

**City of Carson City  
Agenda Report**

**Date Submitted:** October 5, 2011

**Agenda Date Requested:** October 20, 2011

**Time Requested:** Five Minutes

**Labor Commissioner PWP #** CC-2011-380

**To:** Mayor and Supervisors

**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To determine that Horizon Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1112-105 Carson River Park Phase 2A – 5013 Carson River Road to Horizon Construction, Inc. for a bid amount of \$166,039.99 plus a contingency amount not to exceed \$11,546.01 to be funded from the Carson River Park Grant Fund and RCT Accounts as provided in FY 2011/2012. *(Kim Belt)*

**Staff Summary:** Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Carson River Park Phase 2A – 5013 Carson River Road. Work includes, but is not limited to, additional parking for 10 cars, a group picnic shelter, new sidewalks, crosswalk and parking lot striping, siding and painting existing well house, landscaping, revegetation, and irrigation to an existing park.

**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 Horizon Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1112-105 Carson River Park Phase 2A – 5013 Carson River Road to Horizon Construction, Inc. for a bid amount of \$166,039.99 plus a contingency amount not to exceed \$11,546.01 to be funded from the Carson River Park Grant Fund and RCT Accounts as provided in FY 2011/2012. *(Kim Belt)*

**Explanation for Recommended Board Action:** **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on September 16, 2011. The bids were opened at approximately 11:10 a.m. on September 30, 2011 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were; Brian Smith, Horizon Construction; Danny Selmi, RaPiD Construction; Suzanne Murphy, Brian Murphy Construction; Michelle Taylor, Herback General Engineering; Darren Anderson, Public Works; Tom Grundy, Public Works; Vern Krahn, Parks and Recreation and Kim Belt, Purchasing and Contracts.

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

<b>Name of Bidder</b>	<b>Total Award Amount*</b>
Horizon Construction	\$166,039.99
Herback General Engineering	\$161,779.97
V & C Construction	\$181,707.50
Brian Murphy Construction	\$217,360.12

RaPiD Construction

\$243,872.00

A Notice of Protest received from October 7, 2011, stating they (Herback General Engineering) complied with the law to the best of their ability, and the City failed to provide forms to fill out. In Senate Bill 268 Section 13.3 it clearly states that "A prime contractor shall include his or her name on a list required by paragraph (a) or (b) of subsection 1 if, as the prime contractor, the prime contractor will perform any of the work required to be listed pursuant to paragraph (a) or b) of subsection 1. Section 13.4 (a) Except as otherwise provided in this subsection, it a contractor; (a) Fails to submit the list within the required time . . . the contractor's bid shall be deemed not responsive."

Staff recommends award to Horizon Construction, Inc., as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338. Apparent Low Bidder, Herback General Engineerings' Bid was found not responsive due to errors in the Bid Submittal.

**\*Total Award Amount is Subtotal Schedule A plus Bid Alternates 29, 31, 32, 33, and 36.**

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

**Engineers Estimate:** \$145,160.00

**Project Budget:** \$196,013.00

**Fiscal Impact:** Not to exceed \$177,586.00


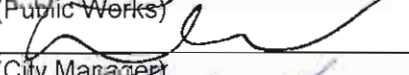

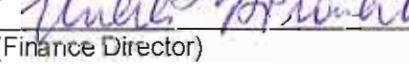
**Explanation of Impact:** If approved the below referenced account could be decreased by \$177,586.00

**Funding Source:** Carson River Park Grant Fund and RCT Accounts: 275-5017-452-77-11 and 350-5000-452-71-81 as provided in FY 2011/2012. There is currently \$196,013.00 budgeted in these accounts for FY2011/2012.

**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 No. 1112-105, and Bid Response.

**Prepared By:** Kim Belt, Purchasing and Contracts Manager

<b>Reviewed By:</b> 	Date: <u>10-11-11</u>
(Public Works)	
	Date: <u>10/11/11</u>
(City Manager)	
	Date: <u>10/11/11</u>
(District Attorney)	
	Date: <u>10/11/11</u>
(Finance Director)	

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts  
775-283-7137**

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

**Notice to Contractors Bid# 1112-105 Carson River Park Phase 2A – 5013 Carson River Road**

**Date and Time of Opening: September 30, 2011 at 11:10 am**

Description	Bidder # 1		Bidder # 2		Bidder # 3	
	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price
BONDING Provided, \$, %, or no	5%		5%		5%	
PREFERENTIAL Bidder Status and Affidavit attached	N/A		N/A		N/A	
BIDDER acknowledges receipt addendums	1		1		1	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price
1 Mobilization, Demobilization and Clean-up	1	LS	\$3,020.00	\$3,020.00	\$3,000.00	\$3,000.00
2 Earthwork/Establishment of Rough Grade, Clear and Grub	1	LS	\$4,680.00	\$4,680.00	\$8,299.75	\$10,000.00
3 Picnic Shelter (complete and in place)	1	LS	\$32,000.00	\$32,000.00	\$33,600.00	\$25,000.00
4 Concrete Flatwork for Picnic Shelter, (including gravel base work)	2,000	SF	\$5.85	\$11,700.00	\$5.08	\$10,160.00
5 Scupper	1	LS	\$1,700.00	\$1,700.00	\$1,860.00	\$2,500.00
6 Picnic Tables for Picnic Shelter (2 standard/2 ADA)	4	EA	\$650.00	\$2,600.00	\$950.00	\$3,800.00
7 Concrete Flatwork from Picnic Shelter to Existing Porta Potty Pad (Including Gravel Base Work)	1,060	SF	\$7.00	\$7,420.00	\$5.43	\$5,755.80
8 Paint Striping - Cross Walk	1	LS	\$270.00	\$270.00	\$214.00	\$214.00
9 Pedestrian Crossing Signs	2	EA	\$320.00	\$640.00	\$642.00	\$300.00
10 Pipe Rail Removal	20	LF	\$14.00	\$280.00	\$20.00	\$400.00
11 Well House Wood Siding and Painting	1	LS	\$6,000.00	\$6,000.00	\$18,000.00	\$6,000.00
12 Chainlink Fence Removal	950	LF	\$2.25	\$2,137.50	\$2.40	\$2,280.00
13 Ranch Style Fence A	285	LF	\$31.00	\$8,835.00	\$16.80	\$4,788.00
14 Ranch Style Fence B	710	LF	\$15.50	\$11,005.00	\$13.48	\$9,570.80
15 Deciduous Tree Planting (3" Caliper)	1	EA	\$545.00	\$545.00	\$540.00	\$540.00
16 Deciduous Tree Planting (2" Caliper)	29	EA	\$225.00	\$6,525.00	\$267.50	\$7,757.50
17 Shrubs/planting (5 Gallon)	30	EA	\$25.00	\$750.00	\$35.31	\$1,059.30
18 Shrubs/groundcover/Perennials/Grasses Planting (1 gallon)	64	EA	\$9.00	\$576.00	\$12.84	\$821.76
19 Bark Mulch in Tree Wells (9 SF per Tree)	270	SF	\$1.30	\$351.00	\$2.14	\$577.80
20 3"x8" Rounded River Cobble Rock Mulch/Weed Fabric	2,608	SF	\$1.90	\$4,955.20	\$1.16	\$3,025.28

21	Rain Master Irrigation Controller (6 Station)	1	LS	\$1,920.00	\$1,920.00	\$1,819.00	\$2,000.00	\$2,000.00
22	Drip Irrigation System (non pressure lines)	1	LS	\$4,150.00	\$4,150.00	\$1,520.00	\$4,700.00	\$4,100.00
23	Drip Irrigation System: 1 1/2" Irrigation Mainline	350	LF	\$6.40	\$2,240.00	\$11.16	\$3,906.00	\$4,637.50
24	Drip Irrigation System: Quick Coupler & Round Box	2	EA	\$205.00	\$410.00	\$342.00	\$684.00	\$400.00
25	Revegetation Seeding Treatment, (including scarification)	25,700	SF	\$0.15	\$3,855.00	\$0.07	\$1,799.00	\$5,140.00
26	Pasture Seeding Treatment, (including scarification)	2,000	SF	\$0.20	\$400.00	\$0.65	\$1,300.00	\$500.00
27	Boulder Placement	27	EA	\$215.00	\$5,805.00	\$160.00	\$4,320.00	\$6,075.00
28	<b>SUBTOTAL A:</b>			\$124,769.70		\$131,499.99		\$140,325.75
	<b>Schedule B: Additive Alternates Bid Items</b>							
29	Parking Area - (Asphalt Paving: 2 1/2" AC on 6" Base), (including gravel base work, concrete wheel stops, paint striping, and handicap parking signs)	1	LS	\$8,570.00	\$8,570.00	\$10,700.00	\$14,000.00	\$14,000.00
30	Parking Area - (6" Concrete on 6" Base), (including gravel base work, concrete wheel stops, paint striping, and handicap parking signs)	1	LS	\$19,000.00	\$19,000.00	\$11,860.00	\$12,312.00	\$12,312.00
31	Upgrade Rainmaster Irrigation Controller (From 6 Station to 12 Station)	1	LS	\$1,440.00	\$1,440.00	\$7,608.00	\$7,608.00	\$1,420.00
32	Rainmaster Control System, (including Evolution DX2 Flow Sensor and Superior Master Valve)	1	LS	\$8,075.00	\$8,075.00	\$1,340.00	\$8,000.00	\$8,000.00
33	Spray Irrigation System, (including 1 1/2" mainline, valves, laterals, and spray heads)	1	LS	\$15,025.00	\$15,025.00	\$11,200.00	\$15,000.00	\$15,000.00
34	Trash Receptacle	4	EA	\$380.00	\$1,520.00	\$1,125.00	\$4,500.00	\$1,800.00
	Picnic Shelter, Parking Area, and Parking Area's Concrete Sidewalk OverEx, (including soil excavation, placement of type II aggregate base, excess soil off haul)	100	CY	\$24.00	\$2,400.00	\$60.00	\$6,000.00	\$2,100.00
35	Parking Area's Concrete Sidewalk (including gravel base work)	650	SF	\$6.00	\$3,900.00	\$5.68	\$3,692.00	\$2,925.00
36	Concrete Sidewalk and Concrete Picnic Table Pads (including gravel base work and (2) ADA Picnic Tables)	1	LS	\$5,525.00	\$5,525.00	\$7,100.00	\$4,000.00	\$4,000.00
	<b>SUBTOTAL B:</b>			\$65,465.00		\$64,000.00		\$61,557.00
	<b>Total Bid Price (A + B):</b>			<b>\$190,224.70</b>		<b>\$195,499.99</b>		<b>\$201,882.75</b>
	Total Bid Price written in words? y/n			Y		Y		N
	Bidder Information provided? y/n			Y		Y		Y
	Sub Contractors listed? y/n or none			5%, 1%, Other		5%, 1%, Other		5%
	Bid Document executed? y/n			Y		Y		Y
<b>END OF DOCUMENT</b>								
***MATHEMATICAL ERRORS***								

**Bid Tabulation Report from Carson City Purchasing & Contracts  
775-283-7137**

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

**Notice to Contractors Bid# 1112-105 Carson River Park Phase 2A – 5013 Carson River Road**

**Date and Time of Opening: September 30, 2011 at 11:10 am**

Description	Bidder # 4		Bidder # 5		Bidder # 6	
	Unit price	Total price	Unit price	Total Price	Unit Price	Total Price
BONDING Provided, \$, %, or no	5%		5%			
PREFERENTIAL Bidder Status and Affidavit attached	N/A		N/A			
BIDDER acknowledges receipt addendums	1		1			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total Price
1 Mobilization, Demobilization and Clean-Up	1	LS	\$30,880.00	\$30,880.00	\$15,000.00	\$15,000.00
2 Earthwork/Establishment of Rough Grade, Clear and Grub	1	LS	\$26,880.00	\$26,880.00	\$20,000.00	\$20,000.00
3 Picnic Shelter (complete and in place)	1	LS	\$36,500.00	\$36,500.00	\$44,950.00	\$44,950.00
4 Concrete Flatwork for Picnic Shelter, (including gravel base work)	2,000	SF	\$4.75	\$9,500.00	\$10.00	\$20,000.00
5 Scupper	1	LS	\$1,375.00	\$1,375.00	\$1,400.00	\$1,400.00
6 Picnic Tables for Picnic Shelter (2 standard/2 ADA)	4	EA	\$1,069.50	\$4,278.00	\$1,000.00	\$4,000.00
7 Concrete Flatwork from Picnic Shelter to Existing Porta Potty Pad (Including Gravel Base Work)	1,060	SF	\$4.75	\$5,035.00	\$9.00	\$9,540.00
8 Paint Striping - Cross Walk	1	LS	\$250.00	\$250.00	\$250.00	\$250.00
9 Pedestrian Crossing Signs	2	EA	\$350.00	\$700.00	\$350.00	\$700.00
10 Pipe Rail Removal	20	LF	\$30.00	\$600.00	\$50.00	\$1,000.00
11 Well House Wood Siding and Painting	1	LS	\$8,000.00	\$8,000.00	\$18,000.00	\$18,000.00
12 Chainlink Fence Removal	950	LF	\$2.00	\$1,900.00	\$2.00	\$1,900.00
13 Ranch Style Fence A	285	LF	\$18.00	\$5,130.00	\$33.00	\$9,405.00
14 Ranch Style Fence B	710	LF	\$18.00	\$12,780.00	\$17.00	\$12,070.00
15 Deciduous Tree Planting (3" Caliper)	1	EA	\$511.00	\$511.00	\$600.00	\$600.00
16 Deciduous Tree Planting (2" Caliper)	29	EA	\$212.76	\$6,170.04	\$250.00	\$7,250.00
17 Shrubs planting (5 Gallon)	30	EA	\$23.94	\$718.20	\$30.00	\$900.00
18 Shrubs/Groundcover/Perennials/Grasses Planting (1 gallon)	64	EA	\$8.24	\$527.36	\$10.00	\$640.00
19 Bark Mulch in Tree Wells (9 SF per Tree)	270	SF	\$1.22	\$329.40	\$2.00	\$540.00
20 3"x8" Rounded River Cobble Rock Mulch/Weed Fabric	2,608	SF	\$1.77	\$4,616.16	\$2.00	\$5,216.00

21	Rain Master Irrigation Controller (6 Station)	1	LS	\$1,800.00	\$1,800.00	\$2,100.00	\$2,100.00	\$0.00
22	Drip Irrigation System (non pressure lines)	1	LS	\$3,892.00	\$3,892.00	\$4,500.00	\$4,500.00	\$0.00
23	Drip Irrigation System: 1 1/2" Irrigation Mainline	350	LF	\$12.53	\$4,385.50	\$15.00	\$5,250.00	\$0.00
24	Drip Irrigation System: Quick Coupler & Round Box	2	EA	\$191.73	\$383.46	\$250.00	\$500.00	\$0.00
25	Revegetation Seeding Treatment, (including scarification)	25,700	SF	\$0.14	\$3,598.00	\$0.20	\$5,140.00	\$0.00
26	Pasture Seeding Treatment, (including scarification)	2,000	SF	\$0.17	\$340.00	\$0.50	\$1,000.00	\$0.00
27	Boulder Placement	27	EA	\$130.00	\$3,510.00	\$220.00	\$5,940.00	\$0.00
28	<b>SUBTOTAL A:</b>				\$174,589.12		\$197,791.00	\$0.00
	<b>Schedule B: Additive Alternates Bid Items</b>							
29	Parking Area - (Asphalt Paving: 2 1/2" AC on 6" Base), (including gravel base work, concrete wheel stops, paint striping, and handicap parking signs)	1	LS	\$16,322.50	\$16,322.50	\$15,900.00	\$15,900.00	\$0.00
30	Parking Area - (6" Concrete on 6" Base), (including gravel base work, concrete wheel stops, paint striping, and handicap parking signs)	1	LS	\$16,600.00	\$16,600.00	\$14,900.00	\$14,900.00	\$0.00
31	Upgrade Rainmaster Irrigation Controller (From 6 Station to 12 Station)	1	LS	\$1,350.00	\$1,350.00	\$1,800.00	\$1,800.00	\$0.00
32	Rainmaster Control System, (including Evolution DX2 Flow Sensor and Superior Master Valve)	1	LS	\$7,580.00	\$7,580.00	\$8,500.00	\$8,500.00	\$0.00
33	Spray Irrigation System, (including 1 1/2" mainline, valves, laterals, and spray heads)	1	LS	\$14,106.00	\$14,106.00	\$16,956.00	\$16,956.00	\$0.00
34	Trash Receptacle	4	EA	\$500.00	\$2,000.00	\$700.00	\$2,800.00	\$0.00
35	Picnic Shelter, Parking Area, and Parking Areas Concrete Sidewalk OverEx, (including soil excavation, placement of type II aggregate base, excess soil off haul)	100	CY	\$188.00	\$18,800.00	\$50.00	\$5,000.00	\$0.00
36	Parking Area's Concrete Sidewalk (including gravel base work)	650	SF	\$5.25	\$3,412.50	\$4.50	\$2,925.00	\$0.00
37	Concrete Sidewalk and Concrete Picnic Table Pads (including gravel base work and (2) ADA Picnic Tables)	1	LS	\$7,900.00	\$7,900.00	\$9,000.00	\$9,000.00	\$0.00
	<b>SUBTOTAL B:</b>				\$88,071.00		\$77,781.00	\$0.00
	<b>Total Bid Price (A + B):</b>				<b>\$262,660.12</b>	<b>\$275,572.00</b>	<b>\$0.00</b>	
	Total Bid Price written in words? y/n			Y			Y	
	Bidder Information provided? y/n			Y			Y	
	Sub Contractors listed? y/n or none			5%			5%	
	Bid Document executed? y/n			Y			Y	
<b>END OF DOCUMENT</b>								

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1112-105**

**CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD**

THIS CONTRACT made and entered into this 20<sup>th</sup> day of October, 2011, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "OWNER", and "Horizon Construction, Inc." hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Manager for the City and County of Carson City is authorized pursuant to 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 necessary that the services of **CONTRACTOR** for **CONTRACT No. 1112-105**, titled "**CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD**" are both necessary and in the best interest of **CITY**; and

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

**REQUIRED APPROVAL**

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

**CONTRACT TERM AND LIQUIDATED DAMAGES**

**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 the **OWNER** before final payment is made, unless sooner termination by either party as specified in the General Conditions, section GC 3.18.

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

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

**NOTICE**

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.

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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1112-105  
CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD**

Notice to CONTRACTOR shall be addressed to:

Brian Smith, President  
Horizon Construction, Inc.  
P.O. Box 942  
Carson City, NV 89702  
775-885-7700/FAX 775-267-4881  
[horizon@clearwire.net](mailto:horizon@clearwire.net)

Notice to CITY shall be addressed to:

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

**COMPENSATION**

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of "One Hundred and Sixty Six Thousand Thirty Nine Dollars and Ninety Nine Cents" (\$166,039.99).

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

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

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

**CONTRACT TERMINATION**

**Termination Without Cause:**

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.

**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/she 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.

**Termination for Nonappropriation:**

The continuation of this Contract beyond June 30, 2012 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  
1112-105  
CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD**

**Cause Termination for Default or Breach:**

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

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

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

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

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

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

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

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

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

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

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

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

Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or  
Otherwise makes a material breach of a provision of this Contract; or

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

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:

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

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

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

If **CITY** terminates this Contract for one of the reasons stated in above, **CONTRACTOR** shall not be entitled to

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

1112-105

## CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD

receive further payment until the Work is finished.

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.

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.

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.

Time to Correct:

Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, 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.

### Winding Up Affairs Upon Termination:

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

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;

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

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

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

## SCOPE OF WORK

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

**CONTRACTOR** agrees that the Contract Documents for Bid No. 1112-105 include, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR 1112-105

## CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD

Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, herein after referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

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

### FAIR EMPLOYMENT PRACTICES

Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTORS** and Public Bodies;

*In connection with the performance of work under this Contract, the **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.*

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

### PREFERENTIAL EMPLOYMENT

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.

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.

### ALTERNATIVE DISPUTE RESOLUTION

Pursuant to Nevada Revised Statute 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arising between **OWNER** and **CONTRACTOR** cannot otherwise be settled, **OWNER** and **CONTRACTOR** agree that, before judicial may be initiated, **OWNER** and **CONTRACTOR** will submit the dispute to non-binding mediation. **OWNER** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **OWNER**. The person selected as mediator shall determine the rules governing the mediation.

### LIMITED LIABILITY

**OWNER** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **OWNER** 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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1112-105  
CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD  
FORCE MAJEURE**

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

**INDEMNIFICATION**

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

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnifying 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:

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

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.

After the indemnifying party has begun to provide legal defense for the indemnified party, the indemnifying party shall not 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.

**INDEPENDENT CONTRACTOR**

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his/her 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.

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.

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.

**CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR 1112-105

## CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD

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.

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

### COMPLIANCE WITH LEGAL OBLIGATIONS

Pursuant to NRS 338.153, a public body shall include in each contract for a public work a clause requiring each Contractor, subcontractor and other person who provide labor, equipment, materials, supplies and 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.

**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 government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and license required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS 361.157 and NRS 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **OWNER** may set-off against consideration due any delinquent government obligations.

### WAIVER OF BREACH

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

### SEVERABILITY

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

### ASSIGNMENT/DELEGATION

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **OWNER**, 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 **OWNER**.

### CITY OWNERSHIP OF PROPRIETARY INFORMATION

Any files, reports, histories, studies, test, manuals, instruction, 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 exclusive property of the City of Carson City, Nevada, and such materials shall be delivered into **OWNER'S** 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 the performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **OWNER**. Notwithstanding

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR 1112-105

## CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD

the foregoing, **OWNER** shall have no proprietary interest in any materials license for use by **OWNER** that are subject to patent, trademark or copyright protection.

**OWNER** 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.

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

### PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **OWNER** will have duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332,061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **OWNER** for honoring such a designation. The failure to so label any document that is released by **OWNER** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

### CONFIDENTIALITY

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

### FEDERAL FUNDING

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

**CONTRACTOR** certified, 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.

**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.

**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 regulation, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap conditions (including AIDS and AIDS-related conditions).

### LOBBYING

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:

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

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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1112-105**

**CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD**

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

**PROPER AUTHORITY**

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

**GOVERNING LAW: JURISDICTION**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principal of conflict-of-law that would require the application of the law 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.

**ENTIRE CONTRACT AND MODIFICATION**

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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1112-105**

**CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD  
AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.**

**ACKNOWLEDGMENT AND EXECUTION:**

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

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

By:   
Kim Belt

Dated 10/11/11

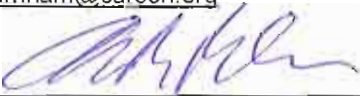
**CITY'S LEGAL COUNSEL**  
Neil A. Rombardo, District Attorney

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

By:   
Deputy District Attorney

Dated 10/11/11

**CITY'S ORIGINATING DEPARTMENT**  
BY: Andrew Burnham, Director  
Carson City Public Works Department  
3505 Butti Way  
Carson City, Nevada 89701  
Telephone: 775-887-2355 Ext. 7367  
Fax: 775-887-2164  
[ABurnham@carson.org](mailto:ABurnham@carson.org)

By: 

Dated 10-11-11



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1112-105**

**CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD**

"name of signer" deposes and says: That he/she is Contractor or authorized agent of Contractor; the he/she has read the foregoing Contractor; and that he/she understands the terms, conditions and requirements thereof.

**CONTRACTOR**

BY: Brian Smith

TITLE: President

FIRM: Horizon Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 11-00025113

NEVADA CONTRACTOR'S LICENSE #: 0044837

Address: P.O. Box 942

City: Carson City State: Nevada Zip Code: 89702

Telephone: 775-885-7700/Fax: 775-267-4881

E-mail Address: horizon@clearwire.net

Brian Smith  
(Signature of Contractor)

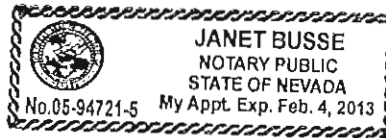
DATED 10/10/11

STATE OF Nevada )  
County of Carson City ) ss

Signed and sworn (or affirmed before me on this 10 day of October, 2011, by Brian Smith.

Janet Busse  
(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
1112-105  
CARSON RIVER PARK PHASE 2 – 5013 CARSON RIVER ROAD  
CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 20, 2011 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No. 1112-105** and titled " **CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD**". Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

\_\_\_\_\_  
ROBERT L CROWELL, MAYOR

DATED this 20<sup>th</sup> day of October, 2011.

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this 20<sup>th</sup> day of October, 2011.

# PERFORMANCE BOND

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

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called Contractor, and  
\_\_\_\_\_ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ \_\_\_\_\_ Dollars(state sum in Words) \_\_\_\_\_

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

**WHEREAS**, Contractor has by written agreement dated October 20, 2011, entered into a contract with the City for **BID # 1112-105** and titled "**CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# PERFORMANCE BOND

Continued for BID # 1112-105 and titled "CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD"

BY:	(Signature of Principal)
TITLE:	
FIRM:	
Address:	
City, State, Zip	
Phone:	
Printed Name of Principal	
Attest By	(Signature of Notary)
Subscribed and Sworn before me this          day of          ,2011	

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

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

**NOTICE:**

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

# LABOR AND MATERIAL PAYMENT BOND

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

**KNOW ALL MEN BY THESE PRESENTS**, that I/we \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the \$ \_\_\_\_\_ Dollars (state sum in words) \_\_\_\_\_ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated October 20, 2011 entered into a contract with the City for **BID # 1112-105** and titled "**CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for BID #1112-105 and titled "CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD"

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

BY:	(signature of Principal)  L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this      day of      , 2011	

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

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

**NOTICE:**

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

# BID PROPOSAL

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We Horizon Construction, Inc.

as Principal, hereinafter called Contractor, and Merchants Bonding Company

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 Bid Amount Dollars

(state sum in words) 5%

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 # 1112-105 and titled "CARSON RIVER PARK PHASE 2A - 5013 CARSON RIVER ROAD".

NOW, THEREFORE if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid 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 the City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the 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 Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Executed on this 22 day of September 2011

Signature of Principal: Brian Smith

Title: President

Firm: Horizon Construction, Inc.

Address: P.O. Box 1696

City/State/Zip Code: Carson City, NV 89702

Written Name of Principal: Brian Smith

ATTEST NAME

Signature of Notary: Patricia Owens

(Seal)



Subscribed and sworn before me this 22nd day of September 2011

(printed name of notary) Patricia Owens

Notary Public for the State of NV

Claims Under this Bond May be Addressed to:

Nevada Resident Agent Information  
Complete for out of state bonding companies

Name of Surety Merchants Bonding Company

Name of Local Agent L/P Insurance Services

Address 2100 Fleur Drive

Address 6275 Neil Road

City Des Moines

City Reno

State/Zip Code Iowa 50321

State/Zip Code NV 89511

Name Lori Jones

Agent's Name Lori Jones

Title Attorney in Fact

Agent's Title Agent

Phone 775-996-6037

Agents Phone 775-996-6037

Surety's Acknowledgement

Lori Jones

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 services of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

# MERCHANTS BONDING COMPANY POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Lori Jones, Teri L. Wood, Patricia Owens

of Reno and State of Nevada its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 18th day of March, 2011.



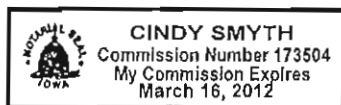
MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 18th day of March, 2011, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said Instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 22 day of Sept, 2011



*William Warner Jr.*  
Secretary



# BID PROPOSAL

**BID # 1112-105**

**BID TITLE: CARSON RIVER PARK PHASE 2A – 5013 CARSON RIVER ROAD**

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

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

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

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

**BIDDER** acknowledges receipt of   1   Addendums.

**SUMMARY**

	Description	Scheduled Value	Unit	Unit Price	Total Price
	<b>Base Bid Items - Schedule A</b>				
BP.1	Mobilization, Demobilization and Clean-up	1	LS	3,000.00	3,000.00
BP.2	Earthwork/Establishment of Rough Grade, Clear and Grub	1	LS	8,299.75	8,299.75
BP.3	Picnic Shelter (complete and in place)	1	LS	33,600.00	33,600.00
BP.4	Concrete Flatwork for Picnic Shelter, (including gravel base work)	2,000	SF	5.08	10,160.00
BP.5	Scupper	1	LS	1,860.00	1,860.00
BP.6	Picnic Tables for Picnic Shelter (2 standard/2 ADA)	4	EA	950.00	3,800.00
BP.7	Concrete Flatwork from Picnic Shelter to Existing Porta Potty Pad (Including Gravel Base Work)	1,060	SF	5.43	5,755.80
BP.8	Paint Striping - Cross Walk	1	LS	214.00	214.00
BP.9	Pedestrian Crossing Signs	2	EA	321.00	642.00
BP.10	Pipe Rail Removal	20	LF	20.00	400.00
BP.11	Well House Wood Siding and Painting	1	LS	18,000.00	18,000.00
BP.12	Chainlink Fence Removal	950	LF	2.40	2,280.00
BP.13	Ranch Style Fence A	285	LF	16.80	4,788.00
BP.14	Ranch Style Fence B	710	LF	13.48	9,570.80
BP.15	Deciduous Tree Planting (3" Caliper)	1	EA	540.00	540.00
BP.16	Deciduous Tree Planting (2" Caliper)	29	EA	267.50	7,757.50
BP.17	Shrubs planting (5 Gallon)	30	EA	35.31	1,059.30
BP.18	Shrubs/Groundcover/Perennials/Grasses Planting (1 gallon)	64	EA	12.84	821.76
BP.19	Bark Mulch in Tree Wells (9 SF per Tree)	270	SF	2.14	577.80
BP.20	3"x8" Rounded River Cobble Rock Mulch/Weed Fabric	2,608	SF	1.16	3,025.28

# BID PROPOSAL

BP.21	Rain Master Irrigation Controller (6 Station)	1	LS	1,819.00	1,819.00
BP.22	Drip Irrigation System (non pressure lines)	1	LS	1,520.00	1,520.00
BP.23	Drip Irrigation System: 1 1/2" Irrigation Mainline	350	LF	11.16	3,906.00
BP.24	Drip Irrigation System: Quick Coupler & Round Box	2	EA	342.00	684.00
BP.25	Revegetation Seeding Treatment, (including scarification)	25,700	SF	0.07	1,799.00
BP.26	Pasture Seeding Treatment, (including scarification)	2,000	SF	0.65	1,300.00
BP.27	Boulder Placement	27	EA	160.00	4,320.00
BP.28	<b>SUBTOTAL SCHEDULE A</b>				# 131,499.99
	<b>Schedule B: Additive Alternates Bid Items</b>				
BP.29	Parking Area - (Asphalt Paving: 2 1/2" AC on 6" Base), (including gravel base work, concrete wheel stops, paint striping, and handicap parking signs)	1	LS	10,700.00	10,700.00
BP.30	Parking Area - (6" Concrete on 6" Base), (including gravel base work, concrete wheel stops, paint striping, and handicap parking signs)	1	LS	11,860.00	11,860.00
BP.31	Upgrade Rainmaster Irrigation Controller (From 6 Station to 12 Station)	1	LS	7,608.00	7,608.00
BP.32	Rainmaster Control System, (including Evolution DX2 Flow Sensor and Superior Master Valve)	1	LS	1,340.00	1,340.00
BP.33	Spray Irrigation System, (including 1 1/2" mainline, valves, laterals, and spray heads)	1	LS	11,200.00	11,200.00
BP.34	Trash Receptacle	4	EA	1,125.00	4,500.00
BP.35	Picnic Shelter, Parking Area, and Parking Area's Concrete Sidewalk OverEx, (including soil excavation, placement of type II aggregate base, excess soil off haul)	100	CY	60.00	6,000.00
BP.36	Parking Area's Concrete Sidewalk (including gravel base work)	650	SF	5.68	3,692.00
BP.37	Concrete Sidewalk and Concrete Picnic Table Pads (including gravel base work and (2) ADA Picnic Tables)	1	LS	7,100.00	7,100.00
BP.38	<b>SUBTOTAL ADD ALTERNATES (SCHEDULE B)</b>				# 64,000.00
BP.39	<b>Total Base Bid Price(SCHEDULE A + SCHEDULE B)</b>			# 195,499.99	

BP.40 Total (SCHEDULE A + SCHEDULE B) Bid Price Written in Words:

One-Hundred-Ninety-Five Thousand-Ninety-Nine <sup>99</sup>/<sub>100</sub>-Dollars

# BID PROPOSAL

## BP.41 BIDDER INFORMATION:

Company Name:	Horizon Construction, Inc.
Federal ID No.:	86-0848344
Mailing Address:	P.O. Box 942
City, State, Zip Code:	Carson City, NV. 89702
Complete Telephone Number:	(775) 885-7700
Complete Fax Number:	(775) 267-4881
Fax Number including area code:	(775) 267-4881
E-mail:	horizon@clearwire.net

Contact Person / Title:	Brian Smith, President
Mailing Address:	P.O. Box 942
City, State, Zip Code:	Carson City, NV. 89702
Complete Telephone Number:	(775) 885-7700
Complete Fax Number:	(775) 267-4881
E-mail Address:	horizon@clearwire.net

## BP.42 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0044837 & 0044838
License Classification(s):	A & B
Limitation(s) of License:	Unlimited
Date Issued:	August 6, 1997
Date of Expiration:	August 31, 2012
Name of Licensee:	Horizon Construction Inc.
Carson City Business License Number:	11-00025113
Date Issued:	12/02/10
Date of Expiration:	12/31/11
Name of Licensee:	Horizon Construction, Inc.

# BID PROPOSAL

## BP.43 DISCLOSURE OF PRINCIPALS:

### Individual and/or Partnership:

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

### Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	January 13, 1997
Name of Corporation:	Horizon Construction, Inc.
Mailing Address:	P.O. Box 942
City, State, Zip Code:	Carson City, NV. 89702
Telephone Number:	(775) 885-7700
President's Name:	Brian Smith
Vice-President's Name:	Leslie Smith
Other 1) Name & Title:	

# BID PROPOSAL

## BP.44 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <i>Brian Smith</i> <i>President / Project Manager</i>	<i>14 years.</i>

Title 1)

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

Title 2)

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

Title 3)

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

Title 4)

Name 5)	
---------	--

Title 5)

Name 6)	
---------	--

Title 6)

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

# BID PROPOSAL

## BP.45 REFERENCES:

### Instructions:

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

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

Company Name 1):	See Attached Schedule A
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	
Company Name 2):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

# HORIZON CONSTRUCTION, INC.

P.O. BOX 942 CARSON CITY, NV. 89702  
VOICE (775) 885-7700 FAX (775) 267-4881  
NV LIC # 44837 & 44838

## Schedule A – List of Construction Projects

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Design Engineer</u>	<u>Date Completed</u>	<u>Contract Price</u>	<u>Reference/Contact Address &amp; Phone</u>
Stagecoach GHD Water Main And Valve Replacement	Stagecoach GHD	Nichols Consulting Engineers	7/8/2011	\$ 665,384.73	Jack Norberg Engineer 1885 S. Arlington Ave. #111 Reno, NV 89509 (775)329-4955
Carson High School Sports Complex 2010 Drainage & Erosion Control	Carson City School District	Resource Concepts, Inc.	9/23/2010	\$ 236,083.31	Mark Korinek Director of Operations P.O. Box 603 Carson City, NV 89702 (775)283-2181
Whites Creek Park- Parking Lot Improvements	Washoe County	Washoe County	6/17/2010	\$ 97,868.43	Gerry Bayfield Washoe Co. Public Works 1001 East Ninth St. Reno, NV 89512 (775)328-2040

Bitterbrush Park Project	City of Sparks	Hansen Landscape Architects	5/25/2010	\$ 317,171.35	Rick Darby City of Sparks 98 Richards way Sparks, NV 89431 (775)626-2597
Morgan Mill Road River Access Area Project	Carson City	Resource Concepts, Inc.	12/21/2009	\$ 215,605.59	Tom Grundy Carson City Public Works 3505 Butti Way Carson City, NV 89701 (775)887-2355 x-30081
Sutro Elementary School Parking Lot Improvements	Lyon County School District	Lumos and Associates	8/19/2009	\$ 80,922.71	Michael Bennett, P.E. Lumos & Associates 800 E. College Parkway Carson City, NV 89706 (775) 883-7077
Carson River Delta Equestrian Area	Nevada Division of State Parks	Nevada Division of State Parks	8/19/2009	\$ 94,879.00	Ned Wallace Nevada State Parks 901 S. Stewart Street Carson City, NV 89701 (775) 684-2786
Fairview Drive Roadway Improvements	Carson City	Carson City	5/4/2009	\$ 68,010.53	Darren Schultz Carson City Public Works 3505 Butti Way Carson City, NV 89701 (775)887-2355 x-30391



Carson City Fairgrounds/ Fuji Park Rodeo Arena Improvements Project	Carson City	Lumos and Associates	9/18/2008	\$1,890,228.93	John Benzing Carson City Public Works 3505 Butti Way Carson City, NV 89701 (775)887-2355 x-1018
Site Work, Concession Stand And Restroom at Dayton Valley Event Center	Lyon County	Casey Jones Architect	8/29/2008	\$210,938.50	Jack Mosby Lyon County 27 South Main Street Yerington, NV 89447 (775)781-2316
Lower Cave Rock Tank Replacement	Douglas County	Douglas County Community Development	11/16/07	\$710,955.90	Ed Mason Douglas County 1594 Esmeralda Ave. Minden, Nv 89423 (775)782-6228
Day Use Expansion (Campbell Property-Phase II) Mormon Station State Park	Nevada Division of State Parks	Nevada Division of State Parks	6/30/07	\$214,953.65	Joe Cyphers Nv. Div. of St. Parks 901 S. Stewart St. Carson City, Nv 89701 (775)684-2785
Pope Beach Retrofit Project Road Rehabilitation Phase II Service	US Forest Service	US Forest Service	10/23/06	\$1,118,588.46	Dave Brady USDA Forest (530) 543-2727

All Weather Track at Douglas High School Minden, Nevada	Douglas County School District	R. O. Anderson Engineering	~6/30/06	\$1,081,021.82	Jeremy Hutchings RO Anderson Engineering P.O. Box 2229 Minden, NV. 89423 (775) 782-2322
Dayton Valley Road Rehabilitation Dayton, Nevada Rebuild Roadway & Add Sewer & Water	Lyon County	TEC Civil Engineering	10/31/05	\$3,033,808.13	Gary Fried Lyon CO. Public Works 18 Highway 9A North Yerington, NV 89447 (775) 577-5011 x11
Venturacci Park Venturacci Street Fallon, Nevada Build City Park	City of Fallon	E. Larry White	5/2005	\$512,756.18	Larry White 55 West Williams Ave. Fallon, NV. 89406 (775) 423-5107
Emergency Expansion Of Vicee Basin Phase 1A Carson City, Nevada	Carson City	Carson City	2/11/05	\$311,111.48	Justine Chambers Contract Coordinator 3505 Butti Way Carson City, NV. 89701 (775) 887-2097 x 1101
Carson Parking Lot	U.S. Forest Service	U.S. Forest Service	12/20/04	\$120,937.00	Jim Schafer Humboldt-Toyabe National Forest 1200 Franklin Way Sparks, NV. 89431

(775) 352-1272

White Water Park  
Truckee River & Arlington  
Reno, Nevada  
City of Reno  
MRO Engineers  
12/10/04  
\$324,453.00

Kurt Dietrich  
City of Reno  
P.O. Box 1900  
Reno, NV. 89505  
(775) 334-2148

Las Brisas Neighborhood  
Park  
Reno, Nevada  
City of Reno  
Hansen Landscape  
Architects  
7/9/04  
\$850,446.19

Glen Daily  
City of Reno, Department  
of Public Works  
P.O. Box 1900  
Reno, NV. 89505  
(775) 334-2206

Terrace Sports Complex  
Phase II  
Reno, Nevada  
City of Reno  
CFA  
6/30/04  
\$2,332,896.99

Glen Daily  
City of Reno, Department  
of Public Works  
P.O. Box 1900  
Reno, NV. 89505  
(775) 334-2206

Reconstruct Loop Road  
A, Garage Entrance  
& Exit  
Caesars Tahoe  
5/28/04  
\$155,580.00

Rene Ojeda  
Caesars Tahoe  
P.O. Box 5800  
Lake Tahoe, CA. 89449  
(775) 588-351

Panther Valley Park	City of Reno	FPE Engineering	5/2/003	\$398,000.00	Ed Schenk City of Reno P.O. Box 1900 Reno, NV. 89505 (775) 334-2527
Reconstruct Parking Lot B	Caesars Tahoe		5/27/03	\$82,329.00	Rene Ojeda Caesars Tahoe P.O. Box 5800 Lake Tahoe, NV. 89449 (775) 588-3515
Spooner Lake Park	State of Nevada	State Parks	11/2002	\$535,929.00	John Munoz State Parks Planning Carson City, NV. (775) 687-1696
Reconstruct Parking Lot A and B	Caesars Tahoe		7/2002	\$293,119.00	Rene Ojeda Caesars Tahoe P.O. Box 5800 Lake Tahoe, NV. 89449 (775) 588-3515

Vista Blvd.	Regional Transportation Commission	Summit Engineering	1/25/02	\$536,840.00	Doug Maloy Regional Transportation Commission Engineering Department 1105 Terminal Way Suite 108 Reno, NV. 89520 (775) 348-0171
Lake Parkway East Improvements StateLine, Nevada	Douglas County	JWA Engineering	9/15/01	\$1,319,478.00	Scott McCullough Douglas County 1594 Esmeralda Minden, NV. 89423 (775) 782-6219
Triple Crown Park Improvements Sparks, Nevada	City of Sparks	Citiworks	4/2001	\$377,000.00	Andy Echeita City of Sparks 431 Prater Way Sparks, NV. 89432 (775) 353-2200
Topaz Waterline	Topaz Ranch General Improvement District	Lumos & Assoc.	9/13/00	\$977,307.00	Lumos & Associates 5401 Longley Ln. Reno, NV. (775) 827-6111

Lampe Park Parking Lot Improvements Gardnerville, Nevada	Douglas County	Lumos & Associates	4/2000	\$281,215.00	Scott McCullough Douglas County 1594 Esmeralda Ave. Minden, NV 89423 (775) 782-6219
Carson Tahoe Hospital Remove and Replace Fuel Tanks	Carson Tahoe Hospital		2/2000	\$284,232.00	Carson Tahoe Hospital Connie
Sun Valley Park Addition Sun Valley, Nevada	Washoe County	DC West Engineering	10/1999	\$378,850.00	Tony McMillian Washoe County P.O. Box 11130 Reno, NV . 89520 (775) 328-2041
Laboratory Trailer Installation Reno, Nevada	NDOT	NDOT Architecture	7/1999	\$127,586.00	Brett Frey NDOT 1263 S. Stewart St. Carson City, NV . 89712 (775) 888-7487

Bridge on Triple Lane Fallon, Nevada	NDOT	NDOT	2/1999	\$139,187.00	Cheryl Wilcox NDOT 317 Freeport BLVD. Sparks, NV. 89431 (775) 688-2270
T Hanger Expansion Project Minden, Nevada	Douglas County	R.O. Anderson Engineering	10/1998	\$831,269.00	Jim Braswell Douglas County P.O. Box 218 Minden, NV. 89423 (775) 782-9051
Russell Pass Access Road	City of Fallon	Vector Engineering	4/1998	\$145,100.00	Larry White City of Fallon 55 W. Williams Ave. Fallon, NV. 89406 (775) 423-5104

# BID PROPOSAL

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



# BID PROPOSAL

**BP. 46            CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

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

Brian Smith  
Signature of Authorized Certifying Official

President  
Title

Brian Smith  
Printed Name

9/28/11  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BIDDER'S SAFETY INFORMATION**

**Bidder's Safety Factors:**

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2007	0.85	Ø
2006	0.85	Ø

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

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

# BID PROPOSAL

## SUBCONTRACTORS

**BP.47 INSTRUCTIONS:** for Subcontractors exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The 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 <i>Horizon Construction, Inc</i>	Address <i>P.O. Box 942, Carson City, NV. 89702</i>	
Phone <i>(775) 885-7700</i>	Nevada Contractor License # <i>0044837 &amp; 0044838</i>	Limit of License <i>Unlimited</i>
Description of work <i>Pipe rail removal, Chainlink fence removal, Rock mulch, Boulder placement, Earthwork, Grading, Clear &amp; grub, Picnic shelter, Base Rock, Well House siding &amp; painting, Trash receptacles, Tables</i>		
Name of Subcontractor <i>T.C. Concrete</i>	Address <i>P.O. Box 60, Dayton, Nevada 89403</i>	
Phone <i>(775) 246-1777</i>	Nevada Contractor License # <i>53578</i>	Limit of License <i>\$100,000</i>
Description of work <i>Concrete Flatwork</i>		
Name of Subcontractor <i>Tahoe Fence Co., Inc</i>	Address <i>36 Brown Drive, Moundhouse, NV. 89706</i>	
Phone <i>(775) 882-1063</i>	Nevada Contractor License # <i>53722</i>	Limit of License <i>\$200,000</i>
Description of work <i>Fencing</i>		
Name of Subcontractor <i>Legends Landscaping</i>	Address <i>324 S. 18th Street, Sparks, NV. 89431</i>	
Phone <i>(775) 829-2468</i>	Nevada Contractor License # <i>0034452</i>	Limit of License <i>\$995,000</i>
Description of work <i>Landscaping and Irrigation</i>		
Name of Subcontractor <i>Advanced Asphalt</i>	Address <i>P.O. Box 2602, Truckee, Ca 96160</i>	
Phone <i>(530) 582-0800</i>	Nevada Contractor License # <i>35835A</i>	Limit of License <i>\$5,000,000</i>
Description of work <i>Asphalt Paving</i>		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.48 INSTRUCTIONS:** for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
Horizon Construction, Inc	P.O. Box 942, Carson City, NV. 89702	
Phone	Nevada Contractor License #	Limit of License
(775) 885-7700	0044837 & 0044838	Unlimited
Description of work		
Piperail removal, Chainlink fence removal, Rock mulch, Boulder Placement, Earthwork, Grading, Clear and Grub, Picnic Shelter, Base rock, Wellhouse Siding & Painting, Trash receptacles, Tables		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 49 INSTRUCTIONS:** for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <i>Construction Services Sealing &amp; Striping LLC.</i>		Address <i>580 Eliza Court, Sparks, NV. 89441</i>	
Phone <i>(775) 425-1195</i>	Nevada Contractor License # <i>50715 A</i>	Limit of License <i>\$100,000</i>	
Description of work <i>Striping, Parking Bumpers, Signage</i>			
Name of Subcontractor <i>Lumos &amp; Associates</i>		Address <i>800 East College Parkway, Carson City, NV. 89706</i>	
Phone <i>(775) 883-7077</i>	Nevada Contractor License # <i>N/A</i>	Limit of License <i>N/A</i>	
Description of work <i>Surveying</i>			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

# BID PROPOSAL

## CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

### RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

Brian Smith

Name (please type or print)

Bi Smith

Signature

President

Title

## BID PROPOSAL

Effective April 27, 2011, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that at least 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- For the first report submitted, each contractor and subcontractor should list every worker employed in connection with the public work. The workers listed should be the same as those reported on the certified payroll report.
- For each subsequent month, add only those workers not previously reported to the Workers Employed Report and submit the newly-revised report. If no additional workers have been added, you may submit the previous month's report.
- If a worker has been reported on a previous month's report, but does not work during a subsequent month or is no longer employed by the contractor, his or her name should remain on the report. DO NOT DELETE ANY NAMES. This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.



# BID PROPOSAL

BP. 51

## MATERIAL SUPPLIER REPORT INSTRUCTIONS FOR COMPLETION

Effective April 27, 2011, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that at least 25 percent of the suppliers of the materials used for the public work will be located in Nevada. In order to ensure compliance the prime contractor shall submit with its monthly application for progress payment a Material Supplier Report completed by each contractor engaged on the public work.

- EACH contractor and subcontractor must complete the Material Supplier Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly application for progress payment.
- For the first report submitted, each contractor and subcontractor should list every supplier of materials used in connection with the public work. Include a brief list or description of the materials supplied in the space provided on the report.
- For each subsequent month, add only those suppliers not previously reported to the Material Supplier Report and submit the newly-revised report. If no additional suppliers have been added, you may submit the previous month's report.
- DO NOT DELETE ANY NAMES. This report is intended to serve as a cumulative list of all suppliers of materials over the duration of the project to verify compliance with the minimum requirements of the affidavit.



# BID PROPOSAL



## MATERIAL SUPPLIER REPORT

Project Name: \_\_\_\_\_ Contract Number : \_\_\_\_\_  
General Contractor: \_\_\_\_\_ PWP # \_\_\_\_\_  
Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

Material Supplier Name	Address	Material Supplied

# BID PROPOSAL

## Local Preference Affidavit

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

I, Brian Smith, on behalf of the Contractor, Horizon Construction, Inc. swear and affirm that in order to be in compliance with NRS 338.XXX\* and be eligible to receive a preference in bidding on Project No. 1.0715, Project Name Carson River Park Phase 2 A - 5013 Carson River Road certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Horizon Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX\*:

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

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

By: Brian Smith Title: President

Signature: Brian Smith Date: 9/28/11

Signed and sworn to (or affirmed) before me on this 28 day of September, 2011, by Brian Smith (name of person making statement).

State of Nevada)

)ss.  
County of Carson City)

Janet Busse  
Notary Signature

STAMP AND SEAL

