fy 18/19 Arterial Collector Contract Number: 29290 Tucson, Arizona Project includes milling, paving, and striping sections of 13 arterial roads within Pima County, each location varying between 1 to 3 miles in length. Project activities included 270,000 SY of asphalt pavement milling, 33,500 TN of asphalt paving, utility adjustments, pavement markings, and detections loops in two locations.	Transportation	Prime Contractor	N/A	Gregory Orsini (520) 837-6617 Fax: (520) 791-4238 cmgrath@fmi.com	\$3,357,613	2/22/2019
928057	City of Tucson 1000 S Greasewood Rd Tucson, AZ	Cot Fy 19 Rd Rec Rehab Pck 2 Contract Number: 192204 Tucson, Arizona The project consisted of full depth roadway reconstruction of local arterial streets; the project included complete removal of the existing roadway section and replacement with lime treated subgrade, aggregate base and multiple lifts of asphalt using fiber reinforcement and a polymer modified binder to help extend the longevity of the roadways design life. The project also included upgrades to the existing traffic signals, signing/striping as well as upgrades to the surrounding curb/flatwork and ADA ramps where required.	Transportation	Prime Contractor	N/A	Gregory Orsini (520) 837-6617 Fax: (520) 791-4238 cmgrath@fmi.com	\$3,964,118	11/1/2019

Exhibit A

Granite Construction Company

2019 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
690428	City of Goleta 130 Cremona Drive Goleta, CA 93117-5514	Hollister Class 1 Bike Path Contract Number: 2017-017 Goleta, California Construct Class 1 Bike and Ped Path, approximately 1,600 cy of concrete. Approximately 7,500 tons of HMA paving installed for pavement rehabilitation. Includes new median construction, landscaping, and new striping.	Roads/Highways	Prime Contractor	N/A	Andrew Borrelli (805) 966-2224 Fax N/A aborrelli@mnsengineers.com	\$4,533,686	12/31/2019
761418	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Caltrans Emergency Work - Thomas Fire Flood Damage Contract Number: Montecito, California EMERGENCY WORK - CLEAR / REMOVE MUDSLIDE DEBRIS HWY 101 / MONTECITO CA	Roads/Highways	Prime Contractor	N/A	Jason Kline (805) 699-2393 Fax N/A jason.kline@dot.ca.gov	\$20,050,000	5/30/2019
805426	City of Santa Barbara 630 Garden Street Santa Barbara, CA 93101-1656	Gutierrez St Bridge Replace Contract Number: 3670 Santa Barbara, California Remove & Replace Gutierrez St bridge over Mission Creek with concrete channel walls,	Bridge Only	Prime Contractor	N/A	Tim Gaasch (805) 564-5377 Fax N/A tgaasch@santabarbaraca.gov	\$5,468,786	10/22/2019
842209	City of Santa Barbara 630 Garden Street Santa Barbara, CA 93101-1656	City of Santa Barbara 2019 Pavement Maintenance Contract Number: 3928 Santa Barbara, California Asphalt digouts to repair failed areas, tree root pruning, concrete curb & gutter replace, asphalt cold mill, asphalt hot mix overlay, truncated domes, curbs, striping, signs, roadway name stamps,	Transportation	Prime Contractor	N/A	Tim Gaasch (805) 564-5377 Fax N/A tgaasch@santabarbaraca.gov	\$6,536,414	5/21/2019
865302	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy 1 Cambria RHMA-O Contract Number: 05-1K3004 Cambria, California	Transportation	Prime Contractor	N/A	Rick Silva (805) 927-4559 Fax N/A rick.silva@dot.ca.gov	\$3,540,241	9/19/2019
841434	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Caltrans 09-365904 Lone Pine SR-136,395 Contract Number: 09-365904 Lone Pine, California Cold plane and place hot mix asphalt and install roadside signs AT AND NEAR LONE PINE ON SR-136 AT SR-395 AND ON SR-395 FROM 1.2 MILES SOUTH OF SR-136 TO EAST INYO STREET; 2.8 miles near Diaz Lake to the south end of Lone Pine. Work performed on 2 lanes in each direction and a paved median throughout a large portion of the project. We cold planed 138,537SY and paved 28,845TN of HMA. Our subcontractors removed and replaced in excess of 50 roadside signs and striped approximately 100,000LF.	Transportation	Prime Contractor	N/A	Chris Talbot, RE (760) 937-8948 Fax N/A chris.talbot@dot.ca.gov	\$5,496,035	10/29/2019
683674	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highways 1, 9, 35 & 236 Emergency Slide Repairs, Santa Cruz County Contract Number: 05-1H7904 Santa Cruz County, California Remove Slides, Restore Roadway - Granite performed storm damage cleanup. Granite did all of the following soldier beam wall, deep lift paving, hilfiker wall, and crib wall reinforcement.	Roads/Highways	Prime Contractor	N/A	Jennifer Wilson, Resident Engineer (805) 471-2103 Fax N/A jennifer.wilson@dot.ca.gov	\$7,534,528	12/10/2019
778348	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy 68 Cold Plane & HMA-O Overlay Contract Number: 05-1G4504 Monterey, California Cold plane, overlay 1,550 TN hot mix asphalt and 4,930 TN HMA-O, along with rumble strips, guardrail, and 250 LF concrete barrier.	Roads/Highways	Prime Contractor	N/A	Tyler Laverling, Resident Engineer (831) 375-1621 Fax: (831) 375-1621 tyler.laverling@dot.ca.gov	\$3,230,825	6/28/2019

Granite Construction Company
2019 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
801169	City of Monterey 580 Pacific Street Monterey, CA 93940	North Fremont Street Bike/Ped Improvements Contract Number: 37C1856 Monterey, California Demolition of existing improvements, construction of Class IV bike lanes, sidewalk, median modifications, shared bicycle/bus lane, ADA upgrades, signal modifications, and conforming new improvements to existing site conditions on North Fremont Boulevard.	Transportation	Prime Contractor	N/A	Andrea Renny, Principal Engineer (831) 646-3447 Fax (831) 646-3405 renny@monterey.org	\$8,522,910	6/4/2019
787341	Soquel Union Elementary School District 620 Monterey Avenue Capitola, CA 95010	Soquel Unified Elementary School District, Earthwork & Paving at Four Schools Contract Number: BID PACKAGE A Capitola, California Site work at 4 public school sites, including: Site Demo; Earthwork; Subgrade Preparation; Base and Paving; Construction of Bioswale; Handrail and Fencing.	Infrastructure / Site Dev	Prime Contractor	N/A	Michelle Kennedy Assistant Superintendent (831) 464-5632 Fax (831) 479-7182 mkennedy@suesd.org	\$3,881,471	8/9/2019
860511	Vistra Energy Hwy 1 & Dolan Road Moss Landing, CA 95039	Vistra Moss Landing BESS Concrete Structural Modifications Contract Number: 110288 Moss Landing, California Project consisted of modifying the existing turbine facility to accommodate 300MW of Batteries. Granite's scope included backfilling existing voids within existing floor of the building, placing 6" thick and 8" thick concrete slabs, and installing 22" thick elevated slabs for second floor battery storage.	Infrastructure / Site Dev	Subcontractor	Burns & McDonnell Engineering CO Inc	David Warakomski (989) 423-9371 djwarakomski@burnsmcd.com Sean P. Kenny, PE (657) 286-9117 spkenny@burnsmcd.com	\$11,187,436	9/30/2019
865875	County of Santa Cruz 701 Ocean Street, Suite 330 Santa Cruz, CA 95060	Chanticleer Park Phase 1 Contract Number: 18C1-004 Santa Cruz, California Construction of neighborhood park, including: erosion control; relocation of public artwork; earthwork; drainage; construction of bioretention areas; sanitary sewer; domestic water line; site electrical; onsite parking; concrete planters and seat walls; concrete flatwork; planting and irrigation; site furnishings and playground equipment; and playground safety surfacing.	Infrastructure / Site Dev	Prime Contractor	N/A	Will Fourt (831) 454-7910 will.fourt@santacruzcounty.us	\$3,434,153	1/22/2020
813966	City of Dublin 100 Civic Plaza Dublin, CA 94568-2658	Dublin Blvd Widening Contract Number: ST1012 Dublin, California Street widening, including removal of 6,210 LF concrete curb & gutter and 26,000 SF of sidewalk; removing 27,500 SF of asphalt concrete pavement, slurry seal parking lot, maintaining traffic and furnishing traffic control throughout construction, replacement of traffic signals and related facilities, installation of 25,000 SF of sidewalk paving, 7,200 LF of curbs and curb & gutters, placement of 5,300 TN of Hot Mix Asphalt Concrete, installation of a pedestrian bridge, adjusting utility facilities, street lights, landscaping, irrigation, drainage improvements, installation of thermoplastic traffic stripes and pavement markings and reflective pavement markers, and installation of traffic signs.	Transportation	Prime Contractor	N/A	Michael Boitnott, Capital Improvement Program Manager, (925) 833-6630 Fax (925) 829-9248; michael.boitnott@dublin.ca.gov	\$6,662,122	2/28/2019
924183	City of Pleasanton P.O. Box 520 Pleasanton, CA	Pleasanton Annual Street Resurfacing and Preventative Maintenance Contract Number: 18503 Pleasanton, California City street resurfacing, including: 14,703 TN of overlay and 256,097 SF (6,551 TN) of AC digouts; paving mat, crack sealing, pavement striping and marking, parking lot widening;	Transportation	Prime Contractor	N/A	Huy Ho, PE (925) 931-5663 Fax (925) 931-5479 Hho@cityofpleasantonca.gov	\$3,894,985	11/15/2019
788409	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Sherwood Rd Geometric Upgrades Contract Number: 01-262044 Willits, California State Highway 101 and city streets in Willits from 0.7 mile North of Route 20 to 0.9 mile North of Route 20 and Sherwood Road. Performed geometric upgrades including removal and replacement of curbs, gutters and sidewalks.	Transportation	Prime Contractor	N/A	Nash Munes (707) 223-0791 Fax N/A Email: N/A	\$4,587,797	6/1/2019

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
815011	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 20-175 Fire Rehab Contract Number: 01-0J3704 Lakeport, California Emergency work to repair fire damaged areas of Hwy 20 and Hwy 175 in Lake County due to wildfires. Work consisted of repairing and/or replacing guardrails, drainage systems, pavement, fencing, guardrail vegetation barriers, and roadside signs. Traffic control, hazardous tree removal, SWPPP and erosion control were also included.	Roads / Highways	Prime Contractor	N/A	Dan Kraft (707) 994-5074 Fax: N/A dan.kraft@dot.ca.gov	\$7,443,708	12/31/2019
821889	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy 20-29 Culvert Replacements Contract Number: 01-427804 Lake County, California Drainage system improvements to various culverts located on Highway 20 and Highway 29 in Lake County. Work consisted of removing existing failing culverts and replacing approximately 2,500 LF of polymer coated corrugated steel pipe, 2,500 LF of cured in place pipe liner, 100 LF box culvert. Five concrete headwalls including slurry backfill and trench paving.	Transportation	Prime Contractor	N/A	Dan Kraft (707) 994-5074 Fax: N/A dan.kraft@dot.ca.gov	\$3,594,616	11/1/2019
810982	City of Indio Civic Center Mall Indio, CA 92201-4434	Madison Street Improvements Contract Number: ST503K Indio, California Widen Madison Street: The work includes asphalt paving, concrete construction, drainage installations, traffic signal installations, landscaping and irrigation, water relocations and upgrades, traffic control, surveying, conduit installation, wall installation, raising utilities, pot-holing, and	Transportation	Prime Contractor	N/A	Tom Rafferty (760) 391-4017 Fax: N/A Email: N/A	\$6,922,296	8/29/2019
812398	City of El Centro 1275 Main Street El Centro, CA 92243-2816	Ec Labrucherie Ave Widening Im Contract Number: N/A El Centro, California Widen city street, full depth replacement, PCC curb, sidewalk, driveway, storm drain, manholes and signal light.	Roads / Highways	Prime Contractor	N/A	Abraham Campos (760) 337-4505 Fax: N/A Email: N/A	\$3,242,668	5/17/2019
632465	BNSF Railway Company 2301 Lou Menk Drive Gob 1W Fort Worth, TX	Barstow Interim Intermodal Fac Contract Number: BF10014160 Barstow, California This project consisted of the clearing and demolition of structures within the project footprint, the construction of two (2) 3,100 TF working tracks and a 16 acre parking lot located on the southwest side of the BNSF Barstow Yard. Also includes grading, drainage, relocation of water mains, sanitary sewer, a lift station, a 12' x 40' modular building, a gate booth, a Crane maintenance Canopy, concrete crane maintenance pads, a 40' crane maintenance storage container, asphalt paving, concrete craneways, electrical work including 7 high mast lights, fencing, pavement markings and relocation of a fiber-optic ductbank.	Transit / Rails	Prime Contractor	N/A	Miguel Palino (909) 841-0040 Fax: N/A Email: N/A	\$15,414,578	5/1/2019
846699	County of Riverside PO Box 1090 Riverside, CA 92502-1090	Box Canyon Road Repair Contract Number: 45-19190101 Mecca, California Storm damage repair work	Roads / Highways	Prime Contractor	N/A	Hector Davila (909) 677-8888 Fax: N/A HeDavila@rivco.org	\$3,000,000	3/31/2019
856867	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	08-1J1804 I10 Digouts Overlay Contract Number: 08-1J1804 Desert Center, California Project included HMA digouts at bridge approaches and departures along a 35 mile section of I10 for both east and west bound lanes.	Transportation	Prime Contractor	N/A	Khoi Vu (951) 232-6263 Fax: N/A Khoi.vu@dot.ca.gov	\$3,792,317	4/29/2019
874727	Barber Motorsports Park LLC 6030 Barber Motorsports Parkway Birmingham, AL	Barber Motorsports Park Contract Number: Birmingham, Alabama Repave race track	Transportation	Prime Contractor	N/A	Mark Whitt (205) 699-7275 Fax: N/A mwhitt@barbermuseum.org	\$5,239,676	8/31/2019
876151	County of Riverside PO Box 1090 Riverside, CA 92502-1090	No Indian Cyn And Gillman Spr Contract Number: C6-0089 AND C9-0059 Moreno Valley, California North Indian Canyon Drive, Widening Project Phase 1, 29th Avenue to 18th Avenue, Cities of Palm Springs and Desert Hot Springs and Gilman Springs Road Resurfacing, Moreno Valley City Limit to State Highway 79, Gilman Hot Springs Area	Transportation	Prime Contractor	N/A	Justin Robbins (951) 237-4280 Fax: N/A jrobbins@rivco.org	\$4,768,128	11/15/2019

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
715392	American Honda Motor Company 1919 Torrance Blvd, Bldg 320 Torrance, CA 90501-2746	Pd Honda Ride Roads Contract Number: Cantil, California Grade/Base/Ac/Concrete	Roads / Highways	Prime Contractor	N/A	Jason Kist (310) 783-013 Fax N/A Email: N/A	\$5,054,358	1/15/2019
748229	Limoneira Lewis Community Builders LLC 1156 North Mountain Ave Upland, CA 91786	Vt Limoneira East Area 1 Contract Number: EA-1-LIMONEIRA Santa Paula, California Site rough grading 370 crease flat to gentle incline The area to be graded consists of approximately 370-acres of mostly flat to gently incline terrain located between Telegraph Road on the south, ascending hillside terrain on the north, Haun Creek on the east, and Santa Paula Creek on the west. In general, rough grading will consist of unclassified/common excavations involving mass excavation, lot and street over excavations, unsuitable soil removals, handling of oversize rock materials, site finish grading, SWPPP/dust control related activities and compliance. Alternate bid work consists of excavations for deep utilities, and top-loading and processing of overly moist fill materials, and handling/compacting import provided by others.	Roads / Highways	Prime Contractor	N/A	Tony Marro (805) 823-3278 Fax N/A tony.marro@lewismc.com	\$19,429,000	1/30/2019
802688	Mian Development Corporation 24150 Park Sorrento Calabasas, CA 91302-4101	Vt Camarillo Hills Drain Imp Contract Number: 04-13 Camarillo, California Demolition of existing concrete channel. Placement of new twin RCB precast culvert approximately 1,200 lf	Pavement Preservation	Subcontractor	Mian Development Corporation	John Mathews (805) 660-0751 Fax N/A Email: N/A	\$4,989,622	2/1/2019
813799	Palmdale, City Of 38300 N Sierra Hwy Palmdale, CA 93550-4798	Pd 2018 Arterial Overlay Progr Contract Number: 748 Palmdale, California construction of a 2" TRMAC overlay on sections of 3 different arterial streets in the City of Palmdale; The work may consist of, but is not limited to: traffic control plan design & implementation, asphalt grinding, TRMAC paving, thermoplastic striping, traffic loop restoration, and utility / survey monument adjustment.	Roads / Highways	Prime Contractor	N/A	David Wu (661) 267-5338 Fax N/A Email: N/A	\$3,245,497	1/31/2019
825479	First Solar Electric 350 West Washington Street Tempe, AZ 85281-1496	Pd Phoebe Solar Contract Number: Kermit, Texas Installation of 120,000 4"X6"X15' structural H beam bearing piles. Mechanical installation 9,000 rows of NEXTracker Horizon single axis solar tracker. 3,000 acre, 250 MW utility scale solar installation.	Power	Subcontractor	First Solar Electric Inc	Luke Adams Phone Number: Fax N/A lucas.adams@firstsolar.com	\$17,886,491	5/16/2019
856991	Rio Tinto Materials 14486 Borax Road Boron, CA	Pd Rio Tinto Pond Retrofit Contract Number: CW2129657 Boron, California Site grading, concrete rehabilitation, sump and pump installation, concrete pad placement, HDPE liner placement, Electrical component installation.	Mining	Prime Contractor	N/A	Roni Lima (760) 762-7000 Fax N/A Email: N/A	\$5,390,387	8/31/2019
831626	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy I-5 Near Huron Contract Number: 06-0U0804 Cantu Creek, California Panel replacement, cold plane, HMA and RHMA paving, and MGS. Road Reconstruction & RHMA Overlay	Transportation	Prime Contractor	N/A	Din Daddawalla (559) 417-5927 Fax N/A dindaddawalla.dot.ca.gov	\$12,140,069	7/31/2019
692674	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Fr I-5 Rhma Overlay-Los Banos Contract Number: 10-1H4104 Los Banos, California 10' RHMA Overlay and shoulder improvements for 17 Miles on I-5.	Transportation	Prime Contractor	N/A	Brent Haroldsen (559) 246-6410 Fax N/A brent.haroldsen@dot.ca.gov	\$30,235,993	7/31/2019
860502	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy 99 Betty Drive Contract No.: 06-471504 Tulare County, CA The new interchange encompasses a new Betty Dr. overcrossing with signalized on and off ramps. Several surrounding County of Tulare roadways will be improved with widened travel lanes, signalized intersections, upgraded roadway surfaces and a new storm drain system and basins. SR99 will be upgraded with emergency shoulders a new pumping plant to handle the storm water below the new overcrossing.	Transportation	Prime Contractor	N/A	Mandip S. Sandhu (559) 246-9433 Fax (559) 243-3825	\$10,154,485	9/30/2019
715242	Pacific Gas and Electric Company 245 Market Street San Francisco, CA 94105	PG&E Lemoore Center Contract Number: 21-16-400 Lemoore, California Cemented Gravel Concrete Culvert and Ditch Liner lining	Substation	Subcontractor	Roebbeilen Contracting, Inc.	Roebbeilen Contracting, Inc. 1241 Hawks Flight Court El Dorado Hills, CA 95762	\$3,961,346	9/11/2019

Exhibit A

Granite Construction Company

2019 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
778210	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	FR_HWY I-5 near Lost Hills Contract Number: 06-054904 Kettleman City, California Replace failed concrete slab	Transportation	Prime Contractor	N/A	Sunil Gandrathi (559) 999-5733 Fax N/A sunil.gandrathi@dot.ca.gov	\$18,197,700	1/11/2019
831626	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy I-5 Near Huron Contract Number: 06-0U0804 Cantua Creek, California Panel replacement, cold plane, HMA and RHMA paving, and MGS. Road Reconstruction & RHMA Overlay.	Transportation	Prime Contractor	N/A	Din Daddawalla (559) 417-5927 Fax N/A dindaddawalla.dot.ca.gov	\$12,140,069	8/27/2019
859586	Spsg Partners 4010 West Chandler Avenue Santa Ana, CA	Sac_Pacific Heights Dump Fc Contract Number: 1 Oroville, California Recycle debris from Wildfire	Environmental	Prime Contractor	N/A	Todd Thalhamer (916) 341-6356 (530) 391-2230 todd.thalhamer@calrecycle.ca.gov	\$9,912,188	12/31/2019
796267	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Hwy 79 Julian Bwc Contract Number: 11-2N0184 Julian, California Apply Bonded Wearing Course Overlay, Shoulder Backing and Cold Plane.	Roads / Highways	Prime Contractor	N/A	Rene Figueroa (858) 688-1551 Fax N/A rene.figueroa@dot.ca.gov	\$6,426,601	1/24/2019
814459	San Diego County Regional Airport Authority 3225 North Harbor Drive San Diego, CA 92138-2776	Rehab Cross Taxiways Contract Number: 104220R San Diego, California The project provides rehabilitation of Cross Taxiways B1, B4-B7, C3, C4, and C6, which includes milling and overlay nominal 5 to 6-inch full depth replacement of asphalt pavement; approximately 260,555 square feet of pavement surface; removal and replacement of failed subgrade; reconstruction of a portion of Taxiway B1 with concrete pavement; relocation of western edge of pavement and associated edge marking, lighting and taxiway signs; realignment of Taxiway C6 including construction of new Taxiway full strength and shoulder pavement, mill and asphalt inlay. This brings the total area to about 294,595 SF; and airfield lighting relocation, replacement of impacted striping.	Airports	Prime Contractor	N/A	Ted Rigo (303) 908-4052 Fax N/A	\$7,262,364	3/21/2019
730763	Port Of Pasco PO Box 769 Pasco, WA 99301-1211	Pas-Pop General Aviation Apron Contract Number: 3-53-0046-044 Pasco, Washington Reconstruction of approx. 60,000 SY of the airport. Removal of concrete pavement, excavation, subgrade prep., placement of storm water pipes, catch basins, trench drains, peercolation trenches, CSBC, HMA, aircraft tie doesn, apron lighting and pavement markings.	Airports	Prime Contractor	N/A	Lee Unterwegner, P.E. (509)783-2144 (O) (509) 360-7900(F) ju@pub.com	\$4,826,147	9/18/2019
863786	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Wen-Ncr Seal 2019 Contract Number: 9365 Okanogan, Grant County and Mottawa Washington Removing misc. traffic items, removing guardrail, pavement repair excavation, roadway excavation incl haul, embankment compaction, crushed surfacing base haul, emulsified asphalt, asphalt for fog seal, furnishing and placing crushed screenings, crack sealing, HMA for preleving and pavement repair and other work.	Transportation	Prime Contractor	N/A	Brian Person (509) 657-2881 Fax N/A pearsonB@wsdot.wa.gov	\$8,358,140	10/1/2019
786125	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Bhm Sr9 & Sr20 Park Cottage Contract Number: 9221 Sedro Wooley, Washington Mainline HMA paving, Fog seal, curb/gutter, sidewalk, pedestrian curb, raising utilities, planing bituminous pavement, striping	Roads / Highways	Prime Contractor	N/A	Shane Spahr (360) 848-7103 Fax N/A spahrS@wsdot.wa.gov	\$3,284,277	5/29/2019
853077	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Evt Sr104 Vic-164Th St Paving Contract Number: 9330 Mountlake Terrace, Washington 2.2 miles of northbound I-5 between SR 104 and 212th Street Southwest in Mountlake Terrace. Crews ground off about two inches of asphalt and repaved it with fresh asphalt. The crews also repaved the ramps connecting I-5 with the 164th Street interchange north of Lynnwood.	Transportation	Prime Contractor	N/A	Shawn Neil Wendt, P.E. (425) 225-8726 Fax N/A wendts@wsdot.wa.gov	\$7,627,820	11/30/2019
857279	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Bhm I-5 To Britton Paving Contract Number: 9362 Bellingham, Washington Crews Repaved three miles of State Route 542 in both directions between I-5 and Britton Road. Highway crossings were improved, a culvert replaced near Dewey Road and in partnership with city of Bellingham, a stretch of sidewalk was added near Applebee's. These improvements provide Bellingham area drivers, cyclists and pedestrians smoother and easier access along this busy stretch of SR 542.	Transportation	Prime Contractor	N/A	Melissa Ambler (360) 788-3400 Fax N/A amblerme@wsdot.wa.gov	\$4,745,198	10/21/2019

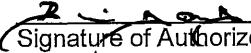
Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
907182	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Oly Sr8 Us12 To Wilson Paving Contract Number: 9411 Elma, Washington Improvement of 13.75 miles of SR8 in Grays Harbor County and Thurston County. Pavement repair, planing bituminous pavement, paving with HMA CL 1/2" PG58H-22, removing monument cases and covers, modifying expansion joint sealson bridges, resurfacin gbridge deck and replacing waterporrof membranes on bridges, pavement markings, delineation, traffic control in accordance with contract plans.	Transportation	Prime Contractor	N/A	John Romero (360) 870-2994 Fax N/A Romeroj@wsdot.wa.gov	\$3,313,283	10/20/2019
652565	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	SR 28 Shared Use Path - Pedestrian Bridge Contract Number: 3671 Incline Village, Nevada Construction of a 10 foot wide Shared Use Path for Pedestrians and Bicycles. Retaining walls, tunnel crossing, pedestrian rail, grading, rock fracturing, tree removal, drainage, rumble strips, guardrail, barrier rails, erosion control, paving, grading, retention basins, culverts, shoulders	Roads / Streets	Prime Contractor	N/A	Nick Johnson, PE (775) 430-0995 Fax N/A Email: njohnson@dotstate.nv.gov	\$37,244,818	12/31/2019
834545	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	NDOT 3739 US 50 Clear Creek Contract Number: 3739 Gardnerville, Nevada Multiple storm drains, drop inlets, trench drains, slope flattening, grading, concrete curb, gutter, channel work, guardrail and concrete barrier	Roads / Highways	Prime Contractor	N/A	Bhupinder Sandhu (775) 434-3458 Fax N/A bsandhu@dotstate.nv.gov	\$8,271,003	12/31/2019
772612	Q&D Construction, Inc. 1050 S 21st St South Sparks, NV	Poulakidas Elementary Sitework Contract Number: 15079 Reno, Nevada More grading, base paving, staining, electrical and curb and gutter	Infrastructure / Site Dev	Subcontractor	Q&D Construction, Inc.	Washoe County Schools District (775) 348-0200 Fax N/A	\$3,531,905	5/30/2019
848241	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	NDOT 3702 Readv Kietzke Complex Contract Number: 3702 Reno, Nevada Pedestrian and ADA Improvements. Curb, Gutter, Base, Paving, sidewalk and ADA Ramps.	Transportation	Prime Contractor	N/A	Sam Thompson (775) 888-7070 Fax N/A Email: N/A	\$3,005,595	7/31/2019
730529	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	Ewr Mine Access Road Contract Number: 3102807775 Bingham Canyon, Utah Project was to dump mine trucks to create new access road alignment. This new alignment was needed to expand the mine dumps to the East	Mining Civil / Site Infra	Prime Contractor	N/A	Eric Eatherton (801) 569-6261 Fax N/A eric.eatherton@riotinto.com	\$4,061,574	3/31/2019
800463	Snowbird Resort LLC 9385 S. Snowbird Center Dr Snowbird, UT	Snowbird Bridge Contract Number: Snowbird, Utah The Pedestrian Bridges at Snowbird provides guests easier and safer access to the Cliff Lodge, Snowbird Center and Peruvian Lift. The 70-foot Peruvian Bridge provides direct access, over Little Cottonwood Creek, connecting the Peruvian Lift to the Snowbird Center and Aerial Tram. The 400-foot Chickadee Bridge has three sections that are mostly covered with three landings and connects the Cliff Lodge Hotel to the Snowbird Center and Aerial Tram. Guests can rest at each of the landings and take in the incredible scenery of the natural surroundings. The Snowbird Bridges greatly improve the overall visitor experience and safety while preserving skiing pathways that pass underneath.	Bridge Only	Prime Contractor	N/A	Nima Mahak (801) 634-4375 Fax N/A nmahak@snowbird.com	\$3,056,875	3/31/2019
806048	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	Tailings Capping Contract Number: 3103314188 Magna, Utah This project was the reclamation of tailings dumps at the KUC tailing area in Magna UT. Granite regraded the existing tailing dumps to a 2.5:1 slope to decrease overall slope. When regrade was complete Granite hauled 213,000 TN of cover material and placed on slopes so vegetation can begin growing.	Mining Civil / Site Infra	Prime Contractor	N/A	Ryan Bradley (801) 652-5794 Fax N/A ryan.bradley@riotinto.com	\$6,644,758	12/31/2019

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
818764	Ogden City Corporation 2549 Washington Blvd, Suite 761 Ogden, UT 84401	Hinckley Airport Contract Number: 3-49-0024-048-2018 Ogden, Utah project was a major maintenance project that included work on every taxiway. Two taxiways were milled and overlayed (3703 Ton), one was overlayed and reprofiled (11,485 ton), one was completely rebuilt (6,947 ton) and one was removed and reconstructed on a new alignment (5,257 ton). The two that were rebuilt included new stormdrain (5,500 lf) and electrical. The overlay portion did include new electrical as well. Granite did have some additional maintenance work that included excavating a settling pond and restriping some parking areas as well. The project began in fall of 2018 and was suspended through the winter. Granite reconvened in spring of 2019. 5.5M in total revenue.	Airports	Prime Contractor	N/A	Charles Kellerman (303) 782-0882 Fax: N/A ckellerman@adgairports.com	\$5,500,561	7/1/2019
846143	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	Sr-55; Price Bridge Rehab Contract Number: F-0055(18)0 Price, Utah The Price Bridge Rehab project featured the removal and replacement of its bridge deck which spanned 680 feet over the Union Pacific Rail Road and Price Main Street. The bridge deck was approximately 34,446 SF and was replaced with partial depth, precast panels, 827 CY of low shrink-fiber reinforced concrete for the deck and 300 CY of AA(AE) Structural Concrete for all other items. The bridge deck received a thin bonded polymer overlay, pre-fabricated deck drains / down spouts, expansion joints and a new black vinyl schedule 80 fence along the north parapet & sidewalk curb wall. The project also replaced the asphalt approaches (roughly 600 TNs), followed by with chip seal and precast	Bridge Only	Prime Contractor	N/A	Brent Hadfield (435) 820-4774 Fax: N/A bhadfield@utah.gov	\$4,669,140	9/30/2019
846153	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	2700 North Contract Number: F-0134(21)11 West Haven, Utah This was considered a traffic choke point correction on I-15 off ramp to 2700 N. 91,473 SY of Mill, 16,277 TN Overlay HMA with 112,485 SY BWC. 8,725 CY material removed for widenings, with C&G and sidewalk improvements throughout the project. 5 signaled intersections were widened and traffic lanes added. The project coordinated with Union Pacific RR for an entire RR crossing rebuild.	Roads / Highways	Prime Contractor	N/A	Jace Mecham (435) 230-2989 Fax: N/A	\$5,476,149	11/30/2019
836915	Florida Department of Transportation 605 Suwanee Street Tallahassee, FL 32399	Half Runway Rehab Contract Number: 850-330-1617 Pensacola, Florida Emergency Repair Contract - Replacement of Post Tensioned Tendons for a Precast Segmental Bridge	Transportation	Prime Contractor	N/A	April Williams april.williams@dot.state.fl.us	\$5,285,795	7/3/2019

BID PROPOSAL

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

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


 Signature of Authorized Certifying Official
 Brian Dowd
 Printed Name

VP Nevada Region
 Title
 11/17/20
 Date

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

Signature _____ Date _____

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2018	0.62	.94
2019	.69	.67

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

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

BID PROPOSAL**SUBCONTRACTORS**

BP.10 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. Per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>GRANITE CONSTRUCTION CO.</i>	Address <i>1900 GLENDALE AVE, SPARKS, NV 89431</i>	
Phone <i>775-358-8792</i>	Nevada Contractor License # <i>A-8079, B-79118</i>	Limit of License <i>UNLIMITED / UNLIMITED</i>
Description of work <i>ALL OTHER WORK NOT REQUIRED TO BE LISTED</i>		
Name of Subcontractor <i>TITAN ELECTRICAL CONTRACTING</i>	Address <i>54150 MILL ST, RENO NV 89502</i>	
Phone <i>775-857-4500</i>	Nevada Contractor License # <i>69814</i>	Limit of License <i>UNLIMITED</i>
Description of work <i>ELECTRICAL</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.11 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor GRANITE CONSTRUCTION CO	Address 1900 GLENDALE AVE, SPARKS, NV 89431	
Phone 775-358-8792	Nevada Contractor License # A-8079, B-79118	Limit of License UNLIMITED / UNLIMITED
Description of work ALL OTHER WORK NOT REQUIRED TO BE LISTED.		
Name of Subcontractor TITAN ELECTRICAL CONTRACTING	Address 5450 MILL ST, RENO, NV 89502	
Phone 775-857-4500	Nevada Contractor License # 69814	Limit of License UNLIMITED
Description of work ELECTRICAL		
Name of Subcontractor KODIAK ROOFING & WATERPROOFING CO.	Address 1890 PURWA WAY, SPARKS, NV 89431	
Phone 775-562-3800	Nevada Contractor License # 42603	Limit of License UNLIMITED
Description of work ROOFING, INSULATED ROOF PANELS, GUTTERS		
Name of Subcontractor WESTERN PARTITIONS INC	Address 958 SPICE ISLAND DRIVE, SPARKS, NV 89431	
Phone 775-284-5000	Nevada Contractor License # 80715	Limit of License UNLIMITED
Description of work GYPSUM BOARD, ACOUSTICAL CEILING, PAINTING, FINISH CARPENTRY		
Name of Subcontractor MAYWELL MECHANICAL	Address 8050 WEST 4TH STREET	
Phone 775-544-9833	Nevada Contractor License # 80750	Limit of License \$ 1,400,000 -
Description of work HVAC		

BID PROPOSAL

SUBCONTRACTORS

BP. 12 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor CAPITAL GLASS, INC	Address 2951 N. DEER RUN RD, STE 1, CARSON CITY, NV 89701	
Phone 775-883-6401	Nevada Contractor License # 10139	Limit of License UNLIMITED
Description of work GLASS & GLAZING		
Name of Subcontractor NEVADA BARRICADE & SIGN CO	Address 975 INDUSTRIAL WAY, SPARKS, NV 89431	
Phone 775-355-6755	Nevada Contractor License # 52315	Limit of License UNLIMITED
Description of work GUARD RAIL, PAEMENT MARKINGS, SIGNAGE		
Name of Subcontractor TAHOE FENCE CO, INC	Address 36 BROWN DRIVE, MOUND HOUSE, NV 89706	
Phone 775-882-1063	Nevada Contractor License # 53722A	Limit of License \$ 1,200,000-
Description of work FENCING & GATES		
Name of Subcontractor HAUS PLUMBING	Address	
Phone 530-993-4270	Nevada Contractor License # 49837A	Limit of License \$ 650,000-
Description of work PLUMBING		

BID PROPOSAL

Exhibit A

SUBCONTRACTORS

BP. 12 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <u>HARRIS REBAR NORTHERN CALIFORNIA</u>	Address <u>70 LINEHAN ROAD, CARSON CITY, NV 89706</u>	
Phone <u>775-246-8622</u>	Nevada Contractor License # <u>47749</u>	Limit of License <u>UNLIMITED</u>
Description of work <u>REINFORCING STEEL</u>		
Name of Subcontractor <u>KAWCAK MASONRY</u>	Address <u>7955 SUGAR PINE CT STE #150, RENO, NV 89523</u>	
Phone <u>775-624-6422</u>	Nevada Contractor License # <u>17970</u>	Limit of License <u>\$ 950,000 -</u>
Description of work <u>MASONRY</u>		
Name of Subcontractor <u>F3 ; ASSOCIATES</u>	Address <u>2415 PYRAMID WAY, UNIT B, SPARKS, NV 89431</u>	
Phone <u>775-451-7255</u>	Nevada Contractor License # <u>PLS # 021255</u>	Limit of License <u>N/A</u>
Description of work <u>SURVEY</u>		
Name of Subcontractor <u>NORTHERN NEVADA REBAR</u>	Address <u>7955 SUGAR PINE CT #175, RENO, NV 89523</u>	
Phone <u>775-331-1824</u>	Nevada Contractor License # <u>49425</u>	Limit of License <u>\$ 4,000,000 -</u>
Description of work <u>REINFORCING STEEL</u>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

Local Preference Affidavit

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

I, Brian Dowd, VP Nevada Region, on behalf of the Contractor, Granite Construction Company, swear and affirm that in order to be in compliance with NRS 338.147 and NRS 338.1389 and be eligible to receive a preference in bidding on Bid No. 20300207, Project Name "**Carson City Landfill Entrance Facility**", 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 Granite Construction Company, 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 338.147 and NRS 338.1389:

1. The Contractor shall ensure that 50 percent of the workers employed on the job 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 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 172 effective 7/1/13, 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: Brian Dowd Title: VP Nevada Region

Signature:  Date: 11/17/20

Signed and sworn to (or affirmed) before me on this 17th day of November, 2020,
by Brian Dowd (name of person making statement).

State of Nevada)
ss.

County of Washoe)
Jerry Long

Notary Signature

STAMP AND SEAL





NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-24-0025**

GRANITE CONSTRUCTION COMPANY (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0008079** ORIGINAL ISSUE DATE: **01/10/1964** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED**

STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **FEBRUARY 1, 2020** AND EXPIRES ON **JANUARY 31, 2021**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias

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

1-01-2020

DATE



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

BID PROPOSAL

BP.13 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I, Brian Dowd, (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the **“Carson City Landfill Entrance Facility”**, contract number **20300207**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Brian Dowd

TITLE: VP Nevada Region

FIRM: Granite Construction Company

Address: 1900 Glendale Ave

City, State, Zip: Sparks, NV 89431

Telephone: 775-358-8792

Fax: 775-358-0372

E-mail Address: granitenevadabidinfo@gcinc.com

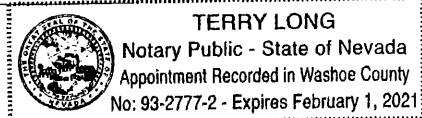
(Signature of Bidder) Brian Dowd, VP Nevada Region

DATED: 11/17/20

THERMOPHILIC BACTERIA

and sworn (or affirmed) before me on this 17 day of
December

~~(Signature of Notary)~~



Certification of Authorization and Understanding

Project Name: Carson City Landfill Entrance Facility

P390419003

Project Number: _____

This is to certify that the principals, and the authorized payroll officer certify the following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany each weekly certified payroll report for this project.

Melissa Ussery
Payroll Officer (Name)

Melissa Ussery
Payroll Officer (Signature)

Granite Construction Company
(Name of Contractor/Subcontractor)

By Brian Dowd
(Owner's Signature)

Brian Dowd, VP, Nevada Region
(Title)

0008079
(Contractor/Subcontractor License Number)

11/17/20
(Date)

Conflict of Interest Disclosure Form

Date: 11/18/20

Project: P390419003

Title: Carson City Landfill Entrance Facility

Name: Granite Construction Company

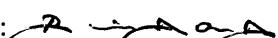
Position: Brian Dowd, VP, Nevada Region

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

I have no conflict of interest to report.

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

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

Signature: 

Brian Dowd, VP, Nevada Region

Date: 11/17/20

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2020 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: March 19, 2020


M. Craig Hall

 GRANITE CONSTRUCTION COMPANY
 CALIFORNIA
 Jan. 4, 1922
 SEAL

EXHIBIT 1

AUTHORIZED SIGNERS
Granite Construction Company
Northwest Group
Nevada Region

AUTHORIZED SIGNERS
Brian Dowd, VP Nevada Region
Don Sawyer, Las Vegas Area Manager
Taylor Polan, Area Manager
Caleb Juve, Area Manager
Matt Cates, Area Manager
Robert Smart, Chief Estimator

ATTESTORS
Don Sawyer, Las Vegas Area Manager
Terry L. Long, Executive Assistant

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
Northwest Group

AUTHORIZED SIGNERS
Brian Dowd, VP Nevada Region
Jason Klaumann, VP Utah Region
Derek Betts, VP Alaska Region
Todd A. Hill, VP Arizona Region
Michael A. Stein, VP Washington Region
Bradly Estes, VP Construction Materials

SECRETARY OF STATE



STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE
GRANITE CONSTRUCTION COMPANY

Nevada Business Identification # NV19631001612

Expiration Date: 10/31/2021

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

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

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



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 08/26/2020.

Barbara K. Cegavske

Certificate Number: B202008261032719

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

BARBARA K. CEGAVSKE
 Secretary of State

Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Patrick Cates
Director

Ward D. Patrick, P.E.
Administrator

Carson City Offices:

Public Works Section
515 E. Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 • Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1800 • Fax (775) 684-1817



PUBLIC WORKS DIVISION

Las Vegas Offices:

Public Works Section
2300 McLeod Street
Las Vegas, Nevada 89104-4134
(702) 486-5115 • Fax (702) 486-5094

Buildings & Grounds Section
(702) 486-4300 • Fax (702) 486-4308

October 16, 2020

Granite Construction Company
Attn: Mr. James Roberts
585 West Beach Street
Watsonville, CA 95076

RE: Qualification Appeal results

Dear Mr. Roberts:

On **October 16, 2020** the State Public Works Board qualified **Granite Construction Company** to bid public works construction projects up to **\$600,000,000** using the State of Nevada license number **8079** license classification **A - General Engineering** and license number **79118** license classification **B - General Building**.

This qualification to bid is valid through **October 15, 2022**. The results of the Qualification will be posted on our web site www.publicworks.nv.gov the "bid" drop down menu at the top of the home page / List of Qualified bidders.

Please contact this office at (775) 684-4141, if you should have any questions.

Sincerely,

A handwritten signature in black ink that reads "Ward D. Patrick".

Ward D. Patrick, P.E.
Public Works Administrator

WDP/kp

cc: file

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

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

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
GRANITE CONSTRUCTION COMPANY

Licensed since January 10, 1964

License No. **0008079**

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

PRINCIPALS:

JAMES ROBERTS, President, Q1
RICHARD WATTS, Secretary
JIGISHA DESAI, Treasurer

A General Engineering

LIMIT: Unlimited
EXPIRES: 01/31/2022


Chair, Nevada State Contractors Board



**STATE OF NEVADA
CONTRACTORS LICENSE**

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



GRANITE CONSTRUCTION COMPANY
P O BOX 50085
ATTN: LEGAL DEPT
WATSONVILLE, CA 95076

LIC. NO.

0008079

EXPIRES:

01/31/2022

LIMIT: Unlimited

Class: A

**STATE OF NEVADA
STATE CONTRACTORS BOARD**

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

POCKET CARD RE-ORDER FORM

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

Firm Name _____

License No. _____

Date: _____ By: _____

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
ATTN: LEGAL DEPT
WATSONVILLE, CA 95076

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

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

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
GRANITE CONSTRUCTION COMPANY

Licensed since July 01, 2014

License No. **0079118**

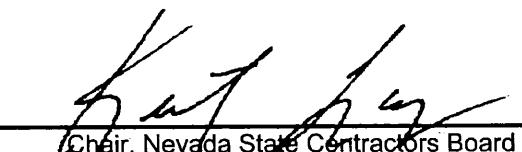
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

JAMES ROBERTS, President, Q1
RICHARD WATTS, Secretary
JIGISHA DESAI, Treasurer

B General Building

LIMIT: Unlimited
EXPIRES: 07/31/2022


Kat Hayes
Chair, Nevada State Contractors Board



Carson City Business License Division

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

BUSINESS LICENSE CERTIFICATE

Business Name: GRANITE CONSTRUCTION COMPANY

Business Location: 1900 GLENDALE AVENUE
SPARKS, NV 89431

Owner:

License Number: BL-003869-2020

Issued Date: 1/1/2020

Expiration Date: 12/31/2020

Business Type(s): 238910 Site Preparation Contractors

Mailing Address: 1900 GLENDALE AVENUE
SPARKS, NV 89431

License Type: Business License

Classification: Contractors

Fees Paid: \$78.75

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Landfill Site Improvements (#P390419003)						
Description	Account Name	Original Budget	Liquidated Amount	Encumbered Amount	Available Budget	Notes
Labor- Project Management, Design and Construction Management	2103939-506503 Site Improvements - Labor	\$ 63,100.00	\$ 9,989.33	\$ -	\$ 53,110.67	Includes costs associated with staff time for the design, management and construction management/inspection for the project. Actual amount is the internal billing amount as of 5/11/2021. The actual amount will increase as the construction progresses and more construction management/inspection time is charged to the project.
Consultant Support Services- Cultural Resources Support, Architecture, Electrical Engineering, Mechanical Engineering, Structural Engineering, and Materials Testing	2103939-506503 Site Improvements - Construction	\$ 220,573.00	\$ 175,539.44	\$ 45,033.56	\$ -	Includes costs to consultants to provide information needed to complete the design of the project, receive approval from SHPO, provide construction support, and perform materials testing services during construction.
Truck Scales (Contract #20300208)	2103939-506503 Site Improvements - Construction	\$ 153,549.00	\$ 30,000.00	\$ 123,549.00	\$ -	Contract No. 20300208 approved by the Board of Supervisors on 1/21/2021. The contract includes fabrication and installation of the truck scales.
Misc. Construction Costs (permit fees, City purchased material, scales software package)	2103939-506503 Site Improvements - Construction	\$ 37,892.55	\$ 1,113.38	\$ -	\$ 36,779.17	Includes costs for septic permit, building permit, city purchased generator, transfer switch, and server cabinet
Construction- Landfill Scalehouse Facility	2103939-506503 Site Improvements - Construction	\$ 1,976,475.60	\$ -	\$ -	\$ 1,976,475.60	Contract No. 20300207 for possible approval to Granite Construction at May 20, 2021 Board of Supervisors meeting. \$1,796,796.00 base bid and \$179,679.60 contingency.

Note: \$550,000 of the funds shown above are from FY22 landfill site improvements