

Mem # 4-4A

**City of Carson City
Agenda Report**

Date Submitted: September 23, 2008

Agenda Date Requested: October 2, 2008

Time Requested: Consent

Labor Commissioner PWP # CC-2008-430

To: Mayor and Supervisors
From: Purchasing & Contracts

Subject Title: Action to determine that Atlas Contractors, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338, and to award Contract No. 0809-105 to Atlas Contractors, Inc. for a base bid amount of \$100,411.40, \$1,600.00 for the Additive/Alternate, if needed, and a contingency amount not to exceed \$10,201.14 to be funded from the Q1 & FHA - Mexican Ditch Trail and Mexican Ditch Trail Bridges Project as provided in FY 2007/2008.

Staff Summary: Carson City accepted sealed bids for all labor materials, tools, and equipment necessary for the Carson City Mexican Ditch Trail Bridges Project. Project includes, but is not limited to, dewatering, excavation, construction of concrete forms, placement of reinforcing steel and pouring concrete for bridge abutments; installation of two City furnished pre-manufactured bridges, installation of rip-rap, site grading and revegetation.

Special Note: J Slash B Enterprises, Inc. was the lowest bidder but after a review of the Contractor's License it was determined that they do not possess the proper license as stated in the specification to qualify them to perform work on this project. The specifications state a Class A Contractor's License is required to perform the work. J Slash B possesses subclass license A-7, A-12, A-15 and A-19, which does not qualify them to build bridge abutments and set bridges.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Atlas Contractors, Inc., is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338, and to award Contract No. 0809-105 to Atlas Contractors, Inc. for a base bid amount of \$100,411.40, \$1,600.00 for the Additive/Alternate, if needed, and a contingency amount not to exceed \$10,201.14 to be funded from the Q1 & FHA - Mexican Ditch Trail and Mexican Ditch Trail Bridges as provided in FY 2007/2008.

Explanation for Recommended Board Action: *NOTICE TO CONTRACTORS* were distributed on August 19, 2008 and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on August 24, 2008.

The bids were opened at approximately 2:10 p.m. on September 18, 2008 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Tony Mayer, J/B Enterprises; Lorne Johnson, J/B Enterprises; Bill Gookin, Marv McQueary Excavating; Dee Westmoreland, Wilson Construction; Rick Evans, KWYK Construction Company; Mitzi Drumm, D.F. Drumm, Inc.; Tom Young, Lumos & Assoc.; Cynthia Turiczek, Lumos & Assoc.; Ann Bollinger, CC Parks & Recreation; Vern Krahn, CC Parks & Recreation; Tom Grundy, CC Public Works, and Sandy Scott, Purchasing & Contracts Management Assistant.

Bids were received from the following bidders. Please refer to the **BID TABULATION** for specifics.

Name of Bidder	Total Award Amount
J Slash B Enterprises, Inc.	\$91,542.00
Atlas Contractors, Inc.	\$100,411.40
KWYK Construction, Inc.	\$111,777.69
D.F. Drumm, Inc.	\$114,294.00
Wilson Construction, Inc.	\$115,438.00
Marv McQueary Excavating, Inc.	\$130,896.00
Herback General Engineering, LLC	\$132,822.57
Z7 Development	\$145,160.00

Staff recommends award to Atlas Contractors, Inc. as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338.

Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 338 Public Works

Engineers Estimate: \$165,000.00

Project Budget: \$165,000.00

Fiscal Impact: Not to exceed \$112,212.55

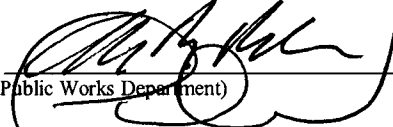
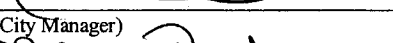
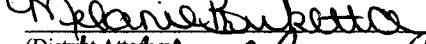
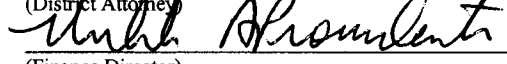
Explanation of Impact: If approved the below referenced account could be decreased by \$112,212.55.

Funding Source: Q1 & FHA Mexican Ditch Trail 254-5047-452-6503 and Mexican Ditch Trail Bridges 254-5047-452-6501 as provided in FY 2007/2008

Alternatives: Determine another bidder is the lowest and most responsible and responsive bidder pursuant to N.R.S. Chapter 338 or do not award contract.

Supporting Material: Bid Tabulation Report, Contract for Services of Independent Contractor No. 0809-105, and Bid Response from Atlas Contractors, Inc.

Prepared By: Sandy Scott, Purchasing & Contracts Management Assistant

Reviewed By:  Date: 9-23-08
(Public Works Department)
 Date: 9/23/08
(City Manager)
 Date: 9-23-08
(District Attorney)
 Date: 9-23-08
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-887-2133 extension 30137**

<http://www.carson-city.nv.us/index.aspx?page=998>

Notice to Contractors Bid# 0809-105 Carson City Mexican Ditch Trail Bridges Project

Time and Date of Opening: September 16, 2008 @ 10:10 am

Description		Bidder # 1		Bidder # 2		Bidder # 3		
		J/B Enterprises, Inc.	Atlas Contractors, Inc.	KWK Construction, Inc		5%		
BONDING Provided, \$, %, or no		5%	5%	5%		5%		
PREFERENTIAL Bidder Status		Yes	Yes	No		No		
BIDDER acknowledges receipt addendums		Yes	Yes	Yes		Yes		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price
BASE BID								
1	Mobilization/Demobilization and Clean-up	1	LS	\$2,875.00	\$4,400.00	\$10,168.00	\$10,168.00	\$10,168.00
2	Temporary Erosion Control, including Construction Fencing and Clean-Up	1	LS	\$5,000.00	\$1,795.00	\$8,824.06	\$8,824.06	\$8,824.06
3	Demolition, including Disposal of Existing North Bridge Earthenwork, including Excavation, Backfill and Subgrade Preparation	1	LS	\$11,036.80	\$2,900.00	\$3,516.64	\$3,516.64	\$3,516.64
4	6-inches of Type 2, CL B Aggregate Base, including Placement and Compaction	1	LS	\$26,202.80	\$32,130.00	\$28,946.59	\$28,946.59	\$28,946.59
5	Revegetation	1720	SF	\$1.73	\$2,975.60	\$4.50	\$7,740.00	\$7,740.00
6	12-Inch Thick Rock Rip-Rap	600	SF	\$1.54	\$924.00	\$4.88	\$2,928.00	\$2,928.00
7	Bridge Abutments, including Wing Walls	600	SF	\$2.30	\$1,380.00	\$9.10	\$5,460.00	\$5,460.00
8	Bridge Installation	4	EA	\$9,280.70	\$37,122.80	\$41,000.00	\$34,194.40	\$34,194.40
9		2	EA	\$2,012.50	\$4,025.00	\$5,000.00	\$10,000.00	\$10,000.00
Total Base Bid:				\$91,542.00	\$100,411.40	\$111,777.69	\$111,777.69	\$111,777.69
ADDITIVE/ALTERNATES								
10	Over-Excavation and Stabilization of Footing Subgrade	40	CY	\$49.45	\$1,978.00	\$300.00	\$12,000.00	\$12,000.00
Total Base Bid:				\$91,542.00	\$100,411.40	\$111,777.69	\$111,777.69	\$111,777.69
Total Additive Alternate:				\$1,978.00	\$1,600.00	\$12,000.00	\$12,000.00	\$12,000.00

Description	Bidder # 1	Bidder # 2	Bidder # 3
	J/B Enterprises, Inc.	Atlas Contractors, Inc.	KWYK Construction, Inc
Total Bid Price	\$93,520.00	\$102,011.40	\$123,777.69
Total Bid Price written in words? y/n	Yes	Yes	Yes
Bidder Information provided? y/n	Yes	Yes	Yes
Sub Contractors listed? y/n or none	Yes	Yes	Yes
Bid Document executed? y/n	Yes	Yes	Yes
END OF DOCUMENT			

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-887-2133 extension 30137**

<http://www.carson-city.nv.us/index.aspx?page=998>

Notice to Contractors Bid# 0809-105 Carson City Mexican Ditch Trail Bridges Project

Time and Date of Opening: September 16, 2008 @ 10:10 am

Description		Bidder # 3	Bidder # 4	Bidder # 5					
BONDING Provided, \$, %, or no		D.F. Drumm, Inc. 5%	Wilson Construction, Inc. 5%	Marv McQueary Excavating, Inc. 5%					
PREFERENTIAL Bidder Status		No	Yes	Yes					
BIDDER acknowledges receipt addendums		Yes	Yes	Yes					
Description	Sched Value	Unit	Unit price	Total price	Unit Price	Total Price			
BASE BID									
1	Mobilization/Demobilization and Clean-up	1	LS	\$9,950.00	\$2,000.00	\$2,000.00	\$8,880.00	\$8,880.00	
2	Temporary Erosion Control, including Construction Fencing and Clean-Up	1	LS	\$12,150.00	\$4,000.00	\$4,000.00	\$8,660.00	\$8,660.00	
3	Demolition, including Disposal of Existing North Bridge	1	LS	\$3,090.00	\$6,750.00	\$6,750.00	\$4,400.00	\$4,400.00	
4	Earthwork, including Excavation, Backfill and Subgrade Preparation	1	LS	\$16,110.00	\$44,750.00	\$44,750.00	\$12,000.00	\$12,000.00	
5	6-Inches of Type 2, CL B Aggregate Base, including Placement and Compaction	1720	SF	\$2.20	\$3,784.00	\$1.65	\$2,838.00	\$2.20	\$3,784.00
6	Revegetation	600	SF	\$2.30	\$1,380.00	\$2.75	\$1,650.00	\$1.62	\$972.00
7	12-inch Thick Rock Rip-Rap	600	SF	\$7.30	\$4,380.00	\$4.95	\$2,970.00	\$8.60	\$5,160.00
8	Bridge Abutments, including Wing Walls	4	EA	\$12,240.00	\$48,960.00	\$8,620.00	\$34,480.00	\$15,060.00	\$60,240.00
9	Bridge Installation	2	EA	\$7,245.00	\$14,490.00	\$8,000.00	\$16,000.00	\$13,400.00	\$26,800.00
Total Base Bid:				\$114,294.00	\$115,438.00	\$115,438.00	\$130,896.00	\$130,896.00	
ADDITIVE/ALTERNATES									
10	Over-Excavation and Stabilization of Footing Subgrade	40	CY	\$525.00	\$21,000.00	\$125.00	\$5,000.00	\$49.00	\$1,960.00
Total Base Bid:				\$114,294.00	\$115,438.00	\$115,438.00	\$130,896.00	\$130,896.00	
Total Additive Alternate:				\$21,000.00	\$5,000.00	\$5,000.00	\$1,960.00	\$1,960.00	

Description	Bidder # 3	Bidder # 4	Bidder # 5
	D.F. Drumm, Inc.	Wilson Construction, Inc.	Marv McQueary Excavating, Inc.
Total Bid Price	\$135,294.00	\$120,438.00	\$132,856.00
Total Bid Price written in words? y/n	Yes	Yes	Yes
Bidder Information provided? y/n	Yes	Yes	Yes
Sub Contractors listed? y/n or none	Yes	Yes	Yes
Bid Document executed? y/n	Yes	Yes	Yes
END OF DOCUMENT			

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-887-2133 extension 30137**

<http://www.carson-city.nv.us/index.aspx?page=998>

Notice to Contractors Bid# 0809-105 Carson City Mexican Ditch Trail Bridges Project

Time and Date of Opening: September 16, 2008 @ 10:10 am

Description		Bidder # 5	Bidder # 6
		Herback General Engineering, LLC	Z7 Development
BONDING Provided, \$, %, or no		5%	5%
PREFERENTIAL Bidder Status		No	Yes
BIDDER acknowledges receipt addendums		Yes	Yes
Description	Sched Value	Unit price	Total price
BASE BID			
1 Mobilization/Demobilization and Clean-up	1	LS \$7,018.20	\$7,018.20
2 Temporary Erosion Control, including Construction Fencing and Clean-Up	1	LS \$3,582.62	\$3,582.62
3 Demolition, including Disposal of Existing North Bridge	1	LS \$3,511.33	\$3,511.33
4 Earthwork, including Excavation, Backfill and Subgrade Preparation	1	LS \$24,381.90	\$24,381.90
5 6-Inches of Type 2, CL B Aggregate Base, including Placement and Compaction	1720	SF \$5.08	\$8,737.60
6 Revegetation	600	SF \$2.01	\$1,206.00
7 12-Inch Thick Rock Rip-Rap	600	SF \$6.24	\$3,744.00
8 Bridge Abutments, including Wing Walls	4	EA \$14,079.46	\$56,317.84
9 Bridge Installation	2	EA \$12,161.54	\$24,323.08
Total Base Bid:			\$132,822.57
ADDITIVE/ALTERNATES			
10 Over-Excavation and Stabilization of Footing Subgrade	40	CY \$217.27	\$8,690.80
Total Base Bid:			\$132,822.57
Total Additive Alternate:			\$8,690.80
			\$145,160.00
			\$4,000.00

Description	Bidder # 5	Bidder # 6
	Herback General Engineering, LLC	Z7 Development
Total Bid Price	\$141,513.37	\$149,160.00
Total Bid Price written in words? y/n	Yes	Yes
Bidder Information provided? y/n	Yes	Yes
Sub Contractors listed? y/n or none	Yes	No
Bid Document executed? y/n	Yes	Yes
END OF DOCUMENT		

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-105

THIS CONTRACT, made and entered into this 2nd day of October 2008, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Atlas Contractors, Inc. hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing & Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332, Nevada Revised Statutes 338, and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 0809-105 Carson City Mexican Ditch Trail Bridges Project** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 REQUIRED APPROVAL:

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

2 CONTRACT TERM:

2.1 **CONTRACTOR** agrees to complete the **WORK** on or before the date specified in the **NOTICE TO PROCEED** or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner terminated by either party as specified in **Section 6 Contract Termination**.

3 NOTICE:

3.1 Unless otherwise specified, termination shall not be effective until seven (7) calendar days after a party has served written notice of default, or without cause upon the other party. 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 with simultaneous 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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-105

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

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

Jeff Paddock, Sr. Estimator
Atlas Contractors, Inc.
1475 Hulda Way
Sparks, Nevada 89431
775-359-1000/Fax 775-359-7770
jeffp@atlascontractors.net

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

Carson City Purchasing & Contracts
Sandy Scott, Purchasing & Contracts Coordinator
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2133 extension 30137 / FAX 775-887-2107
SScott@ci.carson-city.nv.us

4 SCOPE OF WORK:

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

4.1.1 ATTACHMENT AA: Bid #0809-105 Carson City Mexican Ditch Trail Bridges Project which includes, but is not limited to the following documents: Notice to Contractors; Table of Contents; Terms & Conditions; General Conditions; Prevailing Wage Rates for Carson City; Special Conditions; Technical Specifications; Drawings; Standard Specifications; Standard Plans; Addenda, if any; Notice of Award; Permits(s); Notice to Proceed; Executed Change Orders, if any; and all supplementary documents that are intended to be complete and complementary and are intended to describe a complete Work.

4.1.2 ATTACHMENT BB: **CONTRACTOR'S** Bid Response; **CONTRACTOR'S** Bid Bond; **CONTRACTOR'S** "Certificate of Eligibility" issued by the State of Nevada Contractors' Board as proof of compliance with the provisions of Nevada Revised Statute 338.147, if any; **CONTRACTOR'S** Performance Bond; **CONTRACTOR'S** Labor and Material Payment Bond; **CONTRACTOR'S** insurance certificates; and **CONTRACTOR'S** Carson City Business License.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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4.2 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **WORK** described herein and required hereunder. **CONTRACTOR** shall perform the **WORK** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **WORK** furnished by **CONTRACTOR** to **CITY**.

4.3 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **WORK** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **WORK**.

4.4 **CONTRACTOR** shall within ten (10) calendar days of issuance of the Notice of Award obtain all necessary licenses as may be necessary. Before and during the progress of **WORK** under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom. **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has obtained all required permits and submitted all documents required by the Notice of Award, and (2) **CITY** has issued the Notice to Proceed.

4.5 Pursuant to Nevada Revised Statute 338.153, a public body shall include in each contract for a public work a clause requiring each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work to comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

4.6 **Fair Employment Practices:**

4.6.1 Pursuant to Nevada Revised Statute 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 his race, color, creed, national origin, sex, sexual preference or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of his race, creed, color, national origin, sex, sexual preference or age.

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4.6.2 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 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.

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

4.7 Preferential Employment:

4.7.1 Pursuant to Nevada Revised Statute 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.

4.7.2 In connection with the performance of work under this Contract, **CONTRACTOR** agrees to comply with the provisions of Nevada Revised Statute 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 Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 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.

4.8 Arbitration:

4.8.1 Pursuant to Nevada Revised Statute 338.150, any public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring arbitration of a dispute arising between the public body and the contractor engaged on a public work if the dispute cannot otherwise be settled. Any dispute requiring arbitration must be handled in accordance with the construction industry's rules for arbitration as administered by the American Arbitration Association or the Nevada Arbitration Association. This section does not prohibit the use of alternate dispute resolution methods before arbitration.

4.9 **CONTRACTOR** shall comply with the Copeland Anti-Kickback Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

5 CONSIDERATION:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-105

5.1 The parties agree that **CONTRACTOR** will provide the **WORK** specified in **Section 4 Scope of Work** at the **CONTRACT AMOUNT** of One Hundred Thousand, Four Hundred Eleven Dollars and Forty Cents (\$100,411.40) plus One Thousand Six Hundred Dollars and No Cents (\$1,600.00) for Additive/Alternate 1, if need.

5.1.1 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of work performed and accepted and the materials furnished at the unit and lump sum prices shown in **CONTRACTOR'S** Bid Response and any executed Change Orders.

5.2 **CONTRACT AMOUNT** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

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

6 CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for work actually completed. In no event if termination occurs under this provision 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 assure that all subcontracts which he 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, of lost profit on items of work not performed or of unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 The continuation of this Contract beyond June 30, 2009 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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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 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 services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

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

6.3.3.2 Persistently or repeatedly refuses or fails to supply properly skilled workers or proper materials;

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

6.3.3.4 Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction;

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

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

6.3.4 When any of the above reasons exist, **CITY** may provide, without prejudice to any other rights or remedies of **CITY** and after giving **CONTRACTOR** and **CONTRACTOR'S** Surety, seven (7) calendar days written notice, terminate employment of **CONTRACTOR** and may, subject to any prior rights of the surety:

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

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

6.3.4.3 Finish the Work by whatever reasonable method **CITY** may deem expedient.

6.3.5 If **CITY** terminates this Contract for one of the reasons stated in Subsection 6.3.3, **CONTRACTOR** shall not be entitled to receive further payment until the Work is finished.

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

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

6.3.5.3 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 authority, **CITY** may give notice to **CONTRACTOR** to discontinue the Work and terminate this Contract. **CONTRACTOR** shall discontinue the Work in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the work actually performed up to the time of discontinuance, including any extra work ordered by **CITY** to be done.

6.4 **Time to Correct:**

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6.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.5 Winding Up Affairs Upon Termination:

6.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

6.5.1.1 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;

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

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

6.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 25 City Ownership of Proprietary Information**.

7 REMEDIES:

7.1 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 attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

8 LIMITED LIABILITY:

8.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes 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 specified in the incorporated attachments. 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.

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9 FORCE MAJEURE:

9.1 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.

10 INDEMNIFICATION:

10.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes 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 paragraph.

10.2 Except as otherwise provided in Subsection 10.4 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:

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

10.2.2 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.

10.3 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.

10.4 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.

11 INDEPENDENT CONTRACTOR:

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11.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

11.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services 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.

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

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

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

12 PERFORMANCE BOND & LABOR AND MATERIAL PAYMENT BOND:

12.1 A Performance Bond & a Labor and Material Payment Bond, pursuant to the requirements of Nevada Revised Statute 339.025, in the amount of one hundred percent (100%) of the **CONTRACT AMOUNT** must be provided by **CONTRACTOR** to Carson City Purchasing & Contracts within ten (10) calendar days of the issuance of the Notice of Award. Said bonds 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 **WORK** by the Carson City Board of Supervisors.

12.2 Surety companies issuing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute 683A.090 and issued by an appointed agent pursuant to Nevada Revised Statute 683A.280. Performance Bond & Labor and Material Payment Bond must be on the forms supplied by Carson City Purchasing & Contracts and issued by a reputable solvent surety company properly licensed and authorized to conduct business in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and/or be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit

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staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) Said bonds shall be issued and made payable to Carson City, 201 North Carson Street Suite 11, Carson City, Nevada 89701.

12.3 Bonds issued by an individual surety are not acceptable to **CITY**.

12.4 **CONTRACTOR** 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 power of attorney.

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

12.6 **CONTRACTOR** agrees that any required bonding or guarantee shall not be considered as the exclusive remedy of **CITY** for any default in any respect by **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.

12.7 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required bonds to Carson City Purchasing & Contracts, and (2) **CITY** has issued the Notice to Proceed.

13 **INSURANCE REQUIREMENTS:**

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

13.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**, and (3) **CITY** has issued the Notice to Proceed.

13.3 **CONTRACTOR** shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by **CONTRACTOR**.

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

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13.5 The insurance requirements specified herein do not relieve **CONTRACTOR** of his responsibility or limit the amount of his liability to **CITY** or other persons, and **CONTRACTOR** is encouraged to purchase such additional insurance as he deems necessary.

13.6 **CONTRACTOR** is responsible for and must remedy all damage or loss to any property, including property of **CITY**, caused in whole or in part by **CONTRACTOR**, any subcontractor or anyone employed, directed or supervised by **CONTRACTOR**. **CONTRACTOR** is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **WORK**.

13.7 **CITY** reserves the right to occupy existing facilities under construction or to use or occupy parts of the **WORK**. Insurance policies shall not restrict or limit such use.

13.8 Insurance Coverage:

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

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

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

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

13.9 General Requirements:

13.9.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

13.9.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers,

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employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

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

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

13.9.5 Deductibles and Self-Insured Retentions: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.9.6 Policy Cancellation: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

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

13.9.8 Evidence of Insurance: Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

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

13.9.8.2 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

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

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

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

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

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

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

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

15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.1 Minimum Limit required:

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

15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

16.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

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17 BUSINESS LICENSE AND NEVADA CONTRACTOR'S LICENSE:

17.1 **CONTRACTOR** shall procure a Carson City business license within ten (10) calendar days of the issuance of the Notice of Award.

17.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing & Contracts, and (2) **CITY** has issued the Notice to Proceed.

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

17.4 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **WORK** and has the classification(s) of contractor's license stipulated by **CITY** for this particular Work issued by the Nevada State Contractors' Board.

17.5 **CONTRACTOR** and its subcontractors shall comply with all provisions of Nevada Revised Statutes Chapter 624 and Nevada Administrative Code Chapter 624.

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

18.1 **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 services of this Contract. **CONTRACTOR** will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

19 WAIVER OF BREACH:

19.1 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.

20 SEVERABILITY:

20.1 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.

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21 ASSIGNMENT/DELEGATION:

21.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

22.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

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

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

23 PUBLIC RECORDS:

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

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24 CONFIDENTIALITY:

24.1 **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.

25 FEDERAL FUNDING:

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

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

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

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

26 LOBBYING:

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

26.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

26.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

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

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27 GENERAL WARRANTY:

27.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

28 PROPER AUTHORITY:

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

29 ARBITRATION:

29.1 Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

30 GOVERNING LAW; JURISDICTION:

30.1 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.

31 ENTIRE CONTRACT AND MODIFICATION:

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

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parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

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32 ACKNOWLEDGMENT AND EXECUTION:

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

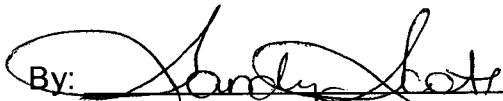
CARSON CITY

Finance Director
Attn: Sandy Scott, Purchasing &
Contracts Management Assistant
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
SANDY SCOTT

By: 
Deputy District Attorney

DATED 9-23/08

DATED 9-23-08

CITY'S ORIGINATING DEPARTMENT

BY: Andy Burnham, Public Works Director
Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@ci.carson-city.nv.us

By: 
ANDY BURNHAM
Public Works Director

DATED 9/23/08

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James K. Mahoney deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR
BY: James K. Mahoney
TITLE: Vice President
FIRM: Atlas Contractors, Inc.
CARSON CITY BUSINESS LICENSE #: 04232
NEVADA CONTRACTOR'S LICENSE #: A15657
Address: 1475 Hulda Way
City: Sparks **State:** Nevada **Zip Code:** 89431
Telephone: 775-359-1000/ **Fax #:** 775-359-7770
E-mail Address: jakem@atlascontractors.com

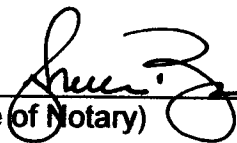


(Signature of **CONTRACTOR**)

DATED 9/23/08

STATE OF Nevada)
County of Washoe) ss

Signed and sworn (or affirmed) before me on this 23rd day of September 2008, by James K. Mahoney.



(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-105

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 2, 2008 approved the acceptance of **CONTRACT No. 0809-105**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

MARV TEIXEIRA, MAYOR

DATED this 2nd day of October 2008.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 2nd day of October 2008.

**CARSON CITY PURCHASING & CONTRACTS
SAMPLE BID BOND**

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2 SAMPLE BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We ATLAS CONTRACTORS INC
as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the
Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of
Nevada, hereinafter called City, for the sum of \$ FIVE PERCENT OF AMOUNT OF BID 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, the Principal has submitted a bid, identified as **BID #number** and titled "**bid/project**".
Bid #0809-105 Project No: 70-6010

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

(Seal)



SHEILA RE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No. 04-88888-2 Expires March 28, 2012

Executed on this 11th day of September, 2008

Signature of Principal: [Signature]

Title: VICE PRESIDENT

Firm: ATLAS CONTRACTORS INC

Address: 1475 HULDA WAY

City / State / Zip Code: SPARKS, NV 89431

Written Name of Principal: JAMES K. MAHONEY

ATTEST NAME

Signature of Notary: [Signature]

Subscribed and sworn before me this 11th day of September, 2008
(printed name of notary) Sheila Re Notary Public for the State of Nevada

Claims Under this Bond May be Addressed to: Nevada Resident Agent Information
Complete for out of state bonding companies

Name of Surety FIDELITY & DEPOSIT COMPANY Name of Local Agent ABD Insurance & Financial Services

Address OF MARYLAND Address 604 W MOANA

City 560 MISSION ST STE 2400 City RENO

State / Zip Code SAN FRANCISCO State / Zip Code NV 89509

Name CA 94105 Agent's Name Nina D Dedeker

Title Attorney in Fact Agent's Title Resident Agent

Phone (530) 581-2102 Agent's Telephone 775 827-1555

Surety's Acknowledgment [Signature]

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

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END OF SAMPLE BID BOND

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. P. HAMMOND, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lori JONES, Teri WOOD, Nick ROSSI and Nina D. DEDEKER**, all of Reno, Nevada, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Lori JONES, Teri WOOD, Nick ROSSI, dated December 6, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of May, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

M. P. Hammond

Gregory E. Murray Assistant Secretary

M. P. Hammond

Vice President

State of Maryland }
City of Baltimore } ss:

On this 29th day of May, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2007

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 11th day of September, 2008.

Liu D. Baur

Assistant Secretary



NEVADA STATE CONTRACTORS' BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-03-02-0091

ATLAS CONTRACTORS, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 15657 ORIGINAL ISSUE DATE: 01/02/1979 BUSINESS TYPE: CORPORATION CLASSIFICATION: A- GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON FEBRUARY 1, 2008 AND EXPIRES ON JANUARY 31, 2009, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias

NANCY MATHIAS, LICENSING ADMINISTRATOR FOR DATE
MARGI GREIN, EXECUTIVE OFFICER 1-15-2008

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

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

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3 BID RESPONSE FOR BID # 0809-105
BID TITLE: Carson City Mexican Ditch Trail Bridges Project

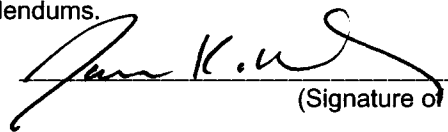
NOTICE: No substitution or revision to this **BID RESPONSE** form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this **BID RESPONSE** form. Although the Prevailing Wages are provided in this Bid document, Bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful Bidder will be required to provide the current Prevailing Wages used in preparation of their bid within twenty-four (24) hours of the time and date set for receipt of **SEALED BIDS** which is indicated in the **Notice to Contractors**.

PRICES shall be valid for sixty (60) calendar days after the date set for **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 NRS 338.147 must be submitted with his bid for the preference to be considered. This statute does not apply to projects expected to cost less than \$250,000.00.

COMPLETION of this project is expected **PURSUANT TO THESE BID AND CONTRACT DOCUMENTS**.

BIDDER acknowledges receipt of 1 Addendums.


(Signature of Bidder)

SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
BASE BID				
1) Mobilization/Demobilization and Cleanup	1	LS	\$4,400 —	\$4,400 —
2) Temporary Erosion Control, including Construction Fencing and Cleanup	1	LS	\$1,795 ⁰⁰	\$1,795 ⁰⁰
3) Demolition, including Disposal of Existing North Bridge	1	LS	\$2,900 ⁰⁰	\$2,900 ⁰⁰
4) Earthwork, including excavation, backfill and subgrade preparation	1	LS	\$32,130 ⁰⁰	\$32,130 ⁰⁰
5) 6-Inchs of Type 2, CL B Aggregate Base, including placement and compaction	1720	SF	\$1 ³⁷	\$2,352 ⁴⁰
6) Revegetation	600	SF	\$1 ⁰⁰	\$600 ⁰⁰
7) 12-Inch Thick Rock Rip-Rap	600	SF	\$8 ³⁰	\$4,980 ⁰⁰
8) Bridge Abutments, including Wing Walls	4	EA	\$10,250 ⁰⁰	\$41,000 ⁰⁰
9) Bridge Installation	2	EA	\$5,125 ⁰⁰	\$10,250 ⁰⁰

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Total Base Bid				\$ 100,411 ⁴⁰
Additive/Alternate				
10) Over-excavation and Stabilization of footing subgrade	40	CY	\$ 40 ⁰⁰	\$ 1,600 ⁰⁰
Total Add/Alt			ONE THOUSAND SIX HUNDRED DOLLARS	
			\$ 1,600 ⁰⁰	

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Total Base Bid Price Written in Words:

ONE HUNDRED THOUSAND, FOUR HUNDRED ELEVEN DOLLARS
& FORTY CENTS

NOTE: Bid may be awarded based on Base Bid or Base Bid plus Additive Alternate.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

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BIDDER INFORMATION:

Company Name:	ATLAS CONTRACTORS, INC.
Federal ID No.:	94-2847003
Mailing Address:	1475 HULDA WAY
City, State, Zip Code:	SPARKS, NEVADA 89431
Complete Telephone Number:	775-359-1000
Complete Fax Number:	775-359-7770
E-Mail Address:	jeffp@atlascontractors.net
Contact Person / Title:	JEFF PADDOCK - SR. ESTIMATOR
Mailing Address:	808 E. COLLEGE PKWY., #106
City, State, Zip Code:	CARSON CITY, NV 89706
Complete Telephone Number:	775-283-0999
Complete Fax Number:	775-283-0998
E-mail Address:	jeffp@atlascontractors.net

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LICENSING INFORMATION:

Nevada State Contractor's License Number:	15657
License Classification(s):	A
Limitation(s) of License:	UNLIMITED
Date Issued:	JANUARY 2, 1979
Expiration Date:	JANUARY 31, 2010
Name of Licensee:	ATLAS CONTRACTORS, INC.
Carson City Business License Number:	04232
Date Issued:	12-08-07
Expiration Date:	12-31-08
Name of Licensee:	ATLAS CONTRACTORS, INC.

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

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DISCLOSURE OF PRINCIPALS:

1. **Individual and/or Partnership:**

Owner 1) Name:	N/A
Mailing Address:	N/A
City, State, Zip Code:	N/A
Complete Telephone Number:	N/A
Owner 2) Name:	N/A
Mailing Address:	N/A
City, State, Zip Code:	N/A
Complete Telephone Number:	N/A
Other 1) Title:	N/A
Name:	N/A
Other 2) Title:	N/A
Name:	N/A

1153

2. **Corporation:**

State in which Company is Incorporated:	NEVADA
Date Incorporated:	AUGUST 3, 2004
Name of Corporation:	ATLAS CONTRACTORS, INC.
Mailing Address:	1475 HULDA WAY
City, State, Zip Code:	SPARKS, NV 89431
Complete Telephone Number:	775-359-1000
President's Name:	JAMES JAY MAHONEY
Vice-President's Name:	CLAY MAHONEY
Other 1) Name:	JAMES K. MAHONEY
Title:	VICE PRESIDENT
Other 2 Name:	MAURZEN MAHONEY
Title:	SECRETARY

CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE

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MANAGEMENT AND SUPERVISORY PERSONNEL: PLEASE SEE ATTACHED

Persons and Positions	Years with Company
Name 1):	
Title 1):	
[REDACTED]	
Name 2):	
Title 2):	
[REDACTED]	
Name 3):	
Title 3):	
[REDACTED]	
Name 4):	
Title 4):	
[REDACTED]	
Name 5):	
Title 5):	
[REDACTED]	
Name 6):	
Title 6):	
[REDACTED]	

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

PLEASE SEE ATTACHED

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

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REFERENCES:

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

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

PLEASE SEE ATTACHED

Company Name 1):	
PLEASE SEE ATTACHED	
Contact Person:	
Mailing Address:	
City, State Zip Code:	
Complete Telephone Number	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contact Person:	
Mailing Address:	
City, State Zip Code:	
Complete Telephone Number	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 3):	
Contact Person:	
Mailing Address:	

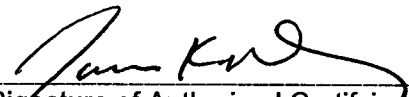
**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

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

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

1168 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY**
1169 **MATTERS PRIMARY COVERED TRANSACTIONS**

- 1170
1171 1. The prospective primary participant certifies to the best of its knowledge and belief,
1172 that it and its principals:
1173
1174 a) Are not presently debarred, suspended, proposed for debarment, declared ineligible,
1175 or voluntarily excluded by any Federal, State or Local department or agency.
1176
1177 b) Have not within a three-year period preceding this bid been convicted of or had a
1178 civil judgment rendered against them for commission of fraud or a criminal offense in
1179 connection with obtaining, attempting to obtain, or performing a public (Federal,
1180 State or Local) transaction or contract under a public transaction; violation of Federal
1181 or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,
1182 falsification or destruction of records, making false statements, or receiving stolen
1183 property.
1184
1185 c) Are not presently indicted for or otherwise criminally or civilly charged by a
1186 government entity (Federal, State or Local) with commission of any of the offenses
1187 enumerated in paragraph (1)(b) of this certification; and
1188
1189 d) Have not within a three-year period preceding this bid had one or more public
1190 transactions (Federal, State or Local) terminated for cause or default.
1191
1192 2. Where the prospective primary participant is unable to certify to any of the
1193 statements in this certification, such prospective participant shall attach an
1194 explanation to this bid.
1195

1196
1197 
1198 _____
1199 Signature of Authorized Certifying Official
1200 JAMES K. MAHONEY
1201 Printed Name

VICE PRESIDENT
Title
9-11-08
Date

1202
1203
1204 I am unable to certify to the above statement. My explanation is attached.
1205
1206

1207 _____
1208 Signature Date

1210 **BIDDER'S SAFETY INFORMATION**

1211 Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2008 2007	.84	8.13 5.34
2005 2006	.60	8.13

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.
² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

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SUBCONTRACTORS EXCEEDING ONE PERCENT (1%) OF CONTRACTOR'S TOTAL BID OR \$50,000, WHICHEVER IS GREATER

INSTRUCTIONS: This information must be submitted by the three (3) lowest Bidders within two (2) hours after the completion of the opening of the bids. Bidder shall enter "NONE" under "Name of SubContractor" if not utilizing subContractors exceeding this amount. This form must be complete in all respects. (If additional space is needed, attach a separate page.) Bidder may elect to submit this information with his bid and, in that case, Bidder will be considered as having submitted this information within the above two (2) hours.

Name of SubContractor 1): <i>NORTHERN NV CONCRETE</i>		Address: <i>235 MOONSHINE CIRCLE RENO, NV 89523</i>	
Phone: <i>775-342-6240</i>		Nevada Contractor License #: <i>6055920</i>	Limit of License: <i>\$4,000,000 -</i>
Description of the labor or portion of the work:			
Name of SubContractor 2):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 3):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 4):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 5):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

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SUBCONTRACTORS EXCEEDING FIVE PERCENT (5%) OF CONTRACTOR'S TOTAL BID

INSTRUCTIONS: This information must be submitted with your bid. Bidder shall enter "NONE" under "Name of SubContractor" if not utilizing subContractors exceeding this amount. This form must be complete in all respects. (If additional space is needed, attach a separate page).

Name of SubContractor 1): <i>NOBAMA NEV. CONCRETE</i>		Address: <i>235 MOONSHINE CIRCLE RENO, NV 89523</i>	
Phone: <i>715-342-6240</i>		Nevada Contractor License #: <i>0055920</i>	Limit of License: <i>54,000,000</i>
Description of the labor or portion of the work:			
Name of SubContractor 2):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 3):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 4):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			
Name of SubContractor 5):		Address:	
Phone:		Nevada Contractor License #:	Limit of License:
Description of the labor or portion of the work:			

**CARSON CITY PURCHASING & CONTRACTS
 BID RESPONSE**

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SUBCONTRACTORS NOT PREVIOUSLY LISTED ON THE 5% AND 1% PAGES

INSTRUCTIONS: This information must be submitted by the three (3) lowest Bidders within twenty-four (24) hours after the completion of the opening of the bids. Bidder shall enter "NONE" under "Name of SubContractor" if not utilizing any subContractors not previously listed. This form must be complete in all respects. (If additional space is needed, attach a separate page.) Bidder may elect to submit this information with his bid and, in that case, Bidder will be considered as having submitted this information within the above twenty-four (24) hours.

Name of SubContractor 1):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of SubContractor 2):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of SubContractor 3):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of SubContractor 4):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			
Name of SubContractor 5):		Address:	
Phone:	Nevada Contractor License #:	Limit of License:	
Description of the labor or portion of the work:			

CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE

1239 ACKNOWLEDGMENT AND EXECUTION:

1240

1241 STATE OF NEVADA)

1242

)SS

1243 COUNTY OF WASHOE)

1244 I, JAMES K. MAHONEY (Name of party signing this **BID RESPONSE**), do
1245 depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and
1246 agree to abide by this Bid which includes the following documents: Notice to Contractors; Table of
1247 Contents; Terms & Conditions; Bid Bond; Bid Response; Sample Contract for Services of Independent
1248 Contractor; Sample Performance Bond; Sample Labor and Material Payment Bond; General
1249 Conditions; Prevailing Wage Rates for Carson City; Special Conditions; Technical Specifications;
1250 Drawings; Standard Specifications; Standard Plans; Permits, if any; and Addenda, if any.

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BIDDER:

PRINTED NAME OF BIDDER: JAMES K. MAHONEY

TITLE: VICE PRESIDENT

FIRM: ATLAS CONTRACTORS, INC

Address: 1475 HULDA WAY

City: SPARKS

State / Zip Code: NEVADA 89431

Telephone Number: 775-359-1000

Fax Number: 775-359-7770

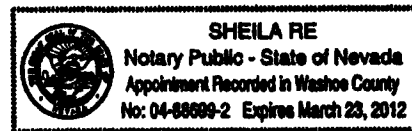
E-mail address: jakem@atlascontractors.com

James K. Mahoney
(Signature of Bidder)

DATED 09-11-

Signed and sworn (or affirmed) before me on this 11th day of September, 2008, by
JAMES K. MAHONEY

Sheila Re
(Signature of Notary)



(Notary Stamp)

END OF BID RESPONSE

Major Engineered Construction Projects Current and Completed

PROJECT NAME	PROJECT LOCATION	DESCRIPTION OF PROJECT	OWNER	DESIGN ENGINEER	DATE COMPLETED	CONTRACT AMOUNT	CONTACT NAME	CONTACT PHONE
Eagle Landing Shopping Center	Spanish Springs	Excavating, U/G Utilities, Base, Pave	Hamilton Homes	C & M	In Progress	\$ 2,500,000	Steve Hamilton	322-9902
Martis Camp Subdivisiomn (Multiple Phases)	Truckee, CA	Base & Pave New Roadways	DMB Highlands Group	G.W. Consulting	In Progress & On-Going	\$ 6,926,707	Jason Hansford	530-550-2980
Pyramid Highway Water Transmission Main (B)	Sparks, NV	Water Transmission Main	Washoe County Department of Water Resources	Washoe Co. Dept. of Water Resources	In Progress	\$ 974,745	Alan Jones Design Eng.	954-4651
Pyramid Highway Widening	Sparks, NV	Earthwork, UG, Base & Paving	Kiley Ranch Communities	PBS&J	In Progress	\$2,800,000	Ron Applegate	323-8844
South Meadows Middle School	Reno, NV	Earthwork, Utilities, Base & Pave	Washoe County School District	Sheehan, Van Woert, Bigotti	In Progress	\$ 1,991,790	Mike Brunkow United Const.	853-1163
Tahoe-Reno Industrial Center (TRIC)	McCairan, NV	Base & Pave Roadways	Roger Norman Tahoe-Reno Industrial Center	Reno Engineering Corporation	In Progress & On-Going	\$ 3,000,000+	Vince Griffith REC	852-5700
Big Springs Reconstruction Project (B)	Northstar (Truckee, CA)	Road Reconstruction	Placer County	Stantec	Aug-08	\$ 871,742	Eric Martin	530-562-0747
Truckee Meadows Community College (Dandini & Edison Campus) (B)	Reno, NV	Parking Lot & Safety Area Rehab	Nevada System of Higher Education	Black Eagle Consulting	Aug-08	\$ 540,583	Teresa Golden	674-4838
Woodland Village 16 (Multiple Phases @ Woodland Village)	Cold Springs	Mass Grading, Excavating, U/G Utilities, Base, Pave	Lifestyle Homes	Summit	Jun-08	\$ 2,000,000	Jim Meyer Lifestyle Homes	721-9200
Neighborhood Way	Spanish Springs	Excavating, Utilities, Base, Pave	HAWCO Properties	C & M	Jun-08	\$ 3,794,000	Bill Haw	982-0134
Los Altos Crossing	Sparks	Excavating, U/G Utilities, Base, Pave	Fleming Paradise Partners, LLC/Los Altos PDC, LLC	Jeff Codega Planning/Design	Jan-08	\$ 1,563,381	Scott Lenton Miles Const.	246-3722
Villagio Della Montagna	Reno	Excavating, Utilities, Base, Pave	TNT Limited	Wood Rogers & Black Eagle	Dec-07	\$ 5,286,000	Alan Means TNT Ltd.	240-1017
Carson City Road Reconstruction (Goni Rd., Arrowhead Dr., Sallman Rd.) (B)	Carson City	Road Reconstruction, Earthwork & Pave	Carson City Public Works Dept.	Carson City Public Works Dept.	Nov-07	\$ 1,302,381	John Benzning	887-2355 x108
RTC Reno Consolidated Street Rehabilitation (B)	Reno	Demo & AC Repair	RTC	RTC	Jul-07	\$ 760,000	Brenda Lee	332-9511
Dayton Valley, Village 9	Dayton	Excavating, U/G Utilities, Base, Pave	Lakemont Homes	Summit	Jul-07	\$ 5,392,000	David Burkes Lakemont Homes	333-5655
Washoe County Armory	Carson City	Earthwork, Base & Pave	State of NV Office of the Military	State of Nevada	Jun-07	\$ 322,550	Vern Payette	884-8459
Prologis Park - Bldg. 1	Reno	AC Paving	Prologis Inc.	BJG	May-07	\$ 541,432	Mike Evans United Const.	858-8090
Pebble Creek 5	Spanish Springs	Mass Grading, Exc, Utilities, Base, Pave	Hamilton Homes	C & M	Jun-05	\$ 2,441,000	Steve Hamilton	322-9902

ATLAS CONTRACTORS, INC.
Construction Experience of Principal Individuals Involved in Construction Operations
Schedule C

NAME	POSITION	DATE STARTED WITH ATLAS CONTRACTORS	DATED STARTED IN CONSTRUCTION	PRIOR POSITIONS & EXPERIENCE IN CONSTRUCTION
Jay Mahoney	President	1963	1963	Excavation, grading, underground utilities, asphalt paving & manufacturing, concrete work
Clay Mahoney	Vice President & Paving General Mgr.	1970	1970	Excavation, grading, concrete & asphalt paving; holds a NV Contractors License
Jake Mahoney	Vice President & AC General Mgr.	1996	1996	Paving, Grade Checking, Equipment Operating, Underground pipe installation, and estimator.
Bro Shontz	Head Estimator	1980	1975	Heavy Equipment Operator, GM 'Dirt' Division (including demo, excavation, mass grading, finish grade)
Bobby Raber	General Superintendent Grading	1982	1980	Loader, Skip & Backhoe Operator, Grade Checker, Run Dozers, Compactors, Scrapers, Cranes, Grading Foreman, Grading Superintendent
Mike Kuhnmuench	General Superintendent Underground	1985	1983	Pipecrew Foreman, Pipelayer, Grade Checker, Utility Foreman
Jeff Paddock	Senior Estimator/Senior Project Manager	2008	1978	Senior Estimator/Senior Project Manager
Ziggy Vogelsberger	Asphalt Sales & Production Manager	2001	1979	Holds a CA Contractors License; residential, commercial & high rise construction; estimating, surveying, steel fabrication & equipment operations; aggregate mining & asphalt production