



## STAFF REPORT

**Report To:** Board of Supervisors      **Meeting Date:** May 21, 2020

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding a determination that Aspen Developers Corp., is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and whether to award Contract No. 19300168, Carson River Trails System Phase 2, to Aspen Developers Corp., for a total not to exceed amount of \$1,211,500, plus an estimated 14.5% contingency amount of \$175,891, funded by a Southern Nevada Public Lands Management Grant. (Carol Akers, CAkers@carson.org and Dan Stucky, DStucky@carson.org)

Staff Summary: This project consists of all labor, materials, tools and equipment necessary for the construction of approximately 3.2 miles of trail including ditches, drainage pipes, rip/rap, erosion control, signs, re-vegetation and related improvements. The construction contract is for the base bid and alternates 1 and 2 in the amount of \$1,211,500, plus an estimated 14.5% contingency amount of \$175,891. The engineer's estimate for construction was \$1,600,000.

**Agenda Action:** Formal Action / Motion      **Time Requested:** 5 minutes

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### Proposed Motion

I move to award the contract as presented.

### Board's Strategic Goal

Quality of Life

### Previous Action

On April 21, 2016, the Board of Supervisors voted to accept the recommendation of the Open Space Advisory Committee to submit a grant application to the Bureau of Land Management, Southern Nevada Public Land Management Act Program for trail and trail-head improvements and to allow the Mayor to sign a letter in support of the project.

On August 17, 2017, the Board of Supervisors voted to authorize the Mayor to sign the Grant and Cooperative Agreement from the Bureau of Land Management / Southern Nevada Public Lands Management Act providing \$1,843,685 for the design and construction of non-motorized trails as part of the Carson River Trail System, Phase 2 – Ranch Connections.

### Background/Issues & Analysis

In 2015, through a public process, the Carson River Trail System, Phase 2 – Ranch Connections was selected as a preferred project to submit for funding through the Southern Nevada Public Land Management Act (SNPLMA). The project will construct three multi-use trail segments near the Prison Hill, Silver Saddle Ranch,

and Carson River area in order to link existing trails and provide increased recreational opportunities for all non-motorized users, including families and those with mobility challenges.

Analysis of the remaining grant funds reveals a balance of \$1,387,391, which when compared to a bid award using the standard 10% contingency for a total of \$1,332,650 leaves a surplus of \$54,741. These surplus funds could be added to the typical 10% contingency and be used to enhance the current improvements, as long as the tasks are compliant with the approved grant. Possible enhancements, outlined in the grant application and approved for funding include salvage and reuse topsoil for better vegetation recovery, additional rock slope protection or additional fencing near the river. All use of contingency funds will be subject to review and approval by SNPLMA and require compliance with the grant. However, based on discussions with SNPLMA, contingency funds used to fulfill the scope of the project, as described in the grant application, would be eligible expenses.

NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on April 10, 2020. Five bids were opened at approximately 11:30 am on May 6, 2020, via online Cisco Webex bid opening. Present during the bid opening were Brandon Wheeler, J. Hiatt and Kevin Atkins, A & K Earth Movers; Campbell Construction; MKD Construction; Kurt Matzoll, Aspen Developer; Brittney, Sierra Nevada Construction; Domenic Selmi, RaPiD Construction; Darcy Biddle, Kelley Erosion, Chas Macquarie, Lumos & Assoc.; Jeff Freeman, Robb Fellows, Kate Allen, and Courtney Melhaff, Carson City Public Works; Gregg Berggren and Nick Wentworth, Carson City Parks and Carol Akers, Carson City Purchasing and Contract Administrator.

Total of 5 bids were received and a detail bid tabulation is attached. The three lowest bids are listed below:

	Base Bid	Alternate 1	Alternate 2
1. Aspen Developers Corp.	\$672,000	\$379,000	\$160,500
2. RaPiD Construction, Inc.	\$950,340	\$453,845	\$182,155
3. MKD Construction, Inc.	\$1,033,457.50	\$465,616.50	\$195,799

Staff recommends award to Aspen Developers Corp., as the lowest responsive and responsible bidder.

#### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 338

#### **Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Project Number: G504718053, Parks Quality of Life Capital Improvements Fund Account 2545047 507010

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Project Number: G504718053, Parks Quality of Life Capital Improvements Fund Account 2545047 507010 will be reduced by \$1,387,391; the available is \$1,461,803. A detailed summary of the overall project budget is included as an attachment to this staff report.

#### **Alternatives**

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

#### **Attachments:**

[19300168 Bid Tab Detail.pdf](#)

[CR Trails Budget for BOS.pdf](#)

[19300168 Draft Contract.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

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

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts**  
**775-283-7362**

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

**Notice to Contractors Bid# 19300168 Carson River Trail System Phase 2 Project**

**Date and Time of Opening: May 6, 2020 @ 11:30am**

<b>Description</b>			<b>Bidder# 1</b>		<b>Bidder# 2</b>		<b>Bidder# 3</b>		<b>Bidder# 4</b>		<b>Bidder# 5</b>	
<b>BONDING</b> Provided, \$, %, or no			Aspen Developers Corp.		RaPiD Construction, Inc.		MKD Construction, Inc.		A & K Earth Movers, Inc.		Sierra Nevada Construction, Inc.	
<b>BIDDER</b> acknowledges receipt addendums			Y		Y		Y		Y		Y	
<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit price</b>	<b>Total price</b>	<b>Unit price</b>	<b>Total price</b>	<b>Unit price</b>	<b>Total price</b>	<b>Unit price</b>	<b>Total price</b>	<b>Unit price</b>	<b>Total price</b>

<b>Bid Schedule A: Prison Hill Trail (Base Bid)</b>												
A1	Mobilization, Demobilization and Cleanup	1	LS	\$69,979.00	\$69,979.00	\$95,000.00	\$95,000.00	\$68,000.00	\$68,000.00	\$124,000.00	\$124,000.00	\$43,569.00
A2	Implement SWPPP	1	LS	\$14,000.00	\$14,000.00	\$100,000.00	\$100,000.00	\$79,750.00	\$79,750.00	\$64,000.00	\$64,000.00	\$25,000.00
A3	Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$31,000.00	\$31,000.00	\$16,862.00	\$16,862.00	\$10,000.00
A4	Clearing and Grubbing	1	LS	\$28,000.00	\$28,000.00	\$60,000.00	\$60,000.00	\$99,500.00	\$99,500.00	\$56,000.00	\$56,000.00	\$75,000.00
A5	Earthwork, Cut and Fill	1	LS	\$50,000.00	\$50,000.00	\$195,000.00	\$195,000.00	\$180,000.00	\$180,000.00	\$206,000.00	\$206,000.00	\$200,000.00
A6	Erosion Control (Hydro-seeding)	10,000	SY	\$1.00	\$10,000.00	\$0.85	\$8,500.00	\$1.50	\$15,000.00	\$0.76	\$7,600.00	\$0.65
A7	3-inches Decomposed Granite Surface	90,200	SF	\$0.60	\$54,120.00	\$0.80	\$72,160.00	\$0.71	\$64,042.00	\$0.70	\$63,140.00	\$1.00
A8	6-inches Type 2, CL B Aggregate Base	100,600	SF	\$1.05	\$105,630.00	\$1.50	\$150,900.00	\$1.23	\$123,738.00	\$1.72	\$173,032.00	\$1.70
A9	3-inch Asphalt Concrete (PG-64-28NV, Type3)	2,000	SF	\$5.00	\$10,000.00	\$8.00	\$16,000.00	\$5.00	\$10,000.00	\$4.00	\$8,000.00	\$7.00
A10	1.0-ft Thick Rock Slope Protection (Cl. 150 Rip-rap)	10,000	SF	\$4.25	\$42,500.00	\$2.00	\$20,000.00	\$3.90	\$39,000.00	\$4.10	\$41,000.00	\$3.60
A11	Culvert Inlet Protection(Class 150 Rip-rap)	2,100	SF	\$6.75	\$14,175.00	\$3.00	\$6,300.00	\$5.00	\$10,500.00	\$6.00	\$12,600.00	\$3.60
A12	Culvert Outlet Protection(Class 300 Rip-rap)	4,200	SF	\$7.40	\$31,080.00	\$2.50	\$10,500.00	\$5.00	\$21,000.00	\$6.20	\$26,040.00	\$5.00
A13	Rock Lined Ditch	5,970	LF	\$15.50	\$92,535.00	*12.00	\$69,480.00	\$23.25	\$138,802.50	\$22.00	\$131,340.00	\$45.00
A14	Trapezoidal Rock Lined Ditch	310	LF	\$23.50	\$7,285.00	\$31.00	\$9,610.00	\$49.00	\$15,190.00	\$43.00	\$13,330.00	\$60.00
A15	Unlined Ditch	2,300	LF	\$4.25	\$9,775.00	\$2.00	\$4,600.00	\$3.50	\$8,050.00	\$5.30	\$12,190.00	\$6.50
A16	Berm (Includes Rip-rap)	100	LF	\$74.00	\$7,400.00	\$40.00	\$4,000.00	\$48.00	\$4,800.00	\$60.00	\$6,000.00	\$70.00
A17	Drain Rock Cross Drain	2	EA	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$2,100.00	\$4,200.00	\$1,150.00	\$2,300.00	\$4,300.00
A18	15-inch CMP	213	LF	\$57.00	\$12,141.00	\$60.00	\$12,780.00	\$74.00	\$15,762.00	\$130.00	\$27,690.00	\$150.00
A19	18-inch CMP	262	LF	\$65.00	\$17,030.00	\$60.00	\$15,720.00	\$78.00	\$20,436.00	\$96.00	\$25,152.00	\$175.00
A20	24-inch CMP	68	LF	\$75.00	\$5,100.00	\$100.00	\$6,800.00	\$93.00	\$6,324.00	\$140.00	\$9,520.00	\$185.00
A21	48-inch CMP	40	LF	\$225.00	\$9,000.00	\$200.00	\$8,000.00	\$188.00	\$7,520.00	\$207.00	\$8,280.00	\$280.00
A22	15-inch CMP Flared End Section	14	EA	\$400.00	\$5,600.00	\$125.00	\$1,750.00	\$240.00	\$3,360.00	\$570.00	\$7,980.00	\$500.00
A23	18-inch CMP Flared End Section	10	EA	\$400.00	\$4,000.00	\$150.00	\$1,500.00	\$360.00	\$3,600.00	\$610.00	\$6,100.00	\$550.00
A24	24-inch CMP Flared End Section	4	EA	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$520.00	\$2,080.00	\$700.00	\$2,800.00	\$610.00
A25	48-inch CMP Flared End Section	2	EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00	\$2,300.00	\$4,600.00	\$1,500.00
A26	Pipe Railing	250	LF	\$73.00	\$18,250.00	\$90.00	\$22,500.00	\$83.00	\$20,750.00	\$86.50	\$21,625.00	\$75.00
A27	5-Strand Wire Fence	60	LF	\$10.00	\$600.00	\$6.00	\$360.00	\$5.75	\$345.00	\$6.00	\$360.00	\$5.00
A28	5-Strand Wire Fence End Panel	2	EA	\$1,100.00	\$2,200.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$1,250.00	\$2,500.00	\$1,100.00
A29	Chain Link Fence	6	LF	\$30.00	\$180.00	\$30.00	\$180.00	\$25.50	\$153.00	\$26.50	\$159.00	\$23.00
A30	Wood Steps	65	LF	\$300.00	\$19,500.00	\$200.00	\$13,000.00	\$184.00	\$11,960.00	\$320.00	\$20,800.00	\$300.00
A31	Traffic Sign (Road)	6	EA	\$750.00	\$4,500.00	\$800.00	\$4,800.00	\$850.00	\$5,100.00	\$900.00	\$5,400.00	\$650.00
A32	Traffic Sign (Trail)	8	EA	\$600.00	\$4,800.00	\$650.00	\$5,200.00	\$690.00	\$5,520.00	\$750.00	\$6,000.00	\$600.00
A33	Crosswalk Striping (Paint)	3	EA	\$540.00	\$1,620.00	\$600.00	\$1,800.00	\$575.00	\$1,725.00	\$600.00	\$1,800.00	\$250.00
A34	Rectangular Rapid Flashing Beacon	1	EA	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$10,350.00	\$10,350.00	\$10,800.00	\$10,800.00	\$9,500.00
<b>Total Base Bid Price (Schedule A)</b>				<b>\$672,000.00</b>		<b>\$950,340.00</b>		<b>\$1,033,457.50</b>		<b>\$1,125,000.00</b>		<b>\$1,197,007.00</b>

<b>Bid Schedule B: West Riverbank Trail (Additive Alternate 1)</b>												
B1	Mobilization, Demobilization and Cleanup	1	LS	\$37,235.00	\$37,235.00	\$20,000.00	\$20,000.00	\$21,750.00	\$21,750.00	\$62,000.00	\$62,000.00	\$8,957.50
B2	Implement SWPPP	1	LS	\$5,000.00	\$5,000.00	\$40,000.00	\$40,000.00	\$28,800.00	\$28,800.00	\$35,000.00	\$35,000.00	\$25,000.00
B3	Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$13,000.00	\$13,000.00	\$9,052.00	\$9,052.00	\$2,500.00
B4	Clearing and Grubbing	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$39,300.00	\$39,300.00	\$27,000.00	\$27,000.00	\$50,000.00
B5	Earthwork, Cut and Fill	1	LS	\$31,000.00	\$31,000.00	\$40,000.00	\$40,000.00	\$35,600.00	\$35,600.00	\$58,000.00	\$58,000.00	\$85,000.00
B6	Erosion Control (Hydroseeding)	4,600	SY	\$1.00	\$4,600.00	\$1.00	\$4,600.00	\$2.00	\$9,200.00	\$0.85	\$3,910.00	\$0.75
B7	3-inches Decomposed Granite Surface	75,100	SF	\$0.65	\$48,815.00	\$0.75	\$56,325.00	\$0.64	\$48,064.00	\$0.70	\$52,570.00	\$1.00
B8	6-inches Type 2, CL B Aggregate Base	81,400	SF	\$1.10	\$89,540.00	\$1.50	\$122,100.00	\$1.25	\$101,750.00	\$1.72	\$140,008.00	\$1.55
B9	1-ft Thick Culvert Inlet/Outlet Protection (Cl. 150 Rip-rap)	600	SF	\$5.50	\$3,300.00	\$7.00	\$4,200.00	\$5.50	\$3,300.00	\$6.00	\$3,600.00	\$3.60
B10	1.5-ft Thick Culvert Inlet/Outlet Protection (Cl. 300 Rip-rap)	1,400	SF	\$7.50	\$10,500.00	\$4.00	\$5,600.00	\$8.80	\$12,320.00	\$6.20	\$8,680.00	\$5.60
B11	Trail Edge Protection	670	LF	\$20.00	\$13,400.00	\$6.00	\$4,020.00	\$17.50	\$11,725.00	\$37.00	\$24,790.00	\$30.00
B12	Drain Rock Cross Drain	1	EA	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$2,425.00	\$2,425.00	\$1,150.00	\$1,150.00	\$4,300.00
B13	15-inch CMP	90	LF	\$57.00	\$5,130.00	\$60.00	\$5,400.00	\$61.00	\$5,490.00	\$130.00	\$11,700.00	\$150.00
B14	18-inch CMP	100	LF	\$75.00	\$7,500.00	\$60.00	\$6,000.00	\$58.00	\$5,800.00	\$96.00	\$9,600.00	\$175.00
B15	72-inch CMP	60	LF	\$420.00	\$25,200.00	\$252.00	\$31,500.00	\$840.00	\$50,400.00	\$550.00	\$33,000.00	\$475.00
B16	Pipe Railing	120	LF	\$73.00	\$8,760.00	\$90.00	\$10,800.00	\$83.00	\$9,960.00	\$86.50	\$10,380.00	\$75.00
B17	3-ft High Split Rail Fence	180	LF	\$36.00	\$6,480.00	\$40.00	\$7,200.00	\$40.00	\$7,200.00	\$42.00	\$7,560.00	\$37.00
B18	5-Strand Wire Fence	2,450	LF	\$5.00	\$12,250.00	\$6.00	\$14,700.00	\$5.75	\$14,087.50	\$6.00	\$14,700.00	\$5.25
B19	5-Strand Wire Fence End Panel	8	EA	\$1,100.00	\$8,800.00	\$1,200.00	\$9,600.00	\$1,200.00	\$9,600.00	\$1,250.00	\$10,000.00	\$1,100.00
B20	5-Strand Wire Fence, 3-Post Corner Panel	9	EA	\$1,100.00	\$9,900.00	\$1,200.00	\$10,800.00	\$1,200.00	\$10,800.00	\$1,250.00	\$11,250.00	\$1,100.00
B21	5-Strand Wire Fence, 4-Post Corner Panel	8	EA	\$1,150.00	\$9,200.00	\$1,300.00	\$10,400.00	\$1,265.00	\$10,120.00	\$1,300.00	\$10,400.00	\$1,200.00
B22	12-ft Missouri Gate	1	EA	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$920.00	\$920.00	\$950.00	\$950.00	\$850.00
B23	Traffic Sign (Road)	2	EA	\$710.00	\$1,420.00	\$850.00	\$1,700.00	\$850.00	\$1,700.00	\$900.00	\$1,800.00	\$650.00
B24	Traffic Sign (Trail)	2	EA	\$560.00	\$1,120.00	\$650.00	\$1,300.00	\$690.00	\$1,380.00	\$750.00	\$1,500.00	\$600.00
B25	Crosswalk Striping (Paint)	1	EA	\$500.00	\$500.00	\$600.00	\$600.00	\$575.00	\$575.00	\$600.00	\$600.00	\$250.00
B26	Rectangular Rapid Flashing Beacon	1	EA	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$10,350.00	\$10,350.00	\$10,800.00	\$10,800.00	\$9,500.00
<b>Total Additive Alternate 1 Bid Price (Schedule B)</b>				<b>\$379,000.00</b>		<b>\$453,845.00</b>		<b>\$465,616.50</b>		<b>\$560,000.00</b>		<b>\$540,000.00</b>

Description			Bidder# 1		Bidder# 2		Bidder# 3		Bidder# 4		Bidder# 5		
			Aspen Developers Corp.		RaPiD Construction, Inc.		Sierra Nevada Construction, Inc.		A & K Earth Movers, Inc.		Sierra Nevada Construction, Inc.		
Description	Est. Qty.	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	Unit price	Total price	Unit price	Total price	
<b>Bid Schedule C: Mexican Ditch Trail (Additive Alternate 2)</b>													
C1	Mobilization, Demobilization and Cleanup	1	LS	\$15,830.00	\$15,830.00	\$10,000.00	\$10,000.00	\$9,400.00	\$9,400.00	\$32,000.00	\$32,000.00	\$1,000.00	\$1,000.00
C2	Implement SWPPP	1	LS	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$27,800.00	\$27,800.00	\$17,000.00	\$17,000.00	\$5,000.00	\$5,000.00
C3	Limb Existing Tree	2	EA	\$2,100.00	\$4,200.00	\$1,500.00	\$3,000.00	\$1,050.00	\$2,100.00	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00
C4	Traffic Control	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$7,850.00	\$7,850.00	\$4,907.00	\$4,907.00	\$2,500.00	\$2,500.00
C5	Clearing and Grubbing	1	LS	\$22,000.00	\$22,000.00	\$18,000.00	\$18,000.00	\$27,000.00	\$27,000.00	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00
C6	Earthwork, Cut and Fill	1	LS	\$27,000.00	\$27,000.00	\$23,000.00	\$23,000.00	\$26,350.00	\$26,350.00	\$19,000.00	\$19,000.00	\$26,599.00	\$26,599.00
C7	Erosion Control (Hydroseeding)	2,100	SY	\$2.50	\$5,250.00	\$1.00	\$2,100.00	\$2.50	\$5,250.00	\$0.95	\$1,995.00	\$0.85	\$1,785.00
C8	3-inches Decomposed Granite Surface	29,100	SF	\$0.60	\$17,460.00	\$0.80	\$23,280.00	\$0.61	\$17,751.00	\$0.70	\$20,370.00	\$1.00	\$29,100.00
C9	6-inches Type 2, CL B Aggregate Base	31,400	SF	\$1.05	\$32,970.00	\$1.50	\$47,100.00	\$1.24	\$38,936.00	\$1.72	\$54,008.00	\$1.70	\$53,380.00
C10	9-inches Type 2, CL B Aggregate Base	5,400	SF	\$1.50	\$8,100.00	\$4.00	\$21,600.00	\$1.58	\$8,532.00	\$2.00	\$10,800.00	\$3.15	\$17,010.00
C11	1-ft Thick Culvert Inlet/Outlet Protection (Cl. 150 Rip-rap)	60	SF	\$25.00	\$1,500.00	\$12.00	\$720.00	\$7.00	\$420.00	\$13.00	\$780.00	\$3.60	\$216.00
C12	Drain Rock Cross Drain	3	EA	\$1,400.00	\$4,200.00	\$1,200.00	\$3,600.00	\$2,150.00	\$6,450.00	\$1,150.00	\$3,450.00	\$4,300.00	\$12,900.00
C13	18-inch CMP	35	LF	\$92.00	\$3,220.00	\$100.00	\$3,500.00	\$73.00	\$2,555.00	\$125.00	\$4,375.00	\$175.00	\$6,125.00
C14	6" x 6" Treated Wood Post	81	EA	\$120.00	\$9,720.00	\$125.00	\$10,125.00	\$135.00	\$10,935.00	\$135.00	\$10,935.00	\$115.00	\$9,315.00
C15	5-Strand Wire Fence	80	LF	\$10.00	\$800.00	\$6.00	\$480.00	\$5.75	\$460.00	\$6.00	\$480.00	\$5.25	\$420.00
C16	5-Strand Wire Fence, 3-Post Corner Panel	2	EA	\$1,150.00	\$2,300.00	\$1,250.00	\$2,500.00	\$1,200.00	\$2,400.00	\$1,250.00	\$2,500.00	\$1,100.00	\$2,200.00
C17	12-ft Steel Gate	1	EA	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$920.00	\$920.00	\$950.00	\$950.00	\$850.00	\$850.00
C18	Traffic Sign (Trail)	1	EA	\$600.00	\$600.00	\$650.00	\$650.00	\$690.00	\$690.00	\$750.00	\$750.00	\$600.00	\$600.00
Total Additive Alternate 2 Bid Price (Schedule C)				\$160,500.00		\$182,155.00		\$195,799.00		\$195,000.00		\$187,000.00	

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

The City intends to award the contract to Aspen Developers Corp.

**Carson River Trail System, Phase 2 Project (#G504718053)**

Description	Account #	Budget	Amount Spent (Encumbered)	Available Budget	Notes
City Labor- Pre-design cost, Project Management, Design and Construction Management coordination	25450474527040 - Quality of Life - Open Space , Capital Projects - Construction (SNPLMA)	\$ 101,394.00	\$ 26,981.75	\$ 74,412.25	\$50,000 was added to the grant by the Board to help secure the grant. These fund are from the Quality of Life Open Space Account.
Consultant Support Services- Survey, Geotechnical, Design, Construction Management- Materials Testing	25450474527040 - Quality of Life - Open Space , Capital Projects - Construction (SNPLMA)	\$ 404,900.00	\$ 404,900.00	\$ -	Includes costs to consultants/subconsultants to provide information needed to complete the design of the project and perform materials testing services during construction
Construction- Carson River Trail System Phase 2 Project	25450474527040 - Quality of Life - Open Space , Capital Projects - Construction (SNPLMA)	\$ 1,387,391.00	\$ -	\$ 1,387,391.00	Contract No. 19300168 for possible approval to Aspen Developers Corporation at May 21, 2020 Board of Supervisors meeting. \$1,211,500 base and alternate bid, \$175,891 contingency
		Total=	\$1,893,685.00	\$431,881.75	\$1,461,803.25

Note- Any remaining funds after project completion would be returned to the grant.

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300168

## Title: Carson River Trails System Phase 2

THIS CONTRACT made and entered into this 21<sup>st</sup> day of May, 2020, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Aspen Developers Corp., hereinafter referred to as "**CONTRACTOR**".

### WITNESSETH:

**WHEREAS**, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "**NRS**") 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

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

**WHEREAS, CONTRACTOR'S** compensation under this agreement (does X) (does not       ) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 19300168**, titled **Carson River Trails System Phase 2**, (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

#### 1. REQUIRED APPROVAL:

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

#### 2. SCOPE OF WORK (Incorporated Contract Documents):

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

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No. 19300168 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/bids>.

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

For P&C Use Only	
CCBL expires	<u>pending</u>
NVCL expires	<u>5/31/22</u>
GL expires	_____
AL expires	_____
WC expires	_____

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 19300168**

**Title: Carson River Trails System Phase 2**

## **3. CONTRACT TERM AND LIQUIDATED DAMAGES:**

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

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

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

## **4. NOTICE:**

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

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

Eric Luster, President  
Aspen Developers Corp.  
2340 E. 5<sup>th</sup>  
Reno, NV 89512  
775-786-3310  
[eric@aspendevs.com](mailto:eric@aspendevs.com)

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300168

Title: Carson River Trails System Phase 2

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Million Two Hundred Eleven Thousand Five Hundred Dollars and 00/100 (\$1,211,500.00).

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

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

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

## 6. CONTRACT TERMINATION:

### 6.1 Termination Without Cause:

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

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

### 6.2 Termination for Nonappropriation:

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

### 6.3 Cause Termination for Default or Breach:

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300168

Title: Carson River Trails System Phase 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300168

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

### 6.7 Notice of Termination:

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

## **8. FAIR EMPLOYMENT PRACTICES:**

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

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

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

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 19300168**

**Title: Carson River Trails System Phase 2**

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

## **9. PREFERENTIAL EMPLOYMENT:**

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

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

## **10. REMEDIES:**

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

## **11. LIMITED LIABILITY:**

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

## **12. FORCE MAJEURE:**

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

## **13. INDEMNIFICATION:**

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

### **14. INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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liability except as specifically provided in this Contract.

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

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

15.5 *Insurance Coverage (15.6 through 15.23):*

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

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300168

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

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

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

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

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

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

## 15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

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

15.20.1 *Minimum Limits required:*

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

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

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

15.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

15.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

15.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

**15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

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

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

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

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

15.22.1 *Minimum Limit required:*

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

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

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

15.22.5 A certified copy of this policy may be required.

**15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

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

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

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 19300168**

**Title: Carson River Trails System Phase 2**

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

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

**16. BUSINESS LICENSE:**

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

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

**17. COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

**18. WAIVER OF BREACH:**

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

**19. SEVERABILITY:**

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

**20. ASSIGNMENT / DELEGATION:**

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

**21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

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

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300168

Title: Carson River Trails System Phase 2

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

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

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

## **22. PUBLIC RECORDS:**

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

## **23. CONFIDENTIALITY:**

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

## **24. FEDERAL FUNDING:**

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

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

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

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

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

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

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

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§635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

**25. LOBBYING:**

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

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

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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

**26. GENERAL WARRANTY:**

**CONTRACTOR** warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

**27. PROPER AUTHORITY:**

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

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

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

**29. GOVERNING LAW / JURISDICTION:**

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

**30. ENTIRE CONTRACT AND MODIFICATION:**

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

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 19300168**

**Title: Carson River Trails System Phase 2**

amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**31. ACKNOWLEDGMENT AND EXECUTION:**

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

**AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.**

**ACKNOWLEDGMENT AND EXECUTION:**

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

**CITY**

Attn: Carol Akers, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

**Project# G504718053  
Acct# 2545047 507010**

**BY:** Carol Akers  
Purchasing & Contracts Administrator

By: \_\_\_\_\_

Dated \_\_\_\_\_

# CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 19300168

## **Title: Carson River Trails System Phase 2**

**Undersigned** deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

## CONTRACTOR

**BY: Eric Luster**

**TITLE:** President

**FIRM:** Aspen Developers Corp.

**CARSON CITY BUSINESS LICENSE #:** pending

NEVADA CONTRACTORS LICENSE #: 55758

**Address:** 2340 E. 5<sup>th</sup>

**City:** Reno      **State:** NV      **Zip Code:** 89512

**Telephone:** 775-786-3310

**E-mail Address:** eric@aspendedevs.com

**(Signature of Contractor)**

**DATED**

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Signature of Notary)

(Notary Stamp)

# **CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT**

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## **CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 21, 2020, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 19300168** and titled **Carson River Trails System Phase 2**. 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**

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ROBERT L. CROWELL, MAYOR

DATED this 21<sup>st</sup> day of May, 2020.

**ATTEST:**

---

AUBREY ROWLATT, CLERK-RECORDER

DATED this 21<sup>st</sup> day of May, 2020.

# PERFORMANCE BOND

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

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

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

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

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

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_, entered into a contract with CITY for **BID# 19300168** and titled **Carson River Trails System Phase 2** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

# PERFORMANCE BOND

Continued for **BID# 19300168** and titled **Carson River Trails System Phase 2**

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

**Printed Name of Principal:**

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

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

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

**NOTICE:**

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

# LABOR AND MATERIAL PAYMENT BOND

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

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

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

corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are  
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter  
called CITY, for the \$ \_\_\_\_\_ Dollars (state sum in words) \_\_\_\_\_  
a  
for  
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a contract with  
CITY for **BID# 19300168** and titled **Carson River Trails System Phase 2** in accordance with drawings and  
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract.

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

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

# LABOR AND MATERIAL PAYMENT BOND

Continued for **BID# 19300168** and titled **Carson River Trails System Phase 2**

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

BY:	(signature of Principal)	
TITLE:		
FIRM:		
Address:	L.S.	
City, State, Zip:		
Phone:		
Printed Name of Principal:		
Attest by:		(signature of notary)
Subscribed and Sworn before me this		day of _____, 20____

## CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

## NOTICE:

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

# BID PROPOSAL

## CITY OF CARSON CITY, NEVADA – BID BOND

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid# 19300168, PWP# CC-2020-278, for the Project Title: **Carson River Trail System, Phase 2**

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

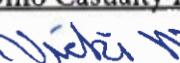
The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

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

Signed, Sealed and dated: May 6, 2020



Aspen Developers Corp  
Principal  
By: 

The Ohio Casualty Insurance Company  
Surety  
By:   
Vicki Mather, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No. 8202305-905001

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gloria Bruning, Joel Dietzman, J. Patrick Dooney, Philip O. Forker, Richard W. Kowalski, Vicki Mather, Brent Olson, Ray M. Paiment, Gail A. Price, Christopher A. Reburn

all of the city of Portland state of Oregon each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of October, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:   
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 7th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:   
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of May, 2020.



By:   
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# BID PROPOSAL

**BID # 19300168**

**BID TITLE: "Carson River Trail System Phase 2 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.

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

**BIDDER** acknowledges receipt of 3 Addendums.

## BP.1 SUMMARY

### Bid Schedule A: Prison Hill Trail (Base Bid)

Item No.	Description	Unit	Est. Quantity	Unit Price	Total Price
A1	Mobilization, Demobilization and Cleanup	LS	1	69,979 <sup>00</sup>	69,979 <sup>00</sup>
A2	Implement SWPPP	LS	1	14,000 <sup>00</sup>	14,000 <sup>00</sup>
A3	Traffic Control	LS	1	3,000 <sup>00</sup>	3,000 <sup>00</sup>
A4	Clearing and Grubbing	LS	1	28,000 <sup>00</sup>	28,000 <sup>00</sup>
A5	Earthwork, Cut and Fill	LS	1	50,000 <sup>00</sup>	50,000 <sup>00</sup>
A6	Erosion Control (Hydro-seeding)	SY	10,000	1 <sup>00</sup>	10,000 <sup>00</sup>
A7	3-inches Decomposed Granite Surface	SF	90,200	0 <sup>60</sup>	54,120 <sup>00</sup>
A8	6-inches Type 2, CL B Aggregate Base	SF	100,600	1 <sup>05</sup>	105,630 <sup>00</sup>
A9	3-inch Asphalt Concrete (PG-64-28NV, Type3)	SF	2,000	5 <sup>00</sup>	10,000 <sup>00</sup>
A10	1.0-ft Thick Rock Slope Protection (Cl. 150 Rip-rap)	SF	10,000	4 <sup>25</sup>	42,500 <sup>00</sup>
A11	Culvert Inlet Protection(Class 150 Rip-rap)	SF	2,100	6 <sup>25</sup>	14,175 <sup>00</sup>
A12	Culvert Outlet Protection(Class 300 Rip-rap)	SF	4,200	7 <sup>40</sup>	31,080 <sup>00</sup>
A13	Rock Lined Ditch	LF	5,970	15 <sup>50</sup>	92,535 <sup>00</sup>
A14	Trapezoidal Rock Lined Ditch	LF	310	23 <sup>50</sup>	7,285 <sup>00</sup>
A15	Unlined Ditch	LF	2,300	4 <sup>25</sup>	9,775 <sup>00</sup>
A16	Berm (Includes Rip-rap)	LF	100	74 <sup>00</sup>	7,400 <sup>00</sup>
A17	Drain Rock Cross Drain	EA	2	1,500 <sup>00</sup>	3,000 <sup>00</sup>
A18	15-inch CMP	LF	213	57 <sup>00</sup>	12,141 <sup>00</sup>
A19	18-inch CMP	LF	262	65 <sup>00</sup>	17,030 <sup>00</sup>
A20	24-inch CMP	LF	68	75 <sup>00</sup>	5,100 <sup>00</sup>
A21	48-inch CMP	LF	40	225 <sup>00</sup>	9,000 <sup>00</sup>
A22	15-inch CMP Flared End Section	EA	14	400 <sup>00</sup>	5,600 <sup>00</sup>
A23	18-inch CMP Flared End Section	EA	10	400 <sup>00</sup>	4,000 <sup>00</sup>
A24	24-inch CMP Flared End Section	EA	4	500 <sup>00</sup>	2,000 <sup>00</sup>
A25	48-inch CMP Flared End Section	EA	2	1,500 <sup>00</sup>	3,000 <sup>00</sup>
A26	Pipe Railing	LF	250	73 <sup>00</sup>	18,250 <sup>00</sup>
A27	5-Strand Wire Fence	LF	60	10 <sup>00</sup>	600 <sup>00</sup>
A28	5-Strand Wire Fence End Panel	EA	2	1,100 <sup>00</sup>	2,200 <sup>00</sup>
A29	Chain Link Fence	LF	6	30 <sup>00</sup>	180 <sup>00</sup>
A30	Wood Steps	LF	65	300 <sup>00</sup>	19,500 <sup>00</sup>

# BID PROPOSAL

A31	Traffic Sign (Road)	EA	6	750 <sup>00</sup>	4,500 <sup>00</sup>
A32	Traffic Sign (Trail)	EA	8	600 <sup>00</sup>	4,800 <sup>00</sup>
A33	Crosswalk Striping (Paint)	EA	3	540 <sup>00</sup>	1,620 <sup>00</sup>
A34	Rectangular Rapid Flashing Beacon	EA	1	10,000 <sup>00</sup>	10,000 <sup>00</sup>
<b>Total Base Bid Price (Schedule A) \$</b>				<b>672,000<sup>00</sup></b>	

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

Six Hundred Seventy Two Thousand Dollars

## Bid Schedule B: West Riverbank Trail (Additive Alternate 1)

Item No.	Description	Unit	Est. Quantity	Unit Price	Total Price
				32,235 <sup>00</sup>	
B1	Mobilization, Demobilization and Cleanup	LS	1	32,235	32,235 <sup>00</sup>
B2	Implement SWPPP	LS	1	5,000 <sup>00</sup>	5,000 <sup>00</sup>
B3	Traffic Control	LS	1	2,000 <sup>00</sup>	2,000 <sup>00</sup>
B4	Clearing and Grubbing	LS	1	25,000 <sup>00</sup>	25,000 <sup>00</sup>
B5	Earthwork, Cut and Fill	LS	1	31,000 <sup>00</sup>	31,000 <sup>00</sup>
B6	Erosion Control (Hydroseeding)	SY	4,600	100	4,600 <sup>00</sup>
B7	3-inches Decomposed Granite Surface	SF	75,100	65	48,815 <sup>00</sup>
B8	6-inches Type 2, CL B Aggregate Base	SF	81,400	110	89,540 <sup>00</sup>
B9	1-ft Thick Culvert Inlet/Outlet Protection (Cl. 150 Rip-rap)	SF	600	5 <sup>50</sup>	3,300 <sup>00</sup>
B10	1.5-ft Thick Culvert Inlet/Outlet Protection (Cl. 300 Rip-rap)	SF	1,400	7 <sup>50</sup>	10,500 <sup>00</sup>
B11	Trail Edge Protection	LF	670	20 <sup>00</sup>	13,400 <sup>00</sup>
B12	Drain Rock Cross Drain	EA	1	1,500 <sup>00</sup>	1,500 <sup>00</sup>
B13	15-inch CMP	LF	90	57 <sup>00</sup>	5,130 <sup>00</sup>
B14	18-inch CMP	LF	100	75 <sup>00</sup>	7,500 <sup>00</sup>
B15	72-inch CMP	LF	60	420 <sup>00</sup>	25,200 <sup>00</sup>
B16	Pipe Railing	LF	120	73 <sup>00</sup>	8,760 <sup>00</sup>
B17	3-ft High Split Rail Fence	LF	180	36 <sup>00</sup>	6,480 <sup>00</sup>
B18	5-Strand Wire Fence	LF	2,450	5 <sup>00</sup>	12,250 <sup>00</sup>
B19	5-Strand Wire Fence End Panel	EA	8	1,100 <sup>00</sup>	8,800 <sup>00</sup>
B20	5-Strand Wire Fence, 3-Post Corner Panel	EA	9	1,100 <sup>00</sup>	9,900 <sup>00</sup>
B21	5-Strand Wire Fence, 4-Post Corner Panel	EA	8	1,150 <sup>00</sup>	9,200 <sup>00</sup>
B22	12-ft Missouri Gate	EA	1	850 <sup>00</sup>	850 <sup>00</sup>
B23	Traffic Sign (Road)	EA	2	710 <sup>00</sup>	1,420 <sup>00</sup>
B24	Traffic Sign (Trail)	EA	2	560 <sup>00</sup>	1,120 <sup>00</sup>
B25	Crosswalk Striping (Paint)	EA	1	500 <sup>00</sup>	500 <sup>00</sup>
B26	Rectangular Rapid Flashing Beacon	EA	1	10,000 <sup>00</sup>	10,000 <sup>00</sup>
<b>Total Additive Alternate 1 Bid Price (Schedule B) \$</b>				<b>379,000<sup>00</sup></b>	

Total Additive Alternate 1 (Schedule B) Bid Price Written in Words:

Three Hundred seventy Nine Thousand Dollars

# BID PROPOSAL

## Bid Schedule C: Mexican Ditch Trail (Additive Alternate 2)

Item No.	Description	Unit	Est. Quantity	Unit Price	Total Price
C1	Mobilization, Demobilization and Cleanup	LS	1	15,830 <sup>00</sup>	15,830 <sup>00</sup>
C2	Implement SWPPP	LS	1	3,000 <sup>00</sup>	3,000 <sup>00</sup>
C3	Limb Existing Tree	EA	2	2,100 <sup>00</sup>	4,200 <sup>00</sup>
C4	Traffic Control	LS	1	4,500 <sup>00</sup>	4,500 <sup>00</sup>
C5	Clearing and Grubbing	LS	22,000 <sup>-1</sup>	15,000 <sup>00</sup> <sup>21</sup>	15,000 <sup>00</sup> <sup>21</sup> 22,000 <sup>00</sup>
C6	Earthwork, Cut and Fill	LS	27,000 <sup>-1</sup>	12,000 <sup>00</sup> <sup>21</sup>	12,000 <sup>00</sup> <sup>21</sup> 27,000 <sup>00</sup>
C7	Erosion Control (Hydroseeding)	SY	2,100	2.50 <sup>00</sup>	5,250 <sup>00</sup>
C8	3-inches Decomposed Granite Surface	SF	29,100	0.60 <sup>00</sup>	17,460 <sup>00</sup>
C9	6-inches Type 2, CL B Aggregate Base	SF	31,400	1.00 <sup>00</sup>	32,970 <sup>00</sup>
C10	9-inches Type 2, CL B Aggregate Base	SF	5,400	9,600 <sup>00</sup> <sup>15</sup>	9,600 <sup>00</sup> <sup>15</sup> \$8,100.00
C11	1-ft Thick Culvert Inlet/Outlet Protection (Cl. 150 Rip-rap)	SF	60	25 <sup>00</sup>	1,500 <sup>00</sup>
C12	Drain Rock Cross Drain	EA	3	1,400 <sup>00</sup>	4,200 <sup>00</sup>
C13	18-inch CMP	LF	35	92 <sup>00</sup>	3,220 <sup>00</sup>
C14	6" x 6" Treated Wood Post	EA	81	120 <sup>00</sup>	9,720 <sup>00</sup>
C15	5-Strand Wire Fence	LF	80	10 <sup>00</sup>	800 <sup>00</sup>
C16	5-Strand Wire Fence, 3-Post Corner Panel	EA	2	1,150 <sup>00</sup>	2,300 <sup>00</sup>
C17	12-ft Steel Gate	EA	1	850 <sup>00</sup>	850 <sup>00</sup>
C18	Traffic Sign (Trail)	EA	1	600 <sup>00</sup>	600 <sup>00</sup>
<b>Total Additive Alternate 2 Bid Price (Schedule C) \$</b>				<i>162,000<sup>00</sup></i>	<b>\$160,500</b>

Total Additive Alternate 2 (Schedule C) Bid Price Written in Words:

One Hundred Sixty Two Thousand Dollars

### BP.2 BID SUMMARY:

Base Bid Only: \$ 672,000 Words: Six Hundred Seventy two thousand Dollars

Base Bid Plus Additive Alternate 1: \$ 1051,000 Words: One million Fifty one thousand Dollars

Base Bid Plus Additive Alternate 2: \$ 834,000 Words: Eight Hundred Thirty Four Thousand Dollars

Base Bid Plus Additives 1 and 2: \$ 1,213,000 Words: One million Two hundred Thirteen Thousand Dollars

### BP.3 BIDDER INFORMATION:

Company Name:	Aspen Developers Corp.
Federal ID No & DUNS No.:	75-3091622 15-172-3875
Mailing Address:	2340 E. 5 <sup>th</sup>
City, State, Zip Code:	TRENTON NV 89512
Complete Telephone Number:	775 786-3310
Complete Fax Number:	775 786-0790

# BID PROPOSAL

E-mail: <u>ERICO@ASPENDEVS.COM</u>

Contact Person / Title: <u>ERICO LUSTEN - PRES</u>
Mailing Address: <u>2340 E 5TH</u>
City, State, Zip Code: <u>RENDO NV 89512</u>
Complete Telephone Number: <u>775 786-3360</u>
Complete Fax Number: <u>775 786-0790</u>
E-mail Address: <u>ERICO@ASPENDEVS.COM</u>

#### BP.4 LICENSING INFORMATION:

Nevada State Contractor's License Number: <u>55758</u>
License Classification(s): <u>A</u>
Limitation(s) of License: <u>9,900,000</u>
Date Issued: <u>5/9/2007</u>
Date of Expiration: <u>5/31/2022</u>
Name of Licensee: <u>Aspen Developers Corp.</u>
Carson City Business License Number: <u>PENDING</u>
Date Issued:
Date of Expiration:
Name of Licensee: <u>Aspen Developers Corp.</u>

#### BP.5 DISCLOSURE OF PRINCIPALS:

##### Individual and/or Partnership:

Owner 1) Name: <u>ERICO LUSTEN</u>
Address: <u>2340 E 5TH</u>
City, State, Zip Code: <u>RENDO NV 89512</u>
Telephone Number: <u>775 786-3360</u>
Owner 2) Name: <u>N/A</u>

# BID PROPOSAL

Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

**Corporation:**

State in which Company is Incorporated:	NV
Date Incorporated:	1/23/03
Name of Corporation:	Aspen Developers Corp.
Mailing Address	2340 E 56th
City, State, Zip Code:	TRENTON NV 88512
Telephone Number:	775 786-3360
President's Name:	Erik Lutzen
Vice-President's Name:	N/A
Other 1) Name & Title:	N/A

**BP.6 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1) Jon WINFIELD	4
Title 1) PM	
Name 2) MIKE PARVIN	1
Title 2) SUPER	
Name 3) LUPE CUEVA	4

## BID PROPOSAL

Title 3)

FORTEMAN

Name 4)	
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Title 4)

Name 5)	
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Title 5)

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

Title 6)

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

# BID PROPOSAL

## BP.7 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)

<b>Company Name 1):</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 2):</b>	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

SEE ATTACHED

## BID PROPOSAL

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

Aspen Developers References								
	Name and Location	Description of project	Owner	Design Engineer	Completed	Date Completed	Contract Price	Reference/Contact Address and Phone
1	Swan Lake	Dewatering Swan Lake	City of Reno	Farr West	Complete	4/20/2020	\$2,286,978.71	Farr West Dan Newton 775 851-4788
2	TMWA California-Marsh Water Main	Water Main Replacement	Truckee Meadows Water Authority	Juan Esparza	Complete	5/10/2019	\$1,400,000.00	TMWA David Diegle (775) 834-8073 (916) 316-1765
3	Zone 6 Fernley Rehab	Sewer line replacement	City of Fernley	AM Engineering	Complete	5/7/2019	\$339,334.00	Jessica Dover (775) 784-9919
4	Yellow Pine Main and PRS Yellow Pine Rd. Reno, NV	Water Main Replacement	Truckee Meadows Water Authority	TMWA Kelly McGlynn (775) 250-8259	Complete	8/1/2018	\$320,000.00	TMWA David Diegle (775) 834-8073 (916) 316-1765
5	Cedar Street Sanitary Sewer Rehabilitation Project Fernley, NV	Sewer Rehabilitation	City of Fernley	AM Engineering	Complete	7/15/2018	\$450,000.00	Jessica Dover (775) 784-9919
6	Pershing County School District Athletic Field and Track Improvement Project Lovelock, NV	Athletic Field and Track Improvement Project	Pershing County School District	Shaw	Complete	6/1/2018	\$3,400,000.00	Steve Brigman, P.E. (775)329-5999
7	Prestige Nursing Care center, Carson City	Building pad, underground, site work	Prestige	Manhard	On Going		\$1,800,000.00	Tj Mellma (360)815-3940
8	Lovelock Sewer and Water	Sewer main and Water Main	Lovelock	Shaw	Complete	10/15/2017	\$2,000,000.00	Steve Brigman, P.E. (775)329-5999
9	Topaz Ranch Estates Wellington Nv Phase 1B	Water Line Replacement	Topaz Ranch Estates	Lumos	Complete	10/1/2017	\$1,800,000.00	Tim Russel (775)883-7077
10	Topaz Ranch Estates , Wellington Nv Phase 1A	Water line Replacement	Topaz Ranch Estates	Lumos Tim Russel (775)883-7077	Complete	4/1/2017	\$2,200,000.00	Tim Russel (775)883-7078
11	District Pipeline Replacement	Construct new Waterline, paving, slipline, hydrants and meters	Town of Truckee	Neil Coffman (530)582-3950	Complete	9/1/2016	\$1,300,000.00	Neil Coffman (530)582-3950

## BID PROPOSAL

### BP. 8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

  
Signature of Authorized Certifying Official

Eric Luster  
Printed Name

PRES

Title

5/1/20  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### BIDDER'S SAFETY INFORMATION

#### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2018	.83	5.73
2019	.85	5.12

<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.9 INSTRUCTIONS:** for Subcontractors and **General Contractors who self-perform** in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. Per NRS 338.141 the **prime contractor** shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor	Address <i>N/A - See Attachment C</i>	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP.10 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 <i>N/A See Attachment C</i>	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

# BID PROPOSAL

## SUBCONTRACTORS

**BP. 11 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	
<i>N/A - See Attachment C</i>		
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	NV Contractor License # DUNS#	Limit of License
Description of work		

# BID PROPOSAL

BP.12

<b>CONTRACTOR'S MONTHLY REPORT OF PAYMENTS TO SUBCONTRACTORS</b>					
<p>The Contract Documents require each contractor to submit to Carson City a monthly report of payments to its subcontractors. This applies to all tiers of subcontracting. Monthly updates are to be submitted on this form and provided to the City's Construction Manager overseeing the contract.</p>					
Business name and address of the contractor making payment:			CONTRACT NUMBER: _____		
Subcontractor name:	Date Invoiced by Subcontractor	Amount Invoiced by	Date Subcontractor was Paid	Amount Paid for Work or	Amount Paid for Supplies
Subcontractor name:					
Subcontractor name:					
Subcontractor name:					
Subcontractor name:					
Subcontractor name:					
Subcontractor name:					
Subcontractor name:					
Signature of authorized representative of the contractor	Title of person signing			Date Submitted	
The contractor attests that the information provided is accurate.					

# BID PROPOSAL

## BP.13 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada )  
COUNTY OF Washoe )  
                          ) SS

I Eric Luster (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Carson River Trail System Phase 2 Project", contract number 19300168, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

### BIDDER:

PRINTED NAME OF BIDDER: Eric Luster

TITLE: Pres.

FIRM: Aspen Developers Corp.

Address: 234 E 56th

City, State, Zip: Tonopah NV 80512

Telephone: 775 786-3360

Fax: 775 786-0790

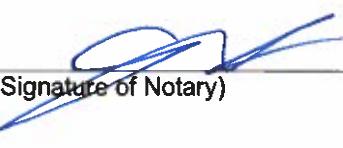
E-mail Address: EDASPIEDERS.COM

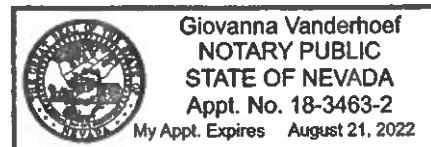
  
(Signature of Bidder)

DATED: 5/6/20

Signed and sworn (or affirmed) before me on this 15<sup>th</sup> day of May, 2020, by

Eric Luster

  
(Signature of Notary)



(Notary Stamp)

## **DBE Information**

**Completed Form Required**

## LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: 19300168

Contractor: Aspen Developers Corp.

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
Tholl Fence, 800 Glendale Ave Sparks, NV 89431	(775) 358-8680	5493A	7077 Unlimited	Yes <input checked="" type="radio"/> No <input type="radio"/>	Yes <input checked="" type="radio"/> No <input type="radio"/>	Yes <input checked="" type="radio"/> No <input type="radio"/>
nevada Barricade And Sign, P.O. Box 2049 Reno, NV 89515	(775) 331-5100	52315	Unlimited	Yes <input checked="" type="radio"/> No <input type="radio"/>	Yes <input checked="" type="radio"/> No <input type="radio"/>	Yes <input checked="" type="radio"/> No <input type="radio"/>
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No

## BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Contract No.: 19300168

Project No(s):

Total Bid Amount \$ 1,213,000<sup>00</sup>

Contract DBE Goal: 0 %

Contractor: Aspen Developers Corp.

Address: 2340 E 56<sup>th</sup> ST  
RE-O NV 89502

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

## DBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S.)	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
None					

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

--

## DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S.)	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
None						

B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:

--

C. Total Dollar Value of DBE Participation\*\* (Add Totals from Lines A &amp; B): \$ 0

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): 0 %

\*DBEs must be certified by the Nevada Unified Certification Program.

\*\*DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Contractor's Signature

5/1/20

Date

Telephone No. 775 781-3360

**BIDDER SUBCONTRACTOR INFORMATION**  
(For subcontractors exceeding five percent (5%) of the bid amount)

Attachment C 10.15.19

Contract No.: 19300168

Contractor: Aspen Developers Corp.

Project No(s):

Address: 234 N 56

Total Bid Amount \$ 1,213,000<sup>00</sup>

REV. N/ 19512

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS AND DUNS NUMBER	PHONE NO.	PROPOSAL ITEM NO(S). (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
Artistic Fence Company 5740 Highway 50 East Carson City, NV 89701 DUNS # 047885769	(775) 882-4665	A1, A26-A29 B46-B16-B22 C14-C17	7798 A	unlimited	Fence Install

*The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.*

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

  
Contractor's Signature

5/6/20  
Date

Telephone No. 775 782-3760

## BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: 193-168

Contractor: Aspen Developers Corp.

Project No(s):

Address: 2340 E 5th

Bid Amount \$ 1,213,000<sup>00</sup>

Reno NV 89512

This information must be submitted by the three (3) lowest bidders no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS AND DUNS NUMBER	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S). (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
F3 & Associates, Inc. 2445 Pyramid Way, Unit B Sparks, NV 89431 DUNS #: 172210309	(775) 451-7255	A5 B5 C5	N/A	N/A	Survey
Intermountain Slurry Seal, Inc 585 West Beach St Watsonville, CA 95076 Duns #: 037789089	(831) 768-4086	A31-A39 B23-B26 C18	236574	Unlimited	Striping & Signs
Aspen Developers, 2340 E 5th Street Reno, NV 89512 DUNS #: 15-172-3076	(775) 786-3310	All other items not listed	55758A	9,700,000	All other work Not Listed

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Contractor's Signature

Date

Telephone No. 775 786-3310

51

**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding \$250,000.00)

Contract No.: 193 06161

Required only if the total bid amount is greater than \$25 million

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

Aspen Developers Corp.

Project No(s). :

Address: 2340 E 544

Total Bid Amount \$ \_\_\_\_\_

Reno NV 89502

If the total bid amount is \$25 million or greater, this information must be submitted, by the three (3) lowest bidders, no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding \$250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED
N/A					

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

Telephone No. 775 186-3700

Contractor's Signature

5/6/20

Date

## **Affidavit Required Under 23 USC Section 112(c)**

**Completed Form Required**

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)  
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Nevada } SS  
COUNTY OF Washoe }

I, Eric Lusten (Name of party signing this affidavit and the Proposal Form) President (title).  
being duly sworn do depose and say: That Aspen Developers Corp. (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

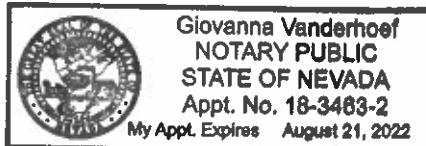
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

  
Signature

  
Title

Sworn to before me this 19<sup>th</sup> day of May, 20 20

(SEAL)



  
Notary Public, Judge or other Official

## **Certification Required By Section 1352 of Title 31**

### **Completed Form Required**

**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.

Eric Lusten

Name (please type or print)



Signature

RDEI

Title

## **Disclosure of Lobbying Activities**

**Completed Form Required**

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Attachment C 10.15.19

Approved by OMB  
0348-0046

1. Type of Federal Actions: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Sub-awardee  ASSEN DEVELOPS 2340 E 561 DEN NV 89512	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:	
Congressional District, if known:	Congressional District, if known:	
6. Federal Department/Agency:  UNKNOWN	7. Federal Program Name/Description:  UNKNOWN CFDA Number, if applicable: _____	
8. Federal Action Number, if known: UNKNOWN	9. Award Amount, if known: \$ UNKNOWN	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):  NONE	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):  NONE	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply):  <input type="checkbox"/> \$ 6 <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply):  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply):  <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	(attach Continuation Sheet(s) SF-LLL-A, if necessary)	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:  NONE		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Signature: 	
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Print Name: ERIC W. WITTEN		
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Telephone No.: 775 786-7700		
Date: 5/6/21		
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