

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 (Mutual)
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 \$ **5%** Dollars

(state sum in words) Five percent of attached bid
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 #1415-028 and titled "5th Street Pedestrian Improvements Project".

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 14th day of August 2014

Signature of Principal: Brian Smith

Title: President

Firm: Horizon Construction, Inc.

Address: P O Box 942

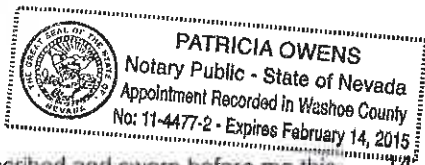
City/State/Zip Code: Carson City, NV 89701

Written Name of Principal: Brian Smith

ATTEST NAME

Signature of Notary: Patricia Owens

(Seal)



Subscribed and sworn before me this 14 day of August 2014

(printed name of notary) Patricia Owens

Notary Public for the State of Nevada

Claims Under this Bond May be Addressed to:

Nevada Resident Agent Information
Complete for out of state bonding companies

Name of Surety Merchants Bonding Company (Mutual) Name of Local Agent L/P Insurance Services

Address 2100 Fleur Dr

Address 300 East 2nd St.

City Des Moines

City Reno

State/Zip Code IA 50321

State/Zip Code NV 89501

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 MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Lori Jones; Nina D Dedeker; Patricia Owens; Randell House; Teri L Wood

of Reno and State of Nevada their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their 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

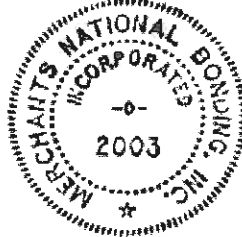
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President 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.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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, the Companies have caused this instrument to be signed and sealed this 8th day of April, 2014.



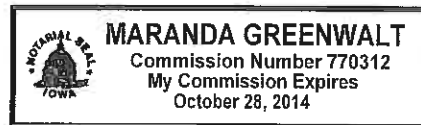
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 8th day of April, 2014, 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) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards 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.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, 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 Companies on this 14 day of August, 2014



William Warner Jr.
Secretary

BID PROPOSAL

BID # 1415-028

BID TITLE: "5th Street Pedestrian Improvements Project"

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 2 Addendums.

SUMMARY

	Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
BP. 1	Mobilization, Demobilization and Clean-Up (SC 6.1.2)	1	LS	\$ 14,046.50	\$ 14,046.50
BP. 2	Stormwater Protection (SC 6.1.3)	1	LS	\$ 2,500.00	\$ 2,500.00
BP. 3	Traffic Control (SC 6.1.4)	1	LS	\$ 7,500.00	\$ 7,500.00
BP. 4	Removal of Existing Improvements (SC 6.1.5)	1	LS	\$ 70,000.00	\$ 70,000.00
BP. 5	Construct PCC Type A Sidewalk on 4" Ag. Base (SC 6.1.6)	4665	SF	\$ 7.00	\$ 32,655.00
BP. 6	Construct PCC Type 1 Curb and Gutter on 6" Ag. Base (SC 6.1.7)	784	LF	\$ 29.00	\$ 22,736.00
BP. 7	Construct PCC Spandrel / Valley Gutter on 6" Ag Base (SC 6.1.8)	523	SF	\$ 11.00	\$ 5,753.00
BP. 8	Construct PCC Curb Ramp w/ Detectable Warning Plate on 4" Ag. Base (SC 6.1.9)	2467	SF	\$ 15.00	\$ 37,005.00
BP. 9	Construct Residential Type 1 Driveway Apron on 6" Ag. Base (SC 6.1.10)	3701	SF	\$ 7.00	\$ 25,907.00
BP.10	Construct PCC Driveway on 6" of Ag. Base (SC 6.1.11)	1805	SF	\$ 8.50	\$ 15,342.50
BP.11	Construct Permanent AC Pavement Patch (4" AC on 6" Agg. Base) (SC 6.1.12)	5365	SF	\$ 7.00	\$ 37,555.00
BP.12	Relocate Existing Street Sign (SC 6.1.13)	5	EA	\$ 600.00	\$ 3,000.00
BP.13	Adjust Utility Boxes to Grade (SC 6.1.14)	5	EA	\$ 200.00	\$ 1,000.00
BP.14	Removal and Restoration of Existing Landscaping (SC 6.1.15)	1	LS	\$ 14,000.00	\$ 14,000.00
BP.15	Total Base Bid Price (Schedule A)			\$ 289,000.00	

BP.16 Total Base (Schedule A) Bid Price Written in Words:

BID PROPOSAL

BP.17 BIDDER INFORMATION:

Company Name: Horizon Construction, Inc.

Federal ID No.: 86-0848344

Mailing Address: PO Box 942

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

Complete Telephone Number: 775-885-7700

Complete Fax Number: None

Fax Number including area code: None

E-mail: Horizoninc@me.com

Contact Person / Title: Brian Smith, President

Mailing Address: PO Box 942

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

Complete Telephone Number: 775-885-7700

Complete Fax Number: None

E-mail Address: Horizoninc@me.com

BP.18 LICENSING INFORMATION:

Nevada State Contractor's License Number: 44837, 44838

License Classification(s): A-4, 7, 9, 12, 13, 14, 15, 16, 18, 19, 21, B2, B5

Limitation(s) of License: Unlimited

Date Issued: August 6, 1997

Date of Expiration: August 31, 2016

Name of Licensee: Horizon Construction Inc.

Carson City Business License Number: 14-00025113

Date Issued: December 10, 2013

Date of Expiration: December 31, 2014

Name of Licensee: Horizon Construction Inc.

BID PROPOSAL

BP.19 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:
Address: N/A
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: PO 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.20 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) <i>Brian Smith</i>	<i>17</i>

Title 1) *President*

Name 2)	
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Title 2)

Name 3)	
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Title 3)

Name 4)	
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Title 4)

Name 5)	
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Title 5)

Name 6)	
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Title 6)

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

BID PROPOSAL

BP.21 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):
Contract Person: <i>Please See Attached Schedule A</i>
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

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

HORIZON CONSTRUCTION, INC.

P.O. BOX 942 CARSON CITY, NV. 89702
(775) 885-7700 / Horizoninc@me.com
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 & Phone</u>
Lazy 5 Playground Rehabilitation Project	Washoe County	LA Studio Ryan Hansen	10/26/2013	\$ 144,225.47	Jennifer Budge Washoe County 2601 Plumas St Reno, NV 89509 (775)823-6513 jbudge@washoecounty.us
Washoe County Roads Division Longley Lane Truck Wash Environmental Improvements	Washoe County	Washoe County	10/18/2012	\$ 293,700.00	Brett Steinhardt Washoe County PO Box 11130 Reno, NV 89520 (775)328-2049 BSteinhardt@washoecounty.us

2012 CDBG Northwest Sidewalk Construction	City of Reno	City of Reno	9/25/2012	\$ 134,673.45	Franklin J. Peralta City of Reno PO Box 1900 Reno, NV 89505 (775)334-3302 peraltaf@reno.gov
Gardnerville Ranchos General Improvement District 2012-2013 Street Maintenance Project	GRRGD	Lumos & Associates	9/17/2012	\$ 519,858.76	Michael D. Bennett Lumos & Associates 800 E. College Parkway Carson City, NV 89706 (775)883-7077 mbennett@lumosenengineering.com
Baily Fishing Pond Picnic Shelter Improvement Project	Carson City	Carson City	6/24/2012	\$ 47,045.00	Darren Anderson 3505 Butti Way Carson City, NV 89701 (775)283-7584 danderson@carson.org
Carson River Park Phase 2A	Carson City	LA Studio	2/29/2012	\$ 176,036.67	Darren Anderson 3505 Butti Way Carson City, NV 89701 (775)283-7584 danderson@carson.org

Stagecoach GMD Water Main And Valve Replacement	Stagecoach GMD	Nichols Consulting Engineers	7/8/2011	\$ 665,384.73	Jack Norberg Engineer 1885 S. Arlington Ave. #111 Reno, NV 89509 (775)329-4955 Jack@nce.com
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 mkorinek@carson.k12.nv.us
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 GBayfield@washoecounty.us
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 rdarby@cityofsparks.us

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 TGrundyt@carson.org
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 mbennett@lumosenengineering.com
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	5/2003	\$398,000.00	Ed Schenk City of Reno P.O. Box 1900 Reno, NV. 89505 (775) 334-2527
Reconstruct Parking Lot E	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 Staeline, 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 Freepport 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

BP. 22 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

8-29-14
Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2013	1.00	∅
2012	1.20	∅

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.23 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter NONE under Name of Subcontractor if not utilizing subcontractors exceeding this amount and per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor	Address	
Horizon Construction, Inc	PO Box 942, Carson City, NV. 89702	
Phone	Nevada Contractor License #	Limit of License
775-885	44837 & 44838	Unlimited
Description of work		
Storm Water Protection, Traffic Control, Demolition, Excavation & grading, AC Patch, Adjust Utility Boxes, Removal & Restoration of Landscaping.		
Name of Subcontractor	Address	
Sierra West Concrete	PO Box 21692, Carson City, NV. 89721	
Phone	Nevada Contractor License #	Limit of License
775-851-0825	42752	\$850,000
Description of work		
Concrete		
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.24 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	PO Box 942, Carson City, NV. 89702	
Phone	Nevada Contractor License #	Limit of License
775-885-7700	44837 & 44838	Unlimited
Description of work	Storm Water Protection, Traffic Control, Demolition, Excavation and grading, AC Patch, Adjust Utility Boxes, Removal and Restoration of Landscaping.	
Name of Subcontractor	Address	
Sierra West Concrete	PO Box 21692, Carson City, NV 89721	
Phone	Nevada Contractor License #	Limit of License
775-851-0225	42752	\$850,000
Description of work	Concrete	
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. 25 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	Address	
Artistic Fence Co., Inc.	480 Morrill Ave., Reno, NV, 89512	
Phone	Nevada Contractor License #	Limit of License
775-786-6002	7798A	Unlimited
Description of work		
Fencing		
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		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

BP. 26

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 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



WORKERS EMPLOYED REPORT

Project Name: _____ Contract Number : _____
General Contractor: _____ PWP # _____
Subcontractor: _____ Date: _____
Address at which payroll records are maintained:

Contact Person and Phone Number: _____

Employee Name	Driver License Number or ID Card Number	Issuing State or Jurisdiction

BID PROPOSAL

Local Preference Affidavit

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

I, _____, on behalf of the Contractor, _____, 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. _____, Project Name _____, 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 _____, 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 that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

***Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: _____ Title: _____

Signature: _____ Date: _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ (name of person making statement).

State of _____)
) ss.
 County of _____)

_____ STAMP AND SEAL
 Notary Signature

In compliance with the provisions of Chapters 338 of NRS and KAC, respectively, I, as an officer, owner or director of the undersigned contractor, hereby certify that this report is a true and accurate statement of worker's earnings employed on this Public Works contract by the undersigned contractor for the following payroll period:

BID PROPOSAL

Altered to include State of NV Regulations

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

NRS 338.070:

4. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.
5. The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.
6. Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

BID PROPOSAL

BP.27 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Carson)

I Brian Smith (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "5th Street Pedestrian Improvements Project", contract number 1415-028 Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Brian Smith

TITLE: President

FIRM: Horizon Construction, Inc.

Address: PO Box 942

City, State, Zip: Carson City, Nevada

Telephone: 775-885-7700

Fax: None

E-mail Address: Horizoninc@me.com

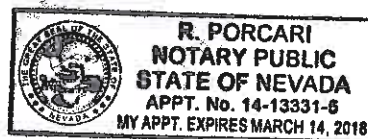
Brian Smith
(Signature of Bidder)

DATED: 8/29/14

Signed and sworn (or affirmed) before me on this 29th day of August, 2014, by
R. Porcari Brian Smith

R. Porcari
(Signature of Notary)

(Notary Stamp)



END OF BID PROPOSAL

**WAIVER OF NOTICE AND CONSENT TO ACTION
IN LIEU OF SPECIAL MEETING
of
DIRECTORS**

of

**HORIZON CONSTRUCTION, INC.
A NEVADA CORPORATION**

The undersigned, representing all the directors of HORIZON CONSTRUCTION, INC., a Nevada Corporation, hereby unanimously agree to waive adjournment and any notice thereto of a special meeting of the directors and authorize the actions of the Board of Directors by the consent of all of the directors of the corporation as follows:

WHEREAS, the Bylaws state that the directors have the authority to appoint individuals as officers and/or directors to occupy a vacancy in any position for any reason and Lynn Smith having vacated her position as Secretary, it is hereby unanimously:

RESOLVED AND ORDERED, that Leslie Smith be, and is hereby appointed to serve as Secretary of the Corporation and has agreed to serve as such until her successor is duly elected and qualified.

RESOLVED AND ORDERED, that the officers of the corporation are hereby authorized to carry out all actions and file all necessary certificates and documents to effectuate such change.

The undersigned representing all of the directors of HORIZON CONSTRUCTION, INC., hereby agree that any business transacted without notice pursuant to this meeting shall be as valid and legal and have the same force and effect as though notice had been duly given.

Dated this 15th day of February 2011

ATTEST:



Brian Smith, Director
HORIZON CONSTRUCTION, INC.

RESOLVED: that the corporation authorizes capital expenditure, not to exceed \$100,000.00 without additional previous approval, in the upcoming year. *it is hereby:*

FURTHER RESOLVED: that the Treasurer is authorized to execute all instruments and make all payments necessary to complete any capital expenditures for this corporation. *it is hereby:*

FURTHER RESOLVED: that Brian Smith or Leslie Smith, being officers of this corporation, are hereby authorized and directed on behalf of the corporation and under the corporate seal to execute bids, contracts and any other such instruments as may be required legally or as is in the best interest of the corporation when said officers shall find it necessary or expedient to execute such and furthermore grant authority to such officers to transact such business. *it is hereby:*

FURTHER RESOLVED: that the corporation decline the offer of tender from Lynn P. Smith to purchase her shares of the stock of the corporation and does hereby recognize and approve the sale of said stock of Lynn P. Smith to Brian and Leslie Smith as joint tenants.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Dated this 9th day of January 2009.

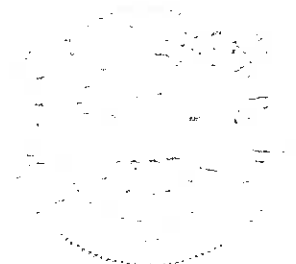
ATTEST:



Brian Smith, PRESIDENT
HORIZON CONSTRUCTION, INC.



Lynn Smith, SECRETARY
HORIZON CONSTRUCTION, INC.



**WAIVER OF NOTICE AND CONSENT TO ACTION
IN LIEU OF ANNUAL MEETING**

of
DIRECTORS, OFFICERS & SHAREHOLDERS
of

HORIZON CONSTRUCTION, INC.
A NEVADA CORPORATION

The undersigned, representing all of the duly appointed directors of HORIZON CONSTRUCTION, INC., a Nevada corporation, hereby unanimously agree to waive adjournment and any notice thereto of an annual meeting of the directors, officers and shareholders and authorize the actions of the Board of Directors by the consent of all of the directors, officers and shareholders of the corporation as follows:

Upon nominations made and duly seconded, the persons whose names appear below were unanimously elected to their respective positions to serve as Officers and Directors of Horizon Construction, Inc. for the ensuing year or until their successors are appointed and/or elected and shall qualify:

DIRECTOR:	Brian Smith
PRESIDENT:	Brian Smith
VICE PRESIDENTS:	Leslie Smith
SECRETARY:	Lynn Smith
TREASURER:	Brian Smith

WHEREAS, the Board of Directors recognizes that it was in the best interest of the corporation to liquidate a portion of the equipment assets of the corporation this past business year, it is hereby:

RESOLVED: that the corporation hereby ratify the decision of the Board of Directors to sell such equipment, as listed and appended to these minutes, and to make the appended list a part of these minutes.

WHEREAS, the Board of Directors recognizes there may be a need to make capital expenditures for the continuation of business and as may be in the best interest of the corporation in the upcoming year, *it is hereby:*

BID PROPOSAL
CARSON CITY BIDDER – DBE/MBE/WBE INFORMATION

CONTRACT NO. 1415-028 CONTRACTOR Horizon Construction, Inc.

PROJECT NO. (S): PWP# CC-2014-308 ADDRESS PO Box 942

Carson City, NV. 89702

BID AMOUNT \$ 289,000.00

This information must be submitted at the time of bid.

Name of DBE/MBE/WBE	Contract Item no.	Dollar Amount of Contract	% of Contract	Certification	Description of work or services to be contracted or supplies to be supplied
Nevada Barricade & Sign Co. Inc. No other DBE/MBE/WBE Bids Received.	BP.12	\$5,500.00	1.9%	OBE# NV 01408UCPN	Relocate Existing Street Signs. Supply Traffic Control Arrow Board & some Signs

B. Smith, President 8-29-14

CONTRACTOR'S SIGNATURE

DATE

ATTACHMENT C

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date August 29, 2014

Signature Bob Smith

Company Name Horizon Construction, Inc.

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Purchasing and Contracts Administrator). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing and Contracts Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing and Contracts Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.

ATTACHMENT C

The Contractor, Horizon Construction Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Brian Smith
Brian Smith, President
August 29, 2014

Signature of Contractor's Authorized Official
Name/Title of Contractor's Authorized Official
Date

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321)