

**NOTICE OF PUBLIC MEETING OF THE
CARSON CITY REGIONAL TRANSPORTATION COMMISSION
WEDNESDAY, SEPTEMBER 10, 2014**

**(This meeting will begin immediately after the adjournment
of the CAMPO meeting, which begins at 4:30 P.M.)**

**COMMUNITY CENTER- SIERRA ROOM
851 EAST WILLIAM STREET
CARSON CITY, NEVADA**

NOTE: The Carson City Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson City Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or ppittenger@carson.org, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on September 8, 2014).

For more information regarding any of the items listed on the agenda, please contact Patrick Pittenger, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at www.carson.org, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

AGENDA

A. ROLL CALL AND DETERMINATION OF A QUORUM

B. PUBLIC COMMENT: Members of the public who wish to address the Regional Transportation Commission may approach the podium and speak on matters related to the Regional Transportation Commission. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Regional Transportation Commission meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

C. For Possible Action: APPROVAL OF MINUTES

C-1 For Possible Action: Action to approve the minutes of the July 9, 2014 meeting.

D. AGENDA MANAGEMENT NOTICE: Items on the agenda may be taken out of order; RTC may combine two or more agenda items for consideration; and RTC may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

E. DISCLOSURES: Any member of the Commission that may wish to explain any contact with the public regarding an item on the agenda or business of the Commission.

F. PUBLIC MEETING ITEMS:

F-1 Information on the implementation of Jump Around Carson's expanded evening service.

Staff Summary: The Carson City Regional Transportation Commission recently approved a proposal for service expansion to the Jump Around Carson (JAC) transit system. Staff will provide a brief summary on the performance of the new service to date, which began on September 2, 2014.

F-2 For Possible Action: To determine that Horizon Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-028, "5th Street Pedestrian Improvements Project" for a bid amount of \$289,000.00, plus a contingency amount of \$28,900.00, for a total not to exceed price of \$317,900.00 to be funded from the Grant Fund, Capital Projects/Construction account as provided in FY 2014/2015 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the 5th Street Pedestrian Improvements Project. Project consists of removal and replacement of curb and gutter, driveway, and sidewalk, as well as construction of pedestrian ramps, concrete valley gutter and spandrels, asphalt patching, and utility adjustments. This project includes all common phases of construction customarily associated with this type of project.

F-3 Information on the formation of a Carson City Bicycle and Pedestrian Advisory Workgroup.

Staff Summary: Staff has recently formed a Bicycle and Pedestrian Advisory Workgroup comprised of primarily City staff from varying departments. Staff will provide a brief summary of the group and its purpose.

F-4 Information on the expenditure of funds for roadway maintenance.

Staff Summary: Staff will provide a brief explanation of how funds dedicated to roadway maintenance and capital projects are expended.

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items)

G-1 Street Operations Report – July 2014

Staff Summary: Monthly Status Report for the Commission's information.

G-2 Project Status Report

Staff Summary: Monthly Status Report for the Commission's information.

G-3 Future Agenda Items

H. COMMISSION COMMENTS: Status reports and comments from the members of the Regional Transportation Commission.

I. PUBLIC COMMENT: Members of the public who wish to address the Regional Transportation Commission may approach the podium and speak on any matter that is not specifically included on the agenda as an action item and allowable under the Open Meeting Law. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Regional Transportation Commission meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

J. For Possible Action: ADJOURNMENT

The next regular meeting is tentatively scheduled for Wednesday, October 8, 2014, immediately after the adjournment of the CAMPO meeting, which begins at 4:30 p.m., at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations
before 5:00 p.m. on Thursday, September 4, 2014:

CITY HALL, 201 North Carson Street
CARSON CITY LIBRARY, 900 North Roop Street
COMMUNITY CENTER, SIERRA ROOM, 851 East William Street
CARSON CITY PUBLIC WORKS, 3505 Butti Way
PLANNING DIVISION, 2621 108 E. Proctor Street

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DRAFT

A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization on Wednesday, July 9, 2014, in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson John McKenna
Commissioner Brad Bonkowski
Commissioner Robert McQueary

STAFF: Darren Schulz, Public Works Department Director
Patrick Pittenger, Transportation Manager
Daniel Doenges, Senior Transportation Planner
Graham Dollarhide, Transit Coordinator
Joseph Ward, Senior Deputy District Attorney
Kathleen King, Chief Deputy Clerk

NOTE: A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours.

A. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:53:46) - Chairperson McKenna called the meeting to order at 4:53 p.m. Roll was called; a quorum was present. Vice Chairperson Smolenski was absent.

B. PUBLIC COMMENT (4:54:10) - Chairperson McKenna entertained public comment; however, none was forthcoming.

C. POSSIBLE ACTION ON APPROVAL OF MINUTES - May 14, 2014 (4:54:28) - Chairperson McKenna entertained a motion. **Commissioner Bonkowski moved to approve the minutes, as presented. Commissioner McQueary seconded the motion. Motion carried 3-0.**

D. AGENDA MANAGEMENT NOTICE (4:54:43) - Chairperson McKenna entertained modifications to the agenda; however, none were forthcoming.

E. DISCLOSURES (4:54:50) - Chairperson McKenna entertained disclosures; however, none were forthcoming.

F. PUBLIC MEETING ITEMS:

F-1. POSSIBLE ACTION TO REJECT A&K EARTHMOVERS, INC. BID PROTEST, BASED ON THE DETERMINATION THAT A&K EARTHMOVERS, INC. BID PROTEST IS NOT VALID BASED ON THE MEMORANDUM FROM THE STATE OF NEVADA DEPARTMENT OF TRANSPORTATION REGARDING DBE GOALS (4:55:09) - Chairperson McKenna introduced this item, and Mr. Ward reviewed the agenda materials. Chairperson McKenna called for an A&K Earthmovers, Inc. representative; however, no one was forthcoming. Chairperson McKenna entertained public and commissioner comments or questions. Mr. Ward responded to questions of clarification. **Commissioner Bonkowski moved to reject A&K Earthmovers, Inc. bid protest, based on the determination that A&K Earthmovers, Inc. bid protest is not valid, based on the**

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memorandum from the State of Nevada Department of Transportation regarding DBE goals. **Commissioner McQueary seconded the motion.** Chairperson McKenna entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [3 - 0]
MOVER:	Commissioner Brad Bonkowski
SECOND:	Commissioner Robert McQueary
AYES:	Commissioners Bonkowski, McQueary, and Chair McKenna
NAYS:	None
ABSENT:	Vice Chair James Smolenski
ABSTAIN:	None

F-2. POSSIBLE ACTION TO DETERMINE THAT COONS CONSTRUCTION, LLC IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1314-164, "SAFE ROUTES TO SCHOOL, HELLS BELLS ROAD PEDESTRIAN IMPROVEMENTS," FOR A BID AMOUNT OF \$169,255.00, PLUS A CONTINGENCY AMOUNT NOT TO EXCEED \$20,745.00, TO BE FUNDED FROM THE DEPARTMENT OF TRANSPORTATION GRANT PROCEEDS OF \$190,000, AWARDED IN FY 2013 / 2014 (4:58:20) - Chairperson McKenna introduced this item, and Mr. Pittenger reviewed the agenda materials. Mr. Pittenger acknowledged sufficient funding is available. He and Mr. Schulz responded to additional questions of clarification, and discussion ensued.

Chairperson McKenna entertained public comment and, when none was forthcoming, a motion. **Commissioner Bonkowski moved to determine that Coons Construction, LLC is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1314-164, "Safe Routes to School, Hells Bells Road Pedestrian Improvements," for a bid amount of \$169,255.00, plus a contingency amount not to exceed \$20,745.00, to be funded from the Department of Transportation grant proceeds of \$190,000, awarded in FY 2013 / 2014. Commissioner McQueary seconded the motion.** Chairperson McKenna entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [3 - 0]
MOVER:	Commissioner Brad Bonkowski
SECOND:	Commissioner Robert McQueary
AYES:	Commissioners Bonkowski, McQueary, and Chair McKenna
NAYS:	None
ABSENT:	Vice Chair James Smolenski
ABSTAIN:	None

F-3. INFORMATION ON THE SUPPORT OF THE JUMP AROUND CARSON ("JAC") TRANSIT SERVICE FOR THE NV 150 SESQUICENTENNIAL FAIR (5:05:22) - Chairperson McKenna introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification. Chairperson McKenna entertained commissioner and public questions or comments and, when none were forthcoming, thanked Mr. Pittenger for his presentation.

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F-4. POSSIBLE ACTION TO APPROVE THE 2014 SHORT RANGE TRANSIT DEVELOPMENT PLAN FOR THE JUMP AROUND CARSON TRANSIT SYSTEM (5:10:02) -

Chairperson McKenna introduced this item, and Mr. Pittenger reviewed the agenda materials. He reviewed revisions to be made to the plan, as requested by Commissioner Bonkowski. He responded to questions regarding plans for the installation of additional bus shelters. He acknowledged that anyone can contact him with questions or suggestions.

Chairperson McKenna entertained public comment. (5:19:27) Kevin Burns requested that consideration be given to expanding service times to accommodate Western Nevada College class schedules. Mr. Pittenger acknowledged having been previously aware of this request, and advised that evening service would be recommended "if it were financially feasible."

(5:21:02) The Associated Students of Western Nevada College Treasurer and Student Government Advisor Shelly Bale introduced themselves for the record, and discussed the need for expanded service hours to accommodate the Western Nevada College class schedule.

Mr. Pittenger acknowledged the ability to expand service for Routes 2A and B, which would cover WNC as well as most of the major shopping areas. He requested direction to communicate with WNC representatives to further clarify the need. Chairperson McKenna requested Mr. Pittenger to also talk to appropriate legislators and the University of Nevada Board of Regents.

Chairperson McKenna entertained additional public comment. (5:25:15) Gayle Strubel advised that she works in the WNC Adult Literacy and Language Program, and requested consideration be given to the possibility of the JAC Service providing transportation to the Carson High School High Tech Center where classes are also held. Mr. Pittenger agreed to consider the possibility, and a brief discussion followed.

(5:27:19) DeeDee Foremaster requested an increase in the JAC service times to accommodate the disabled population for evening activities.

Discussion took place regarding the recommended action in consideration of the requests which had been made. Mr. Pittenger assured the commission that Transportation Division staff will "just keep working." Chairperson McKenna entertained a motion. **Commissioner Bonkowski moved to approve the 2014 Short-Range Transit Development Plan for the Jump Around Carson Transit System. Commissioner McQueary seconded the motion.** Chairperson McKenna entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [3 - 0]
MOVER:	Commissioner Brad Bonkowski
SECOND:	Commissioner Robert McQueary
AYES:	Commissioners Bonkowski, McQueary, and Chair McKenna
NAYS:	None
ABSENT:	Vice Chair James Smolenski
ABSTAIN:	None

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F-5. POSSIBLE ACTION TO ADOPT RESOLUTION NO. 2014-RTC-R-1, EXPRESSING SUPPORT FOR THE CONSTRUCTION OF INTERSTATE 11 ("I-11") FROM PHOENIX, ARIZONA TO LAS VEGAS, NEVADA WITH A FUTURE EXTENSION THROUGH CARSON CITY, UTILIZING THE EXISTING I-580 CORRIDOR (5:32:54) - Chairperson McKenna introduced this item, and Mr. Pittenger reviewed the agenda materials. Chairperson McKenna entertained public and commissioner comments and, when none were forthcoming, a motion. **Commissioner Bonkowski moved to adopt Resolution No. 2014-RTC-R-1, expressing support for the construction of Interstate 11 from Phoenix, Arizona to Las Vegas, Nevada with a future extension through Carson City, utilizing the existing I-580 corridor. Commissioner McQueary seconded the motion.** Chairperson McKenna entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [3 - 0]
MOVER:	Commissioner Brad Bonkowski
SECOND:	Commissioner Robert McQueary
AYES:	Commissioners Bonkowski, McQueary, and Chair McKenna
NAYS:	None
ABSENT:	Vice Chair James Smolenski
ABSTAIN:	None

F-6. POSSIBLE ACTION TO APPROVE AMENDMENT NO. 3 TO CONTRACT NO. 0910-182 WITH MV TRANSPORTATION TO EXERCISE THE SECOND OF THREE (3) ONE-YEAR OPTIONS FOR THE OPERATION OF JAC FIXED ROUTE AND JAC ASSIST PARATRANSIT SERVICE, FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015, FOR A TOTAL COST OF \$642,625.50 (5:35:53) - Chairperson McKenna introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification. Chairperson McKenna entertained public comment and, when none was forthcoming, a motion. **Commissioner Bonkowski moved to approve Amendment No. 3 to Contract No. 0910-182 with MV Transportation to exercise the second of three (3) one-year options for the operation of JAC fixed route and JAC Assist paratransit service, from October 1, 2014 to September 30, 2015, for a total cost of \$642,625.50. Commissioner McQueary seconded the motion.** Chairperson McKenna entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [3 - 0]
MOVER:	Commissioner Brad Bonkowski
SECOND:	Commissioner Robert McQueary
AYES:	Commissioners Bonkowski, McQueary, and Chair McKenna
NAYS:	None
ABSENT:	Vice Chair James Smolenski
ABSTAIN:	None

F-7. POSSIBLE ACTION TO APPROVE STAFF TO SUBMIT AN APPLICATION TO THE LEAGUE OF AMERICAN BICYCLISTS FOR A BICYCLE FRIENDLY COMMUNITY DESIGNATION (5:38:55) - Chairperson McKenna introduced this item, and Mr. Doenges reviewed the agenda materials. Chairperson McKenna entertained public comment.

(5:41:11) DeeDee Foremaster expressed support for the application.

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Chairperson McKenna entertained additional public comment and, when none was forthcoming, a motion. **Chairperson McKenna moved to approve staff to submit an application to the League of American Bicyclists for a bicycle-friendly community designation. Commissioner Bonkowski seconded the motion.** Chairperson McKenna entertained discussion on the motion and, when none was forthcoming, thanked the commission for allowing him to make a motion. He called for a vote on the pending motion.

RESULT:	Approved [3 - 0]
MOVER:	Chairperson McKenna
SECOND:	Commissioner Bonkowski
AYES:	Chairperson McKenna, Commissioners Bonkowski and McQueary
NAYS:	None
ABSENT:	Vice Chair James Smolenski
ABSTAIN:	None

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS:

G-1. STREET OPERATIONS REPORT - MAY 2014; G-2. PROJECT STATUS REPORT; and G-3. FUTURE AGENDA ITEMS (5:42:50) - Chairperson McKenna introduced these items together, and Mr. Schulz reviewed the street operations report and the project status report. Chairperson McKenna entertained questions or comments, and Mr. Schulz advised of having received no new data from the Sheriff's Office following installation of the island median on Fairview Drive. In response to a further question, he advised that the island median at the intersection of Stewart and John Streets will be painted in the near future. Chairperson McKenna entertained additional questions or comments; however, none were forthcoming.

H. COMMISSIONER COMMENTS (5:46:06) - Chairperson McKenna entertained commissioner comments; however, none were forthcoming.

I. PUBLIC COMMENT (5:46:09) - Chairperson McKenna entertained public comment; however, none was forthcoming.

J. ACTION TO ADJOURN (5:46:11) - Commissioner Bonkowski moved to adjourn the meeting at 5:46 p.m. Chairperson McKenna seconded the motion. Motion carried 3-0.

The Minutes of the July 9, 2014 Carson City Regional Transportation Commission meeting are so approved this _____ day of September, 2014.

JOHN McKENNA, Chair

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: August 26, 2014

Meeting Date: September 10, 2014

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: Information on the implementation of Jump Around Carson's expanded evening service.

Staff Summary: The Carson City Regional Transportation Commission recently approved a proposal for service expansion to the Jump Around Carson (JAC) transit system. Staff will provide a brief summary on the performance of the new service to date, which began on September 2, 2014.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: On August 13, 2014, The Carson City Regional Transportation Commission approved a proposal for the provision of additional service during weekday evenings by JAC. The Board of Supervisors, at the August 21, 2014 meeting, agreed to commit additional funding for the service in future fiscal years. The additional service targets two key populations in Carson City—students of Western Nevada College and the disabled community. Staff intends to provide regular updates on the effectiveness of the service, and to propose modifications if needed.

Applicable Statue, Code, Policy, Rule or Policy: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

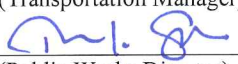
Alternatives: N/A

Supporting Material: N/A

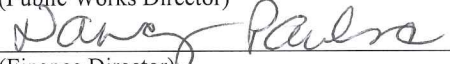
Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: 
(Transportation Manager)

Date: 9/2/14


(Public Works Director)

Date: 9/2/14


(Finance Director)

Date: 9/2/14


(District Attorney's Office)

Date: 9/2/14

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: August 29, 2014

Meeting Date: September 10, 2014
Labor Commissioner PWP # CC-2014-308

To: Regional Transportation Commission
From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that Horizon Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-028, "5th Street Pedestrian Improvements Project" for a bid amount of \$289,000.00, plus a contingency amount of \$28,900.00, for a total not to exceed price of \$317,900.00 to be funded from the Grant Fund, Capital Projects/Construction account as provided in FY 2014/2015 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the 5th Street Pedestrian Improvements Project. Project consists of removal and replacement of curb and gutter, driveway, and sidewalk, as well as construction of pedestrian ramps, concrete valley gutter and spandrels, asphalt patching, and utility adjustments. This project includes all common phases of construction customarily associated with this type of project.

Type of Action Requested: (check one)

- () None – Information Only
() Formal Action/Motion

Recommended Commission Action: I move to determine that Horizon Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-028, "5th Street Pedestrian Improvements Project" for a bid amount of \$289,000.00, plus a contingency amount of \$28,900.00, for a total not to exceed price of \$317,900.00 to be funded from the Grant Fund, Capital Projects/Construction account as provided in FY 2014/2015 budget.

Explanation for Recommended Commission Action: **NOTICE TO CONTRACTORS** were distributed on July 31, 2014 and the **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on July 31, 2014.

The bids were opened at approximately 9:10 a.m. on August 29, 2014 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Brian Smith, Horizon Construction; Danny Selmi, RaPiD Construction; Tanner Hiatt, A & K Earth Movers; Leslie Skinner, Spanish Springs Construction; Brittney McVay, Sierra Nevada Construction; Rick Cooley from Public Works, and Kim Belt, Purchasing and Contracts.

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

Name of Bidder	Total Bid
Sierra View Equipment	\$239,729.50
RaPiD Construction	\$246,642.00
Spanish Springs Construction	\$286,444.00
Horizon Construction	\$289,000.00
Sierra Nevada Construction	\$292,007.00
A & K Earth Movers	\$354,000.00

Staff recommends award to Horizon Construction, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338. Sierra View Equipment, RaPiD Construction and Spanish Springs Construction Bids were found not to be responsive as the Federal Clauses for Buy America and Certification Regarding Lobbying were not provided timely.

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

Engineers Estimate: \$255,695.00

Fiscal Impact: Not to exceed \$317,900.00

Explanation of Impact: If approved the below referenced account could be decreased by \$289,000.00, plus a contingency of \$28,900.00, for a not to exceed amount of \$317,900.00.

Funding Source: Grant Fund – Capital Projects/Construction – account number 275-0620-465.70-40 for \$289,000.00 and contingency of \$28,900.00, for a not to exceed amount of \$317,900.00. Currently there is \$190,183.00 budgeted for FY 2014/15.

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

Supporting Material: Bid Tabulation Report, Contract No. 1415-028, and Bid Response.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: *Robert Alder* Date: 9/2/14
(Transportation Manager)
Carl Z... Date: 9/2/14
(Public Works Director)
Nancy Paulson Date: 9/2/14
(Finance Director)
[Signature] Date: 9/2/14
(District Attorney's Office)

Commission Action Taken:

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

_____ (Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
5th Street Pedestrian Improvements Project
Contract No. 1415-028

THIS **CONTRACT** made and entered into this 10th day of September, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and "Horizon Construction, Inc." hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

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

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1415-028, titled "5th Street Pedestrian Improvements Project"** are both necessary and in the best interest of **CITY**; and

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

REQUIRED APPROVAL

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

CONTRACT TERM AND LIQUIDATED DAMAGES

CONTRACTOR agrees to complete the Work on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in the General Conditions, section GC 3.5.

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.

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
5th Street Pedestrian Improvements Project
Contract No. 1415-028

NOTICE

Unless otherwise specified, termination shall not be effective until seven (7) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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

Brian Smith, President
Horizon Construction, Inc.
P.O. Box 942
Carson City, Nevada 89702
horizoninc@me.com

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

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

COMPENSATION

The parties agree that **CONTRACTOR** will provide the Work specified in these Contract Documents for the Contract Amount of "Two Hundred Eighty Nine Thousand Dollars and No Cents" (\$289,000.00).

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.

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.

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

CONTRACT TERMINATION

Termination Without Cause:

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
5th Street Pedestrian Improvements Project
Contract No. 1415-028

Termination for Nonappropriation:

All payments and services provided under this Contract are contingent upon the availability of the necessary public funding. In the event that **CITY** does not appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate.

Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR fails to maintain safe working conditions.

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and,

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

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

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

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

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

Time to Correct:

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

Winding Up Affairs Upon Termination:

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

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

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

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

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

SCOPE OF WORK

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

5th Street Pedestrian Improvements Project

Contract No. 1415-028

CONTRACTOR agrees that the Contract Documents for Bid No.1415-028 include, 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, herein after referred to as Exhibit A, are intended to be complete and complementary and are intended to describe a complete work. These documents are incorporated herein by reference and made a part whereof.

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

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

Each covered contractor or subcontractor must provide a weekly statement of the wages paid to each of its employees engaged in covered work. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on the "Statement of Compliance" form on the back of [WH-347 "Payroll \(For Contractors Optional Use\)"](#) or on any form with identical wording. **Within seven days after the regular pay date for the pay period the statement shall be delivered to a representative of the federal or state agency in charge.**

NRS 338.070(5) requires: "The record maintained pursuant to subsection 4-5 must be open at all reasonable hours to the inspection of the public body awarding the contract. The contractor engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month."

CERTIFIED PAYROLLS FOR DAVIS BACON AND PREVAILING WAGE PROJECTS

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. Also, in accordance with NRS 338, the hourly and daily wage rates 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 is received by **CITY**.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Project.

The payroll records shall be certified and shall be submitted weekly to the Construction Manager. Submission of the certified payrolls shall be a condition precedent for processing the monthly progress payment. The General Contractor shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

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.

FAIR EMPLOYMENT PRACTICES

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

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

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

PREFERENTIAL EMPLOYMENT

Pursuant to Nevada Revised Statute 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

In connection with the performance of work under this Contract, **CONTRACTOR** agrees to comply with the provisions of Nevada Revised Statute 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of Nevada Revised Statute 338.130, pursuant to the terms of Nevada Revised Statute 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

ALTERNATIVE DISPUTE RESOLUTION

Pursuant to Nevada Revised Statute 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and **CONTRACTOR** engaged on the public work if the dispute cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before a judicial 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.

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 specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

FORCE MAJEURE

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

INDEMNIFICATION

To the extent permitted by law, including but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and

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against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

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

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

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

After the indemnifying party has begun to provide legal defense for the indemnified party, the indemnifying party shall not be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

INDEPENDENT CONTRACTOR

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

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

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

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

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

COMPLIANCE WITH LEGAL OBLIGATIONS

Pursuant to NRS 338.153, a public body shall include in each contract for a public work a clause requiring each Contractor, subcontractor and other person who provide labor, equipment, materials, supplies and services for the public work to comply with the requirements of all applicable state and local laws, including without

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limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

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

WAIVER OF BREACH

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

SEVERABILITY

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

ASSIGNMENT/DELEGATION

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

CITY OWNERSHIP OF PROPRIETARY INFORMATION

Any files, reports, histories, studies, test, manuals, instruction, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be exclusive property of **CITY**, and such materials shall be delivered into **CITY'S** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **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.

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.

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

PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be opened to public inspection and copying. **CITY** will have duty to disclose unless a particular record is made confidential by

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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.

CONFIDENTIALITY

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

FEDERAL FUNDING

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

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

CONTRACTOR and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101.36.999, inclusive, and any relevant program-specific regulations.

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

LOBBYING

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

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

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

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

PROPER AUTHORITY

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

GOVERNING LAW: JURISDICTION

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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require the application of the law any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

ENTIRE CONTRACT AND MODIFICATION

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

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

By: _____
Kim Belt

Dated _____

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: _____
Deputy District Attorney

Dated _____

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 Ext. 7367
Fax: 775-887-2164
Darren.Schulz@carson.org

By: _____

Dated _____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Undersigned deposes and says: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Brian Smith

TITLE: President

FIRM: Horizon Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 14-00025113

NEVADA CONTRACTOR'S LICENSE #: 448337 & 44838

Address: P.O. Box 942

City: Carson City **State:** NV **Zip Code:** 89702

Telephone: 775-885-7700

E-mail Address: horizoninc@me.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 2014, Brian Smith.

(Signature of Notary)

(Notary Stamp)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
5th Street Pedestrian Improvements Project
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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of September 10, 2014 approved the acceptance of the attached contract hereinbefore identified as **CONTRACT No.1415-028** and titled "**5th Street Pedestrian Improvements Project**". Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for 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

JOHN MCKENNA, CHAIRPERSON

DATED this 10th day of September, 2014.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 10th day of September, 2014.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
5th Street Pedestrian Improvements Project
Contract No. 1415-028

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called Contractor, and

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

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

WHEREAS, Contractor has by written agreement dated September 10, 2014, entered into a contract with the City for **BID # 1415-028** and titled "**5th Street Pedestrian Improvements Project**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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PERFORMANCE BOND

Continued for BID # 1415-028 and titled "5th Street Pedestrian Improvements Project"

BY:	(Signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip	
Phone:	
Printed Name of Principal	
Attest By	(Signature of Notary)
Subscribed and Sworn before me this	,2014
day of	

**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.

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LABOR AND MATERIAL - PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called Contractor, and _____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the \$ _____ Dollars (state sum in words) _____ for
_____ 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 September 10, 2014 entered into a contract with the City for **BID # 1415-028** and titled "**5th Street Pedestrian Improvements Project**" in accordance with drawings and specifications prepared by Carson City and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
5th Street Pedestrian Improvements Project
Contract No. 1415-028**

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1415-028** and titled “**5th Street Pedestrian Improvements Project**”

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

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

Printed Name of Principal: _____

Attest by:	(signature of notary)
-------------------	------------------------------

Subscribed and Sworn before me this _____ **day of** _____ **, 2014**

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

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

Notice to Contractors Bid# 1415-028 5th Street Pedestrian Improvements

Date and Time of Opening: August 29, 2014 at 9:10 am

Description			Bidder # 1		Bidder # 2		Bidder #3		
			Sierra View Equipment		RaPiD Construction		Spanish Springs Construction		
BONDING Provided, \$, %, or no			Y		Y		Y		
BIDDER acknowledges receipt addendums			2		2		2		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up (SC 6.1.2)	1	LS	\$25,000.000	\$25,000.000	\$20,000.000	\$20,000.000	\$10,000.000	\$10,000.000
2	Stormwater Protection (SC 6.1.3)	1	LS	\$12,000.000	\$12,000.000	\$1,500.000	\$1,500.000	\$3,000.000	\$3,000.000
3	Traffic Control (SC 6.1.4)	1	LS	\$25,000.000	\$25,000.000	\$2,000.000	\$2,000.000	\$20,000.000	\$20,000.000
4	Removal of Existing Improvements (SC 6.1.5)	1	LS	\$20,000.000	\$20,000.000	\$19,500.000	\$19,500.000	\$71,029.000	\$71,029.000
5	Construct PCC Type A Sidewalk on 4" Ag. Base (SC 6.1.6)	4,665	SF	\$6.000	\$27,990.000	\$7.000	\$32,655.000	\$6.000	\$27,990.000
6	Construct PCC Type 1 Curb and Gutter on 6" Ag. Base (SC 6.1.7)	784	LF	\$25.000	\$19,600.000	\$34.000	\$26,656.000	\$25.000	\$19,600.000
7	Construct PCC Spandrel / Valley Gutter on 6" Ag Base (SC 6.1.8)	523	SF	\$10.000	\$5,230.000	\$14.000	\$7,322.000	\$11.000	\$5,753.000
8	Construct PCC Curb Ramp w/ Detectable Warning Plate on 4" Ag. Base (SC 6.1.9)	2,467	SF	\$11.000	\$27,137.000	\$10.000	\$24,670.000	\$12.000	\$29,604.000
9	Construct Residential Type 1 Driveway Apron on 6" Ag. Base (SC 6.1.10)	3701	SF	\$7.500	\$27,757.500	\$10.000	\$37,010.000	\$8.000	\$29,608.000
10	Construct PCC Driveway on 6" of Ag. Base (SC 6.1.11)	1,805	SF	\$8.000	\$14,440.000	\$13.000	\$23,465.000	\$8.000	\$14,440.000
11	Construct Permanent AC Pavement Patch (4" AC on 6" Agg. Base) (SC 6.1.12)	5365	SF	\$5.000	\$26,825.000	\$6.500	\$34,872.500	\$8.000	\$42,920.000
12	Relocate Existing Street Sign (SC 6.1.13)	5	EA	\$350.000	\$1,750.000	\$750.000	\$3,750.000	\$300.000	\$1,500.000
13	Adjust Utility Boxes to Grade (SC 6.1.14)	5	EA	\$400.000	\$2,000.000	\$350.000	\$1,750.000	\$200.000	\$1,000.000
14	Removal and Restoration of Existing Landscaping (SC 6.1.15)	1	LS	\$5,000.000	\$5,000.000	\$11,491.500	\$11,491.500	\$10,000.000	\$10,000.000
15	Total Base Bid Price (Schedule A)				\$239,729.500		\$246,642.000		\$286,444.000
Total Bid Price written in words? y/n			Y		Y		Y		
Bidder Information provided? y/n			Y		Y		Y		
Sub Contractors listed? y/n or none			5%. 1%		5%, 1%, OTHER		5%		
Bid Document executed? y/n			Y		Y		Y		
END OF DOCUMENT									

No Buy American Forms

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

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

Notice to Contractors Bid# 1415-028 5th Street Pedestrian Improvements

Date and Time of Opening: August 29, 2014 at 9:10 am

Description			Bidder # 4		Bidder # 5		Bidder #6		
			Horizon Construction		Sierra Nevada Construction		A & K Earth Movers		
BONDING Provided, \$, %, or no			Y		Y		N		
BIDDER acknowledges receipt addendums			2		2		2		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up (SC 6.1.2)	1	LS	\$14,046.500	\$14,046.500	\$15,000.000	\$15,000.000	\$17,488.000	\$17,488.000
2	Stormwater Protection (SC 6.1.3)	1	LS	\$2,500.000	\$2,500.000	\$1,000.000	\$1,000.000	\$5,500.000	\$5,500.000
3	Traffic Control (SC 6.1.4)	1	LS	\$7,500.000	\$7,500.000	\$25,000.000	\$25,000.000	\$15,255.000	\$15,255.000
4	Removal of Existing Improvements (SC 6.1.5)	1	LS	\$70,000.000	\$70,000.000	\$47,962.000	\$47,962.000	\$40,000.000	\$40,000.000
5	Construct PCC Type A Sidewalk on 4" Ag. Base (SC 6.1.6)	4,665	SF	\$7.000	\$32,655.000	\$8.000	\$37,320.000	\$8.000	\$37,320.000
6	Construct PCC Type 1 Curb and Gutter on 6" Ag. Base (SC 6.1.7)	784	LF	\$29.000	\$22,736.000	\$25.000	\$19,600.000	\$51.000	\$39,984.000
7	Construct PCC Spandrel / Valley Gutter on 6" Ag Base (SC 6.1.8)	523	SF	\$11.000	\$5,753.000	\$16.000	\$8,368.000	\$24.000	\$12,552.000
8	Construct PCC Curb Ramp w/ Detectable Warning Plate on 4" Ag. Base (SC 6.1.9)	2,467	SF	\$15.000	\$37,005.000	\$15.500	\$38,238.500	\$24.000	\$59,208.000
9	Construct Residential Type 1 Driveway Apron on 6" Ag. Base (SC 6.1.10)	3701	SF	\$7.000	\$25,907.000	\$11.000	\$40,711.000	\$13.000	\$48,113.000
10	Construct PCC Driveway on 6" of Ag. Base (SC 6.1.11)	1,805	SF	\$8.500	\$15,342.500	\$6.500	\$11,732.500	\$12.000	\$21,660.000
11	Construct Permanent AC Pavement Patch (4" AC on 6" Agg. Base) (SC 6.1.12)	5365	SF	\$7.000	\$37,555.000	\$5.000	\$26,825.000	\$8.000	\$42,920.000
12	Relocate Existing Street Sign (SC 6.1.13)	5	EA	\$600.000	\$3,000.000	\$550.000	\$2,750.000	\$400.000	\$2,000.000
13	Adjust Utility Boxes to Grade (SC 6.1.14)	5	EA	\$200.000	\$1,000.000	\$500.000	\$2,500.000	\$300.000	\$1,500.000
14	Removal and Restoration of Existing Landscaping (SC 6.1.15)	1	LS	\$14,000.000	\$14,000.000	\$15,000.000	\$15,000.000	\$10,500.000	\$10,500.000
15	Total Base Bid Price (Schedule A)				\$289,000.000		\$292,007.000		\$354,000.000
Total Bid Price written in words? y/n			N		Y		Y		
Bidder Information provided? y/n			Y		Y		Y		
Sub Contractors listed? y/n or none			5%, 1%, OTHER		5%, 1%, OTHER		5%,1%, OTHER		
Bid Document executed? y/n			Y		Y		Y		
END OF DOCUMENT									

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: August 26, 2014

Meeting Date: September 10, 2014

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: Information on the formation of a Carson City Bicycle and Pedestrian Advisory Workgroup.

Staff Summary: Staff has recently formed a Bicycle and Pedestrian Advisory Workgroup comprised of primarily City staff from varying departments. Staff will provide a brief summary of the group and its purpose.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: Staff has recently formed a Bicycle and Pedestrian Advisory Workgroup to address bicycle and pedestrian issues and concerns from perspectives outside of the Public Works Department. Representatives from other City departments that have been invited to participate include Planning, Parks and Recreation, Health and Human Services, and the Sheriff's Office. The Nevada Department of Transportation (NDOT) and Federal Highway Administration (FHWA) have been included to provide input from the State and Federal perspective, and members of Muscle Powered have been invited to represent the interests of local advocates.

The workgroup will meet on an informal basis and is envisioned to meet quarterly. It is anticipated that staff will provide brief updates to the RTC regarding issues or topics that come up during future workgroup meetings. Public Works is generally focused on the engineering side of things as it relates bicycle and pedestrian issues, but does not necessarily have the expertise to address enforcement, education, encouragement and evaluation (collectively referred to as the 5 "E's"), as it pertains to bicycle and pedestrian projects and policies.

The impetus for forming this group arose from the recent submittal of a Bicycle Friendly Community application. If awarded a designation, Carson City will need to demonstrate continued efforts in all aspects of the 5 "E's" and this internal workgroup can help to facilitate those efforts. Additionally, staff views this workgroup as having an opportunity

to contribute to future planning efforts and to help advance the Complete Streets policy that was recently adopted.

Applicable Statute, Code, Policy, Rule or Policy: N/A

Fiscal Impact: N/A

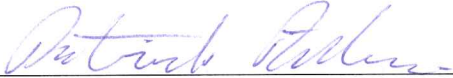
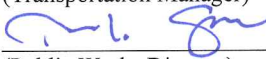
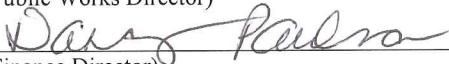

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: N/A

Supporting Material: N/A

Prepared By: Dan Doenges, Senior Transportation Planner

Reviewed By: <u></u>	Date: <u>9/2/14</u>
(Transportation Manager)	
<u></u>	Date: <u>9/2/14</u>
(Public Works Director)	
<u></u>	Date: <u>9/2/14</u>
(Finance Director)	
<u></u>	Date: <u>9/2/14</u>
(District Attorney's Office)	

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: August 26, 2014

Meeting Date: September 10, 2014

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: Information on the expenditure of funds for roadway maintenance.

Staff Summary: Staff will provide a brief explanation of how funds dedicated to roadway maintenance and capital projects are expended.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: There have recently been questions made public as to how funds dedicated to roadway maintenance and improvements are expended. Staff will provide a brief presentation on examples of recent transportation improvement and maintenance projects that have occurred with the use of these funds.

Applicable Statute, Code, Policy, Rule or Policy: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A


Funding Source: N/A

Alternatives: N/A

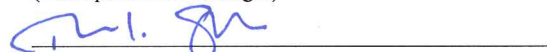
Supporting Material: N/A

Prepared By: Dan Doenges, Senior Transportation Planner


Reviewed By:


(Transportation Manager)


Date: 9/2/14


(Public Works Director)

Date: 9/2/14


(Finance Director)

Date: 9/2/14


(District Attorney's Office)

Date: 9/2/14



**Carson City Regional Transportation Commission
Item for Commission Information**

RTC Meeting Date: September 10, 2014
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: August 28, 2014
Subject Title: Street Operations Activity Report.
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of July 2014**

Pavement Management Program

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	1,302 blocks applied
Street Patching Operation	58 tons of asphalt
Pot Hole Repair’s	3

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Trimming & Pruning Operations	30 tree’s pruned
Tree Removal	1 removed at Spear and Phillips
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	3 tree’s pruned at Fugi Park
Weed Abatement Chemical sprayed	860 Gallons of round up applied

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	32.5
Curb & Gutter Linear Feet	99
Sidewalk & Flat Work Sq/Ft	1,291
Wheel Chair Ramps	0

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work	Repairs to drainage ditches on and around the areas of Center DR, Edmonds DR and Goni RD.
Shoulder Work on Asphalt Roads	Center DR and Edmonds DR
Debris cleaned up	320 yards of debris hauled away from the flood event.

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	90 Yards
Linear feet of pipe hydro flushed	140'
Number of Drainage Inlets Cleaned	62
Total sediment removed from system	138 Yards
Line Locations Performed	259

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	632.9
Yards of Material Picked Up	343.5 Yards
City Parking Lots Swept	3 rd St parking lot, Ross Gold Park

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	23
Bins Hauled for Fire Department	38
Bins Hauled for Sweeping Operation	77
Bins Hauled for Other Operations	4 Metal bins
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	3
Signs Replaced	3
Sign Post Replaced	1
Signs Replaced due to Graffiti Damage	0
Cross Walks Painted	93
Stop Bars Painted	258
Yield Bars Painted	48
Right Arrows Painted	31
Left Arrows Painted	114
Straight Arrows Painted	14
Stop (word)	16
Only (word)	46
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	N/A
Rain Event/Flood Control	Center/Edmonds and Goni flood event
Wind	N/A

Item G-2



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: September 10, 2014
Time Requested: 15 Minutes

To: Regional Transportation Commission
From: Darren Schulz, Public Works Director
Date Prepared: August 27, 2014
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Hells Bells Road Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	Construct curb/gutter and sidewalk along Hells Bells Road including storm drain and fencing. Expand sidewalks and install pedestrian ramps along East Fifth Street.		
Justification:	This project will provided students of Eagle Valley Middle School a safe route to access the school campus as well as implement ADA-compliant infrastructure making the facilities accessible for all users.		
Project Location:	Hells Bells Road and E. Fifth Street from Mexican Ditch Trails to Eagle Valley Middle School.	Project No: 3.1404	
Total Estimated Cost:	\$250,000	Project to Date Cost: \$19,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$250,000	\$0
Status: Under construction.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	East/West Water Transmission Main Phase 2A-1		
Department Responsible:	Public Works		
Project Description:	East/West Water Transmission Main Phase 2A-1 involves construction of approximately 3,762 linear feet of 24 inch diameter water transmission main from the intersection of E. Robinson Street/Saliman Road, then north on Saliman Road to Mills Park, then west through Mills Park to 140 feet west of N. Roop Street.		
Justification:			
Project Location:	Saliman Road through Mills Park to the intersection of Roop Street and Washington Street	Project No: 4.0901	
Total Estimated Cost:	\$2,100,000	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
520	WATER	\$0	\$2,100,000	\$0
Status: Project was awarded on August 7. Currently procuring materials. Construction to start approximately February 2.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	E. Fifth Street Pedestrian Improvements		
Department Responsible:	Public Works		
Project Description:	Replace deteriorated sidewalk and construct ADA improvements.		
Justification:	The project will replace sidewalk that has deteriorated and construct ADA-compliant improvements, thereby removing barriers and enhancing connectivity for a safer and more accessible pedestrian network.		
Project Location:	The south side of East Fifth Street between Roop Street and Saliman Road and southward into the adjacent neighborhood as funds allow.	Project No: 3.1302	
Total Estimated Cost:	\$325,000	Project to Date Cost: \$20,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
275	GRANT FUND	\$0	\$325,000*	\$0
Status: Design is complete and project is will be awarded on September 10. Estimated construction start date is 9/22/2014.				
*The project is 100% reimbursable with Community Development Block Grant (CDBG) funds and Federal Transit Administration (FTA) 5339 funds. CDBG funds will provide the necessary match to FTA funds for zero net cost to the City.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	William Street (Route 50) Path Improvements		
Department Responsible:	Public Works		
Project Description:	The project consists of removing and replacing approximately 1,600 feet of a substandard asphalt concrete path with an elevated 10-ft wide concrete path. The new path would be about 7 to 12 inches above the existing path grade. Other project components include improvements to drainage, raising utility boxes, installing signs and striping and other common improvements related to the project.		
Justification:	This project will replace sections of the existing path that have deteriorated that currently pose barriers to accessibility. The project will also incorporate striping and signage to further demarcate the path from adjacent land uses.		
Project Location:	South side of East William Street between Saliman Road and the Gold Dust West Casino (just west of the freeway)	Project No: 3.1403	
Total Estimated Cost:	\$210,000	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$210,000*	\$0
Status: NDOT issued notice to proceed for design June 11; data collection began on August 18. Design is estimated to start September 2nd.				
* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Western Nevada College Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	The project consists of constructing approximately 3,150 sq.ft. of new sidewalk that is offset from the roadway, providing for a buffer. The new sidewalk would cross two driveways which would be made ADA accessible and crosswalks would be striped at the driveway locations. A crosswalk would also be striped across College Parkway connecting the new sidewalk to an existing sidewalk on the opposite (north) side of the roadway.		
Justification:	This project will improve the safety and connectivity for pedestrians accessing the campus of Western Nevada College (WNC). Completion of the project will also honor an agreement between the City and WNC.		
Project Location:	South side of College Parkway from the west end of the existing sidewalk leading on to the WNC campus	Project No:	
Total Estimated Cost:	\$105,265	Project to Date Cost: \$500	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$105,265*	\$0
Status: NDOT issued notice to proceed for design on June 11. 90% plan/specs submitted on July 9. NDOT is conducting cultural study and has returned comments.				
* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Long Street Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	Construct new ADA-compliant sidewalk.		
Justification:	This project will construct new sidewalk and ADA-compliant improvements, thereby removing barriers and enhancing connectivity for a safer and more accessible pedestrian network.		
Project Location:	Long Street between Stewart Street and Carson Street.	Project No:	
Total Estimated Cost:	\$140,000	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
275	GRANT FUND	\$0	\$0	\$140,000*
Status: Project is currently under design, construction anticipated in spring 2015.				
*The project is 100% reimbursable with Community Development Block Grant (CDBG) funds and Federal Transit Administration (FTA) 5339 funds. CDBG funds will provide the necessary match to FTA funds for zero net cost to the City.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Robinson Street Pavement Rehabilitation and Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	Street paving and replacement of existing sidewalk with ADA-compliant sidewalks.		
Justification:	Pavement is in need of rehabilitation and the existing sidewalk is not ADA-compliant.		
Project Location:	Robinson Street between Carson Street and Fall Street.	Project No:	
Total Estimated Cost:	\$136,000	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$0	\$136,000*
Status: Staff is in discussion with affected property owners to determine funding options.				
*Will be implemented as two separate projects: 1) ADA sidewalk improvements and 2) roadway rehabilitation.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Slurry Seal Program		
Department Responsible:	Public Works		
Project Description:	The work consists of notification to residents, asphalt crack preparation, furnishing and placing asphalt crack seal material, furnishing and placing emulsion with aggregate (slurry seal/chip seal), layout and painting of traffic striping and symbols, and traffic control.		
Justification:	Slurry seal maintenance extends pavement life. Although the serviceability of an untreated asphalt pavement may be adequate for some time, pavement deterioration continues.		
Project Location:	Citywide	Project No: 3.0804	
Total Estimated Cost:	\$700,000 (annually)	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
256	STREETS MAINTENANCE	\$0	\$686,007	\$1,006,000
Status: Expect to award contract for FY 2014-15 on August 13.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Traffic Line Markings (Long Line)		
Department Responsible:	Public Works		
Project Description:	Paint traffic line markings.		
Justification:	Safety of motoring/cycling public.		
Project Location:	Citywide	Project No: 3.0805	
Total Estimated Cost:	\$120,000 (annually)	Project to Date Cost: \$0.00	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
256	STREETS MAINTENANCE	\$96,907	\$119,760	\$173,000
Status: Expect to award contract for FY 2014-15 on August 13.				