NOTICE OF PUBLIC MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION WEDNESDAY, OCTOBER 8, 2014 3:30 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 October 6, 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 August 13, 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 For Possible Action: To recommend to the Board of Supervisors acceptance of the conceptual design of the Refresh Carson downtown plan for Carson Street between William and Fifth Streets to allow staff to continue to develop more detailed design elements of the plan.

Staff Summary: City staff recently held two open house presentations for the design of the Refresh Carson downtown plan and received much public comment. Staff is seeking RTC recommendation to the Board of Supervisors to accept the conceptual plan and to approve continued work on refining the design details of the plan.

F-2 Information on changes to a pedestrian crossing at Carson Street and Spear Street.

Staff Summary: Due to safety concerns, Public Works staff will be removing a marked pedestrian crossing on Carson Street at the intersection with Spear Street.

F-3 For Possible Action: To determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-065, "Nye Lane Pedestrian Improvements" for a bid amount of \$92,086.15, plus a contingency amount of \$9,208.00, for a total not to exceed price of \$101,294.15 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 Nye Lane Pedestrian Improvements Project. Project consists of removal and replacement of curb and gutter, driveway, and sidewalk, as well as construction of pedestrian ramps, asphalt patching, and utility adjustments. The project includes all common phases of construction customarily associated with this type of project.

F-4 For Possible Action: To approve proposed revisions to the snow removal map.

Staff Summary: Changes are proposed to the Carson City snow removal map to improve the efficiency of snow removal operations.

- G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items)
 - **G-1** Street Operations Report August 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, November 12, 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, October 2, 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

DRAFT MINUTES

Regular Meeting

Carson City Regional Transportation Commission Wednesday, August 13, 2014 ● 5:00 PM

Community Center Sierra Room, 851 East William Street, Carson City, Nevada

Board Members:

Chair - John McKenna

Vice Chair – Jim Smolenski

Commissioner – Brad Bonkowski

Commissioner - Mark Kimbrough

Commissioner - Robert McQueary

Staff:

Patrick Pittenger, Transportation Manager Graham Dollarhide, Transit Coordinator Joseph Ward, Senior Deputy District Attorney Tamar Warren, Deputy Clerk/Recording Secretary

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

A. CALL TO ORDER AND DETERMINATION OF QUORUM (5:00:18) – A quorum was present.

Attendee Name	Status	Arrived
Chairperson John McKenna	Present	
Vice Chairperson Jim Smolenski	Present	
Commissioner Brad Bonkowski	Absent	
Commissioner Mark Kimbrough	Present	
Commissioner Robert McQueary	Absent	

B. PUBLIC COMMENT

The following public comment is a carryover from the August 13, 2014 Carson Area Metropolitan Planning Organization meeting, per Chairperson McKenna's request.

Chrissy Auman requested a lit signal or an additional alert mechanism at the crosswalk between the Carson Nugget Casino and the Horseshoe Club Casino. She explained that her father was the pedestrian that had been injured as a result of an accident in the crosswalk, and he had asked her to attend this meeting.

C. For Possible Action: APPROVAL OF MINUTES

C-1 For Possible Action: ACTION TO APPROVE THE MINUTES OF THE JUNE 11, 2014 MEETING.

(5:01:16) – Chairperson McKenna explained that three present Commissioners would comprise a quorum. He also clarified that three votes were required to pass a motion. Vice Chair Smolenski indicated that he was not present on June 11, 2014; therefore, he would abstain from voting on the minutes. Commissioner Kimbrough noted that he had had a conversation with the Attorney General and was informed that absent Commissioners could vote on minutes. Mr. Ward agreed as well. Chairperson McKenna instructed Mr. Pittenger to add an Open Meeting Law discussion to a future agenda to understand abstentions.

(5:03:20) – MOTION: I move to approve the minutes of the RTC meeting of June 11, 2014.

RESULT: APPROVED (3-0-0)

MOVER: Smolenski SECONDER: Kimbrough

AYES: McKenna, Smolenski, Kimbrough

NAYS: None ABSTENTIONS: None

ABSENT: Bonkowski, McQueary

- **D. AGENDA MANAGEMENT NOTICE** (5:04:03) None.
- **E. DISCLOSURES** (5:04:17) None.

(5:04:36) – At Chairperson McKenna's request, Mr. Pittenger introduced the newest RTC Commissioner, Mark Kimbrough and cited many of his accomplishments.

F. PUBLIC HEARING ITEMS

F1 FOR POSSIBLE ACTION: TO DETERMINE THAT INTERMOUNTAIN SLURRY SEAL, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO N.R.S. CHAPTER 338 AND TO AWARD CONTRACT NO. 1314-213, "2014 LONG LINE STRIPING PROGRAM" FOR A BID AMOUNT OF \$156,569.30, PLUS A CONTINGENCY AMOUNT OF \$15,656.93, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$172,226.23 TO BE FUNDED FROM THE STREET MAINTENANCE FUND, LONG LINE STRIPING AND STREET REPAIR ACCOUNTS AS PROVIDED IN FY 2014/2015 BUDGET.

(5:05:04) – Mr. Pittenger presented the agenda materials which are incorporated into the record, and noted that both this agenda item and item F2 are closely coordinated.

(5:07:58) – Commissioner Kimbrough was informed that 10 percent was a "normal contingency" fee.

(5:08:10) – At Chairperson McKenna's request, Mr. Pittenger clarified that the Streets Fund was comprised of fuel and sales tax revenues. He added that they had a higher fund balance than anticipated by RTC, thus were able to fund the overage. Mr. Pittenger also noted that the project must be done quickly, would take place at night to take advantage of suitable temperatures, and would include all the City's streets.

(5:10:39) – Chairperson McKenna inquired about receiving a single bid, and Mr. Pittenger did not wish to speculate why that was; however, he noted that the City was familiar with the company's work, adding that the project was advertised appropriately, and that all procedures were followed.

PUBLIC COMMENTS (5:11:40) – None.

(5:11:54) – MOTION: I move to determine that Intermountain Slurry Seal, Inc. is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 and to award Contract Number 1314-213, "2014 Long Line Striping Program" for a bid amount of \$156,569.30, plus a contingency amount of \$15,656.93, for a total not-to-exceed amount of \$172,226.23, to be funded from the Street Maintenance Fund, Long Line Striping and Street Repairs accounts as provided in FY 2014/2015 budget.

RESULT: APPROVED (3-0-0)

MOVER: Smolenski SECONDER: Kimbrough

AYES: McKenna, Smolenski, Kimbrough

NAYS: None ABSTENTIONS: None

ABSENT: Bonkowski, McQueary

F2 FOR POSSIBLE ACTION: TO DETERMINE THAT SIERRA NEVADA CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO N.R.S. CHAPTER 338 AND TO AWARD CONTRACT NO. 1314-214, "2014 STREET MAINTENANCE PROJECT" FOR A BID AMOUNT OF \$914,007, PLUS A CONTINGENCY AMOUNT OF \$91,400, FOR A TOTAL NOT TO EXCEED PRICE OF \$1,005,407 TO BE FUNDED FROM THE STREET MAINTENANCE FUND, STREET REPAIRS ACCOUNT AS PROVIDED IN FY 2014/2015 BUDGET.

(5:13:08) – Mr. Pittenger presented the agenda materials, which are incorporated into the record. He also confirmed the location as the central-eastern portion of the City, in addition to East Fifth Street, around Eagle Valley Middle School, adding that the project will be done while school is in session, so they will be "sensitive to that". Mr. Pittenger explained that traffic control costs were included in the bid. He advised the public not to drive on the roads after being slurry sealed and to be accepting of the delays.

(5:16:38) – Chairperson McKenna stated that a sign had been posted on the corner of Carson River Road and Fifth Street notifying the public of upcoming construction. Mr. Pittenger noted that the afore-mentioned project was a separate one; however, coordination between projects would occur.

(5:17:28) – Chairperson McKenna observed significant differences between the bid amounts.

PUBLIC COMMENTS (5:18:56) – None.

(5:19:10) – MOTION: I move to determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to NRS chapter 338, and to award Contract Number 1314-214, "2014 Street Maintenance Project" for a bid amount of \$914,007, plus a contingency amount of \$91,400, for a total not to exceed amount of \$1,005,407 to be funded from the Street Maintenance Fund, Street Repairs account as provided in FY 2014/2015 budget.

RESULT: APPROVED (3-0-0)

MOVER: McKenna SECONDER: Smolenski

AYES: McKenna, Smolenski, Kimbrough

NAYS: None ABSTENTIONS: None

ABSENT: Bonkowski, McQueary

F-3 FOR POSSIBLE ACTION: TO ADOPT A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A FEDERAL TRANSIT ADMINISTRATION/NEVADA DEPARTMENT OF TRANSPORTATION GRANT UNDER 49 USC CHAPTER 53, AND TO AUTHORIZE THE RTC CHAIR TO SIGN THE SPECIAL SECTION 13(C) WARRANTY OPINION OF COUNSEL AND THE FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES SECTIONS OF THE RTC APPLICATION FOR 5310 FUNDS.

(5:20:15) – Mr. Pittenger presented the agenda materials, which are incorporated into the record.

(5:21:10) – Vice Chairperson Smolenski was informed that this item could have been addressed the previous month with the assumption that CAMPO would award funds to the Carson City RTC; however, the option of first obtaining approval by CAMPO was selected.

There were no public comments.

(5:11:54) – MOTION: I move to adopt a Resolution authorizing the filing of an application for a Federal Transit Administration /Nevada Department of Transportation grant under 49 USC Chapter 53, and to authorize the RTC Chair to sign the Special Section 13(c) Warranty Opinion of Counsel and the FTA Fiscal Year 2014 Certifications and Assurances section of the RTC application for 5130 funds.

(5:22:29) – Discussion ensued regarding acronyms and Chairperson McKenna clarified them.

RESULT: APPROVED (3-0-0)

MOVER: Kimbrough SECONDER: Smolenski

AYES: McKenna, Smolenski, Kimbrough

NAYS: None ABSTENTIONS: None

ABSENT: Bonkowski, McQueary

F-4 FOR POSSIBLE ACTION: TO APPOINT A MEMBER OF THE REGIONAL TRANSPORTATION COMMISSION (RTC) TO SERVE ON THE TAHOE TRANSPORTATION DISTRICT (TTD) BOARD OF DIRECTORS AS AN ALTERNATE TO THE CHAIR.

(5:23:55) – Mr. Pittenger gave background and presented the agenda materials which are incorporated into the record. He also suggested that Commissioner Kimbrough be nominated as an alternate for Chairperson McKenna because of his previous experience. Commissioner Kimbrough noted that he would be amenable to serving as an alternate.

(5:30:06) – MOTION: I move to appoint Mark Kimbrough of the Regional Transportation Committee to serve on the Tahoe Transportation Service District Board of Directors as an alternate to the Chair.

RESULT: APPROVED (3-0-0)

MOVER: McKenna SECONDER: Smolenski

AYES: McKenna, Smolenski, Kimbrough

NAYS: None ABSTENTIONS: None

ABSENT: Bonkowski. McOuearv

- F-5 FOR POSSIBLE ACTION: TO APPROVE OF AN EXPANSION TO THE JUMP AROUND CARSON (JAC) TRANSIT SYSTEM BY PROVIDING SERVICE IN THE EVENING HOURS AND REQUEST THE CARSON CITY BOARD OF SUPERVISORS TO AUTHORIZE ADDITIONAL FUNDING TO THE TRANSIT FUND TO SUPPORT THIS SERVICE.
- (5:30:41) Mr. Pittenger presented the agenda materials, incorporated into the record.
- (5:40:55) Commissioner Kimbrough suggested that Western Nevada College promote the service.
- (5:42:52) Discussion ensued regarding Federal grants and Mr. Pittenger noted that the City had three years to spend the \$900,000.
- (5:48:20) Vice Chairperson Smolenski received confirmation that all services would be extended for an additional hour, and that service for the disabled would be provided every day.

PUBLIC COMMENTS (5:49:20) – None.

(5:49:28) – MOTION: I move to approve an expansion to the Jump Around Carson (JAC) transit system by providing service in the evening hours and request the Carson City Board of Supervisors (BOS) to authorize additional funding to the transit fund to support this service.

(5:50:00) – Chairperson McKenna noted that this item was brought to the Committee last month by a diverse group of people.

RESULT: APPROVED (3-0-0)

MOVER: Kimbrough SECONDER: Smolenski

AYES: McKenna, Smolenski, Kimbrough

NAYS: None ABSTENTIONS: None

ABSENT: Bonkowski, McQueary

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

(5:50:10) – Chairperson McKenna requested a report on the Nevada Sesquicentennial Fair.

G-1: STREET OPERATIONS REPORT – JUNE 2014./G-2: PROJECT STATUS REPORT. / G-3: FUTURE AGENDA ITEMS.

(5:50:29) – Mr. Pittenger stated that seal was applied around town to 1,366 blocks, as a precursor to the upcoming slurry program.

(5:50:51) – Mr. Pittenger reported that they had done "a lot of bussing" during the Fair, and that it had gone "quite well". He acknowledged Casino Fandango for providing parking and noted that JAC Route 3 was augmented by additional vehicles thus providing transportation for over 9,000 people during the five-day Fair. Mr. Pittenger also noted that a rented Amador Stage Lines vehicle had transported over 3,000 people during the five nights.

(5:42:38) – In response to a question, Mr. Pittenger clarified that the Fair fund had funded the Amador Stage Lines vehicle and the JAC service was funded by transit funds; however, after applying federal funds, the local share would be in the \$5,000 to \$6,000 range, including the fuel cost.

(5:53:42) – Mr. Pittenger announced that the Vista Grande project was complete from a transportation perspective. He also noted that the east-west water transmission main contract was awarded by the BOS, adding that the project will have an impact on transportation, and that it was published in the Nevada Appeal. Mr. Pittenger updated the Commission on the East Fifth Street Pedestrian Improvement Project as well, stating that the project would be awarded in September. He also added that with the extension of the federal funding, they were officially notified of a \$650,000 Transportation Alternative Program (TAP) allocation to extend the multiuse path along the freeway and for Safe Route to School projects.

(5:57:10) – Chairperson McKenna requested the addition of the pedestrian improvement request [via public comment during the CAMPO meeting] to the September meeting agenda, in addition to agendizing Clear Creek for the September or October meetings. Mr. Pittenger stated that a CDBG funded project on Nye Lane and the one-eighth cent tax increase-funded projects would also be reviewed by RTC in the future. Commissioner Kimbrough requested a budget report to address the recent floods. Vice Chairperson Smolenski inquired about the micro-surfacing on Fifth Street that had not been completed and was informed that the undone project amount was removed from the current award to the same contractor. Mr. Pittenger also reported on speed limit changes on several streets.

- H. COMMISSION COMMENTS None.
- **I. PUBLIC COMMENT** None.
- J. FOR POSSIBLE ACTION: ADJOURNMENT

(6:04:06) – MOTION: Commissioner Kimbrough moved to adjourn. The meeting was adjourned at 6:04 p.m.

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	JOHN MCKENNA, Chair		
	JOHN MCKENNA, Chair		

Draft Minutes Carson City Regional Transportation Commission August 13, 2014

CARSON CITY REGIONAL TRANSPORTATION COMMISSION REQUEST FOR COMMISSION ACTION

Date Submitted: September 24, 2014 Meeting Date: October 8, 2014

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To recommend to the Board of Supervisors acceptance of the conceptual design of the Refresh Carson downtown plan for Carson Street between William and Fifth Streets to allow staff to continue to develop more detailed design elements of the plan.

Staff Summary: City staff recently held two open house presentations for the design of the Refresh Carson downtown plan and received much public comment. Staff is seeking RTC recommendation to the Board of Supervisors to accept the conceptual plan and to approve continued work on refining the design details of the plan.

Type of Action Requested: (check one
(🗌) None – Information Only
(⊠) Formal Action/Motion

Recommended Commission Action: I move to recommend to the Board of Supervisors acceptance of the conceptual design of the Refresh Carson downtown plan along Carson Street between William and Fifth Streets to allow staff to continue to develop more detailed design elements of the plan.

Explanation for Recommended Action: City staff recently held two open house presentations for the preliminary design of the Refresh Carson downtown plan and much public comment was received. Staff is seeking a recommendation from the RTC to the Board of Supervisors to proceed with the plan and a similar recommendation has been sought from the Redevelopment Authority Citizens Committee.

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: Memo from Community Development Director

Prepared By: Dan Doenges, Senior Transportation Planner

Reviewed By:	(Transportation Manager)	teer	Date: 9/3	9/14
	(Public Works Director) (Finance Director) (District Attorney's Office)	t and	Date: 9	29/14
Commission	Action Taken:			
Motion:	Sent mod bill Allah	_ 1) 2)		Aye/Nay
				-



Community Development Department

108 E. Proctor Street Carson City, Nevada 89701 (775) 887-2180 – Hearing Impaired: 711

MEMORANDUM

Redevelopment Authority Citizens Committee meeting of October 6, 2014 Regional Transportation Commission meeting of October 8, 2014

TO: Redevelopment Authority Citizens Committee and

Regional Transportation Commission

FROM: Lee Plemel, Community Development Director

Patrick Pittenger, Transportation Manager

DATE: September 30, 2014

SUBJECT: Action to recommend to the Board of Supervisors acceptance of the conceptual

design of the Refresh Carson downtown plan for Carson Street between William and Fifth Streets to allow staff to continue to develop more detailed design

elements of the plan.

The purpose of this item is to provide a recommendation to the Board of Supervisors regarding the conceptual design for proposed Carson Street improvements through the downtown area from Fifth Street to William Street. The recommendations from the Redevelopment Authority Citizens Committee (RACC) and Regional Transportation Commission (RTC) will be forwarded to the Board of Supervisors in November (tentatively November 6, 2014), at which time the Board will approve a design concept with which staff can proceed with more detailed project design. The purpose of the conceptual design approval is to establish the basic street alignment—including lane configuration, bike lanes, and parking—before moving on to more detailed design elements.

The Board of Supervisors approved a Plan of Expenditure on April 17, 2014, and implemented a one-eighth percent sales tax on May 1, 2014, to fund the projects within the Plan. The sales tax proceeds may only be used on projects within the Plan. The Board of Supervisors approved a tentative project schedule on May 15, 2014, which outlined the planning, design, and construction schedule for the Downtown Carson Street project along with the other projects in the Plan.

Following is the Downtown Carson Street project description from the adopted Plan of Expenditure:

Downtown Carson Street

The downtown corridor segment would be developed generally in accordance with the Downtown Envision Plan prepared in 2006 and extend along the corridor from Fifth Street to William Street, which could include reducing Carson Street to

one through lane in each direction, adding bikes lanes, and adding a turn lane at intersections. The parallel parking originally proposed would be significantly reduced in scope and generally limited to handicap parking and loading, which would reduce traffic conflicts and allow for better traffic flow. As a result, wider sidewalks would be constructed allowing business access to the area for outside seating for cafes, displays, and public events. Another component of the downtown project would include improvements to Curry Street from Musser to Washington and include improved parking, improved pedestrian access, street furniture such as benches, themed lighting, and directional signage.

City staff conducted a public open house on September 16 to present the design concepts, answer public questions regarding the project, and solicit public comments. Written comments will be forwarded to the Board of Supervisors in November.

Attached are the graphics showing the conceptual design. The graphics focus on the core area between Musser and Telegraph Streets to show the general concepts that will be applied from Fifth Street to William Street. The design concept would continue to the south of Musser Street on the west side of Carson Street and transition back to five lanes (four lanes plus turn lane) south of Fifth Street. New sidewalk improvements are not anticipated on the east side of Carson Street in front of the Capitol Building and Legislative Building, though City staff will work with the applicable State agencies to develop a plan for improvements in front of the Capital grounds.

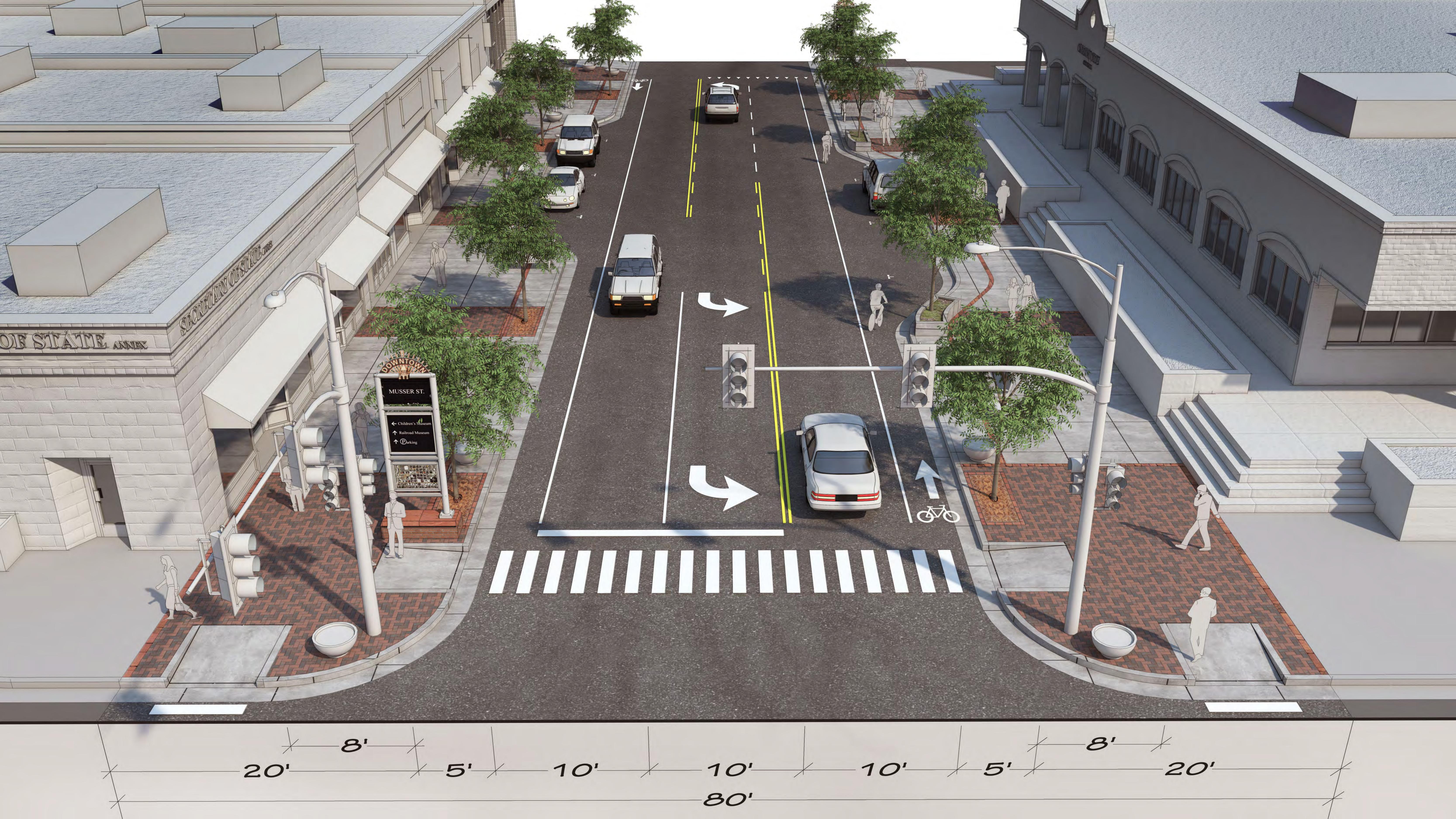
The proposed three lane concept would continue north of Telegraph Street to Washington Street. Carson Street would transition from three lanes back to five lanes between Washington Street and William Street. Details of these designs will be worked out in the next phase of design.

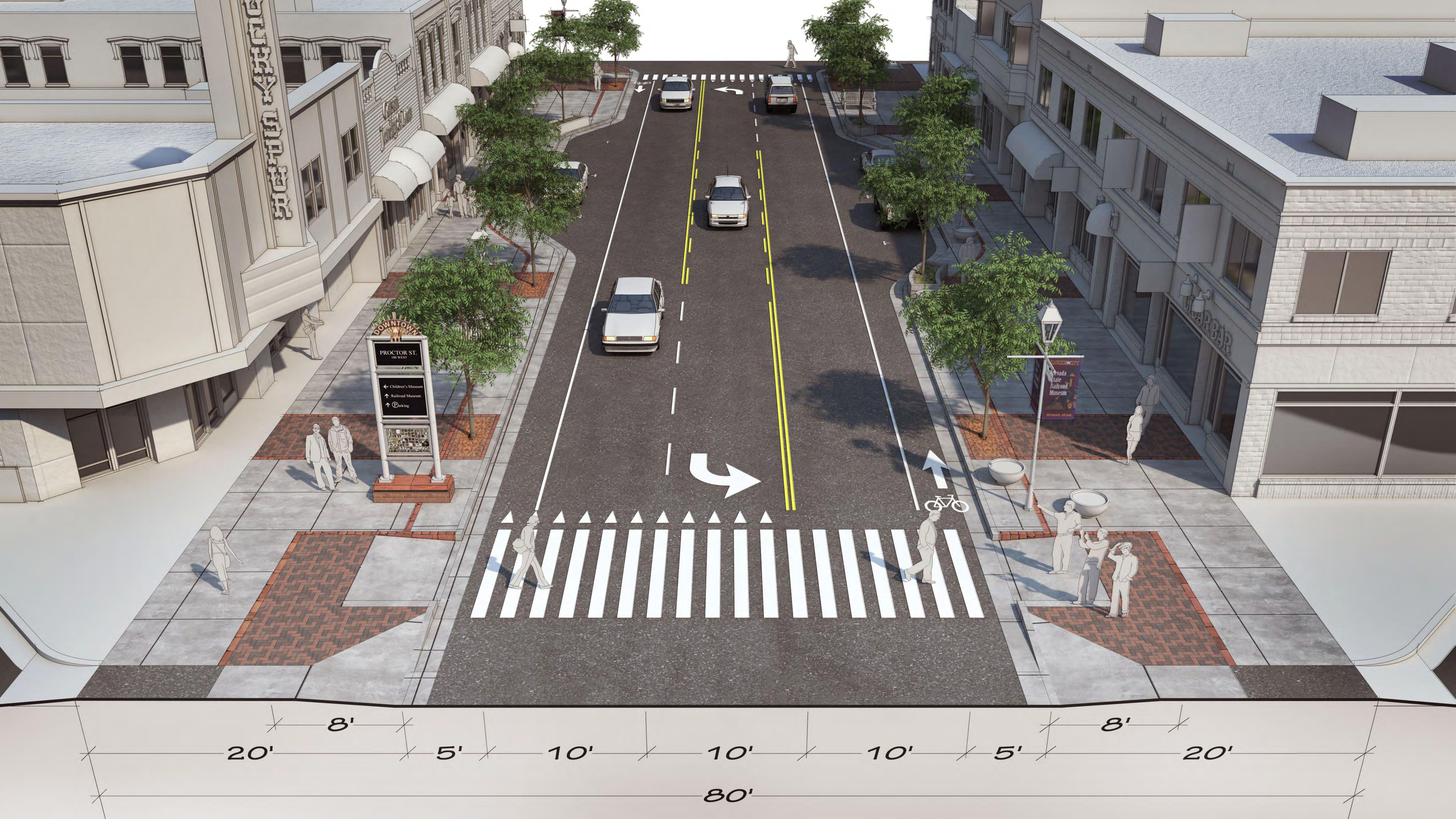
Staff is seeking recommendations from the RACC and RTC to the Board of Supervisors regarding the general design concept. The public may also make public comment at the meeting and are encouraged to submit written comments to be included in the recommendations to the Board of Supervisors. Written public comments may be submitted to the Transportation Division or Planning Division, or emailed to planning@carson.org.

If you have questions regarding the conceptual designs, you can contact Lee Plemel in the Community Development Department at 283-7075 or lplemel@carson.org, or contact Patrick Pittenger in the Transportation Division at 283-7396.

Attachments:

- 1) Conceptual downtown graphics
- 2) Frequently Asked Questions
- 3) Downtown project schedule

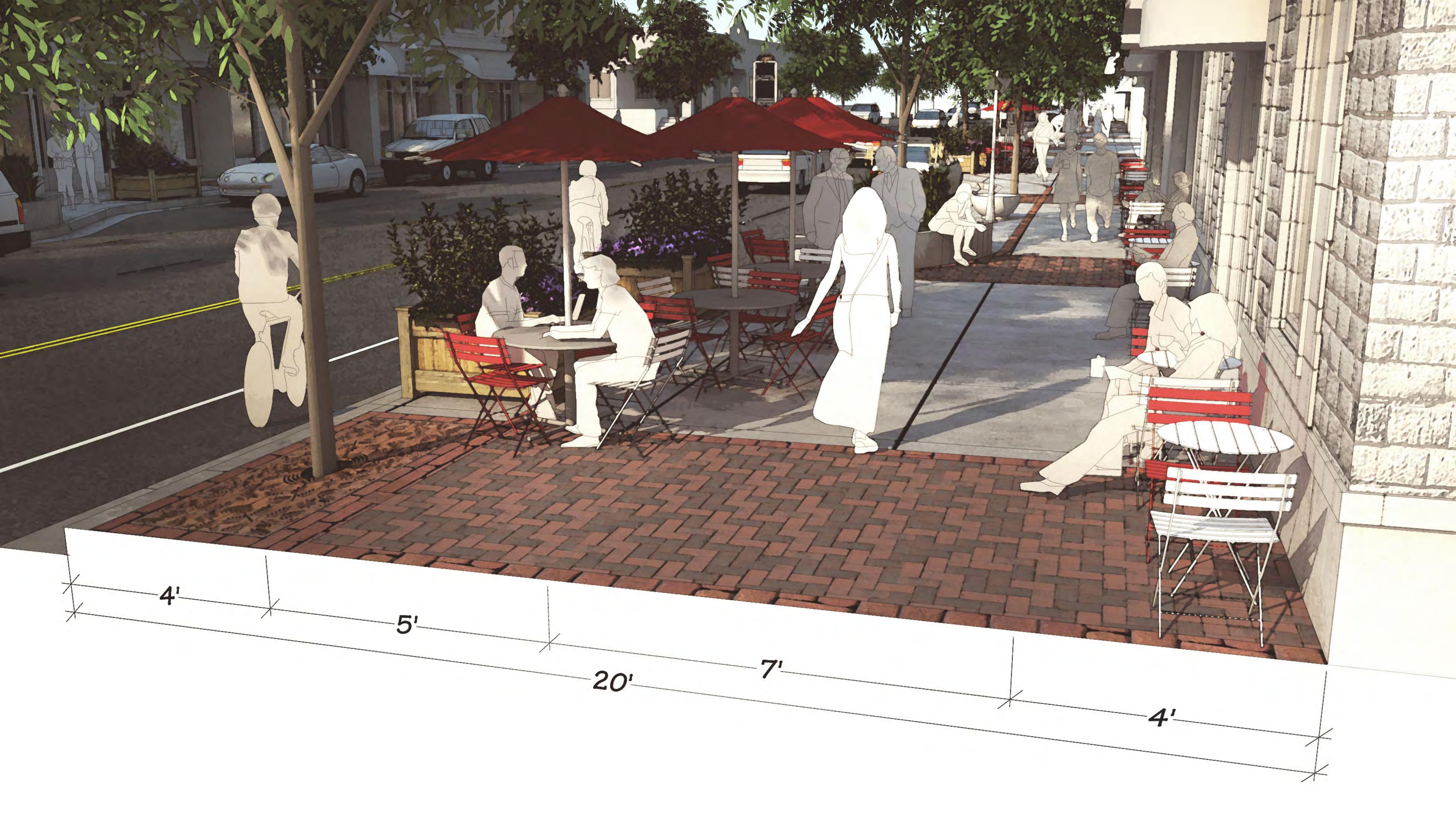


















Downtown Carson Street Project Frequently Asked Questions

1. What are the limits of the Downtown Carson Street project area?

The project includes improvements to Carson Street from Fifth Street to William Street. The conceptual plan is to have three lanes (one lane each direction plus center turn lane) between Musser Street and Washington Street, transitioning back to five lanes between Washington Street and William Street. Between Musser Street and Fifth Street, improvements on the west side of the street will be consistent with the downtown core area, with two north-bound travel lanes remaining as is in front of the State Capital and Legislative grounds.

2. Has there been an analysis of the anticipated impact that the redesigned Carson Street will have on traffic around Carson City?

Yes, multiple analyses were conducted over the past several years (2007, 2012, 2013) as it relates to the project. Analyses were conducted for existing (base year) traffic conditions as well as forecast years 2020 and 2035 with projected growth. All of the analyses indicated that a redesigned Carson Street could function well at today's traffic volumes and in future conditions.

3. Won't a reduction in through lanes on Carson Street cause traffic volumes to exceed available capacity?

No, current traffic volumes on Carson Street are at historically low levels not seen since the early 1970's. Traffic volumes are now less than half of what they were in the early 2000's. Much of the traffic has already been diverted to the Carson City Freeway as evidenced by a decrease in traffic on Carson Street and an increase in traffic on the freeway over the past several years.

4. Doesn't the freeway need to be completed before the Carson Street project is built?

No, the traffic analyses that have been conducted, in conjunction with the declining traffic volumes over the past few years, indicate that the project could be implemented today without any significant adverse effects to the traffic flow through downtown. However, it is expected that the freeway will be completed within approximately a year of the Carson Street project.

5. What if Carson City experiences significant growth in the coming years, won't the additional traffic cause congestion downtown?

No, the City has made substantial improvements on many parallel facilities to Carson Street including Stewart Street and Roop Street as well as Curry Street further south. These roadways have ample capacity to absorb potential growth in north-south traffic and will have reduced traffic levels upon freeway completion. Additionally, any growth will be incremental and changes to traffic patterns as a result of the Carson Street project will be well established by that time.

6. Will there be bike lanes on Carson Street?

Yes, bike lanes are included throughout the entire Carson Street design on both sides of the street from Fifth Street to William Street. This provides extra maneuvering space and buffers for cars and pedestrians in addition to providing dedicated lanes for bikes.

7. Will traffic be diverted to west side streets like Division Street?

Yes, but the diversion is expected to be minimal, resulting in approximately a 10 percent increase to existing traffic on Division Street and well within capacity levels of the parallel streets.

8. What will the speed be on Carson Street?

The speeds of vehicles on Carson Street are expected to decrease, though the posted speed limit is expected to remain at 25 MPH. The decrease is expected with the design and the reduction of lanes. This is desirable from a safety perspective and also for encouraging a business-friendly environment. It has a minimal impact on the overall vehicle travel time through the downtown.

9. With wider sidewalks as part of the design, will there be parking on downtown Carson Street?

Yes, the design provides for pockets of parallel parking throughout downtown Carson Street in addition to the parking that is available now on most of the east-west intersecting streets. The additional parking is being designed to provide sufficient space for large vehicles with easy access and could also be used to accommodate potential JAC transit service or deliveries.

10. How will the Carson Street design impact the traffic signals?

The signal timing and coordination between traffic signals on Carson Street is expected to improve. There is already significantly less traffic on Carson Street than in previous years and the new design provides for shorter pedestrian crossing distances, reducing the amount of time necessary for pedestrians to safely cross the street.

11. Will Regional Transportation Commission (RTC) funds be used to finance the project?

No, the project will be financed with a combination of revenues from the recently approved oneeighth-percent sales tax and utility funds.

12. What will be achieved with the redesign of Carson Street from a transportation perspective?

The Carson Street project will provide for a much safer and accessible environment for pedestrians and bicyclists with wider sidewalks, a decrease in street crossing distance, and dedicated bike lanes. It will transform Carson Street into a truly multi-modal facility with the inclusion of the bike lanes and the potential to accommodate transit service in the future. Operationally, traffic will flow more efficiently under the improved design with recalibrated signal timing and coordination to better reflect the scale and traffic patterns of the roadway.

13. Will turn lanes be provided at every cross street?

Yes, a left-turn lane will be provided at every cross street, and right turns may be made freely at every cross street. Dedicated right turn lanes will be provided at the north and south ends of the project where the street transitions from four to two lanes.

14. Do the medians and mature trees in the medians have to be removed for the Carson Street project?

There are several reasons to remove the medians as part of the Carson Street reconstruction:

- The medians currently provide the majority of landscape space on Carson Street north of Musser Street. With the wider sidewalks, the trees will be removed from the center medians where they only shade cars—and replaced with trees in the sidewalks on both sides of the street where they will shade pedestrians.
- With the reduction in travel lanes from four to two, the medians pose a barrier to emergency services vehicles as they travel down Carson Street as vehicles pull over or in the event of a traffic accident. The continuous turn lane down the center of the street allows emergency vehicles to move freely down the street, or allows other vehicles to continue in the event of an accident or vehicle breakdown in the travel lane. The City's emergency services departments support the concept with the continuous turn lane down the center of Carson Street.
- The addition of medians to the current design would reduce the sidewalk widths by the corresponding width of the median, reducing the ability to place amenities within the sidewalk area. Trees need an adequate planter width to grow properly, and most of the current medians do not provide that area.
- The existing trees in the medians are near the end of their expected life span for urban street trees in their environment in the center medians. Urban trees in such environments typically do not reach full maturity and have a limited lifespan.
- The medians and landscaping will need to be torn out whenever water and sewer line replacements occur within Carson Street, which could be at any time due to line breakage regardless of any improvements to Carson Street. The water and sewer lines in Carson Street are more than 50 years old and are overdue for replacement as part of regular system maintenance.
- Any rebuilding of Carson Street, regardless of lane and sidewalk configuration, will require the
 medians and landscaping to be removed. While they could be rebuilt in such a scenario, the
 grades of the street will need to be modified whenever the street is rebuilt due to decades of
 pavement buildup. The removal of the medians during construction will also provide additional
 roadway space allowing for Carson Street to remain open during construction, which will allow
 continued business access during construction.

15. How are pedestrian and vehicle safety issues being addressed?

The three lane design greatly improves pedestrian safety in the downtown area. To cross the street, a pedestrian currently has to cross a distance of approximately 65 feet and would only have to cross a distance of 40 feet in the proposed plan. The reduced number of travel lanes also makes crossing much safer for pedestrians. The shorter crossing distance—therefore shorter pedestrian crossing time—also allows more flexibility in the timing of light signals to accommodate vehicular

traffic going both north-south and east-west. The proposed design will have minimal impact on vehicular safety.

16. What are the economic benefits of the project?

Similar projects to reduce vehicle travel lanes and widen sidewalks in downtown areas have occurred throughout the country over the last decade in communities of varying sizes and continue to be implemented and expanded. Though economists cannot predict specific impacts on any given project, such projects have been documented to result in economic benefits in many communities, including decreased commercial vacancy rates, increased retail sales revenues, increased tourism, increased property values, and the public investment has led to private investment well beyond the public investment. Studies have shown that business generally benefit from such improvements with two exceptions: gas stations and fast food restaurants, for which sales are correlated with traffic volumes. However, traffic volumes on Carson Street have already gone down significantly and will continue to go down once the freeway is completed regardless of any improvements made or not made to Carson Street. The purpose of the proposed improvements is to create a destination to attract potential customers to businesses.

17. Will the proposed improvements cost the City more to maintain than existing improvements?

Long-term maintenance of the vehicle travel lanes would be reduced due to the reduction in travel lanes. Regular maintenance of the additional sidewalk area, e.g. sidewalk cleaning and landscape maintenance, will increase. The Board of Supervisors has indicated that they expect downtown property owners who will benefit from the improvements to help pay for the maintenance of the improvements so the general Carson City taxpayer does not have to pay any increased maintenance costs. Once a general project concept is approved, more detailed design work will begin to develop maintenance cost estimates. The City will then work with the property owners to develop a maintenance plan that they agree to, possibly through a Commercial Area Vitalization District that assesses the property owners for the costs. How maintenance costs are going to be paid must be worked out before the project is approved by the Board of Supervisors.

18. Will the State pay their fair share of the sidewalk and landscaping maintenance costs?

Approximately 30 percent of the Carson Street frontage between Fifth Street and William Street is abutting State property. The conceptual plan does not include additional sidewalk improvements in front of the Capital and Legislative grounds, but the City will work with the State to determine appropriate improvements in front of State properties. The City cannot assess the State for any maintenance. However, the State has always provided a high level of maintenance for landscaping and sidewalks in front of their properties and it is expected that will continue. Private property owners will not be expected to pay for the State's or City's share of improvements.

19. What sidewalk furnishings are included in the plan? Will art be included?

Street trees are included in the plan along the length of the corridor. The number of furnishings that can be provided with the project depends on more detailed design considerations to stay within the allotted budget, but it is generally expected that benches and/or planter walls for sitting will be part

of the amenities, along with lighting. No art is included in the plan, though the design will provide space for future art as funding is raised through various arts organizations.

20. How much will the project cost Carson City residents?

The Carson Street improvements are to be paid with the one-eighth-percent sales tax adopted in April 2014. The one-eighth-percent sales tax costs a household \$12.50 for every \$10,000 in taxable purchases. It is estimated that approximately 40 percent of all sales tax revenues is paid by non-Carson City residents. Water and sewer lines in Carson Street—which are more than 50 years old and overdue for replacement—will be replaced using Utility funds that are budgeted for such projects.

21. Are improvements to Curry Street in the downtown area being proposed?

Yes, pedestrian improvements on Curry Street will follow completion of the Carson Street improvements so that construction is not occurring on both streets at the same time. The Curry Street project will be smaller in scope than the Carson Street project, and a separate design process will occur after the Carson Street project is completed.

22. Why is the City only improving the downtown area when other commercial areas could use improvements, as well?

Plans for commercial corridor improvements include the entire length of Carson Street from the north end at the freeway to Spooner Junction at the south, as well as William Street and Highway 50 East from Carson Street to Deer Run Road. The downtown project is just the first of several corridor improvement projects. The downtown project will include the most "intensive" reconstruction and improvements. Other corridor improvements will be broken into specific project segments and will generally include sidewalk connections, bike lanes, and landscaping. The remainder of the corridor improvements will be phased over several years.

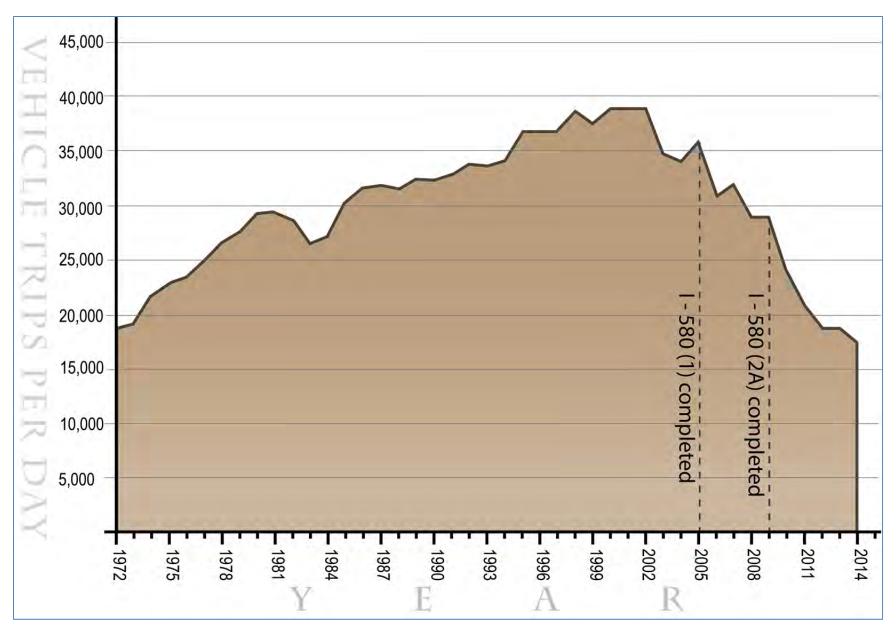
23. Will the public have any other opportunities to provide input on the design?

Yes, this phase of conceptual planning is just the beginning of the design process on which the City will be seeking input. Once a conceptual design is approved, more detailed design will begin. This will include looking at sidewalk paving treatments, tree placement, parking placement, and other specific design elements. City staff will work with individual property owners and businesses to identify specific needs on a block-by-block basis. Plans will also be brought to various public forums throughout the design process.

24. What is the benefit of having parking on Carson Street?

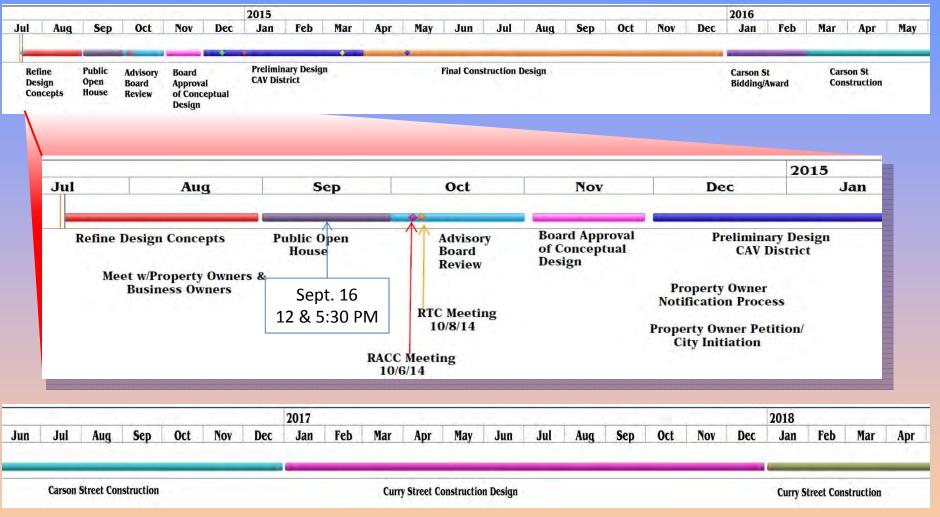
Parking in a downtown area not only provides additional parking spaces for potential customers, it helps show visitors that there is activity in the area and this is an area where they might want to stop and check things out. The parking spaces can also be used for loading zones, passenger drop off, or seasonal "parklets" depending on the specific needs on any given block.

Carson Street Historic Average Daily Traffic Counts



Measured 150 feet north of Ann Street

Downtown Streetscape Project



- Sales Tax Funds: \$6,850,000
 Utilities: \$2,110,000
- Oversight: Regional Transportation Commission (RTC) & Redevelopment Authority Citizens Commission (RACC)

CARSON CITY REGIONAL TRANSPORTATION COMMISSION REQUEST FOR COMMISSION ACTION

Date Submitted: September 24, 2014 Meeting Date: October 8, 2014

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: Information on changes to a pedestrian crossing at Carson Street and

Spear Street.

Staff Summary: Due to safety concerns, Public Works staff will be removing a marked

pedestrian crossing on Carson Street at the intersection with Spear Street.

Type of Action Requested: (check one)

(☑) None – Information Only (□) Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: Staff has received input regarding safety concerns at the pedestrian crossing on Carson Street at the Spear Street intersection. Staff has considered options to implement different safety measures and has determined that the crosswalk should be removed. Barriers will also be installed at either end of the crosswalk once it is removed and pedestrians will be able to cross Carson Street at either the signalized Robinson Street intersection to the north or the Telegraph Street intersection to the south. Public Works will hire a contractor to remove the crosswalk and install the barriers as soon as possible.

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: Dan Doenges, Senior Transportation Planner

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Reviewed By:	(Transportation Manager)	Date:
	and gr	Date: 8 25 14
	(Public Works Director)	Date: 9/29/1
	(Finance Director)	9/22
	(District Attorney's Office)	Date:

CARSON CITY REGIONAL TRANSPORTATION COMMISSION REQUEST FOR COMMISSION ACTION

Date Submitted: September 23, 2014 **Meeting Date:** October 8, 2014 **Labor Commissioner PWP #** CC-2014-328

To: Regional Transportation Commission

From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-065, "Nye Lane Pedestrian Improvements" for a bid amount of \$92,086.15, plus a contingency amount of \$9,208.00, for a total not to exceed price of \$101,294.15 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 Nye Lane Pedestrian Improvements Project. Project consists of removal and replacement of curb and gutter, driveway, and sidewalk, as well as construction of pedestrian ramps, asphalt patching, and utility adjustments. The project includes all common phases of construction customarily associated with this type of project.

Type	οf	Action	Red	uested	l: (check	one`
IADC	$\mathbf{v}_{\mathbf{i}}$	ACTION	1100	Jucatou			OHO,

(☐) None – Information Only
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Recommended Commission Action: I move to determine that V & C Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-065, "Nye Lane Pedestrian Improvements" for a bid amount of \$92,086.15, plus a contingency amount of \$9,208.00, for a total not to exceed price of \$101,294.15 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 September 2, 2014 and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on September 2, 2014.

The bids were opened at approximately 11:10 a.m. on September 22, 2014 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Lindsey Green, RaPiD Construction; Leslie Skinner, Spanish Springs Construction; Darren Anderson, Kate Allen and 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		
V & C Construction, Inc.	\$ 92,086.15		
Sierra View Equipment	\$104,390.10		
Spanish Springs Construction	\$122,444.00		
RaPiD Construction	\$129,921.00		

Staff recommends award to V & C Construction, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

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

Engineers Estimate: \$115,215.00

Fiscal Impact: Not to exceed \$101,294.15

Explanation of Impact: If approved the below referenced account could be decreased by \$92,086.15, plus a contingency of \$9,208.00, for a not to exceed amount of \$101,294.15.

Funding Source: Grant Fund – Capital Projects/Construction – account number 275-0620-465.70-40 for \$92,086.15, plus a contingency of \$9,208.00, for a not to exceed amount of \$101,294.15.

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. 1415-065, and Bid Response.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By	(Public Works Director) (Finance Director)	Date: 9/29/14 Date: 9/29/14 Date: 9/29/14
Commissio	(District Attorned's Office) Action Taken:	Date:
Motion:		Aye/Nay

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Nye Lane Pedestrian Improvements
Contract No.: 1415-065

THIS CONTRACT made and entered into this 8th day of October, 2014, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and V & C 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, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

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

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No. 1415-065, titled Nye Lane Pedestrian Improvements (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

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

1. REQUIRED APPROVAL:

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

2. SCOPE OF WORK (Incorporated Contract Documents):

- 2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:
 - 2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1415-065 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, hereinafter all 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 of this Contract
 - 2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as Exhibit B, are incorporated herein and made a part of this Contract.

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

Title: Nye Lane Pedestrian Improvements
Contract No.: 1415-065

2.2 The attached incorporated General Conditions ("GC") document provides in Section GC 1.3 a "Governing Order of Bidding and Contract Documents," which shall be applicable to this Contract.

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

- 3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in <u>Section 6</u> (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.
- 3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.
- 3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

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

Raymond VanWinkle, President V & C Construction, Inc. P.O. Box 1269
Minden, NV 89423
email: vcconstruction@yahoo.com

4.3 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

Title: Nye Lane Pedestrian Improvements
Contract No.: 1415-065

5. <u>COMPENSATION:</u>

- 5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Ninety Two Thousand Eighty Six Dollars and 15/100 (\$92,086.15).
- 5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.
- 5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.
- 5.4 CITY does not agree to reimburse CONTRACTOR for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

- 6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- 6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which 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.

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

- 6.3.1 A default or breach may be declared with or without termination.
- 6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - 6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

Title: Nye Lane Pedestrian Improvements
Contract No.: 1415-065

- 6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- 6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or
- 6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.
- 6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:
 - 6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or
 - 6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or
 - 6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or
 - 6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
 - 6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or
 - 6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.
- 6.3.3 When any of the <u>Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive</u>, cause reasons exist, and without prejudice to any other rights or remedies of CITY, CITY may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety <u>seven (7) calendar days</u> written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:
 - 6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;
 - 6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

Title: Nye Lane Pedestrian Improvements
Contract No.: 1415-065

- 6.3.3.3 Finish the WORK by whatever reasonable method CITY may deem expedient.
- 6.3.4 If CITY terminates this Contract for any of the cause reasons stated in <u>Section 6.3</u>:
 - 6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.
 - 6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.
 - 6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.
- 6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, CITY may give immediate notice to CONTRACTOR to discontinue the WORK and terminate this Contract. CONTRACTOR shall discontinue the WORK in such manner, sequence, and at such times as CITY may direct. CONTRACTOR shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by CITY to be done.
- 6.5 Time to Correct (Declared Default or Breach):
 - 6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.
- 6.6 Winding Up Affairs Upon Termination:
 - 6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:
 - 6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

Title: Nye Lane Pedestrian Improvements
Contract No.: 1415-065

- 6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and
- 6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and
- 6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with City Ownership of Proprietary Information.

6.7 Notice of Termination:

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

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

- 7.1 **CONTRACTOR** shall comply with <u>Davis-Bacon Act</u> and <u>NRS 338.070(5)</u>. **CONTRACTOR** and each covered contractor or subcontractor must provide a <u>weekly</u> statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains <u>identical</u> wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.
- 7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with <u>identical</u> wording <u>and</u> a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

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

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

Title: Nye Lane Pedestrian Improvements
Contract No.: 1415-065

- 7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:
 - (a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:
 - (1) The name of the worker;
 - (2) The occupation of the worker;
 - (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - (6) The actual per diem, wages and benefits paid to the worker; and
 - (b) An <u>additional accurate record</u> showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:
 - The name of the worker;
 - (2) The driver's license number or identification card number of the worker; and
 - (3) The state or other jurisdiction that issued the license or card.
- 7.3.3 The original payroll records shall be certified and shall be submitted <u>weekly</u> to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.
- 7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

- Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:
 - 8.1.1 In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.

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

9. PREFERENTIAL EMPLOYMENT:

- 9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to 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.
- 9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) Competition), in connection with the performance of WORK under this Contract, CONTRACTOR agrees to comply with the provisions of 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.

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and

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Title: Nye Lane Pedestrian Improvements Contract No.: 1415-065

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 Section.

- 13.2 Except as otherwise provided in <u>Subsection 13.4</u> below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:
 - 13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
 - 13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.
- 13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.
- 13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

14. INDEPENDENT CONTRACTOR:

- 14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.
- 14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.
- 14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.
- 14.4 **CONTRACTOR**, in addition to <u>Section 13</u> (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.
- 14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. INSURANCE REQUIREMENTS (GENERAL):

15.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

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These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.

- 15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.
- 15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.
- 15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.
- 15.5 Insurance Coverage (15.6 through 15.23):
- 15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:
 - 15.6.1 Final acceptance by CITY of the completion of this Contract; or
 - 15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.
 - 15.6.3 Any insurance or self-insurance available to CITY under its coverage(s) shall be in excess of and non-contributing with any insurance required from CONTRACTOR.

 CONTRACTOR'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, CONTRACTOR shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as CONTRACTOR has knowledge of any such failure, CONTRACTOR shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.
- 15.7 General Insurance Requirements (15.8 through 15.23:
- 15.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.
- 15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.
- 15.10 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 15.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 15.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.
- 15.13 Policy Cancellation: Except for ten (10) calendar days notice for non-payment of premium, each

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insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

- 15.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:
- 15.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.
- 15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).
- 15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
- 15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR**'S full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

15.20.1	Minimum Limits required:
15.20.2	Two Million Dollars (\$2,000,000.00) - General Aggregate.
15.20.3	Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate
15.20.4	One Million Dollars (\$1,000,000.00) - Each Occurrence.
arising from pro injury, products	Coverage shall be on an occurrence basis and shall be at least as broad as ISO 00 01 (or a substitute form providing equivalent coverage); and shall cover liability emises, operations, independent contractors, completed operations, personal s, civil lawsuits, Title VII actions and liability assumed under an insured contract ort liability of another assumed in a business contract).

15.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

15.21.1 Minimum Limit required:
 15.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property

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damage.

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

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

15.22.1	Minimum Limit required:
15.22.2	One Million Dollars (\$1,000,000.00).
15.22.3	Retroactive date: Prior to commencement of the performance of this Contract
15.22.4	Discovery period: Three (3) years after termination date of this Contract.
15.22.5	A certified copy of this policy may be required.

15.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

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

16. <u>BUSINESS LICENSE</u>:

- 16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 16.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

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

18. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or

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nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY:

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

20. ASSIGNMENT / DELEGATION:

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

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

22. PUBLIC RECORDS:

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

23. CONFIDENTIALITY:

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

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24. FEDERAL FUNDING:

- 24.1 In the event federal grant funds are used for payment of all or part of this Contract.
 - 24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - 24.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - 24.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
 - 24.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Recovery and Reinvestment Act of 2009, Section 1605 Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

- 25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - 25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;
 - 25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - 25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full

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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 WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

29. GOVERNING LAW / JURISDICTION:

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

30. ENTIRE CONTRACT AND MODIFICATION:

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

31. ACKNOWLEDGMENT AND EXECUTION:

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

Title: Nye Lane Pedestrian Improvements Contract No.: 1415-065

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY Finance Director Attn: Kim Belt, Purchasing and	CITY'S LEGAL COUNSEL Neil A. Rombardo, District Attorney
Contracts Manager 201 North Carson Street, Suite 3 Carson City, Nevada 89701 Telephone: 775-283-7137 Fax: 775-887-2107	I have reviewed this Contract and approve as to its legal form.
KBelt@carson.org	
By: Kim Belt	By: Deputy District Attorney
Dated	Dated
CITY'S ORIGINATING DEPARTMENT BY: Darren Schulz, Director	
Carson City Public Works Department	Account #_275-0620-465-70-40
3505 Butti Way	Project #
Carson City, NV 89701 Telephone: 775-887-2355	Amount \$ <u>92,086.15</u>
Fax: 775-887-2112	
DSchulz@carson.org	
By:	
Dated	

Title: Nye Lane Pedestrian Improvements Contract No.: 1415-065

CONTRACTOR

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

BY: Ray VanWinkle TITLE: President					
FIRM: V & C Construction, Inc.					
CARSON CITY BUSINESS LICENSE #: 14-00024746					
NEVADA CONTRACTOR'S LICENSE #: 0021752					
Address: P.O. Box 1269					
City: Minden State: NV Zip Code: 89423					
Telephone: 775-267-1967/FAX No. 775-267-1968					
E-mail Address: vcconstruction@yahoo.com					
(Signature of Contractor)					
DATED					
STATE OF)					
)ss					
County of					
	22				
Signed and sworn (or affirmed before me on thisday of	, 20				
(Signature of Notary)					
(Notary Stamp)					

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of October 8, 2014, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-065** and titled **Nye Lane Pedestrian Improvements**. 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
ATTEST:	DATED this 8 th day of October, 2014.
ALAN GLOVER, CLERK-RECORDER	
DATED this 8 th day of October, 2014.	

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PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS, that I/we	
,	einafter called CONTRACTOR,
and	
a corporation duly organized under the laws of the State of Nevada, as Surety, herein and firmly bound unto Carson City, Nevada a consolidated municipality of the State of CITY, for the sum of \$Dollars (state sum in Words)	Nevada, hereinafter called
for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, exe successors and assigns, jointly and severally, firmly by these presents.	cutors, administrators,
WHEREAS, CONTRACTOR has by written agreement dated	accordance with drawings and
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION shall promptly and faithfully perform said Contract then this obligation shall be null and in full force and effect. The Surety hereby waives notice of any alteration or extension obligation is not affected by any such alteration or extension provided the same is with whenever CONTRACTOR shall be, and is declared by CITY to be in default under the contract of the	d void; otherwise it shall remain n of time made by CITY and its ithin the scope of the Contract.

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

performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

PERFORMANCE BOND

Continued for BID # 1415-065 and titled Nye Lane Pedestrian Improvements

BY:		(Signature of Principal)
TITLE:		
FIRM:		
Address:		L.S.
City, State, Zip:		
Phone:		
Printed Name of Principal:	"	
Attest By:		(Signature of Notary)
Subscribed and Sworn before me this	day of	,20
Name of Surety:		
Name of Surety:		
Address:		
City:		
State/Zip Code:		
Name:		
Title:		
Telephone:		
Surety's Acknowledgment:		
By:		

NOTICE:

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

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS, that I/we
as Principal, hereinafter called
CONTRACTOR, and
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 he payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, CONTRACTOR has by written agreement dated entered into a contract with CITY for BID #1415-065 and titled Nye Lane Pedestrian Improvements in accordance with drawings an expecifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafted eferred 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:

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

Page: **C - 21**

LABOR AND MATERIAL PAYMENT BOND

Continued for BID #1415-065 and titled Nye Lane Pedestrian Improvements

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.

(signature of Principal)

	(13 1111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
TITLE:	
FIRM:	
Address:	L.S.
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest by:	(signature of notary)
Subscribed and Sworn before me this day of	, 20
	·
CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:	
Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
Ву:	

NOTICE:

BY:

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# 1415-065 E. Nye Lane Pedestrian Improvements

Date and Time of Opening: September 22, 2014 at 11:10 am

Description				Bidder # 1		Bidder # 2		Bidder #3	
DONDING Davids I & 20 and				V & C Construction		Sierra View		Spanish Springs	
	NDING Provided, \$, %, or no			5%			%		%
_	DER acknowledges receipt addendums			0)		0
De	scription	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
	Base Bid Items - Schedule A			l					
1	Mobilization, Demobilization and Clean-Up (SC 6.1.2)	1	LS	\$9,000.000	\$9,000.000	. ,	\$15,000.000	\$1,000.000	\$1,000.000
2	Stormwater Protection (SC 6.1.3)	1	LS	\$1,000.000	\$1,000.000	\$2,500.000	\$2,500.000	\$2,000.000	\$2,000.000
3	Traffic Control (SC 6.1.4)	1	LS	\$2,500.000	\$2,500.000	. ,	\$6,000.000	\$6,405.000	\$6,405.000
4	Removal of Existing Improvements (SC 6.1.5)	1	LS	\$10,000.000	\$10,000.000	\$19,000.000	\$19,000.000	\$25,000.000	\$25,000.000
5	Construct PCC Type A Sidewalk on 4" Ag. Base (SC 6.1.6)	1,871	SF	\$5.000	\$9,355.000	\$5.100	\$9,542.100	\$8.000	\$14,968.000
6	Construct PCC Type 1 Curb and Gutter on 6" Ag. Base (SC 6.1.7)	145	LF	\$21.000	\$3,045.000	\$23.000	\$3,335.000	\$40.000	\$5,800.000
7	Construct PCC Curb Ramp w/ Detectable Warning Plate on 4" Ag. Base (SC 6.1.8)	280	SF	\$15.500	\$4,340.000	\$12.000	\$3,360.000	\$15.000	\$4,200.000
8	Construct Residential Type 1 Driveway Apron on 6" Ag. Base (SC 6.1.9)	2,363	SF	\$8.000	\$18,904.000	\$7.000	\$16,541.000	\$9.000	\$21,267.000
9	Construct PCC Driveway on 6" of Ag. Base (SC 6.1.10)	2461	SF	\$8.150	\$20,057.150	\$7.000	\$17,227.000	\$9.000	\$22,149.000
10	Construct Permanent AC Pavement Patch (4" AC on 6" Agg. Base) (SC 6.1.11)	1,077	SF	\$5.000	\$5,385.000	·	\$5,385.000	\$15.000	\$16,155.000
11	Adjust Utility Boxes to Grade (SC 6.1.12)	5	EA	\$500.000	\$2,500.000	\$300.000	\$1,500.000	\$200.000	\$1,000.000
12	Removal and Restoration of Existing Landscaping (SC 6.1.13)	1	EA	\$6,000.000	\$6,000.000	\$5,000.000	\$5,000.000	\$2,500.000	\$2,500.000
13	Total Base Bid Price (Schedule A)				\$92,086.150		\$104,390.100		\$122,444.000
То	al Bid Price written in words? y/n			Y		<u> </u>	Y		Y
Bic	der Information provided? y/n			Y		Υ		Y	
Su	b Contractors listed? y/n or none			5%,1%,OTHER		5%, 1%		5	%
Bid Document executed? y/n			Y	•	,	Y	,	Y	
	·		END	OF DOCUM	ENT				

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

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

Notice to Contractors Bid# 1415-065 E. Nye Lane Pedestrian Improvements

Date and Time of Opening: September 22, 2014 at 11:10 am

Description				Bidder # 4		Bidder # 5		Bidder #6	
				RaPiD Co	nstruction				
BONDING Provided, \$, %, or no			5%						
BIDDER acknowledges re				0					
Description	·	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - So	chedule A								
¹ 6.1.2)	ization and Clean-Up (SC	1	LS	\$9,965.500	\$9,965.500		\$0.000		\$0.000
Stormwater Protection		1	LS	\$1,500.000	\$1,500.000		\$0.000		\$0.000
3 Traffic Control (SC 6	,	1	LS	\$2,000.000	\$2,000.000		\$0.000		\$0.000
	mprovements (SC 6.1.5)	1	LS	\$19,500.000	\$19,500.000		\$0.000		\$0.000
⁵ (SC 6.1.6)	A Sidewalk on 4" Ag. Base	1,871	SF	\$8.000	\$14,968.000		\$0.000		\$0.000
⁶ Base (SC 6.1.7)	1 Curb and Gutter on 6" Ag.	145	LF	\$38.000	\$5,510.000		\$0.000		\$0.000
Plate on 4" Ag. Base 6	Ramp w/ Detectable Warning (SC 6.1.8)	280	SF	\$15.000	\$4,200.000		\$0.000		\$0.000
8 6" Ag. Base (SC 6.1.9)		2,363	SF	\$10.000	\$23,630.000		\$0.000		\$0.000
⁹ 6.1.10)	way on 6" of Ag. Base (SC	2461	SF	\$13.000	\$31,993.000		\$0.000		\$0.000
Construct Permanent on 6" Agg. Base) (SC	AC Pavement Patch (4" AC 6.1.11)	1,077	SF	\$8.500	\$9,154.500		\$0.000		\$0.000
Adjust Utility Boxes t		5	EA	\$800.000	\$4,000.000		\$0.000		\$0.000
Removal and Restor Landscaping (SC 6.1		1	EA	\$3,500.000	\$3,500.000		\$0.000		\$0.000
13 Total Base Bid Price	(Schedule A)				\$129,921.000		\$0.000		\$0.000
Total Bid Price writter	n in words? v/n			T Y					
Bidder Information pro	1			Y					
Sub Contractors lister				5%,	1%				
Bid Document execut				Y	,				
Dia Doddinoni oxoodi	7/11		ENIT	OF DOCUM	ENT			1	

CARSON CITY REGIONAL TRANSPORTATION COMMISSION REQUEST FOR COMMISSION ACTION

Date Submitted: September 24, 2014 Meeting Date: October 8, 2014

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To approve proposed revisions to the snow removal

map.

Staff Summary: Changes are proposed to the Carson City snow removal map to improve the efficiency of snow removal operations.

Type of Action Requested: (check one)

(☐) None – Information Only (☒) Formal Action/Motion

Recommended Board Action: I move to approve proposed revisions to the snow removal map.

Explanation for Recommended Action: Some changes are proposed for the snow removal map that will improve efficiencies and overall plowing operations. New routes have been added in the area from Silver Sage Drive to Center Drive south of Snyder Avenue. New routes have also been added that are currently already plowed, but were not on the previous map, including many routes near businesses on the north side of the city.

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

Fiscal Impact: N/A

Explanation of Impact: N/A

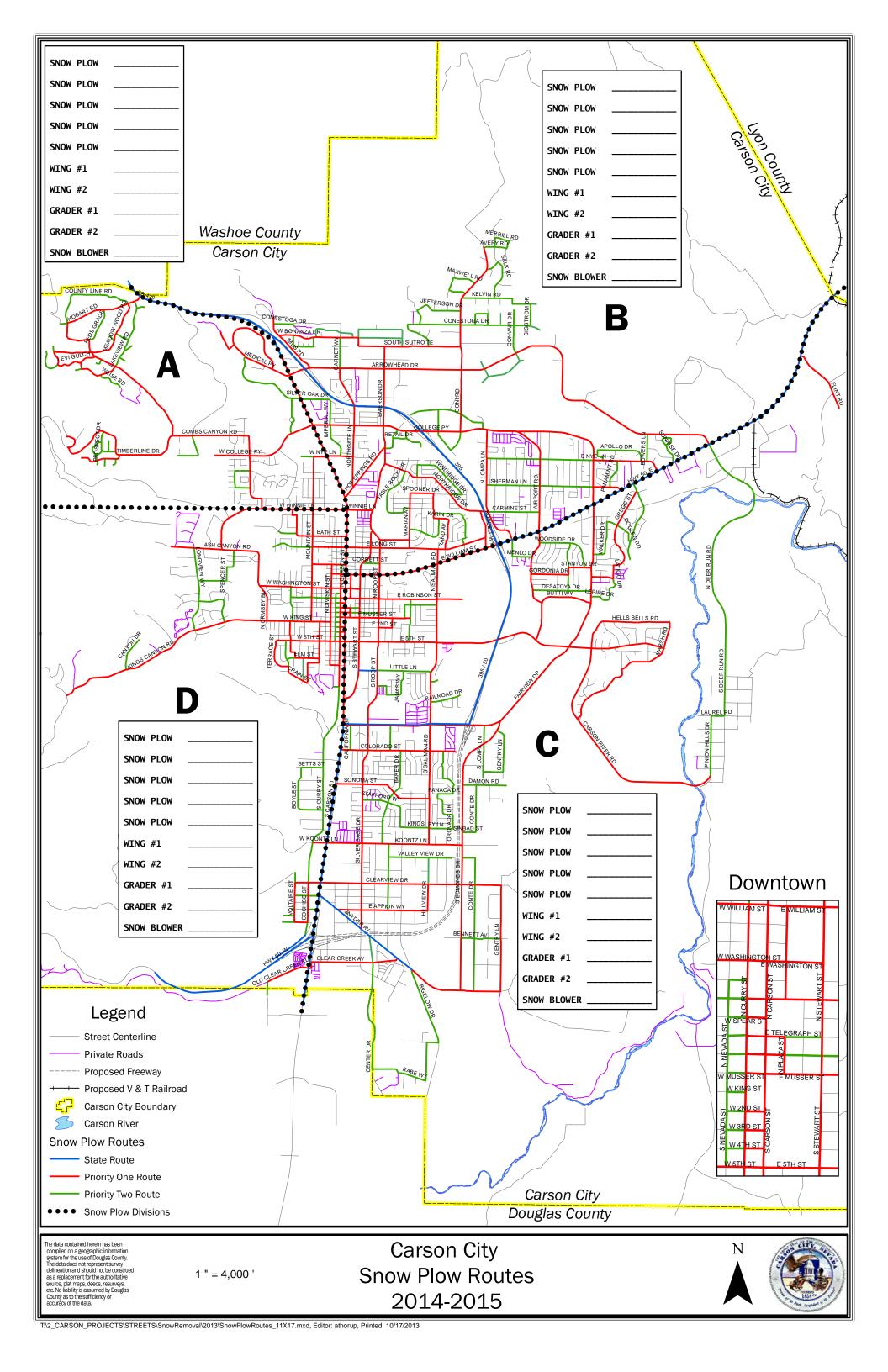
Funding Source: N/A

Alternatives: Do not change the map or modify the proposed changes.

Supporting Material: Map of the proposed snow routes.

Prepared By: Patrick Pittenger, Transportation Manager

Reviewed By:	Patrul Althuransportation Manager)	Date: 9/29/14
(Py	ublic Works Director) inance Director) fistrict Attorney's Office)	Date: 9/29/14 Date: 9/29/17
Commission Ad	ction Taken:	
Motion:	1 2	/ // 3/ 5// 7
		· -
		1)





Carson City Regional Transportation Commission Item for Commission Information

RTC Meeting Date: October 8, 2014

To: Regional Transportation Commission

From: Curtis Horton, Public Works Operations Chief

Date Prepared: September 24, 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 August 2014

Pavement Management Program

ACTIVITES	COMMENTS	
Slurry Seal Operation	N/A	
Overlay Operation	N/A	
Crack Seal Operation	373 blocks applied	
Street Patching Operation 20 tons of asphalt		
Pot Hole Repair's	15	

Tree Care and Maintenance

ACTIVITES	COMMENTS	
Tree Trimming & Pruning Operations	85 tree's pruned	
Tree Removal	3	
Tree Care Chemical Treatment	N/A	
Tree Work for Other Departments	8 trees pruned and two removals at Treadway Park,	
	10 trees pruned at Mills Park	
Weed Abatement Chemical sprayed	100 Gallons of round up applied	

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	31.75
Curb & Gutter Linear Feet	161
Sidewalk & Flat Work Sq/Ft	976
Wheel Chair Ramps	0

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work	Repair (Reconstruct) Voltaire Canyon RD, the ditches
	on Goni RD and Sierra Vista LN drainage.
Shoulder Work on Asphalt Roads	Sierra Vista LN
Debris cleaned up	380 yards of debris hauled away from Goni RD flood
	event, 990 yards of debris hauled from Sierra Vista
	LN.

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	380 Yards
Linear feet of pipe hydro flushed	220'
Number of Drainage Inlets Cleaned	167
Total sediment removed from system	400 Yards
Line Locations Performed	259

Sweeper Operations

ACTIVITES	COMMENTS	
Curb Miles Swept	812.0	
Yards of Material Picked Up	342 Yards	
City Parking Lots Swept	3 rd St parking lot, Northgate parking lot and the	
	Airport runways.	

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	25
Bins Hauled for Fire Department	33
Bins Hauled for Sweeping Operation	71
Bins Hauled for Other Operations	3 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		
ACTIVITES	COIVIIVIENTS	
Signs Made	35	
Signs Replaced	44	
Sign Post Replaced	11	
Signs Replaced due to Graffiti Damage	7	
Cross Walks Painted	197	
Stop Bars Painted	146	
Yield Bars Painted	128	
Right Arrows Painted	27	
Left Arrows Painted	145	
Straight Arrows Painted	14	
Stop (word)	6	
Only (word)	80	
Parking lot striping	N/A	

Storm Events

ACTIVITES	COMMENTS		
Snow and Ice Control	N/A		
Rain Event/Flood Control	Edmonds and Goni RD and Sierra Vista LN flood event		
Wind	N/A		



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: October 8, 2014
Time Requested: 15 Minutes

To: Regional Transportation Commission **From:** Darren Schulz, Public Works Director

Date Prepared: September 24, 2014 **Subject Title:** Project Status Report

Staff Summary: Monthly Status Report for the Commission's Information



Project Name:	Hells Bells Road Sidewalk Improvements		/	Hells Be
Department Responsible:	Public Works		Į,	Parkhiji
Project Description:	Construct curb/gutter and sidewalk along Hells Bells Road includin fencing. Expand sidewalks and install pedestrian ramps along East Fift		E 5th St	Combridge Q. Regent Cr. Brittlany, Q.
Justification:	This project will provided students of Eagle Valley Middle School a implement ADA-compliant infrastructure making the facilities accessible		the school c	ampus as well as
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:	\$135,000	

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

Status: Under construction.



Project Name:	East/West Water Transmission Main Phase 2A-1		t St
Department Responsible:	Public Works		US-50 E 530
Project Description:	East/West Water Transmission Main Phase 2A-1 involves constructio 3,762 linear feet of 24 inch diameter water transmission main from the Robinson Street/Saliman Road, then north on Saliman Road to Mil through Mills Park to 140 feet west of N. Roop Street.	e intersection of E.	St. Coop. St. Coop.
Justification:			
Project Location:	Saliman Road through Mills Park to the intersection of Roop Street and Washington Street	Project No: 4.090	1
Total Estimated Cost:	\$2,100,000	Project to Date Co	ost: \$0.00

Source of Funding						
Fund No	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.						



Project Name:	E. Fifth Street Pedestrian Improvements	Core Cig Continue (or Circl Cort Cort Cort Cort Cort Cort Cort Cort
Department Responsible:	Public Works	to Company from the Com
Project Description:	Replace deteriorated sidewalk and construct ADA improvements.	Conclusions Conc
Justification:	The project will replace sidewalk that has deteriorated and construct and enhancing connectivity for a safer and more accessible pedestriated.	
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: 3.1302.2
Total Estimated Cost:	\$360,000	Project to Date Cost: \$20,000

Source of Funding						
Fund No	Fund No Fund Name FY 2012-13 FY 2013-14 FY 2014-15					
275	GRANT FUND	\$0	\$360,000*	\$0		

Status: Bids have been received and the project was awarded to Horizon Construction for \$289,000 with a \$28,900 contingency. Estimated construction start date is 10/6/14.

*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.



Project Name:	William Street (Route 50) Path Improvements	
Department Responsible:	Public Works	
Project Description:	The project consists of removing and replacing approximately substandard asphalt concrete path with an elevated 10-ft wide conew path would be about 7 to 12 inches above the existing path gracomponents include improvements to drainage, raising utility boxe and striping and other common improvements related to the project.	oncrete path. The lade. Other project les, installing signs
Justification:	This project will replace sections of the existing path that have determined project will also incorporate striping and signage to further demarcate	
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: \$6,000

Source of Funding						
Fund No	Fund No Fund Name FY 2012-13 FY 2013-14 FY 2014-15					
250	250 REGIONAL TRANSPORTATION \$0 \$210,000* \$0					
Status: 60	Status: 60% submittal to NDOT by end of October.					

* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.



Project Name:	Western Nevada College Sidewalk Improvements	
Department Responsible:	Public Works	Mount Month Month Month
Project Description:	The project consists of constructing approximately 3,150 sq.ft. of ne offset from the roadway, providing for a buffer. The new sidewalk driveways which would be made ADA accessible and crosswalks with driveway locations. A crosswalk would also be striped across connecting the new sidewalk to an existing sidewalk on the opposite roadway.	k would cross two vould be striped at College Parkway
Justification:	This project will improve the safety and connectivity for pedestriction (WNC). Completion of the project will also honor an agreement between	
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 No Fund Name FY 2012-13 FY 2013-14 FY 2014-15					
250	250 REGIONAL TRANSPORTATION \$0 \$105,265*					
Status: W	Status: Waiting for SHPO comments.					

* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.



Project Name:	Long Street Sidewalk Improvements	160 S 2 200 Hospitals Special Center Burlon St. The Odyssey PRO Special Center PRO Speci
Department Responsible:	Public Works	(I) Associates (II) See (II) See (III) See (IIII) See (III) See (I
Project Description:	Construct new ADA-compliant sidewalk.	# ELong St # ELong ## # 27 Jain ## # # # # # # # # # # # # # # # # #
Justification:	This project will construct new sidewalk and ADA-compliant in connectivity for a safer and more accessible pedestrian network.	mprovements, thereby removing barriers and enhancing
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 No Fund Name FY 2012-13 FY 2013-14 FY 2014-15					
275 GRANT FUND \$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.



Project Name:	Robinson Street Pavement Rehabilitation and Sidewalk	Improvements
Department Responsible:	Public Works	East Carding Shoot.
Project Description:	Street paving and replacement of existing sidewalk with ADA-o	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: TBD
Total Estimated Cost:	\$136,000	Project to Date Cost: \$6,000

Source of Funding						
Fund No	Fund No Fund Name FY 2012-13 FY 2013-14 FY 2014-15					
250	250 REGIONAL TRANSPORTATION \$0 \$136,000					

Status: Property owners to the north and south are willing to contribute to the project. Design is 60% complete. Estimated construction start date is early spring 2015.

*Will be implemented as two separate projects: 1) ADA sidewalk improvements and 2) roadway rehabilitation.



Project Name:	Nye Lane Pedestrian Improvements	Thought Mg.
Department Responsible:	Public Works	
Project Description:	Construct new ADA-compliant sidewalk, replacement of curb and givel as construction of pedestrian ramps, asphalt patching, and utility	
Justification:	This project will construct new sidewalk and ADA-compliant im connectivity for a safer and more accessible pedestrian network.	provements, thereby removing barriers and enhancing
Project Location:	The south side of Nye Lane between Northgate Lane and Hot Springs Road and the west side of Northgate Lane north of Hot Springs Road.	Project No: 031302.3
Total Estimated Cost:	\$125,000	Project to Date Cost: \$10,000

Source of Funding					
Fund No	nd No Fund Name FY 2012-13 FY 2013-14 FY 2014-15				
275	GRANT FUND	\$0	\$0	\$125,000*	
Status: Project will be awarded at October 8 RTC meeting. Estimated construction start date is 11/3/14.					
*The project is 100% reimbursable with Community Development Block Grant (CDBG) funds.					



Project Name:	Slurry Seal Program		A
Department Responsible:	Public Works	Silver Oak Carson Hot City Airport Gelf Course Golf Club Springs	<u></u>
Project Description:	The work consists of notification to residents, asph placing asphalt crack seal material, furnishing and placed seal/chip seal), layout and painting of traffic striping and	alt crack preparation, furnishing and acing emulsion with aggregate (slurry	New Empire Exmission St. Carson City Edit St. (313) Citywide Project
Justification:	Slurry seal maintenance extends pavement life. Alth adequate for some time, pavement deterioration continu	ough the serviceability of an untreated asphalt pavement may les.	be
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: Ex	Status: Expect to award contract for FY 2014-15 on August 13.				



Project Name:	Traffic Line Markings (Long Line)	A PART C
Department Responsible:	Public Works	Silver Oak Carson Hot Carson Eagle Valley Golf Course
Project Description:	Paint traffic line markings.	Carson City Carson City Estimates Carson City Citywide Project
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.				