

# **NOTICE TO CONTRACTORS**

**THE NEVADA COMMISSION FOR THE  
RECONSTRUCTION OF THE V&T RAILWAY (VTRW)**

**P.O. BOX 1711**

**CARSON CITY, NEVADA 89702**

**co KL Dorr Consulting LLC**

**775-721-2020**

**ken.dorr@gmail.com**



**BID #08 - V&T RAILWAY RECONSTRUCTION -  
2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT**

**PWP# CC-2023-338**

**ENGINEER'S ESTIMATE, BASE & ADDITIVE BID  
\$160,000**

The Nevada Commission for the Reconstruction of the V&T Railway (VTRW) is accepting sealed proposals for all labor, materials and equipment necessary for **BID #08 V&T RAILWAY RECONSTRUCTION – 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT**. Contractors are encouraged to visit the project site to verify and approximate the material quantities. See attached plans for reference of the project site. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto. *All contractors must comply with NRS 338.01165 ( Requirements Relating to Use of Apprentices on Public Works...) for this project, unless a modification, waiver, or exemption applies.*

This project involves pothole repairs and placement of a “Cape Seal” at the Eastgate Depot in Carson City, Nevada.

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**CONTRACTOR'S LICENSE:** The responsive bidder must possess a State of Nevada Contractors License appropriate for the type of work involved with this project. All Contractors licenses shall be in good standing and issued by the Nevada State Contractor's Board prior to construction.

**BID DOCUMENTS** may be obtained as follows at no charge.

Electronic copies of the drawings and Bid Proposal in .PDF format for this project may be obtained from KL Dorr Consulting LLC, Attn: Ken Dorr, 2720 Gold Mine Court, Reno, NV 89521, [ken.dorr@gmail.com](mailto:ken.dorr@gmail.com), 775-721-2020. Contractors requesting drawings will be placed on the Plan Holders List.

**ADDENDA** All addenda will be emailed to contractors on the Plan Holders List.

**PRE-BID CONFERENCE** There will not be a Pre-Bid Conference for this project.

**BID BOND** Bid will not be required for this project.

**QUESTIONS** regarding this bid must be received a minimum of four (4) working days prior to bid opening.

**SEALED BIDS** must be submitted in a sealed envelope which shall be clearly marked with title and number of this Bid Document to The Nevada Commission for the Reconstruction of the V&T Railway, care of the Carson City Culture and Tourism Authority, 716 North Carson Street, Carson City, Nevada 89701, or by email to [ken.dorr@gmail.com](mailto:ken.dorr@gmail.com), or in person on the Bid Opening Date at the Carson City Culture and Tourism Authority, 716 North Carson Street, Carson City, Nevada 89701, no later than June 07, 2023 by 11:00 am. Bids received after the date and time set for receipt will be **REJECTED** and returned to the bidder unopened.

**BID OPENING** will be held publicly on June 07, 2023 @ 11:10 am at the Carson City Culture and Tourism Authority, 716 North Carson Street, Carson City, Nevada 89701. Bidders, their representatives, and all other interested persons may be present during the bid opening.

A tabulation of the **BID PROPOSAL** will be available within 48 hours.

**AWARD RECOMMENDATION** will be made by KL Dorr Consulting LLC to The Nevada Commission for the Reconstruction of the V&T Railway which will be considered by the Commission at their Regular Meeting tentatively scheduled for June 28, 2023 or at special meeting to date to be determined.

**NOTICE OF PROTEST OF AWARD OF CONTRACT** must be in compliance with NRS 338.142 and submitted in writing to The Nevada Commission for the Reconstruction of the V&T Railway, P.O. Box 1711, Carson City, NV 89702 within five (5) business days after the date the recommendation to award the contract is made.

The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.

A person filing a notice of protest may be required by the VTRW, at the time or soon after the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by such authorized representative of the VTRW and the VTRW shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of

protest must be in an amount equal to the lesser of Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or fifty thousand dollars.

A notice of protest filed under these provisions operates as a stay of action in relation to the awarding of any contract until a determination is made by the VTRW on the protest.

A person who makes an unsuccessful bid may not seek any type of judicial intervention until the VTRW has made a determination on the protest and awarded the contract.

Neither the VTRW nor any authorized representative of the VTRW or such public body is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant hereto.

If the protest is upheld, the bond posted or other security submitted with or soon after the submission of the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the VTRW in an amount equal to the expenses incurred by the VTRW because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

**BID AWARD** will be made by the Nevada Commission for the Reconstruction of the V&T Railway.

**CONSTRUCTION PERIOD** will be Contractor's Preference but shall be a continuous construction period between July 1, 2023 and September 15, 2023. No work shall occur on scheduled Train Days.

**PRICES** must be quoted FOB Carson City, Nevada and are valid for sixty (60) calendar days after the **BID OPENING**.



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Kenneth L. Dorr, P.E.  
KL Dorr Consulting LLC  
Owner's Representative

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# INSTRUCTIONS TO BIDDERS

## CORRESPONDENCE AND/OR COMMUNICATIONS:

The provisions of this contract shall be approved by The Nevada Commission for the Reconstruction of the V&T Railway (VTRW), and the normal lines of communications shall be between the following persons and the authorized representative of the Contractor:

- A. Owner's Representative**  
Kenneth L. Dorr, P.E.  
KL Dorr Consulting LLC  
2720 Gold Mine Court  
Reno, Nevada 89521  
775-721-2020  
[ken.dorr@gmail.com](mailto:ken.dorr@gmail.com)

**NOTE:** The VTRW reserves the right to appoint a substitute designee for these positions at the VTRW's discretion.

## IB.1 BIDDING PROCEDURES

- A. Pre-bid Conference**  
There will not be a Pre-Bid Conference for this project.
- B. Designated Contacts**  
The designated contact for questions pertaining to the Contract Documents, Specifications and/or Drawings is the designated Owner's Representative. All questions should be submitted in writing, and will receive a written response from the Owner's Representative.
- C. Contract Drawings**  
The Contract Drawings used for Bidding shall have the following title:

CONTRACT DRAWING TITLE: **"V&T RAILWAY RECONSTRUCTION  
2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT,"** (the Work).

The Contract Drawings do not purport to show all the details of the Work. They are intended to illustrate the character and extent of the performance desired under the Contract; therefore, they may be supplemented or revised from time to time, as the Work progresses, by the Owner's Representative. Drawing revisions and/or additional drawings or sketches will be made and furnished to the Contractor if they are deemed necessary to adequately illustrate the Work.

- D. Interpretations and Addenda**  
Bidder shall take no advantage of any apparent error or omission in this Bid Document. In the event the Bidder discovers such an error or omission, he/she shall immediately notify the Owner's Representative in writing or by email. The VTRW will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of this Bid Document through the issuance of an Addendum. Any Addendum or clarification supplementing this Bid Document, the Drawings, and the Specifications, issued prior to the date and time set for the submittal of Bid Proposal shall be made part of the Contract.

If it becomes necessary to revise any part of this Bid Document, a written addendum will be provided to all plan holders. The VTRW is not bound by any oral representations, clarifications, or changes made by VTRW representatives, unless such clarification or change is provided to all Bidders in written addendum form.

Addenda shall be sent by e-mail to all who are known by the VTRW to have received a complete set of Bid Documents (plan holders). No Addendum shall be issued by the VTRW less than two (2) working days prior to the advertised date and time for Bid submittal. **Note:** Bidders are required to submit questions four (4) working days prior to the advertised date and time for Bid submittal.

# INSTRUCTIONS TO BIDDERS

Prior to submission of the Bid Proposal, each Bidder shall ascertain that he/she has received all Addenda issued. The Bidder shall acknowledge receipt of all Addenda by completing the acknowledgment space provided on the Bid Proposal.

## **E. Bid Preparation and Submission**

1. Bid proposals are to be submitted on the Bid Proposal provided and must be manually signed by pen by an officer or authorized agent of the Bidder. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed in ink by a person authorized to bind the Bidder to a Contract. Bid proposal cannot contain any language which states the Bidder retains final approval of acceptance of any of the terms, conditions, specifications and/or finalized Contract.
2. Each Bid shall be submitted in a sealed envelope and the envelope must be prominently marked on the lower left corner as follows:

**BID NO. 08**

**" V&T RAILWAY RECONSTRUCTION**

**2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT."**

BID DEADLINE DATE AND TIME: \_\_\_\_\_

COMPANY NAME:

3. The VTRW will not consider a Bid that fails to comply with the above stated requirements. The VTRW will not be responsible for the premature opening of a Bid not properly addressed or identified. All Bids must be received prior to the date and time specified in the Notice to Contractors at the following address:

**The Nevada Commission for the Reconstruction of the V&T Railway, care of the Carson City Culture and Tourism Authority, 716 North Carson Street, Carson City, Nevada 89701, or by email to ken.dorr@gmail.com, or in person on the Bid Opening Date at the Carson City Culture and Tourism Authority, 716 North Carson Street, Carson City, Nevada 89701.**

4. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified. Mailed Bids must be received by the VTRW prior to the closing date and time for receipt of Bids in order to receive consideration. Bids submitted by facsimile or email will not be accepted or considered.

## **F. Documents Necessary for Submittal**

The Bid Proposal Summary, Bidder's Preference Certificate of Eligibility (if applicable) and any other documents required as defined in the Contract Documents all shall be included in the sealed envelope. The VTRW will not consider a Bid received if there is an omission of or failure to complete any portion of the required documents at the time of the Bid Opening.

## **G. Bid Security**

Bid Security is not required for this project.

## **H. Quantities**

The quantities given in the Bid Document or indicated by the unit Bid items are approximate quantities and are intended to illustrate the Scope of Work. The Bidder shall be responsible for verifying the exact quantities involved each month through the measurement and payment provisions of the Bid Document.

## **I. Compensation**

The Total Bid Price shall cover all Work required by the Bid Document. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, tools and temporary utilities; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices Bid. All work not specifically set forth as a pay item in the Bid Proposal shall be considered a subsidiary obligation of the Bidder, and all costs in connection therewith shall be included in the prices Bid.

# INSTRUCTIONS TO BIDDERS

## J. Schedule of Values

The purpose of the Schedule of Values shall serve the VTRW in two (2) distinct areas:

1. **PRIOR TO AWARD OF BID:** The VTRW may request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of determining an unbalanced Bid. The analysis shall be conducted by the Owner's Representative.
2. **AFTER AWARD OF BID** The VTRW will request a Schedule of Values for any or all item(s) included in the Bid Proposal for the purpose of making partial payments to the Contractor.

Under no circumstances may any Bid item reflected as LUMP SUM or otherwise be increased or decreased as a result of the Lump Sum Bid breakdown analysis.

All prospective Bidders may be required to prepare a Schedule of Values, and it shall be the Bidder's responsibility to verify the quantities as shown on the Drawings before preparing his/her Bid. The schedule as shown on the Contract Drawings does not constitute a complete outline of the Work to be performed by the Contractor in accordance with the Contract Drawings and Specifications. This list is intended to include all major items, and the Bid computed therefrom will be the maximum compensation for all work and materials furnished by the Contractor in order to comply with the Contract Drawings and Specifications, whether or not indicated in the approximate quantities or pertaining to the items of Work listed therein.

## K. Validity of Bid

The VTRW reserves the right to withhold award of the Contract for a period of sixty (60) days from the date of the Bid opening. The Bidder acknowledges in submitting his/her Bid that all prices listed in the Bid Proposal are valid for a period of not less than sixty (60) days from the date of the Bid Opening.

## L. Bidders Preference

Bidders submitting a proposal to a public body for a Public Work shall bear the responsibility to ascertain the relevancy of the "preference for certain contractors" referenced in NRS 338.147. Bidders claiming preference shall submit with their Bid Proposal the "Certificate of Eligibility" issued by the State of Nevada Contractor's Board as proof of Contractor's compliance with the provisions of NRS 338.147. Failure to submit the Certificate of Eligibility with your Bid shall result in a waiver of any Bidder preference.

**Note:** Pursuant to NRS 338.147(1), the provisions of Subsection 2 of NRS 338.147 do not apply to any Contract for a Public Work which is expected to cost less than \$250,000.

## M. Bidders Representation

Each Bidder by submitting its Bid represents that:

1. The Bidder, signing the Proposal summary and submitting the bid represents that he/she has familiarized himself with the Notice to Contractors, Contract Drawings, Specifications, and Contract Documents and has found them fit and sufficient for the purpose of preparing his/her Bid. By submission of his/her Bid, he/she agrees to all the terms and conditions of the Bid Document and further agrees that no claim will be made against the VTRW or its representatives, for any damage that he/she or his/her subcontractors may have suffered due to the inadequacy of his/her Bid on account of any alleged errors, omissions, or other deficiencies in the Notice to Contractors, Drawings, Specifications, or Contract Documents supplied to him/her by the VTRW.
2. The submission of a Bid shall constitute an acknowledgment upon which the VTRW may rely that the Bidder has thoroughly examined and is familiar with the Bid Documents. The Bidder shall in no way be relieved from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.
3. The Bidder has inspected the site(s) of the Work and is satisfied, by personal examination or by other means, of the locations of the proposed Work, of the actual conditions, including subsurface conditions, of and at the site(s) of the Work. If, during the course of its examinations, a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Bid Documents before

# INSTRUCTIONS TO BIDDERS

submitting his/her bid, the Bidder shall request the VTRW, in writing, to provide additional information and explanation.

4. Submission of a Bid by a Bidder shall constitute conclusive evidence that the Bidder has relied on his/her own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Bid, the Drawings and Specifications.
5. The information provided by the VTRW is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.
6. The Bidder, by signing the Bid Proposal, agrees that all material and workmanship on this Project shall meet or exceed OSHA standards and NIOSH standards.

Bidder must be duly qualified and possess the classification(s) of contractor's license required for this particular Work and issued by the Nevada State Contractor's Board. Nevada Contractor's License type, number, expiration date and dollar limit must be indicated on the Bid Proposal. The Bidders and the successful Contractors and their subcontractors shall comply with all provisions of NRS Chapter 624 and Nevada Administrative Code, Chapter 624. The VTRW will not consider any Bid that fails to comply with these requirements.

The successful Bidder must obtain a valid Carson City Business License within ten (10) days after the award of the Contract, or the Contractor will be declared in default of the contract.

## **N. Fair Employment Practices**

Pursuant to NRS 338.125, it is unlawful for any Contractor in connection with the performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of race, creed, color, national origin, sex, sexual preference, or age to discriminate against person with respect to hire, tenure, advancement, compensation or other terms, conditions, privileges of employment because of race, creed, color, national origin, sex, sexual preference or age.

## **O. Subcontracting**

The Bidder shall be bound by and comply with NRS 338.141 to limit the practice of shopping for Bids and shall provide a Subcontractors Listing with the submission of their Bid. The form must have the spaces filled in for each subcontractor who will be paid an amount exceeding five percent (5%) of the Bid amount. Within two (2) hours after the opening of Bids, the bidders who submitted the three lowest Bids must submit a list of names of each subcontractor who will provide labor or a portion of the Work or improvement to the Contractor for which he/she will be paid an amount exceeding one percent (1%) of the Bid amount or Fifty Thousand Dollars (\$50,000), whichever is greater.

The bidder shall verify prior to submitting their Bid that all subcontractors specified are properly licensed. Substitutions of subcontractors specified in the Bid shall comply with the requirements of NRS 338.141.

Bidder agrees that if awarded the Contract, he/she will assume responsibility for acts or omissions of subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the Bidder. Nothing contained in the Bid Document shall create any contractual relationship between any subcontractor and the VTRW.

Each Contractor engaged on a public works project shall report to the Labor Commissioner the name and address of each Subcontractor whom he/she engages for work on the project within ten (10) days after the Subcontractor commences work on the contract unless not required by the Labor Commissioner.

Substitutions for subcontractors listed in the Bid Proposal shall comply with the requirements of NRS 338.141.

# INSTRUCTIONS TO BIDDERS

## **P. Site Information**

Where investigations of surface or subsurface conditions have been made by the VTRW, in respect to foundations or other structural design for design purposes only, said information is available only for the convenience of bidders but are not a part of the Bid Documents. The VTRW and Owner's Representative assume no responsibility whatsoever as to the sufficiency of borings, or of the log of test borings or other investigations, or tests, or of the interpretations thereof; there is no guarantee, warranty, or representation, expressed or implied, that the conditions indicated thereby, in fact, exist or are representative of those existing throughout the work. Such information available to bidders is not to be construed in any way as a waiver of the other provisions of this paragraph and bidders must satisfy themselves through their own investigations as to the surface and subsurface conditions to be encountered at the Site.

## **IB.2. OPENING OF BIDS**

All Bids received at the designated time and place that comply with these requirements will be opened, publicly read aloud at the date, time and place set forth in the Notice to Contractors. Bidders, their representatives, and all other interested persons may be present at the opening and reading of Bids.

Any Bids received after the date and time set for receiving and opening Bids, as set forth in the Notice to Contractors and any Addendum, will not be considered. Any such Bids will be returned unopened to the Bidder.

### **A. Mistake in Bid**

A request for withdrawal of a Bid due to a purported error shall not be considered unless it is given in writing to the Owner's Representative by the Bidder within forty-eight (48) hours after opening of the bid. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which the Bid was computed, together with a certification and notarization thereon that such calculation is the original as prepared by the Bidder or his/her agent.

In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

In the case of a difference between Unit Price and the Extended Price, the Unit Price shall govern.

### **B. Withdrawal of Bid**

1. **Before Bid Opening** - A Bidder may request withdrawal of his/her, sealed Bid prior to the scheduled date and time of the scheduled Bid opening provided the request is submitted to the Owner's Representative in writing or an authorized representative must present himself with proper identification to the Owner's Representative and verbally request that the Bid be withdrawn.
2. **After Bid Opening** - No Bids may be withdrawn for a period of sixty (60) calendar days after the date and time of Bid opening, except as set forth in A above. All responsive and responsible Bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above or upon acceptance by the VTRW which occurs when the successful Bidder provides the bonds, insurance, and submits the signed Contract to the VTRW for execution and the VTRW executes the Contract.

## **IB.3 AWARD OF CONTRACT/REJECTION OF BIDS/DISQUALIFICATION OF BIDDERS**

### **A. Award of Contract**

The VTRW will award the contract to the lowest responsive and responsible Bidder based on the TOTAL OF BASE BID PLUS ADDITIVE BID. A Change Order or Orders will be issued for Additive Work to the Contractor Awarded the Contract depending on funding available for the project.

The VTRW will award the Contract pursuant to the provisions of Nevada State law including but not limited to:

- (a) Chapter 332 (Purchasing: Local Governments)
- (b) Chapter 338 (Public Works Projects)

# INSTRUCTIONS TO BIDDERS

(c) Chapter 339 (Contractor's Bonds on Public Works)

(d) Chapter 624 (Contractors).

## **B. Rejection of Bids**

The VTRW reserves the right to waive any informality or irregularity in any Bid received, and to reject any or all Bids. In the case of rejection of all Bids, the VTRW reserves the right to advertise for new Bids or to proceed to do the Work otherwise if, in the judgment of the VTRW, it is in the best interest of the VTRW.

## **C. Irregular Bid**

A Bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

1. If the Bid Proposal furnished by the VTRW is not used or is altered.
2. If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind, which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
3. If the Bid submitted contains any erasures, interlineations, or other corrections unless each such correction is prepared and authenticated in acceptance with the provisions of Paragraph IB-1.E (1).

## **D. Unbalanced Bid**

If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, in the opinion of the Owner's Representative, the Bid may be rejected. All Bids with separately priced line items shall be analyzed to determine if the prices are unbalanced. A bid may be rejected if the VTRW determines that the lack of balance poses an unacceptable risk to the VTRW.

A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

1. Over pricing of startup work, mobilization, or early items of work (front end loading) would cause a bidder to receive substantial up-front payment;
2. Base quantities and option quantities are separate line items;
3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected;
4. On items where the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low Bidder;

## **E. Disqualification of Bidders**

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

1. The Bidder is not responsive or responsible;
2. The quality of the services, materials, equipment or labor offered does not conform to the approved Contract Drawings and specifications;
3. Evidence of collusion among prospective Bidders; (Participants in such collusion will receive no recognition as Bidders)
4. Lack of the contractor's license classification required for this Work;
5. More than one Bid for the same work from an individual, firm, or corporation under the same or different name;

# INSTRUCTIONS TO BIDDERS

6. Lack of competency, understanding of the scope of the Work, adequate machinery, plant and/or equipment as revealed by the requested experience or subcontractor information;
7. Failure to list, as required, all subcontractors who will be employed by the Bidder;
8. Negative actions against the Contractor's license by any Federal, State or Local department or agency;
9. Any other reason determined, in good faith, to be in the best interests of the VTRW.

## **IB.4 BID PROTESTS**

A Bidder may file a Notice of Protest regarding the awarding of the contract in accordance with NRS 338.142 and the Notice to Contractors (NC) above, under "NOTICE OF PROTEST OF AWARD OF CONTRACT."

## **IB.5 BID PREPARATION EXPENSES**

By accepting the Bid Proposal of the Bidder, the VTRW assumes no obligation to reimburse the Bidder for Bid preparation expenses. No Bidder shall have any right or claim against the VTRW for reimbursement of Bid preparation expenses.

## **IB.6 COLLUSION, DISCRIMINATION, AND/OR PRICE FIXING**

The Bidder certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The Bidder agrees to indemnify, exonerate and hold the VTRW harmless from liability for any such violation now and throughout the term of the Contract.

**END OF INSTRUCTIONS TO BIDDERS**

# BID PROPOSAL

**BID #08**

**BID TITLE. "V&T RAILWAY RECONSTRUCTION – 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT"**

**NOTICE:** No substitution or revision to this Bid Proposal form will be accepted. The Nevada Commission for the Reconstruction of the V&T Railway (VTRW) will reject any Bid that is received that has changes or alterations to this document.

**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 \_\_\_\_\_ Addendums.

**BP.1A BASE BID SUMMARY**

Description	Schedule d Value	Unit	Unit Price	Total Price
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	Base Bid				
1	Mobilization, Demobilization and Clean-Up	1	LS		
2	Skin Patch Surface Repair in Designated Locations for Existing Slurry Sealed Re-Cycled Asphalt Roadway Surface	300	SF		
3	Surface Preparation and Place Cape Seal including Chip Seal (Type 2 Aggregate) & Slurry Seal (Type 2 Aggregate) at Parking Area and Upper Parking Area Access Road	75,800	SF		
4	Parking Lot Striping - Base Bid Re-Resurfacing Area	1	LS		

<b>BP.1B</b>	<b>Total Base Bid Price</b>	
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**BP.1C** Total Base Bid Price Written in Words:

# BID PROPOSAL

## BP.2A ADDITIVE BID SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
	<b>Additive Bid</b>			
<b>1</b> Additive Skin Patch Surface Repair in Designated Locations for Existing Re-Cycled Asphalt Roadway Surface	700	SF		
<b>2</b> Additive Shoulder Brush Clearing on both sides of 1725-ft long Eastgate Siding Road (Flint Drive to RV Turn Around)	1	LS		
<b>3</b> Additive Surface Preparation and Place Cape Seal including Chip Seal (Type 2 Aggregate) & Slurry Seal (Type 2 Aggregate) for Eastgate Siding Road (Flint Drive to RV Turn Around)	38,500	SF		
<b>BP.2B</b>	<b>Total Additive Bid Price</b>			

**BP.2C** Total Additive Bid Price Written in Words:

<b>BP. 3A</b>	<b>Total Bid Price (Total of Base and Additive Bids)</b>
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**BP.3B** Total Bid Price Written in Words:



# BID PROPOSAL

## BP.4 BIDDER INFORMATION:

**Company Name:**

Federal ID No.:

Mailing Address:

City, State, Zip Code:

Complete Telephone Number:

Complete Fax Number:

Fax Number including area code:

E-mail:

# BID PROPOSAL

## BP.5 LICENSING INFORMATION:

**Nevada State Contractor's License Number:**

License Classification(s):

Limitation(s) of License:

Date Issued:

Date of Expiration:

**Carson City Business License Number:**

Date Issued:

Date of Expiration:

Name of Licensee:

# BID PROPOSAL

## BP.6 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

Owner 1) Name:

Address:

City, State, Zip Code:

Telephone Number:

Owner 2) Name:

Address:

City, State, Zip Code:

Telephone Number:

Other 1) Title:

Name

Other 2) Title:

### Corporation/LLC:

State in which Company is Incorporated/Organized:

Date Incorporated/Organized:

Name of Corporation/LLC:

# BID PROPOSAL

Mailing Address

City, State, Zip Code:

Telephone Number:

President/Manager's Name:

Vice-President/Manager's Name:

Other 1) Name & Title:

# BID PROPOSAL

## BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
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Name 1)	
---------	--

Title 1)

Name 2)	
---------	--

Title 2)

Name 3)	
---------	--

Title 3)

Name 4)	
---------	--

Title 4)

If additional space is needed, attach a separate page)



# CONTRACT AWARD

## CA.1 AWARD OF CONTRACT/REJECTION OF BIDS/DISQUALIFICATION OF BIDDERS

### A. Award of Contract

The Nevada Commission for the Reconstruction of the V&T Railway (VTRW) will award the Contract pursuant to the provisions of Nevada State law including but not limited to:

- (a) Chapter 332 (Purchasing: Local Governments)
- (b) Chapter 338 (Public Works Projects)
- (c) Chapter 339 (Contractor's Bonds on Public Works)
- (d) Chapter 624 (Contractors)
- (e) All Applicable Federal Regulations

## CA.2 METHOD OF AWARD

The Bid, if awarded, will be awarded to the lowest responsive and responsible Bidder with the lowest Bid amount determined solely by reference to the Bidder's Total Base Bid plus any Additive or Deductive Alternatives included with the Bid. Once the VTRW has identified the winning Bidder, the VTRW may, at its sole discretion, award to the winning Bidder the Total Base Bid only, or the Total Base Bid subject to any combination of Additive or Deductive Alternatives from the winning Bidder's Bid.

## CA.3 TIME OF AWARD

### A. Time of Award

The award, if made, will be within sixty (60) calendar days after the opening of Bids. The VTRW reserves the right to accept or reject any or all Bids received.

### B. Documentation

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the VTRW within ten (10) working days following award or date of request the VTRW, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at the VTRW's option, the bid bond may be attached for damages suffered.

## CA.4 NOTICE TO CONTRACTORS:

The **CONTRACTOR** shall complete a Wage Comparison Worksheet (Federally Funded Projects Only) (See Attachment Section for form) and submit at time of bid.

## CA.5 BONDS

### A. Bonds Required

The Contractor agrees that any bonding or guarantee required by this bid shall not be considered as the exclusive remedy of the VTRW for any default in any respect by the Contractor, but such bonding or guarantee shall be considered to be in addition to any right or remedy hereunder or allowed by law, equity, or statute.

A Performance Bond and a Labor and Material Payment Bond, pursuant to the requirements of NRS 339.025, if not otherwise excluded under the threshold stated in NRS 339.025, in the amount of one hundred percent (100%) of the Contract Amount shall be required of the Contractor prior to execution of the Contract and not later than ten (10) calendar days after receipt of the Notice of Award. The Performance Bond shall remain in full force until 30-calander days after the date of Final Acceptance of this Project by the VTRW. The Labor and Material Payment Bond shall remain in full force and effect for a period of not less than one (1) year from the date of Final Acceptance of this Project by the VTRW. Each of the bonds required must be executed by one or more surety companies authorized to do business in the State of Nevada. Note that individual surety bonds are not acceptable to the VTRW.

### B. Bond Forms

The referenced bonds shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by the VTRW, as shown in the following Construction Contract forms.

# CONTRACT AWARD

The Bidder shall require any resident agent who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney.

Any Labor and Material Payment Bond or Performance Bond prepared by a licensed non-resident agent must be countersigned by a resident agent in accordance with the provisions of NRS 680A.300.

The referenced Bonds must be issued by a certified surety listed in the Department of the Treasury, Fiscal Service (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

## **CA.6 PENALTY FOR COLLUSION**

If at any time, it is found that the Contractor has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the VTRW may suffer thereby, and the VTRW may advertise for new bids for said Work. The Contractor further certifies that any and all prices which he/she may charge under the terms of the Contract do not, and will not, violate any existing Federal, State or Municipal laws or regulations concerning discrimination and/or price fixing.

## **CA.7 SUCCESSORS AND ASSIGNS**

The performance of the Contract may not be assigned. Consent will not be given to any proposed assignment which would relieve the surety of the original Contractor of their responsibilities under the Contract, nor will the VTRW consent to any assignment of a part of the Work under the Contract.

## **CA.8 RIGHTS AND REMEDIES**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the VTRW, the Design Consultant, Project Representative, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **CA.9 NOTICE TO PROCEED**

After the Pre-Construction Meeting and Project Schedule has been approved the Construction Management Team will provide information to the Contracts and Purchasing Administrator who will issue a Notice to Proceed.

## **CA.10 TIME: COMPLETION OF PROJECT**

### **A. Time**

The successful Bidder, upon becoming the Contractor after having entered into a Contract with the VTRW, shall commence the Work to be performed under the Contract between July 1, 2023 and September 15, 2023. Work shall begin on the specific Construction Start date agreed to by the Contractor and the VTRW as listed in the written Notice to Proceed, and the Work shall continuously be undertaken in accordance with the approved schedule. The entire Work shall be completed within Twenty-One (21) Calendar Days after the Construction Start Date listed in the Notice to Proceed.

The time specified above represents no overtime requirement. Any scheduling of overtime for this Project is solely that of the Contractor, unless specifically directed in writing by the VTRW. The VTRW will not be responsible for any costs related to overtime work performed unless it is specifically directed in writing by the VTRW.

# **CONTRACT AWARD**

## **CA. 11 LIQUIDATED DAMAGES FOR LATE SUBMITTALS AND LAPSE OF INSURANCE**

The Contractor shall provide all submittals required by this Contract at least ten (10) calendar days prior to the Construction Start Date listed in the Notice to Proceed. If the Contractor does not provide the submittals on or before ten (10) calendar days prior to the Construction Start Date, he/she will pay to the VTRW the amount of Two Hundred Fifty Dollars (\$250) per day as liquidated damages. If the Contractor does not keep the bonds or insurance policies in effect or allows them to lapse, the Contractor will pay to the VTRW the amount of Two Hundred Fifty Dollars (\$250) per day as liquidated damages and will be in breach of Contract.

**END OF CONTRACT AWARD**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

## Title: BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

THIS CONTRACT made and entered into this XX<sup>th</sup> day of (Month), 20XX, by and between The Nevada Commission for the Reconstruction of the V&T Railway, a political subdivision of the State of Nevada, hereinafter referred to as "VTRW", and (Construction Company Name), hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

**WHEREAS**, the VTRW is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 338 as set forth in and by the following provisions; and

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

**WHEREAS, CONSULTANT'S** compensation under this agreement 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. XXXXXXXX**, titled **BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT** (hereinafter referred to as "Contract") are both necessary and in the best interest of **VTRW**; 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 Nevada Commission for the Reconstruction of the V&T Railway. \_\_\_\_\_

#### 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 **VTRW** 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. 8 including, but not limited to, the Notice to Contractors, Table of Contents, Instructions to Bidders, Contract Award Information, 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.

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

Title: BID #08 - V&T RAILWAY RECONSTRUCTION -  
2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

### 3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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 **VTRW** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **VTRW** 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 **VTRW** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **VTRW** also reserves the right to deduct any amounts due **VTRW** 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 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:

(First and Last Name), (Title of Authorized Signer)  
(Company Name)  
(Street Address or PO Box Number)  
City, State XXXXX  
Email: XXXXXXXXXXX

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

[co KL Dorr Consulting LLC](#)  
[Kenneth Dorr, P.E.](#)  
[2720 Gold Mine Court](#)  
[Reno, NV 89521](#)  
[775-721-2020](#)

### 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of (Dollar amount written in words) and 00/100 (\$XXX,XXX.00).

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

## Title: BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

5.2 VTRW 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 VTRW 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 VTRW 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 VTRR does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon VTRW'S notice to CONTRACTOR of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

#### 6.3 Cause Termination for Default or Breach:

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

Title: BID #08 - V&T RAILWAY RECONSTRUCTION -  
2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

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 **VTRW** 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 **VTRW** 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, employee or consultant of **VTRW** 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 **VTRW** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **VTRW** 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 **VTRW**, **VTRW** 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, **VTRW** 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 **VTRW** if this Contract is terminated); and

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

6.3.4 If **VTRW** 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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

## Title: BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

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 **VTRW**. The amount to be paid to **CONTRACTOR** or **VTRW**, 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 **VTRW**, 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 **VTRW** arising from the termination of the operations of this Contract and the completion of the WORK by **VTRW** as provided above shall be paid for by any available funds held by **VTRW**. **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, **VTRW** 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 **VTRW** 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 **VTRW** to be done.

### 6.5 Time to Correct (Declared Default or Breach):

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

### 6.6 Winding Up Affairs Upon Termination:

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

## Title: BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **VTRW** 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. **NRS 338.070(5):**

### 7.1 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.1.1 Local prevailing wage rates for project location, as established by the Nevada Labor Commission shall be paid for all classifications of labor on this project WORK. In accordance with NRS 338, the hourly and daily wage rates for the State 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 **VTRW**.

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

## Title: BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

(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.

7.1.3 The original payroll records shall be certified and shall be submitted weekly to VTRW co KL Dorr Consulting LLC, 2720 Gold Mine Court, Reno , NV 89521. 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 **VTRW** as one complete package.

7.1.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **VTRW**, 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 **VTRW** 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 **VTRW**:

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.

8.2 If the VTRW 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 VTRW pays, becomes liable to pay, or

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

## Title: BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

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. **VTRW** may set off consideration against any unpaid obligation of **CONTRACTOR** to **VTRW**.

### 11. LIMITED LIABILITY:

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

### 12. FORCE MAJEURE:

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

### 13. INDEMNIFICATION:

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

## Title: BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

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 **VTRW**, 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 **VTRW** 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 **VTRW** 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 **VTRW** harmless from, and defend **VTRW** 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 **VTRW**.

### 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 VTRW'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 VTRW'S solicitation and below in this Contract following the execution pages.**

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

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

15.4 Prior approval of the insurance policies by **VTRW** shall be a condition precedent to any payment of consideration under this Contract and **VTRW'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **VTRW**

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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 **VTRW**, 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 **VTRW** of the completion of this Contract; or

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

15.6.3 Any insurance or self-insurance available to **VTRW** 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 **VTRW**, **CONTRACTOR** shall provide **VTRW** 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 **VTRW** 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 The Nevada Commission for the Reconstruction of the V&T Railway, P.O. Box 1711, Carson City, NV 89702 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The Nevada Commission for the Reconstruction of the V&T Railway, its officers, employees, consultants 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 **VTRW**.

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 **VTRW**. 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 **VTRW**.

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 The Nevada Commission for the Reconstruction of the V&T Railway 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 The Nevada Commission for the Reconstruction of the V&T Railway, P.O. Box 1711, Carson City, NV 89702. 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 **VTRW**.

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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

## Title: BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to VTRW, co KL Dorr Consulting LLC, 2720 Gold Mine Court, Reno , NV 89521:

15.16 **Certificate of Insurance:** Contractor shall furnish **VTRW** 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 **VTRW** 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 VTRW to evidence the endorsement of **VTRW** 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 **VTRW** prior to the commencement of work by **CONTRACTOR**. Neither approval by **VTRW** 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 and consultants to VTRW or others, and shall be in addition to and not in lieu of any other remedy available to **VTRW** under this Contract or otherwise. **VTRW** 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 VTRW its officers, employees, consultants 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 VTRW. There shall be no endorsement or modification of the CGL to make it excess over other available 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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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- 15.20.9 Contractor waives all rights against VTRW and its agents, officers, directors, consultants 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 VTRW 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 VTRW and its agents, officers, directors, consultants 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 to this Contract.
- 15.22 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
- 15.22.1 **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.
- 15.22.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 15.22.3 **CONTRACTOR** waives all rights against VTRW and its agents, officers, directors, consultants 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.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: XXXXXXXX

Title: BID #08 - V&T RAILWAY RECONSTRUCTION -  
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## 16. BUSINESS LICENSE:

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

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **VTRW** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **VTRW** 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. **VTRW** 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 **VTRW**, 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 **VTRW**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

## 21. VTRW 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 **VTRW** and all such materials shall be delivered into **VTRW** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **VTRW**. Notwithstanding the foregoing, **VTRW** shall have no proprietary interest in any materials licensed for use by **VTRW** that are subject to patent, trademark or copyright protection.

21.2 **VTRW** 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 **VTRW** or others without expressed permission of **CONTRACTOR**.

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: XXXXXXXX**  
**Title: BID #08 - V&T RAILWAY RECONSTRUCTION -**  
**2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT**

**22. PUBLIC RECORDS:**

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **VTRW** 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 **VTRW** for honoring such a designation. The failure to so label any document that is released by **VTRW** 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. 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.

**25. 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 Nevada Commission for the Reconstruction of the V&T Railway 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**.

**26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):**

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

**27. 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.

**28. ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**  
**Contract No: XXXXXXXX**  
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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 Nevada Commission for the Reconstruction of the V&T Railway.

Conflicts in language between this Contract and any other agreement between **VTRW** 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.

**29. 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.

**VTRW**

The Nevada Commission for the Reconstruction  
of the V&T Railway  
P.O. Box 1711  
Carson City, NV 89702

**VTRW'S LEGAL COUNSEL**

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

By: \_\_\_\_\_  
David Peterson, Chairman

By: \_\_\_\_\_  
VTRW Legal Counsel

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**PROJECT CONTACT PERSON:**

Kenneth Dorr, P.E., Engineer  
Telephone: 775-721-2020

**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

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**Title: BID #08 - V&T RAILWAY RECONSTRUCTION -  
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**Undersigned** deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

**CONTRACTOR**

**BY:** (Legal Signers – First & Last Name)

**TITLE:** XXXXX

**FIRM:** XXXXXXX

**CARSON CITY BUSINESS LICENSE #:** XXXXXXXXX

**NEVADA CONTRACTORS LICENSE #:** XXXXX

**Address:** (Street Address or PO Box #)

**City:**                    **State:**                    **Zip Code:**

**Telephone:** XXX-XXX-XXXX

**E-mail Address:** XXXXXXXXXX

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

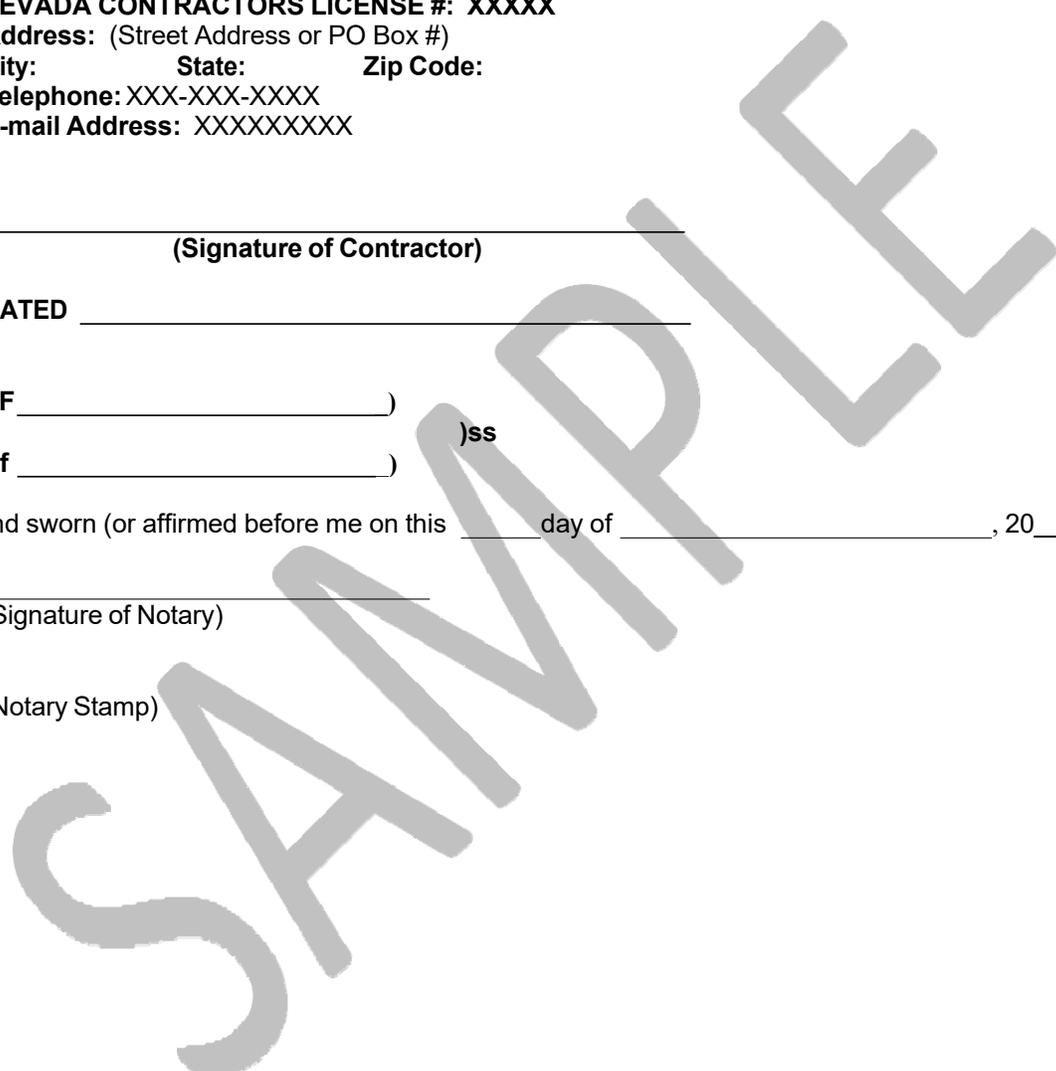
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**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)



**CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: XXXXXXXX**

**Title: BID #08 - V&T RAILWAY RECONSTRUCTION -  
2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Nevada Commission for the Reconstruction of the V&T Railway at their publicly noticed meeting of (month) XX, 20XX, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. XXXXXXXX** and titled **BID #08 - V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT**

Further, the Nevada Commission for the Reconstruction of the V&T authorizes the Chairman to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

**VTRW**

\_\_\_\_\_  
DAVID PETERSON  
DATED this XX<sup>th</sup> day of (Month), 20XX.

**ATTEST:**

\_\_\_\_\_

,  
DATED this XX<sup>th</sup> day of (Month), 20XX.

SAMPLE

# 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 the Nevada Commission for the Reconstruction of the V&T Railway, hereinafter called VTRW, 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 VTRW for **BID # 8** and titled **V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT** in accordance with drawings and specifications prepared by VTRW 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 VTRW 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 VTRW to be in default under the Contract, VTRW having performed VTRW'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 VTRW and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and VTRW, 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 VTRW to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by VTRW to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than VTRW or successors of VTRW.



# LABOR AND MATERIAL PAYMENT BOND

Bond #: \_\_\_\_\_

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

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_

\_\_\_\_\_ as Principal, hereinafter called  
CONTRACTOR, and

\_\_\_\_\_ a  
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are  
held and firmly bound unto the Nevada Commission for the Reconstruction of the V&T Railway Carson City, Nevada a  
consolidated municipality of the State of Nevada, hereinafter called VTRW, for the  
\$ \_\_\_\_\_ Dollars (state sum in words) \_\_\_\_\_

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with  
VTRW for **BID #8** and titled **V&T RAILWAY RECONSTRUCTION - 2023 EASTGATE STATION PARKING AREA  
RESURFACING PROJECT** in accordance with drawings and specifications prepared by VTRW 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 VTRW 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. VTRW 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, VTRW, 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.







## APPRENTICESHIP UTILIZATION ACT – SENATE BILL 207

Senate Bill (SB) 207 states in part: “A contractor or subcontractor employing a worker as defined in NRS 338.040 . . . shall use one or more apprentices for at least 10 % of the total hours on vertical construction and 3 % of the total hours for horizontal construction of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work when more than three employees of each craft are employed at the site of work.”

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

### GUIDELINES FOR AWARDING BODIES AND CONTRACTORS/SUBCONTRACTORS

1. For each Public Works Project (PWP) Bid Advertisement, Bid Opening, and Contract, the Public Body/Awarding Body should include the requirements of Senate Bill 207. The Public Body/Awarding Body should also determine if the PWP should be bid as a project that requires the performance of uniquely complex or hazardous work.
2. Contractors/Subcontractors should determine if they can meet the Apprentice % requirements set forth in SB 207 or need to request Apprentices from a Registered Apprenticeship Program. Contractors/Subcontractors can request Apprentices using the Apprentice Request Form or request Apprentices in writing from a Registered Apprenticeship Program. *(Written documentation will be required by the Labor Commissioner if a Request for Waiver is submitted.)*
3. If the Apprentice Request is approved and Apprentices are dispatched, an Apprentice Agreement may need to be executed between the Registered Apprenticeship Program and the Contractor/Subcontractor. A sample Apprentice Agreement has been provided.
4. A Request for Waiver can be submitted by the **PUBLIC BODY/AWARDING BODY** to the Office of the Labor Commissioner if: (1) No Registered Apprentice Programs exist for the craft/type of work required for the PWP; (2) A request for Apprentices was denied or not acted upon within 5 business days; or (3) The PWP requires the performance of uniquely complex or hazardous work.
5. **ONLY THE PUBLIC BODY/AWARDING BODY CAN SUBMIT A REQUEST FOR WAIVER. REQUESTS FOR WAIVERS SHOULD BE SUBMITTED AS SOON AS POSSIBLE AND NO LATER THAN 10 DAYS PRIOR TO THE AWARD OF THE CONTRACT.**
6. Within 15 days of receipt of the Request for Waiver, the Office of the Labor Commissioner will issue a Decision/Determination granting or denying the Request for Waiver.
7. The Public Body/Awarding Body, Contractor, or Subcontractor can appeal the Decision/Determination within 10 days of issuance.
8. The Public Body/Awarding Body shall monitor the PWP consistent with the laws and regulations set forth in Nevada Revised Statutes (NRS) section 338 and Nevada Administrative Code (NAC) section 338. If a Waiver has not been granted the Public Body/Awarding Body shall ensure that certified payroll reports and any other required documentation are submitted and maintained demonstrating the hours for each craft/job classification for the entire project meet the % requirements of SB 207.

#### **For additional information please contact us at:**

Office of the Labor Commissioner  
1818 College Parkway, Suite 102  
Carson City, NV 89706 775-684-1890  
[Mail1@labor.nv.gov](mailto:Mail1@labor.nv.gov)

Office of the Labor Commissioner  
3300 W. Sahara Avenue, Suite 225  
Las Vegas, NV 89102 702-486-2650  
[Publicworks@labor.nv.gov](mailto:Publicworks@labor.nv.gov)

TOLL FREE: 1-800-992-0900 Ext. 4850 - [www.labor.nv.gov](http://www.labor.nv.gov)

OFFICE OF THE LABOR COMMISSIONER  
 1818 COLLEGE PARKWAY, SUITE 102  
 CARSON CITY, NEVADA 89706  
 PHONE (775) 684-1890  
 FAX (775) 687-6409  
 E-Mail: [mail1@labor.nv.gov](mailto:mail1@labor.nv.gov)

**STATE OF NEVADA**  
**Office of the Labor Commissioner**

3300 W. SAHARA AVE. SUITE 225  
 LAS VEGAS, NEVADA 89102  
 PHONE (702) 486-2650  
 FAX (702) 486-2660  
 E-Mail: [publicworks@labor.nv.gov](mailto:publicworks@labor.nv.gov)

**Project Workforce Checklist**

Contract No.: \_\_\_\_\_ Project Name: \_\_\_\_\_ **USE MOST CURRENT EXAMPLE ON LABOR COMMISSIONERS WEBSITE**

Contractor/Subcontractor: \_\_\_\_\_

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

\*This is intended as a "Sample Form" only and is not an official or approved form of the Office of the Labor Commissioner. \*

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

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

Signed: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

**Email to [ken.dorr@gmail.com](mailto:ken.dorr@gmail.com)**

**OWNER :**

NEVADA COMMISSION FOR THE  
RECONSTRUCTION OF THE V & T RAILWAY  
P.O. BOX 1711  
Carson City, Nevada 89702  
(833) 724-5768  
admin@vtrailway.com

DAVID PETERSON, CHAIRMAN \_\_\_\_\_ CARSON CITY CULTURE AND TOURISM AUTHORITY  
CLAY MITCHELL, VICE-CHAIRMAN \_\_\_\_\_ STOREY COUNTY REPRESENTATIVE  
STEPHANIE HICKS, TREASURER \_\_\_\_\_ CARSON CITY REPRESENTATIVE  
LEAH KRUSE \_\_\_\_\_ VIRGINIA CITY TOURISM COMMISSION  
MICHELLE SCHMITTER \_\_\_\_\_ NEVADA GOVERNOR'S REPRESENTATIVE  
ALLYSON BOLTON \_\_\_\_\_ OPERATIONS MANAGER  
MIHAELA NEAGOS \_\_\_\_\_ LEGAL COUNSEL, CARSON CITY DISTRICT ATTORNEY'S OFFICE

# V & T RAILWAY RECONSTRUCTION

## 2023 EASTGATE STATION PARKING AREA RESURFACING PROJECT Carson City, Nevada

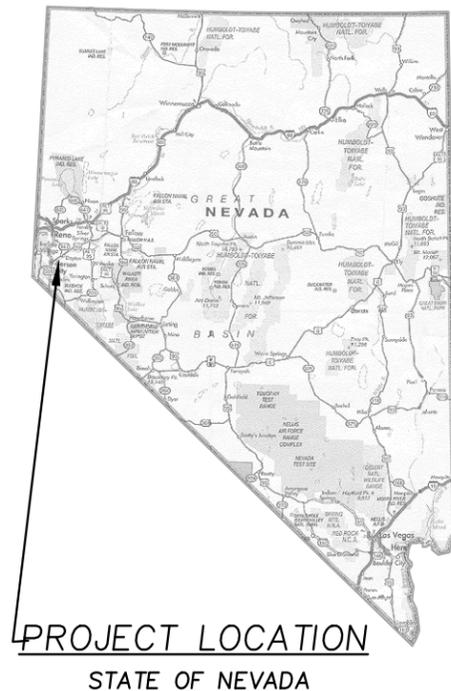
**ENGINEER :**

**KL Dorr Consulting LLC**  
P.O. BOX 20112  
Carson City, NV 89721  
(775) 721-2020 (cell)  
ken.dorr@gmail.com

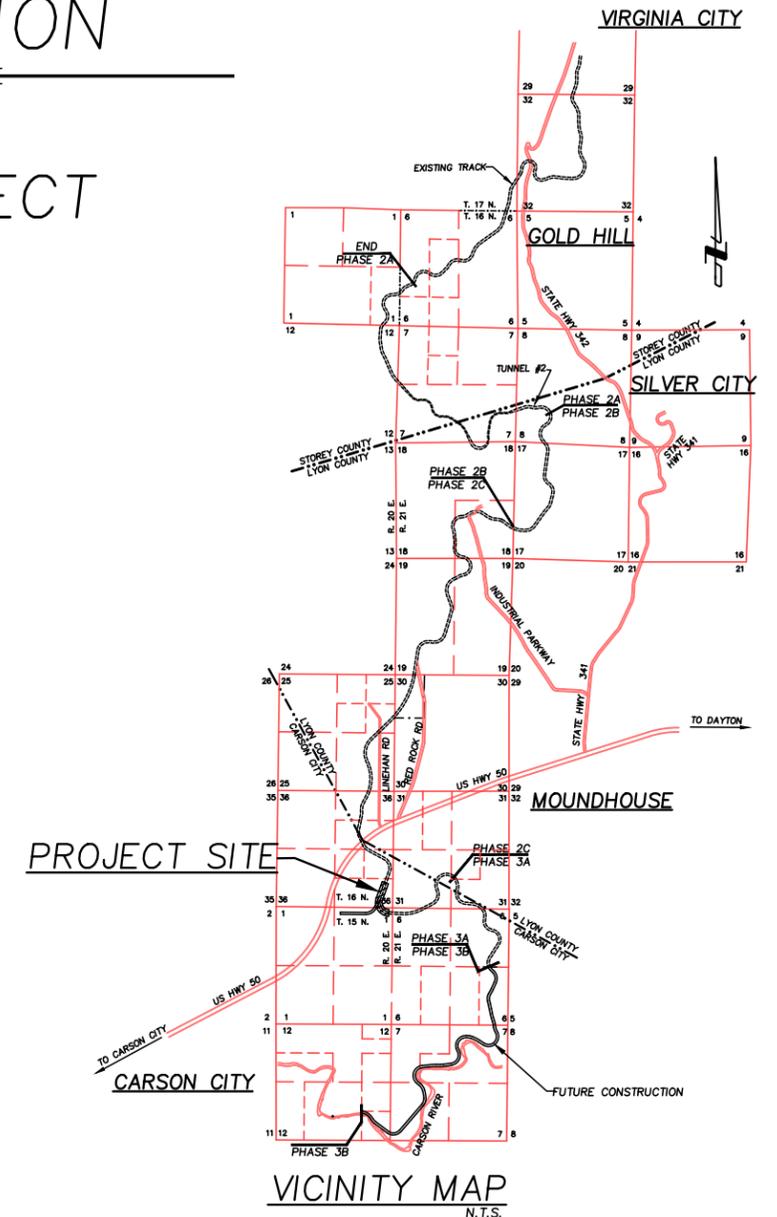


**PROJECT DATA:**

PUBLIC WORKS PROJECT # CC-2023-338



Existing	Proposed	
APPROX EX W	(N/A)	Storm Drain Culvert
□	(N/A)	Water Main
○	(N/A)	Utility Box
←	(N/A)	Utility Pole
EX O/H ELEG	(N/A)	Guy Anchor
○	(N/A)	Electrical Line
4800	(N/A)	Sign
x 4801.2	(N/A)	Contour
---	(N/A)	Aerial Spot Elevation
---	(N/A)	Flow line
---	(N/A)	Fence
EX DIRT ROAD	(N/A)	Aggregate-Base Road / Dirt Road
---	(N/A)	Right-of-Way, Property Line
(N/A)	(N/A)	Permanent Easement
---	(N/A)	Temporary Construction Easement
---	(N/A)	County Line
---	(N/A)	Section Line
---	(N/A)	1/4 Section Line
---	(N/A)	1/16 Section Line
△	(N/A)	Centerline
(N/A)	(N/A)	Survey Control Point
(N/A)	(N/A)	Temporary Construction Fence
---	(N/A)	Test Pit Location
(N/A)	(N/A)	Dirt Trail
14	"VC" 928+13.40 "VCs" 928+17.95	Mile Marker
///		Pavement



**CONTACT INFORMATION:**  
**(CALL BEFORE CONSTRUCTION)**

**CARSON CITY PUBLIC WORKS DEPARTMENT**  
3505 BUTTI WAY  
CARSON CITY, NV 89701  
RICK COOLEY - OPERATIONS MANAGER  
(775) 882-2355

**CARSON CITY PARKS & RECREATION DEPARTMENT**  
3303 BUTTI WAY, #9  
CARSON CITY, NV 89706  
DAVE NAVARRO - PARKS SUPERINTENDENT  
(775) 283-7346

**DEDICATED TO THE MEMORY OF:**  
William (Mike) Donovan Jr. PLS,  
John Flanagan,  
Janis Ayers,  
Larry McPherson,  
Marv Teixeira,  
Kevin Ray.

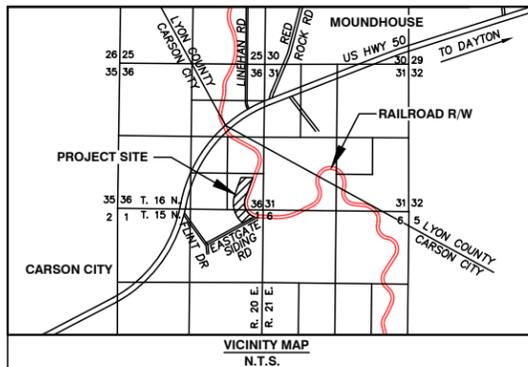
**SHEET INDEX**

1	TITLE SHEET
2	GENERAL NOTES & SPECIAL PROVISIONS
3	RESURFACING & STRIPING PLAN
4	ADDITIVE RESURFACING PLAN

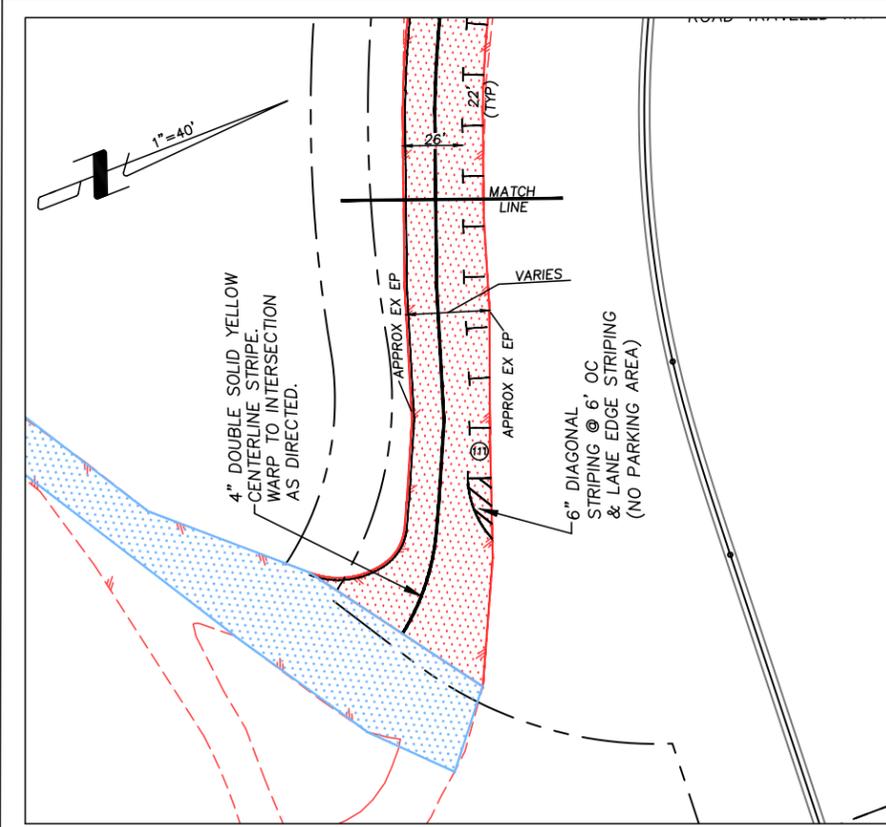
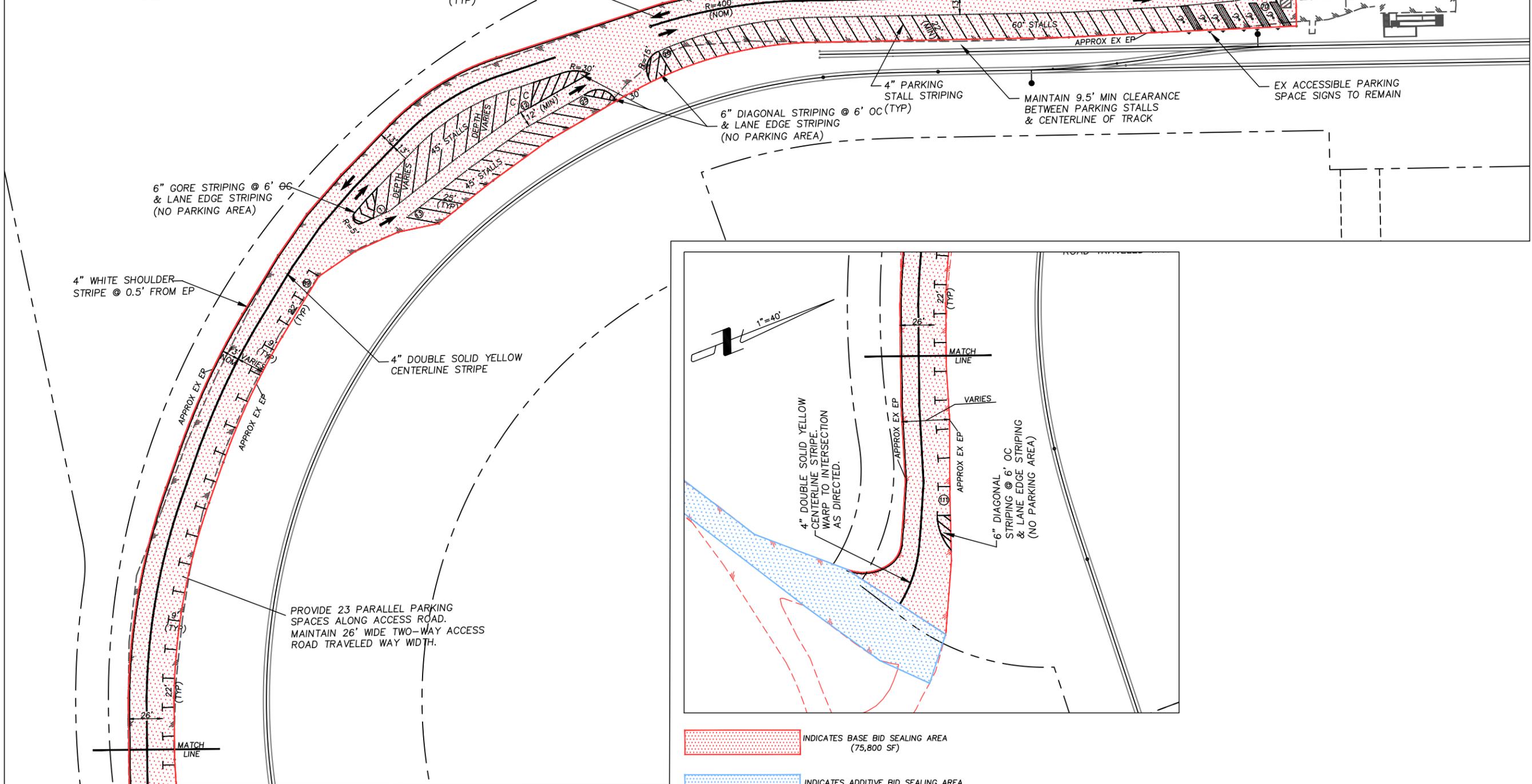
FOR BID

MAY, 2023





VICINITY MAP  
N.T.S.



INDICATES BASE BID SEALING AREA  
(75,800 SF)

INDICATES ADDITIVE BID SEALING AREA  
(38,500 SF)

C INDICATES COMPACT PARKING SPACE  
(MARK WITH LEGEND "COMPACT PARKING ONLY")

NO.	REVISION	DATE	BY



DESIGNED BY: KLD  
DRAWN BY: KLD  
JOB NO.: VTRW  
DWG No.: 23 RE-SEAL

**THE NEVADA COMMISSION  
FOR THE RECONSTRUCTION  
of the V&T RAILWAY**  
P.O. BOX 1711  
Carson City, NV 89702  
(833) 724-5762

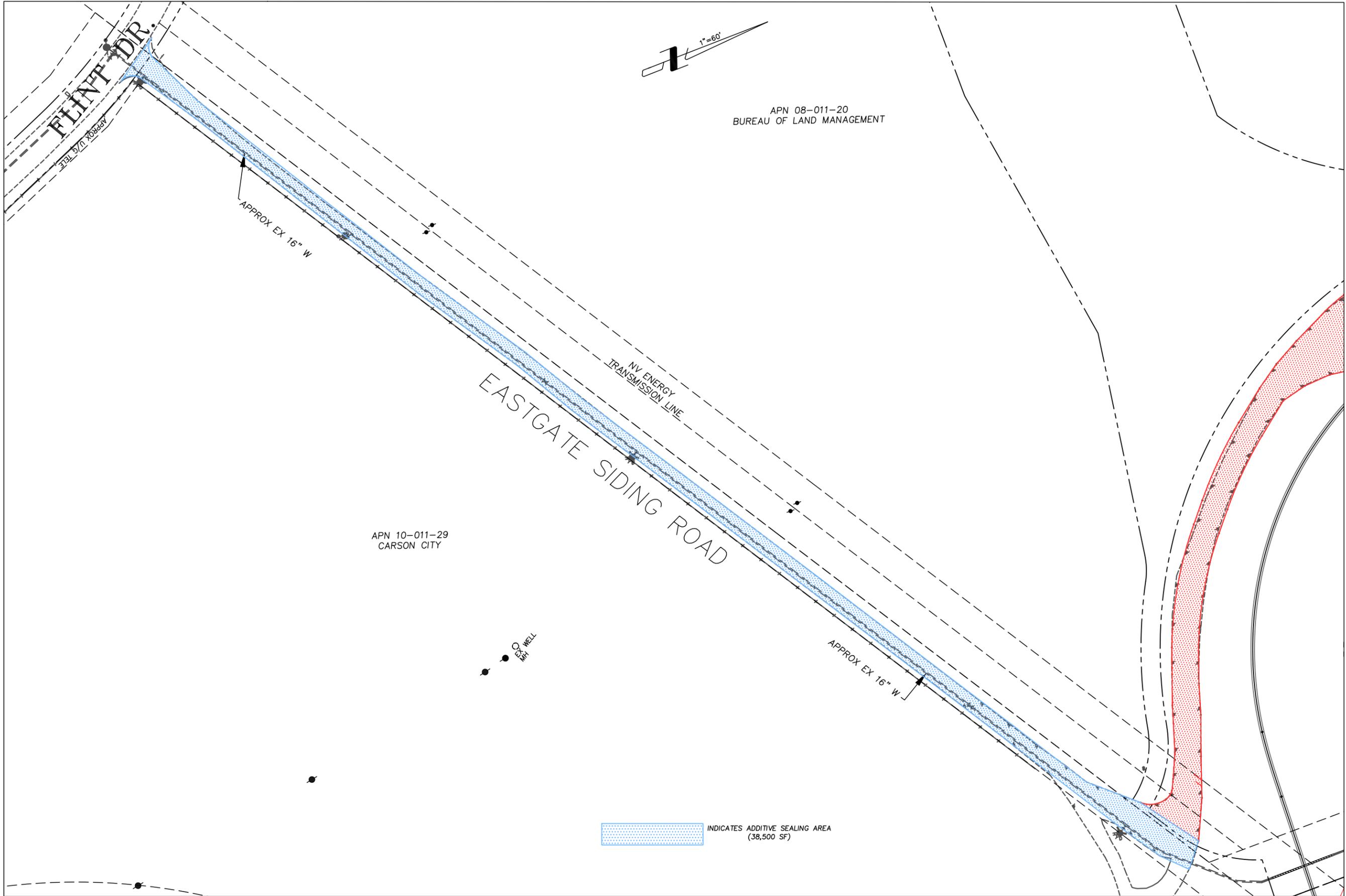
**RE-SURFACING  
& STRIPING PLAN  
V & T RAILWAY  
RECONSTRUCTION**  
2023 EASTGATE STATION  
PARKING AREA RESURFACING PROJECT

**KL Dorr Consulting LLC**  
2720 Gold Mine Ct.  
Reno, Nevada 89521  
(775) 721-2020 (cell)  
kcl.dorr@gmail.com

SCALE  
HORZ. 1"=40'  
VERT. N/A  
DATE: MAY, 2023

SHEET  
3/4

FOR BID



NO	REVISION	DATE	BY



DESIGNED BY: KLD  
 DRAWN BY: KLD  
 JOB No.: VTRW  
 DWG No.: 23 RE-SEAL

**THE NEVADA COMMISSION  
 FOR THE RECONSTRUCTION  
 of the V&T RAILWAY**  
 P.O. BOX 1711  
 Carson City, NV 89702  
 (833) 724-5762

**EASTGATE SIDING RD  
 RE-SURFACING PLAN  
 V & T RAILWAY  
 RECONSTRUCTION**  
2023 EASTGATE STATION  
 PARKING AREA RESURFACING PROJECT

**KL Dorr Consulting LLC**  
 2720 Gold Mine Ct.  
 Reno, Nevada 89521  
 (775) 721-2020 (cell)  
 ken.dorr@gmail.com

SCALE  
 HORZ. 1" = 60'  
 VERT. N/A  
 DATE: MAY, 2023

SHEET  
**4/4**

FOR BID