

**NOTICE OF PUBLIC MEETING OF THE
CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

WEDNESDAY, JULY 8, 2015

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

COMMUNITY CENTER- SIERRA ROOM

851 EAST WILLIAM STREET

CARSON CITY, NEVADA

NOTE: The Carson City Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson City Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or ppittenger@carson.org, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on July 6, 2015).

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/agendas, 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 May 13, 2015 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 make recommendations to the Carson City Board of Supervisors regarding the 30% design of the Downtown Streetscape Project and to direct staff to continue to move forward with design.

Staff Summary: At their March 11, 2015, meeting, staff informed the RTC that they will provide periodic updates on activity regarding the Downtown Carson Street Project as the RTC has been named one of the oversight committees for the project along with the Redevelopment Authority Citizens Committee (RACC).

F-2 Information regarding the Fiscal Year (FY) 2015-2016 Regional Transportation Commission (RTC) work program.

Staff Summary: Staff will inform the RTC on the projects contained within the FY 2015-2016 work program.

F-3 For Possible Action: To determine that A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-183, "Little Lane Street Improvement Project" for a bid amount of \$234,000, plus a contingency amount of \$23,400, for a total not to exceed price of \$257,400 to be funded from the Streets Maintenance Fund, Street Repair account as provided in FY 2015/2016 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the Little Lane Street Improvement Project. Project consists of removing the existing asphalt and base/subgrade on Little Lane between Janas Way and Saliman and constructing a new 4" AC on 8" type 2 base roadway section. This project also includes removal and replacement of existing non-compliant access ramps as well as adjusting utilities, striping the road, and extending a storm drain pipe. The project includes all common phases of construction customarily associated with this type of project.

F-4 For Possible Action: To determine that A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-136, "East William Street Shared Use Path Project" for a bid amount of \$218,445, plus a contingency amount of \$21,845, for a total not to exceed price of \$240,290 to be funded from the Regional Transportation 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 East William Street Shared Use Path Project. Project consists of constructing approximately 12,500 square feet of concrete path, curb and gutter, asphalt concrete patch, drainage pipe, electrical conduit, ramps, striping, and signage. The project includes all common phases of construction customarily associated with this type of project.

F-5 For Possible Action: To determine that Diversified Striping Systems, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-179, "2015 Long Line Striping Program" for a bid amount of \$128,810, plus a contingency amount of \$12,881, for a total not to exceed price of \$141,691 to be funded from the Streets Maintenance Fund, Long Line Striping account as provided in FY 2015/2016 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the 2015 Long Line Striping Program. Project consists of placing approximately 1,087,000 linear feet of painted pavement markings using Nevada Type II water based paint, removal of approximately 4,200 linear feet of existing painted pavement markings prior to restriping, sand sealing if necessary, layout, traffic control, and all other incidentals need to complete project. The project includes all common phases of construction customarily associated with this type of project.

F-6 Information on the award of a grant from the State of Nevada Aging and Disability Services Division.

Staff Summary: An Independent Living Grant application was submitted to the Aging and Disability Services Division (ADSD) in March 2015, and awarded in mid-June 2015. The grant award is in the amount of \$50,000 for the period July 1, 2015 to June 30, 2016, and will be used to underwrite the cost of the Senior Bus Pass Program, which provides unlimited rides to senior citizens (60+) on the JAC fixed-route system.

F-7 For Possible Action: To approve Amendment No. 4 to Contract No. 0910-184 with RouteMatch Software, Inc. to request an extension of the time and value, representing an increase to the contract in an amount not to exceed \$70,965.40 through December 31, 2015 for the ongoing support and maintenance of the Automated Vehicle Location Mobile Data Communications module for JAC and JAC Assist.

Staff Summary: With the contract date set to expire and Staff considering a change in software providers, a time extension is required in order to allow sufficient time for any potential new provider to implement their system. The increase to the value of the contract will reflect this time extension.

F-8 For possible action: To approve the donation of Bus 4226, which has exceeded its useful life in transit service, to the Carson City Senior Center not before August 2015.

Staff Summary: With the recent acquisition of two replacement buses, it is now possible to retire two (2) of the older buses from the JAC fleet that have exceeded their useful life in transit service, one of which is being proposed for donation to the Senior Center.

F-9 Information on the donation of Bus 4228, which has exceeded its useful life in transit service, to an eligible governmental agency or non-profit organization following action by the RTC at its August 12, 2015 meeting.

Staff Summary: With the recent acquisition of two replacement buses, it is now possible to retire two (2) of the older buses from the JAC fleet that have exceeded their useful life in transit service, one of which is being proposed to advertise for donation.

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

G-1 Street Operations Report – May 2015

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, August 12, 2015, 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, July 2, 2015:
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
City Website, www.carson.org/agendas
State Website, <https://notice.nv.gov>

DRAFT MINUTES
Regular Meeting
Carson City Regional Transportation Commission
Wednesday, May 13, 2015 ● 4:49 PM
Community Center Sierra Room, 851 East William Street, Carson City, Nevada

Commission Members

Chairperson – Brad Bonkowski Vice Chair – Jim Smolenski
Commissioner – Robert Crowell Commissioner – Mark Kimbrough
Commissioner – Robert McQueary

Staff

Darren Schulz, Public Works Director
Patrick Pittenger, Transportation Manager
Daniel Doenges, Senior Transportation Planner
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.

An audio recording of this meeting is available on www.Carson.org/minutes.

A. CALL TO ORDER AND DETERMINATION OF QUORUM (4:49:01) – Chairperson Bonkowski called the meeting to order. Roll was called and a quorum was present.

Attendee Name	Status	Left
Chairperson Brad Bonkowski	Present	
Vice Chairperson Jim Smolenski	Present	
Commissioner Robert Crowell	Present	
Commissioner Mark Kimbrough	Present	
Commissioner Robert McQueary	Present	

B. PUBLIC COMMENT (4:49:45) – None.

C. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

C-1 FOR POSSIBLE ACTION: ACTION TO APPROVE THE MINUTES OF THE MARCH 11, 2015 MEETING.

(4:50:25) – MOTION: I move to approve the minutes of the March 11, 2015 RTC meeting as amended.

RESULT:	APPROVED (5-0-0)
MOVER:	Smolenski
SECONDER:	McQueary
AYES:	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

(4:50:52) – Mr. Pittenger stated that item F-1 was scheduled to be heard no earlier than 5 p.m. and suggested moving item F-2 ahead of F-1.

E. DISCLOSURES

(4:51:30) – Commissioner McQueary indicated that he had had a discussion with Brewery Arts Center (BAC) Executive Board President Kyle Horvath to understand how the road would be blocked. He also disclosed that his wife is on the BAC Board; therefore, he would abstain from voting. Mr. Ward explained that since Commissioner McQueary was in no position to “gain anything...in a pecuniary way or another way”; he saw no reason not to participate and vote.

F. PUBLIC HEARING ITEMS

F-1 FOR POSSIBLE ACTION: TO AUTHORIZE THE TRANSPORTATION MANAGER TO APPROVE A RIGHT-OF-WAY OCCUPANCY PERMIT, PREDICATED ON THE APPLICANT COMPLYING WITH ALL CONDITIONS OF THE PERMIT, FOR THE BREWERY ARTS CENTER TO OCCUPY A PORTION OF MINNESOTA STREET, BETWEEN KING STREET AND SECOND STREET FOR AN UNDETERMINED PERIOD OF TIME. *Item is time specific and scheduled to be heard approximately at 5:00 p.m., but no earlier.*

(5:00:08) – Chairperson Bonkowski introduced the item

(5:00:26) – Mr. Ward advised Commissioner McQueary to abstain from voting because his wife is a member of the applicant’s [BAC’s] Executive Board.

(5:00:55) – Mr. Pittenger presented the agenda materials which are incorporated into the record. Kyle Horvath, BAC Executive Board President, gave more detail on the road closure methods and answered the Commissioners’ questions. He indicated that a planned street mural would connect the two blocks together. Mr. Horvath noted that safety during concerts or after school kids’ programs was another benefit of the street closure. Commissioner Kimbrough inquired about the noise level generated by concerts and the issues it may create with neighboring residents. He also cautioned against having unprotected curbs and gutters, and Commissioner Smolenski suggested reflectors to highlight them. Mr. Pittenger clarified that the permit was “administratively renewable on an annual basis”. Commissioner Crowell received confirmation that the BAC would have exclusive access to the parking lot.

There were no public comments.

(5:13:22) – MOTION: I move authorize the Transportation Manager to approve a Right-of-Way Occupancy Permit, predicated on the applicant complying with all conditions of the permit, for the Brewery Arts Center to occupy a portion of Minnesota Street, between King Street and Second Street for an undetermined period of time.

RESULT:	APPROVED (4-0-1)
MOVER:	Kimbrough
SECONDER:	Smolenski
AYES:	Bonkowski, Smolenski, Crowell, Kimbrough
NAYS:	None
ABSTENTIONS:	McQueary
ABSENT:	None

F-2 INFORMATION REGARDING AN UPDATE ON THE DOWNTOWN CARSON STREET PROJECT AND DESIGN “THEMING” WORKSHOP.

(4:53:21) – Mr. Pittenger gave background and introduced the item.

(4:53:42) – Danny Rotter, Public Works Engineering Manager, introduced himself and presented the theming results which are incorporated into the record. He also noted that “the 30 percent results” will be presented in the July RTC meeting. Commissioner Smolenski was informed that the information presented in this meeting was available on www.carsonproud.com. Mr. Rotter clarified for Commissioner Crowell that the 30 percent design would show items such as ramp, tree, bus stop, or bench locations; however, items such as paver type or quantity would not be available. Chairperson Bonkowski inquired about input from downtown business on whether they would like some of the elements such as benches in front of their businesses, and was informed that the team was “working towards that end”. Commissioner Kimbrough was informed that input from the downtown businesses was a public process as well.

There were no public comments.

F-3 FOR POSSIBLE ACTION: TO RECOMMEND APPROVAL BY THE CARSON CITY BOARD OF SUPERVISORS OF INTERLOCAL AGREEMENT NUMBER NM199-15-015 WITH THE NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) THAT WILL RESULT IN THE CONSTRUCTION OF PHASE 2B-3 OF THE CARSON CITY FREEWAY.

(5:14:26) – Chairperson Bonkowski introduced the item.

(5:14:46) – Mr. Pittenger presented the agenda materials which are incorporated into the record. He also introduced two audience members: Jeff Lerud, Project Manager, Nevada Department of Transportation (NDOT), and Vern Krahn, Carson City Senior Park Planner, who would consult on landscaping. In response to a question by Chairperson Bonkowski, Mr. Pittenger noted that the project would start in June. Mr. Pittenger also noted that the five-day change order response period was adequate, and that the “before” documentation via video would be done in a timely manner. Mr. Krahn explained that the Parks and Recreation Department was very comfortable with the landscape plan review as they had worked with NDOT when building the earlier phase of the freeway. He also highlighted the areas that would be maintained by the Parks and Recreation Department.

There were no public comments.

(5:24:00) – MOTION: I move to recommend approval by the Carson City Board of Supervisors of Interlocal Agreement Number NM199-15-015 with the Nevada Department of Transportation (NDOT) that will result in the construction of Phase 2B-3 of the Carson City Freeway.

RESULT:	APPROVED (5-0-0)
MOVER:	Smolenski
SECONDER:	Crowell
AYES:	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

F-4 FOR POSSIBLE ACTION: TO ACCEPT THE WORK AS COMPLETED, TO ACCEPT THE CONTRACT SUMMARY AS PRESENTED, AND TO APPROVE THE RELEASE OF FINAL PAYMENT IN THE AMOUNT OF\$15,757.67 FOR CONTRACT 1415-028 TITLED 5TH STREET PEDESTRIAN IMPROVEMENTS PROJECT TO HORIZON CONSTRUCTION, INC.

(5:24:31) – Chairperson Bonkowski introduced the item.

(5:24:57) – Mr. Pittenger presented the agenda materials which are incorporated into the record, adding that the project was 100 percent funded.

There were no commissioner or public comments.

(5:26:15) – MOTION: I move to accept the work as completed, to accept the Contract Summary as presented, and to approve the Release of Final Payment in the amount of\$15,757.67 for Contract 1415-028 titled 5th Street Pedestrian Improvements Project to Horizon Construction, Inc.

RESULT:	APPROVED (5-0-0)
MOVER:	McQueary
SECONDER:	Smolenski
AYES:	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

F-5 FOR POSSIBLE ACTION: TO APPROVE AND AUTHORIZE THE CHAIR TO SIGN AN AGREEMENT BY AND BETWEEN THE STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION AND CARSON CITY WHEREBY THE DEPARTMENT OF TRANSPORTATION AGREES TO RELINQUISH A PORTION OF I-580 RIGHT-OF-WAY LYING WITHIN CARSON CITY, EXTENDING A DISTANCE OF APPROXIMATELY 0.015 OF A MILE AND IDENTIFIED AS PARCEL U-050-CC-012.050 XS1 FOR THE PURPOSE OF A MULTI-USE PATHWAY.

(5:26:55) – Chairperson Bonkowski introduced the item.

(5:27:31) – Mr. Doenges gave background and presented the agenda items, incorporated into the record.

There were no commissioner or public comments.

(5:28:55) – MOTION: I move to approve and authorize the Chair to sign an agreement by and between the State of Nevada, Department of Transportation and Carson City whereby the Department of Transportation agrees to relinquish a portion of I-580 right-of-way lying within Carson City, extending a distance of approximately 0.015 of a mile and identified as Parcel U-050-CC-012.050 XS1 for the purpose of a multi-use pathway.

RESULT:	APPROVED (5-0-0)
MOVER:	Smolenski
SECONDER:	Crowell
AYES:	Bonkowski, Smolenski, Crowell, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

G-1: STREET OPERATIONS REPORT – MARCH 2015.

(5:29:54) – Mr. Pittenger presented the Street Operations Report which is incorporated into the record, and highlighted the “signs and markings” activities. In response to a question by Commissioner Crowell, Mr. Pittenger clarified that the repair on Robinson Street consisted of filling cracks and that “a micropave” would also be done the following week.

G-2: PROJECT STATUS REPORT.

(5:32:00) – Mr. Pittenger presented the Project Status Report, also incorporated into the record.

G-3: FUTURE AGENDA ITEMS.

(5:34:57) – Mr. Pittenger explained that an agreement from NDOT for the Freeway Multi-use Path will be agendized for the June meeting, in addition to an NDOT “micropaving” project on Old Hot Springs Road. He also indicated that the usage of the excess sales tax funds for streets projects will be heard by the Commission in the fall.

H. COMMISSION COMMENTS

(5:26:23) – Commissioner Smolenski thanked Mr. Schulz for his staff’s cooperation with his office regarding work being done on Walker Road.

I. PUBLIC COMMENT

(5:37:48) – None.

J. FOR POSSIBLE ACTION: ADJOURNMENT

(5:38:04) – MOTION: Commissioner Crowell moved to adjourn the meeting. The meeting adjourned at 5:38 p.m.

The Minutes of the May 13, 2015 Carson City Regional Transportation Commission meeting are so approved this 8th day of July, 2015.

BRAD BONKOWSKI, Chair

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

Date Submitted: June 24, 2015

Meeting Date: July 8, 2015

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: Possible action to make recommendations to the Carson City Board of Supervisors regarding the 30% design of the Downtown Streetscape Project and to direct staff to continue to move forward with design.

Staff Summary: At their March 11, 2015, meeting, staff informed the RTC that they will provide periodic updates on activity regarding the Downtown Carson Street Project as the RTC has been named one of the oversight committees for the project along with the Redevelopment Authority Citizens Committee (RACC).

Type of Action Requested: (check one)

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

Recommended Commission Action: I move to make recommendations to the Carson City Board of Supervisors regarding the 30% design of the Downtown Streetscape Project and to direct staff to continue to move forward with design.

Explanation for Information Item: On June 22, City staff held two “30%” design workshops for the Downtown Streetscape Project. The Public Works Downtown Carson Street Urban Design Project manager, Danny Rotter, will provide an update regarding the result of those meetings. The following is a schedule of remaining key dates leading up to final design of the project.

- September 9, 2015 – RTC meeting: Review and comment on “60%” project design plans.
- November 17, 2015 – RTC meeting: Review and comment on “90%” project design plans.
- December 31, 2015 – Complete project design due.
- Ongoing – Process an ordinance to establish the Commercial Area Vitalization (CAV) District within the downtown area to help pay for ongoing project maintenance costs.

The design consultants have begun design work on the project based on the Carson Street concept approved by the Board of Supervisors. RTC members have the ability to comment and make recommendation on the various stages of project design. However, many design details remain to be determined, starting with the general "theme" of the design elements, which will be discussed. Items such as surface materials (e.g. concrete versus pavers), planters, seating areas, and other streetscape amenities will be considered within available budget constraints.

Along with providing a forum for public information and comment at various stages of design and construction as well as the project budget, the RTC's role is to review the draft designs presented by the design team, consider public feedback regarding the design elements, and make recommendations to the design team and Board of Supervisors regarding those design elements. The Board of Supervisors has final authority on all decisions related to design and project budget matters.

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

Fiscal Impact: N/A

Explanation of Impact: N/A

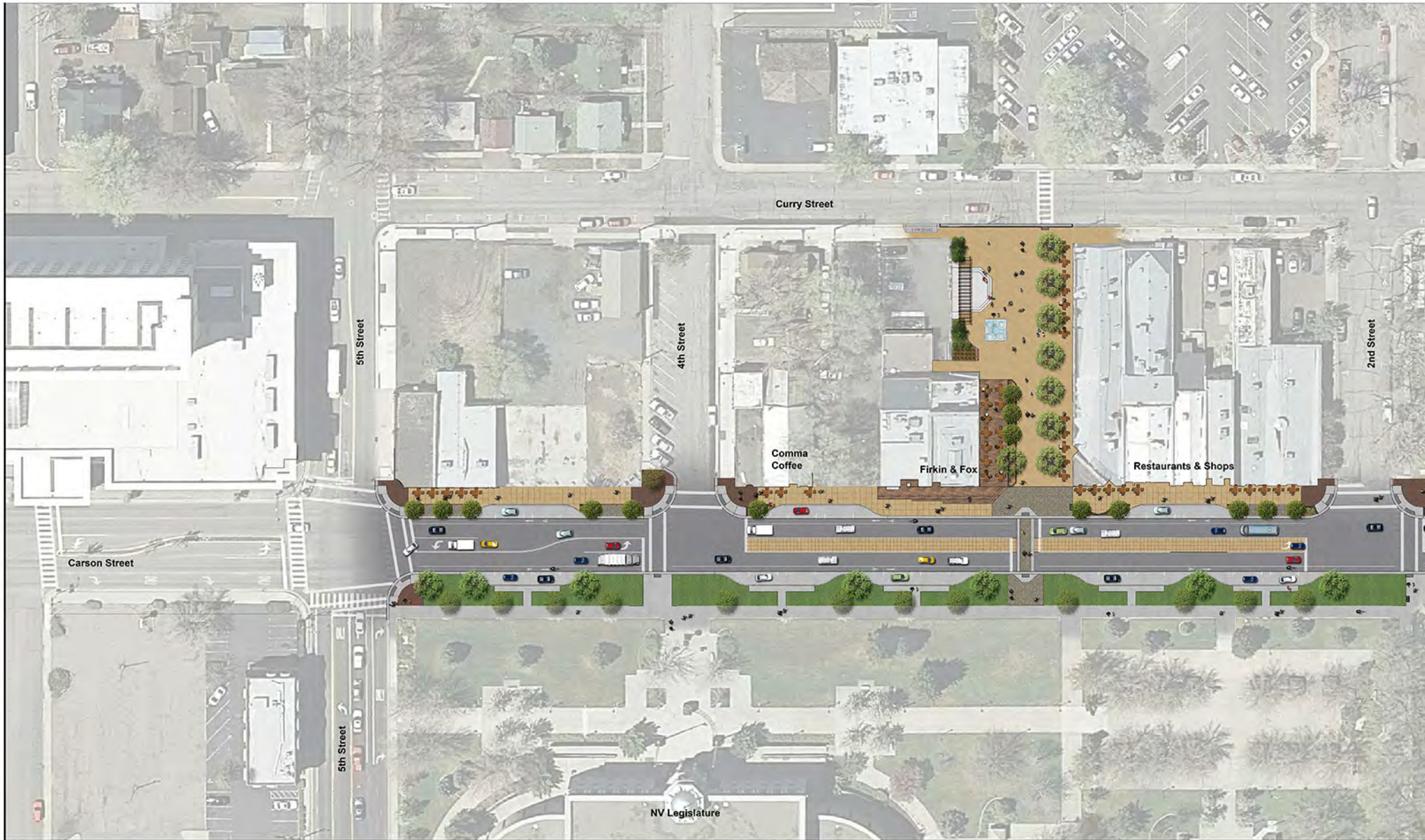
Funding Source: N/A

Alternatives: N/A

Supporting Material: Polling results from public meetings of June 22, 2015.

Prepared By: Dan Doenges, Senior Transportation Planner

Reviewed By: <u></u>	Date: <u>6/29/15</u>
(Transportation Manager)	
<u></u>	Date: <u>6/20/15</u>
(Public Works Director)	
<u></u>	Date: <u>6/29/15</u>
(Finance Director)	
<u></u>	Date: <u>6/29/15</u>
(District Attorney's Office)	









Curry Street

DRIVEWAY

Comma
Coffee

Firkin & Fox

Restaurants & Shops











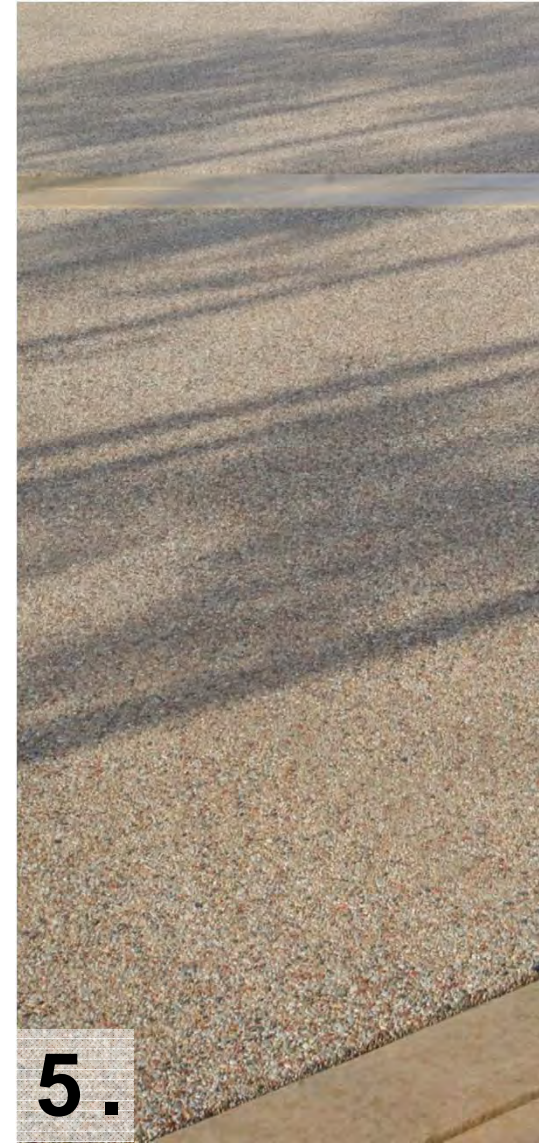




Unit Pavers Options:



Concrete Paving Options:



Wall Options:



Pedestrian Buffer Options:



Bike Rack Options:



Trash Receptacle Options:



Bench Options:



1.



2.



3.



4.



5.

Session Name

Carson City 30% Design Public Meeting Combined Results

Combined Results from 12:30 PM and Active Participants

6/22/2015

100

Total Participants

100

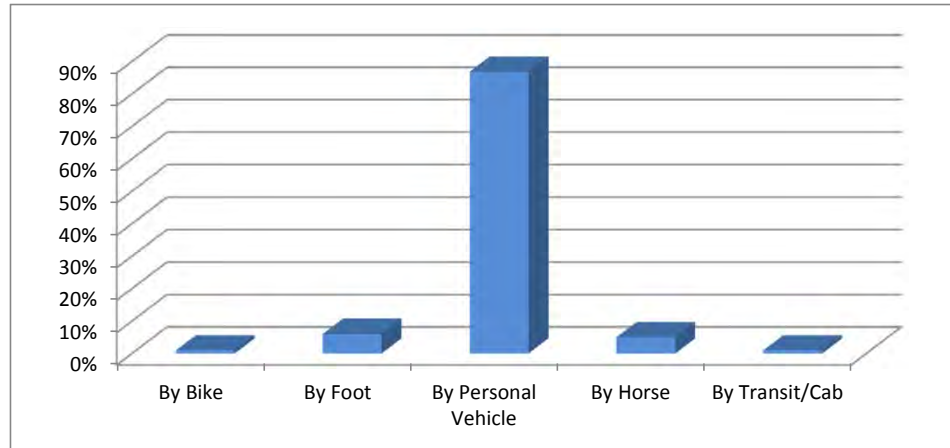
Questions

16

Results by Question

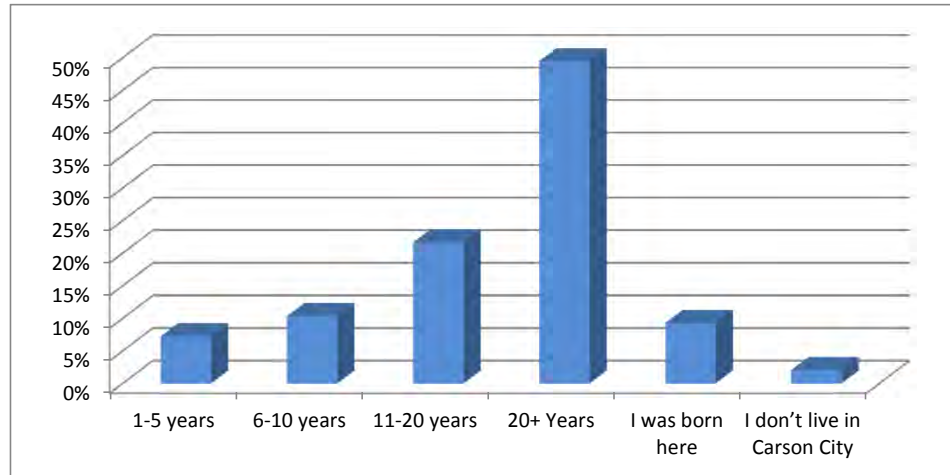
1. How did you get to this meeting? (Multiple Choice)

Responses		
	Percent	Count
By Bike	1%	1
By Foot	6%	6
By Personal Vehicle	87%	86
By Horse	5%	5
By Transit/Cab	1%	1
Totals	100%	99



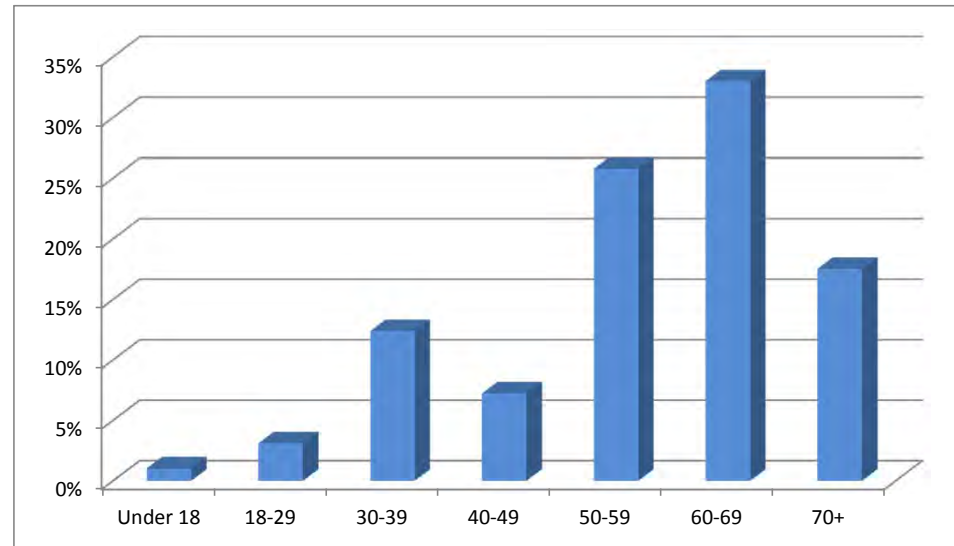
2. How long have you lived in Carson City? (Multiple Choice)

Responses		
	Percent	Count
1-5 years	7%	7
6-10 years	10%	10
11-20 years	22%	21
20+ Years	49%	48
I was born here	9%	9
I don't live in Carson City	2%	2
Totals	100%	97



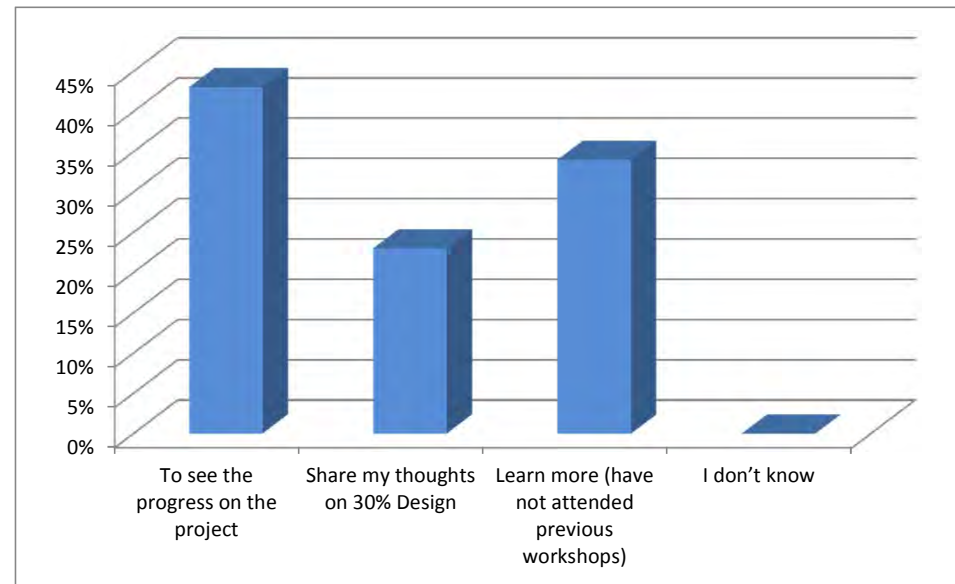
3. How old are you? (Multiple Choice)

Responses		
	Percent	Count
Under 18	1%	1
18-29	3%	3
30-39	12%	12
40-49	7%	7
50-59	26%	25
60-69	33%	32
70+	18%	17
Totals	100%	97



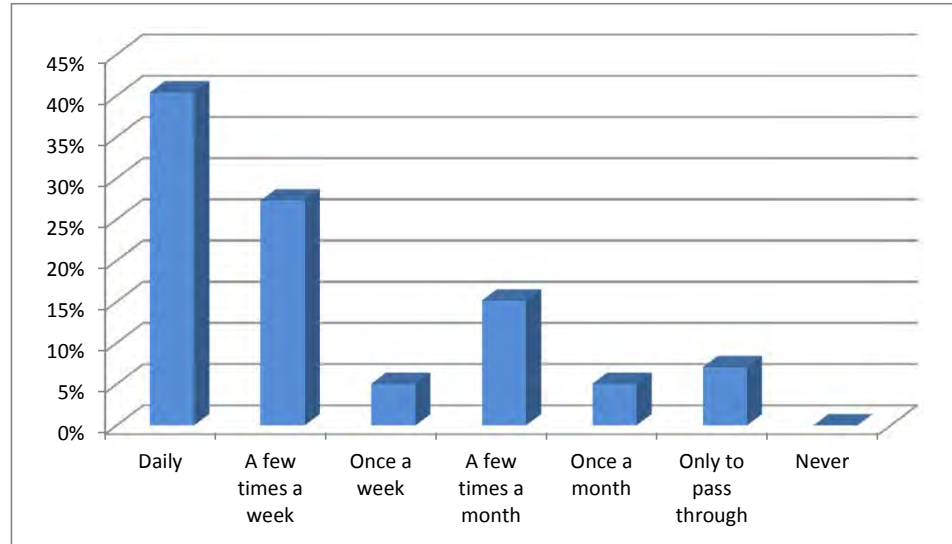
4. Why are you attending this meeting? (Multiple Choice)

Responses		
	Percent	Count
To see the progress on the project	43%	43
Share my thoughts on 30% Design	23%	23
Learn more (have not attended previous	34%	34
I don't know	0%	0
Totals	100%	100



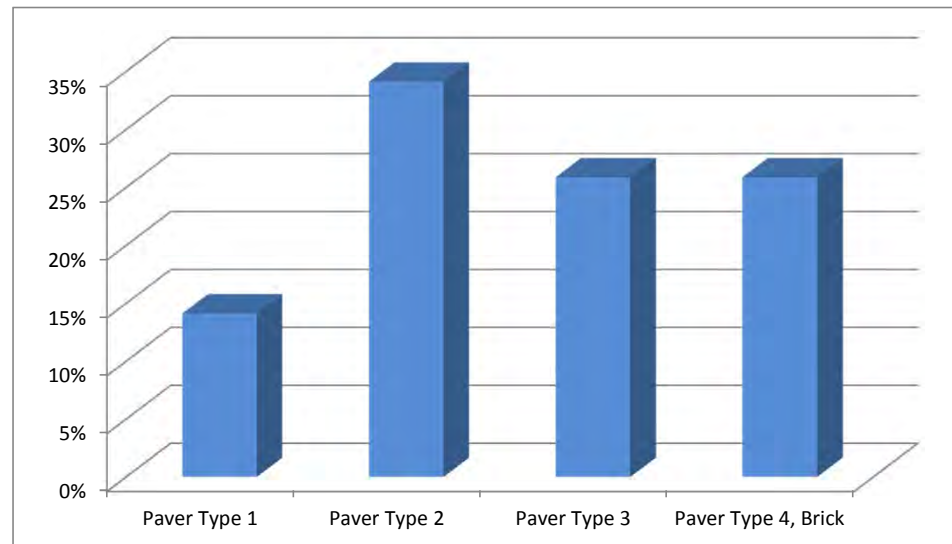
5. How often do you visit downtown? (Multiple Choice)

Responses		
	Percent	Count
Daily	40%	40
A few times a week	27%	27
Once a week	5%	5
A few times a month	15%	15
Once a month	5%	5
Only to pass through	7%	7
Never	0%	0
Totals	100%	99



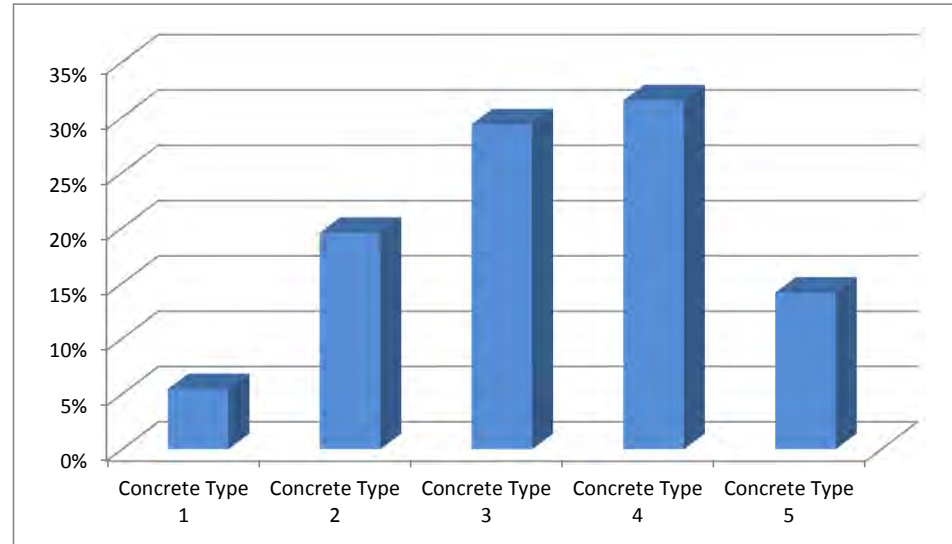
6. For the Unit Paver Options, which option do you like the best? (Multiple Choice)

Responses		
	Percent	Count
Paver Type 1	14%	12
Paver Type 2	34%	29
Paver Type 3	26%	22
Paver Type 4, Brick	26%	22
Totals	100%	85



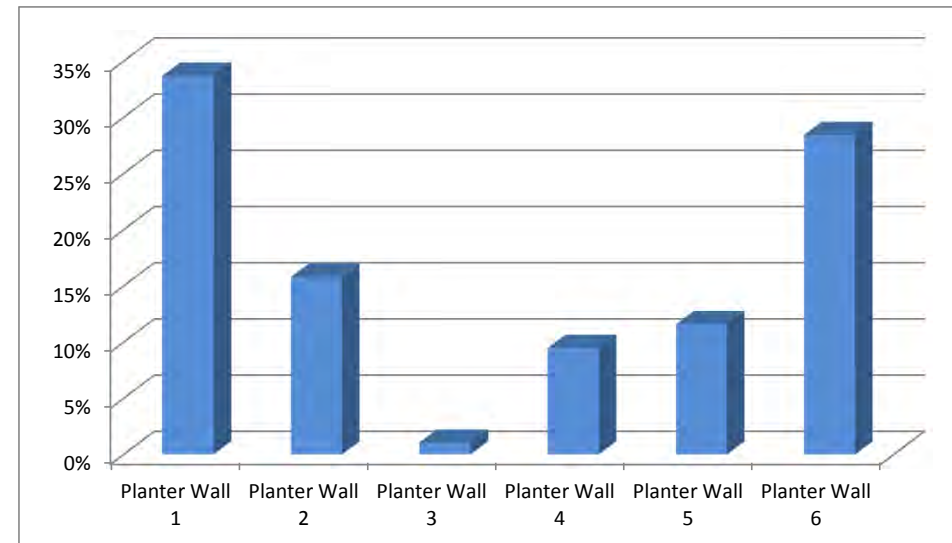
7. For the Concrete Paving Options, which option do you like the best? (Multiple Choice)

	Responses	
	Percent	Count
Concrete Type 1	5%	5
Concrete Type 2	20%	18
Concrete Type 3	29%	27
Concrete Type 4	32%	29
Concrete Type 5	14%	13
Totals	100%	92



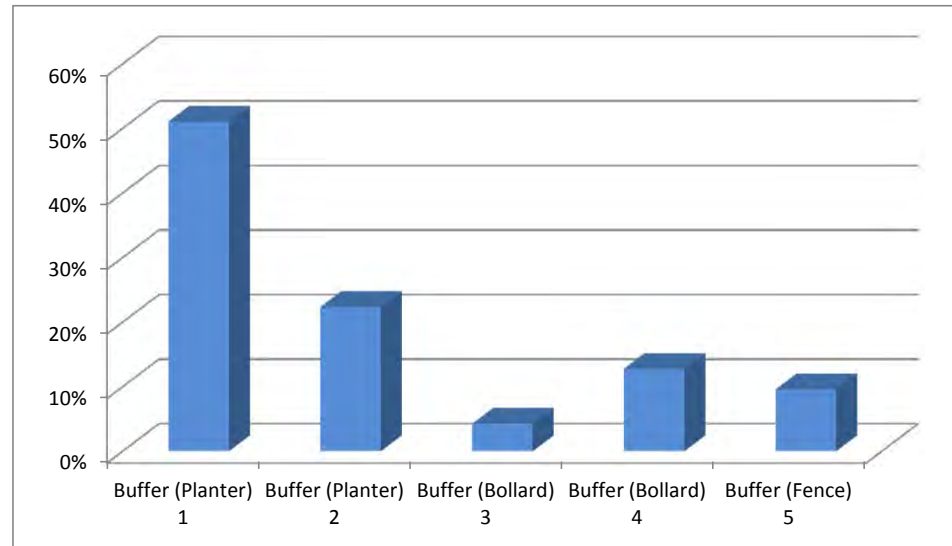
8. For the Wall Options, which option do you like the best? (Multiple Choice)

	Responses	
	Percent	Count
Planter Wall 1	34%	32
Planter Wall 2	16%	15
Planter Wall 3	1%	1
Planter Wall 4	9%	9
Planter Wall 5	12%	11
Planter Wall 6	28%	27
Totals	100%	95



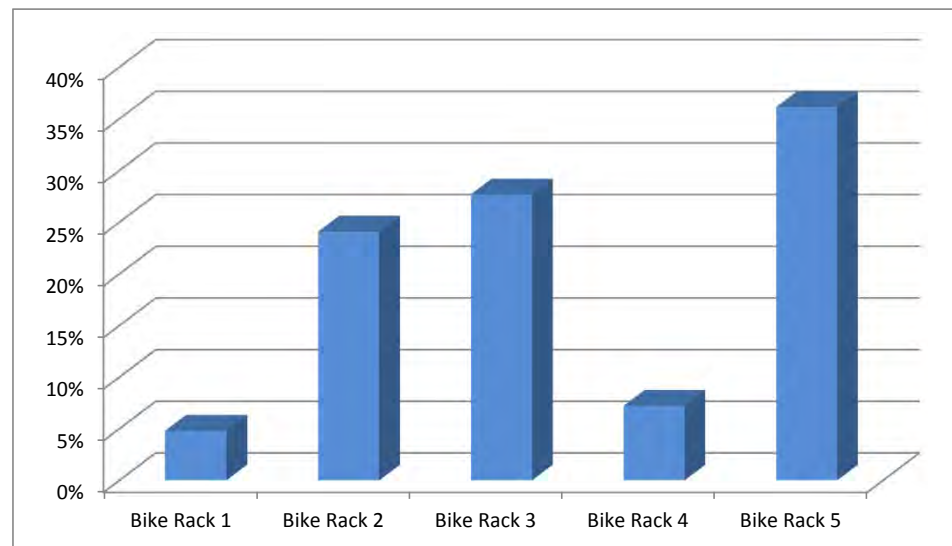
9. For the Pedestrian Buffer Options, which option do you like the best? (Multiple Choice)

Responses		
	Percent	Count
Buffer (Planter) 1	51%	48
Buffer (Planter) 2	22%	21
Buffer (Bollard) 3	4%	4
Buffer (Bollard) 4	13%	12
Buffer (Fence) 5	10%	9
Totals	100%	94



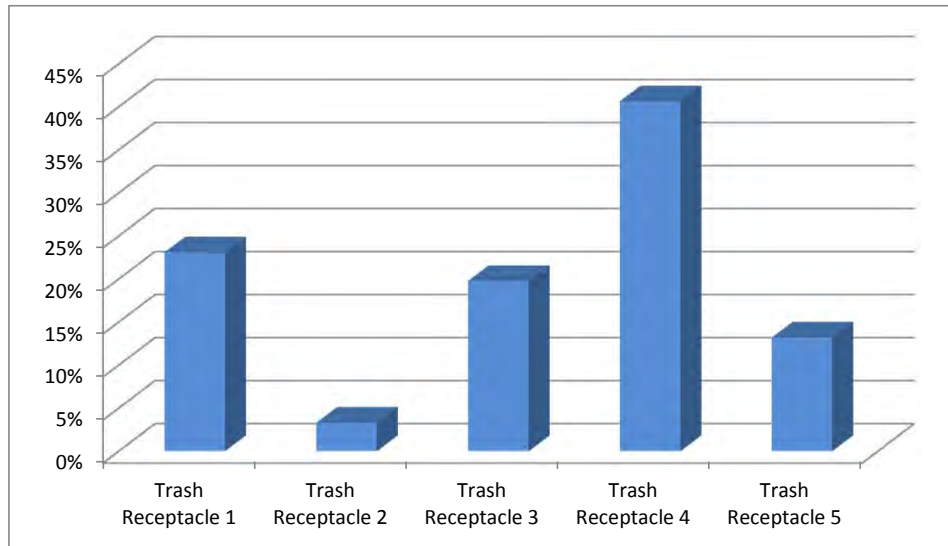
10. For the Bike Rack Options, which option do you like the best? (Multiple Choice)

Responses		
	Percent	Count
Bike Rack 1	5%	4
Bike Rack 2	24%	20
Bike Rack 3	28%	23
Bike Rack 4	7%	6
Bike Rack 5	36%	30
Totals	100%	83



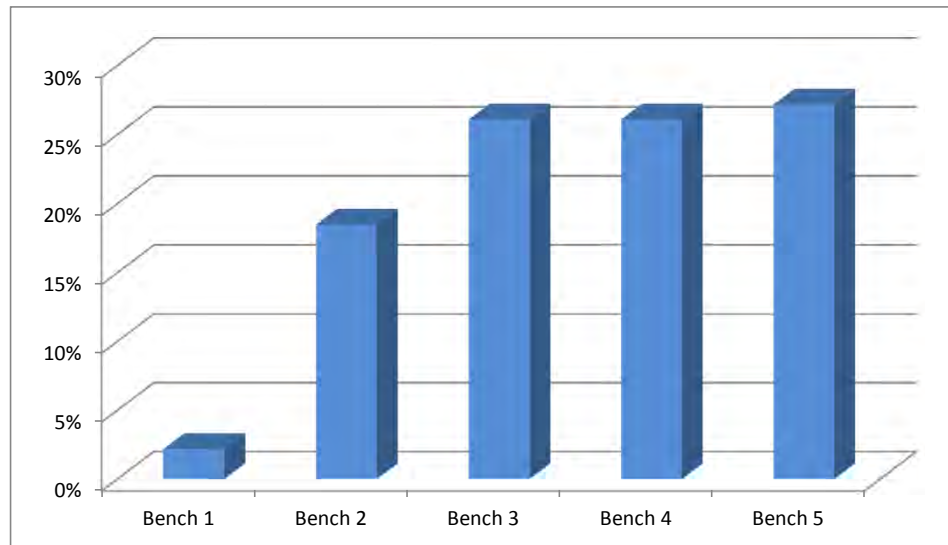
11. For the Trash Receptacle Options, which option do you like the best? (Multiple Choice)

Responses		
	Percent	Count
Trash Receptacle 1	23%	21
Trash Receptacle 2	3%	3
Trash Receptacle 3	20%	18
Trash Receptacle 4	41%	37
Trash Receptacle 5	13%	12
Totals	100%	91



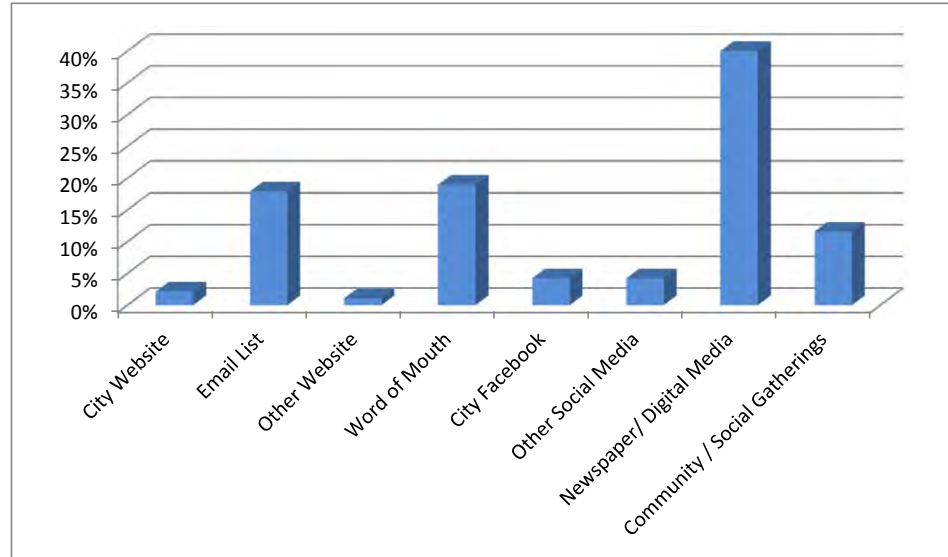
12. For the Bench Options, which option do you like the best? (Multiple Choice)

Responses		
	Percent	Count
Bench 1	2%	2
Bench 2	18%	17
Bench 3	26%	24
Bench 4	26%	24
Bench 5	27%	25
Totals	100%	92



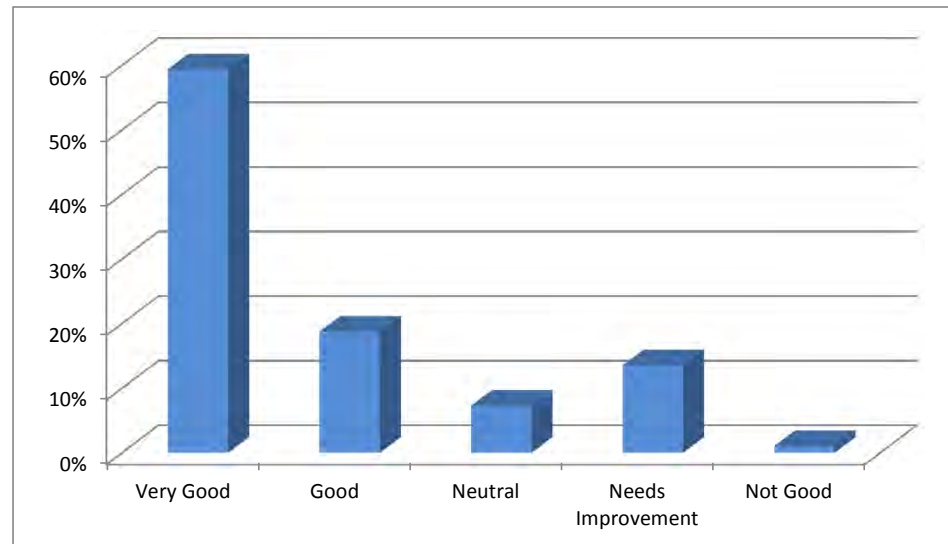
13. In the commitment to keep you informed, how did you hear about this meeting? (Multiple Choice)

Responses		
	Percent	Count
City Website	2%	2
Email List	18%	17
Other Website	1%	1
Word of Mouth	19%	18
City Facebook	4%	4
Other Social Media	4%	4
Newspaper/ Digital Media	40%	38
Community / Social Gatherings	12%	11
Totals	100%	95



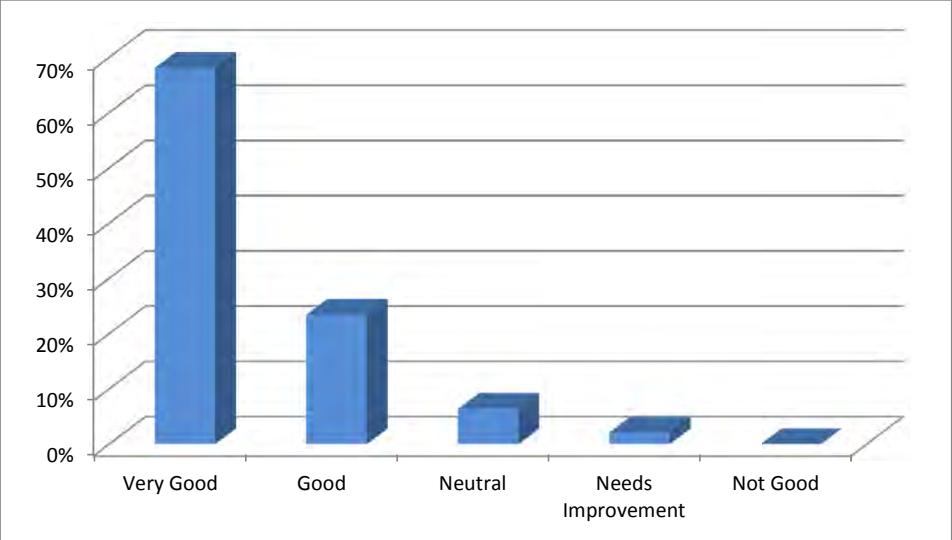
14. How would you rate the City's efforts to keep the community engaged? (Multiple Choice)

Responses		
	Percent	Count
Very Good	59%	57
Good	19%	18
Neutral	7%	7
Needs Improvement	14%	13
Not Good	1%	1
Totals	100%	96



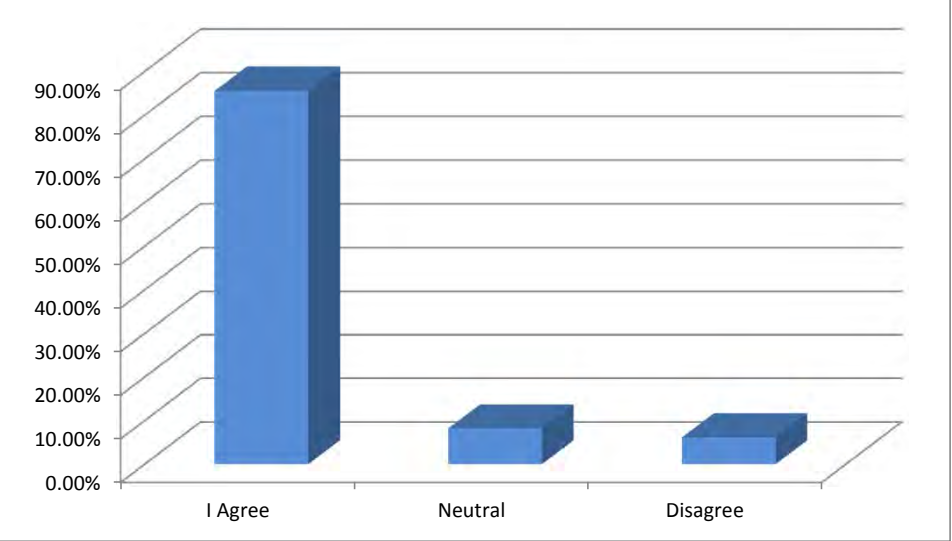
15. How would you rate the information presented today? (Multiple Choice)

Responses		
	Percent	Count
Very Good	68%	64
Good	23%	22
Neutral	6%	6
Needs Improvement	2%	2
Not Good	0%	0
Totals	100%	94



16. While you may not agree with the results of this meeting regarding theming, do you feel this process is heading in the right direction? (Multiple Choice)

Responses		
	Percent	Count
I Agree	85.57%	83
Neutral	8.25%	8
Disagree	6.19%	6
Totals	100%	97



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

Date Submitted: June 25, 2015

Meeting Date: July 8, 2015

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: Information regarding the Fiscal Year (FY) 2015-2016 Regional Transportation Commission (RTC) work program.

Staff Summary: Staff will inform the RTC on the projects contained within the FY 2015-2016 work program.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: Staff is in the process of completing a slurry project begun in 2014 and is moving forward with additional street projects. While the pavement management system being developed by the University of Nevada is not complete, staff did have the benefit of preliminary findings while selecting projects.

- Little Lane roadway reconstruction between Saliman Road and Janas Way bid anticipated to be awarded in July.
- Slurry seal program completion in the end of July on various roads including portions of Roop Street, Darla Way, Anderson Street, Roland Street, Arthur Drive, Center Drive, and the Corporate yard.
- Division Street roadway reconstruction between King Street and Fifth Street anticipated Fall 2015.
- Airport Road roadway reconstruction between U.S. Hwy 50 and Woodside Drive anticipated for Spring 2016.

In September 2015, staff will report back to the RTC regarding the additional sales tax funding to be available for streets projects related to customer concerns and requests.

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

Fiscal Impact: Little Lane bid \$277,000 and Division Street reconstruction estimated at \$320,000

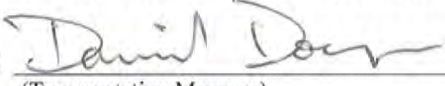
Explanation of Impact: N/A

Funding Source: RTC and Streets funds funded by gas and sales taxes.

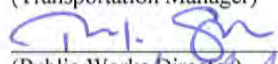
Alternatives: N/A

Supporting Material: N/A


Prepared By: Patrick Pittenger, Transportation Manager

Reviewed By: 
(Transportation Manager)

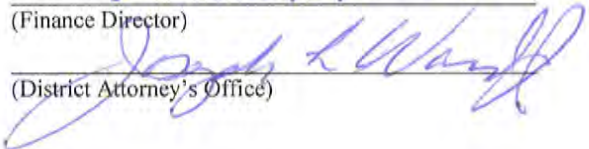
Date: 6/29/15


(Public Works Director)

Date: 6/20/15


(Finance Director)

Date: 6/29/15


(District Attorney's Office)

Date: 6/29/15



**ROOP ST
ROBINSON ST TO
BEVERLY DR
12,972 SY
MICRO**

**DARLA WY
4,277 SY
MICRO**

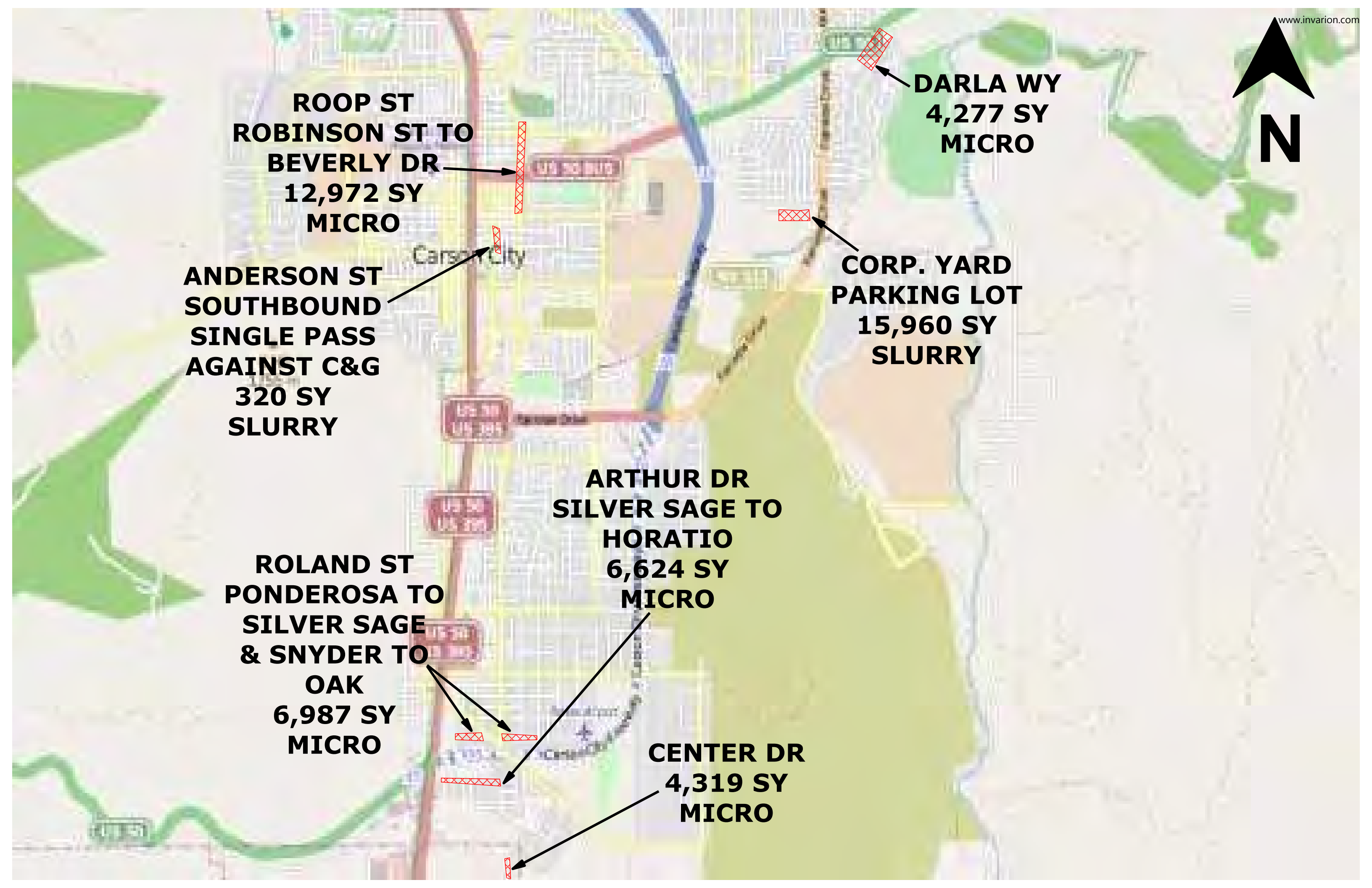
**ANDERSON ST
SOUTHBOUND
SINGLE PASS
AGAINST C&G
320 SY
SLURRY**

**CORP. YARD
PARKING LOT
15,960 SY
SLURRY**

**ARTHUR DR
SILVER SAGE TO
HORATIO
6,624 SY
MICRO**

**ROLAND ST
PONDEROSA TO
SILVER SAGE
& SNYDER TO
OAK
6,987 SY
MICRO**

**CENTER DR
4,319 SY
MICRO**



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

Date Submitted: June 24, 2015

Meeting Date: July 8, 2015
Labor Commissioner PWP # CC-2015-208

To: Regional Transportation Commission
From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-183, "Little Lane Street Improvement Project" for a bid amount of \$234,000, plus a contingency amount of \$23,400, for a total not to exceed price of \$257,400 to be funded from the Streets Maintenance Fund, Street Repair account as provided in FY 2015/2016 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the Little Lane Street Improvement Project. Project consists of removing the existing asphalt and base/subgrade on Little Lane between Janas Way and Saliman and constructing a new 4" AC on 8" type 2 base roadway section. This project also includes removal and replacement of existing non-compliant access ramps as well as adjusting utilities, striping the road, and extending a storm drain pipe. The project includes all common phases of construction customarily associated with this type of project.

Type of Action Requested: (check one)

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

Recommended Commission Action: I move to determine that A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-183, "Little Lane Street Improvement Project" for a bid amount of \$234,000, plus a contingency amount of \$23,400, for a total not to exceed price of \$257,400 to be funded from the Street Maintenance Fund, Street Repair account as provided in FY 2015/2016 budget.

Explanation for Recommended Commission Action: *NOTICE TO CONTRACTORS* were distributed on May 29, 2015 and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on May 29, 2015. The bids were opened at approximately 11:10 a.m. on June 22, 2015 at 201 North Carson Street, Carson City, Nevada 89701.

Present during the bid opening were: Darcy Carpenter, Sierra Nevada Construction; Jeff Quilicy, A&K Earth Movers; Ric Garcia, Don Garcia Excavating; Bob Infantino, Desert Engineering; Rick Cooley, Darren Anderson, Kate Allen, and Kaitlyn Panos from Public Works, and Sheri Russell, Purchasing and Contracts Department.

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

Name of Bidder	Total Bid
A & K Earth Movers, Inc.	\$234,000.00
Sierra Nevada Construction, Inc.	\$258,007.00
Don Garcia Excavating & Paving, Inc.	\$261,916.00
Desert Engineering	\$277,885.16

Staff recommends award to A & K Earth Movers, 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: \$250,000

Fiscal Impact: Not to exceed \$257,400

Explanation of Impact: If approved the below referenced account could be decreased by \$234,000, plus a contingency of \$23,400, for a not to exceed amount of \$257,400.

Funding Source: Streets Maintenance Fund – Street Repair account number 256-3038-431.04-80 for \$234,000, plus a contingency of \$23,400, for a not to exceed amount of \$257,400. Current budgeted in FY 2015/2016 is \$459,006.

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. 1415-183, and Bid Response.

Prepared By: Sheri Russell, Accounting Manager

Reviewed By: Paul Dwyer
(Transportation Manager)

Date: 6/29/15

Tim J.
(Public Works Director)

Date: 6/29/15

Michelle Palatis
(Finance Director)

Date: 6/29/15

Joseph L. Wood
(District Attorney's Office)

Date: 6/29/15

Commission Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Little Lane Street Improvement Project

Contract No.: 1415-183

THIS CONTRACT made and entered into this 8th day of July, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Diversified Striping System, 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 contract (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. 1415-183, titled Little Lane Street Improvement Project (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.1415-169 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/Index.aspx?page=998>.

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

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Little Lane Street Improvement Project

Contract No.: 1415-183

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its 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:

Scott R Hiatt, V.P. Engineering Manager
A & K Earth Movers, Inc.
515 Windmill Drive
Fallon, NV 89406
(775) 825-1636 / Fax: (775) 825-6171
email: shiatt@akearthmovers.com

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

Carson City Purchasing and Contracts Department
Sheri Russell, Accounting Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7222 / FAX 775-887-2107
SRussell@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Little Lane Street Improvement Project

Contract No.: 1415-183

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Thirty Four Thousand Dollars and 00/100 (\$234,000.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Little Lane Street Improvement Project

Contract No.: 1415-183

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Little Lane Street Improvement Project

Contract No.: 1415-183

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Little Lane Street Improvement Project

Contract No.: 1415-183

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Little Lane Street Improvement Project

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

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13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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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**, **CITY**, 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 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:

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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.

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort 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 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.

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

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit 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 NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

16. **BUSINESS LICENSE:**

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

16.2 The Carson City business license shall continue in force until the 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 NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors 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).

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25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City 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 **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.

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31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Finance Director
Attn: Sheri Russell, Accounting Manager
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7222
Fax: 775-887-2107
SRussell@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nick Providenti, Finance Director

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

Account # 256-3038-431.04-80
Project # N/A
Amount \$ 234,000

By: _____

Dated _____

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

CONTRACTOR

BY: Scott R. Hiatt

TITLE: V.P. Engineering Manager

FIRM: A & K Earth Movers, Inc.

CARSON CITY BUSINESS LICENSE #: 15-4382

NEVADA CONTRACTOR'S LICENSE #: 0024548

Address: 515 Windmill Drive

City: Fallon **State:** NV **Zip Code:** 89406

Telephone: (775) 825-1636 **FAX:** (775) 825-6171

E-mail Address: shiatt@akearthmovers.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)**ss**

County of _____)

Signed and sworn (or affirmed before me on this _____ day 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 July 8, 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-183** and titled **Little Lane Street Improvement Project**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 8th day of July, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 8th day of July, 2015.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: Little Lane Street Improvement Project

Contract No.: 1415-183

PERFORMANCE BOND

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

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1415-183** and titled **Little Lane Street Improvement Project** hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1415-183** and titled **Little Lane Street Improvement Project** in accordance with drawings and
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

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

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

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7222

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

Notice to Contractors Bid# 1415-183 Little Lane Street Improvement Project

Date and Time of Opening: June 22, 2015 @ 11:10 a.m.

Description			Bidder # 1		Bidder # 2		Bidder #3		
			A&K Earth Movers, Inc.		Sierra Nevada Construction, Inc.		Don Garcia Excavating & Paving, Inc.		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums			0		0		0		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization and Clean-Up	1	LS	\$12,140.00	\$12,140.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
2	Traffic Control	1	LS	\$5,500.00	\$5,500.00	\$7,087.00	\$7,087.00	\$5,000.00	\$5,000.00
3	Surveying	1	LS	\$1,100.00	\$1,100.00	\$4,100.00	\$4,100.00	\$4,200.00	\$4,200.00
4	Over Excavation of Unsuitable Materials	100	CY	\$65.00	\$6,500.00	\$50.00	\$5,000.00	\$25.00	\$2,500.00
5	Remove Existing PCC Sidewalk, Curb, Gutter, and Ramps	940	SF	\$8.00	\$7,520.00	\$9.50	\$8,930.00	\$3.50	\$3,290.00
6	Type 1 PCC Curb and Gutter	35	LF	\$60.00	\$2,100.00	\$40.00	\$1,400.00	\$64.00	\$2,240.00
7	Type A PCC Sidewalk (4" concrete on 4" aggregate base)	130	SF	\$21.00	\$2,730.00	\$17.00	\$2,210.00	\$18.00	\$2,340.00
8	PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	950	SF	\$22.00	\$20,900.00	\$22.00	\$20,900.00	\$20.00	\$19,000.00
9	Mill and Offhaul Existing Asphalt and Base/Subgrade	39,800	SF	\$0.70	\$27,860.00	\$0.65	\$25,870.00	\$0.97	\$38,606.00
10	4" Plantmix Pavement Type 3 Agg., NV 64-28 on 8" Aggregate Base	42,600	SF	\$3.25	\$138,450.00	\$3.60	\$153,360.00	\$3.90	\$166,140.00
11	Adjust Existing Valve Can to Grade	3	EA	\$525.00	\$1,575.00	\$900.00	\$2,700.00	\$450.00	\$1,350.00
12	Adjust Existing Manhole Frame and Cover to Grade	3	EA	\$725.00	\$2,175.00	\$1,200.00	\$3,600.00	\$700.00	\$2,100.00
13	Extend 15" Storm Drain	1	LS	\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00
14	Relocate Existing Street Sign	1	EA	\$250.00	\$250.00	\$350.00	\$350.00	\$150.00	\$150.00
15	Removal and Restoration of Existing Site Improvements	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
16	Striping	1	LS	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00
17	Total Base Bid Price (Schedule A)				\$234,000.00		258,007.00		261,916.00
Total Bid Price written in words? y/n				N		Y		Y	
Bidder Information provided? y/n				Y		Y		Y	
Sub Contractors listed? y/n or none				1 (5%), 4 (1%) & 1 (Other)		2 (5%), 2 (1%) & 0 (Other)		2 (5%), 0 (1%) & 2 (Other)	
Bid Document executed? y/n				Y		Y		Y	
END OF DOCUMENT									

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7222

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

Notice to Contractors Bid# 1415-183 Little Lane Street Improvement Project

Date and Time of Opening: June 22, 2015 @ 11:10 a.m.

Description			Bidder # 4		Bidder # 5		Bidder #6	
			Desert Engineering					
BONDING Provided, \$, %, or no			5%					
BIDDER acknowledges receipt addendums			0					
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Mobilization, Demobilization and Clean-Up	1	LS	\$13,000.00	\$13,000.00		\$0.00	\$0.00
2	Traffic Control	1	LS	\$4,209.00	\$4,209.00		\$0.00	\$0.00
3	Surveying	1	LS	\$1,955.00	\$1,955.00		\$0.00	\$0.00
4	Over Excavation of Unsuitable Materials	100	CY	\$18.00	\$1,800.00		\$0.00	\$0.00
5	Remove Existing PCC Sidewalk, Curb, Gutter, and Ramps	940	SF	\$3.51	\$3,299.40		\$0.00	\$0.00
6	Type 1 PCC Curb and Gutter	35	LF	\$35.71	\$1,249.85		\$0.00	\$0.00
7	Type A PCC Sidewalk (4" concrete on 4" aggregate base)	130	SF	\$11.54	\$1,500.20		\$0.00	\$0.00
8	PCC Pedestrian Ramp with Detectable Warning Plate (4" Conc. On 4" Base)	950	SF	\$16.32	\$15,504.00		\$0.00	\$0.00
9	Mill and Offhaul Existing Asphalt and Base/Subgrade	39,800	SF	\$0.69	\$27,462.00		\$0.00	\$0.00
10	4" Plantmix Pavement Type 3 Agg., NV 64-28 on 8" Aggregate Base	42,600	SF	\$4.66	\$198,516.00		\$0.00	\$0.00
11	Adjust Existing Valve Can to Grade	3	EA	\$450.00	\$1,350.00		\$0.00	\$0.00
12	Adjust Existing Manhole Frame and Cover to Grade	3	EA	\$500.00	\$1,500.00		\$0.00	\$0.00
13	Extend 15" Storm Drain	1	LS	\$1,995.00	\$1,995.00		\$0.00	\$0.00
14	Relocate Existing Street Sign	1	EA	\$500.00	\$500.00		\$0.00	\$0.00
15	Removal and Restoration of Existing Site Improvements	1	LS	\$1,120.00	\$1,120.00		\$0.00	\$0.00
16	Striping	1	LS	\$3,000.00	\$3,000.00		\$0.00	\$0.00
17	Total Base Bid Price (Schedule A)				\$277,960.45		-	-
Calculation ERRORS					\$277,885.16			
Total Bid Price written in words? y/n								
				Y				
Bidder Information provided? y/n								
				Y				
Sub Contractors listed? y/n or none								
				1 (5%), 4 (1%) & 1 (Other)				
Bid Document executed? y/n								
				Y				
END OF DOCUMENT								

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

Date Submitted: June 24, 2015

Meeting Date: July 8, 2015
Labor Commissioner PWP # CC-2015-144

To: Regional Transportation Commission
From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-136, "East William Street Shared Use Path Project" for a bid amount of \$218,445, plus a contingency amount of \$21,845, for a total not to exceed price of \$240,290 to be funded from the Regional Transportation 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 East William Street Shared Use Path Project. Project consists of constructing approximately 12,500 square feet of concrete path, curb and gutter, asphalt concrete patch, drainage pipe, electrical conduit, ramps, striping, and signage. The project includes all common phases of construction customarily associated with this type of project.

Type of Action Requested: (check one)

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

Recommended Commission Action: I move to determine that A & K Earth Movers, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-136, "East William Street Shared Use Path Project" for a bid amount of \$218,445, plus a contingency amount of \$21,845, for a total not to exceed price of \$240,290 to be funded from the Regional Transportation Fund, Capital Projects/Construction account as provided in FY 2014/2015 budget.

Explanation for Recommended Commission Action: **NOTICE TO CONTRACTORS** were distributed on May 26, 2015 and the **NOTICE TO CONTRACTORS** was published in the Nevada Appeal on May 26, 2015. The bids were opened at approximately 10:10 a.m. on June 16, 2015 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Jeff Quilicy, A&K Earth Movers; Ryan Coons, Coons Construction, LLC; and Sheri Russell, Purchasing and Contracts Department.

Bids were received from the following bidders. Please refer to the **BID TABULATION** for specifics. (Adjusted Bid Removes Items 3, 4 and 5)

Name of Bidder	Total Bid	Adjusted Bid
Coons Construction, LLC	\$242,804.50	\$214,446.50
A&K Earth Movers, Inc.	\$247,000.00	\$218,445.00

Staff recommends award to A & K Earth Movers, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338. Coons Construction did not show a Good Faith Effort meeting the Disadvantaged Business Entity Requirements and is deemed non-responsive. NDOT Staff has reviewed the bid and DBE documents and concurs with City's Staff recommendation.

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

Engineers Estimate: \$162,000

Fiscal Impact: Not to exceed \$240,290

Explanation of Impact: If approved the below referenced account could be decreased by \$218,445, plus a contingency of \$21,845, for a not to exceed amount of \$240,290.

Funding Source: Regional Transportation Fund, Capital Projects/Construction account number 250-3035-431.70-40, project #031403 for \$218,445, plus a contingency of \$21,845, for a not to exceed amount of \$240,290. 95% funded by grant proceeds from the Federal Highway Administration, with a 5% City Match.

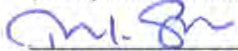
Alternatives: Determine another bidder is the lowest responsive and responsible bidder pursuant to NRS Chapter 338 or do not award the contract.

Supporting Material: Bid Tabulation Report, Contract No. 1415-136, and Bid Response.

Prepared By: Sheri Russell, Accounting Manager

Reviewed By: 
(Transportation Manager)


Date: 6/29/15


(Public Works Director)

Date: 6/29/15


(Finance Director)

Date: 6/29/15


(District Attorney's Office)

Date: 6/29/15

Commission Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: East William Street Shared Use Path Project

Contract No.: 1415-136

THIS CONTRACT made and entered into this 8th day of July, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and A & K Earth Movers, 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 contract (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. 1415-136**, titled **East William Street Shared Use Path Project** (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.1415-169 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/Index.aspx?page=998>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as Exhibit A, are incorporated herein and made a part of this Contract. (Notice of Award refers to Bid Items 1 thru 24, excluding items 3, 4 and 5.)

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: East William Street Shared Use Path Project

Contract No.: 1415-136

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its 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:

Scott R Hiatt, V.P. Engineering Manager
A & K Earth Movers, Inc.
515 Windmill Drive
Fallon, NV 89406
(775) 825-1636 / Fax: (775) 825-6171
email: shiatt@akearthmovers.com

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

Carson City Purchasing and Contracts Department
Sheri Russell, Accounting Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7222 / FAX 775-887-2107
SRussell@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: East William Street Shared Use Path Project

Contract No.: 1415-136

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Eighteen Thousand Four Hundred Forty Five Dollars and 00/100 (\$218,445.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: East William Street Shared Use Path Project

Contract No.: 1415-136

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: East William Street Shared Use Path Project

Contract No.: 1415-136

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to **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**.

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending

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claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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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**, **CITY**, 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 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.

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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.

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort 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 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.

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15.22.5 A certified copy of this policy may be required.

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

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit 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 NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

16. **BUSINESS LICENSE:**

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

16.2 The Carson City business license shall continue in force until the 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 NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors 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).

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Contract No.: 1415-136

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City 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 **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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: East William Street Shared Use Path Project

Contract No.: 1415-136

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Finance Director
Attn: Sheri Russell, Accounting Manager
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7222
Fax: 775-887-2107
SRussell@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nick Providenti, Finance Director

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

Account # 256-3038-431.04-80
Project # N/A
Amount \$ 234,000

By: _____

Dated _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: East William Street Shared Use Path Project

Contract No.: 1415-136

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

CONTRACTOR

BY: Scott R. Hiatt

TITLE: V.P. Engineering Manager

FIRM: A & K Earth Movers, Inc.

CARSON CITY BUSINESS LICENSE #: 15-4382

NEVADA CONTRACTOR'S LICENSE #: 0024548

Address: 515 Windmill Drive

City: Fallon **State:** NV **Zip Code:** 89406

Telephone: (775) 825-1636 **FAX:** (775) 825-6171

E-mail Address: shiatt@akearthmovers.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: East William Street Shared Use Path Project

Contract No.: 1415-136

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 8, 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-136** and titled **East William Street Shared Use Path Project**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission for Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 8th day of July, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 8th day of July, 2015.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: East William Street Shared Use Path Project

Contract No.: 1415-136

PERFORMANCE BOND

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

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1415-136** and titled **East William Street Shared Use Path Project** hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1415-136** and titled **East William Street Shared Use Path Project** in accordance with drawings
and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

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

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

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7222

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

Notice to Contractors Bid# 1415-136 East William Street Shared use Path Project

Date and Time of Opening: June 16, 2015 @ 10:10 a.m.

Description			Bidder # 1		Bidder # 2		Bidder #3	
			Coons Construction, LLC		A&K Earth Movers, Inc.			
BONDING Provided, \$, %, or no			5%		5%			
BIDDER acknowledges receipt addendums			0		0			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Mobilization, Erosion Protection, Demobilization and Clean-up	1	Lump Sum	\$22,000.00	\$22,000.00	\$14,822.00	\$14,822.00	\$0.00
2	Remove Existing Path, Curb, Asphalt Concrete, Landscaping and Material, Grading & Restore	1	Lump Sum	\$15,000.00	\$15,000.00	\$18,547.00	\$18,547.00	\$0.00
3	2" PVC Electrical Conduit & Sweeps	1440	LF	\$13.20	\$19,008.00	\$12.00	\$17,280.00	\$0.00
4	2" PVC Electrical Conduit installed w/ Directional boring	200	LF	\$35.50	\$7,100.00	\$34.50	\$6,900.00	\$0.00
5	Electrical Junction Box	5	Each	\$450.00	\$2,250.00	\$875.00	\$4,375.00	\$0.00
6	4" Irrigation Sleeves	160	LF	\$7.20	\$1,152.00	\$23.00	\$3,680.00	\$0.00
7	18" RCP Storm Drain Pipe	336	LF	\$58.00	\$19,488.00	\$97.00	\$32,592.00	\$0.00
8	8" PVC SDR 26 Pipe	60	LF	\$48.00	\$2,880.00	\$56.00	\$3,360.00	\$0.00
9	4" PVC SDR 26 Pipe	50	LF	\$17.00	\$850.00	\$53.00	\$2,650.00	\$0.00
10	Storm Drain Manhole	1	Each	\$3,570.00	\$3,570.00	\$4,500.00	\$4,500.00	\$0.00
11	24" x 24" Drop Inlet (Junction Box)	1	Each	\$1,500.00	\$1,500.00	\$6,100.00	\$6,100.00	\$0.00
12	Yard Drains	2	Each	\$900.00	\$1,800.00	\$1,150.00	\$2,300.00	\$0.00
13	Linear Surface Drains	40	LF	\$100.00	\$4,000.00	\$222.00	\$8,880.00	\$0.00
14	Raise Drop Inlet to Finished Grade	1	Lump Sum	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
15	4" PCC Path on 4" Aggregate Base	12,500	SF	\$6.15	\$76,875.00	\$4.22	\$52,750.00	\$0.00
16	6" PCC Path on 4" Aggregate Base at Driveways	260	SF	\$17.00	\$4,420.00	\$10.00	\$2,600.00	\$0.00
17	2' x 2' Detectable Warning Plates (312 SF)	78	Each	\$88.00	\$6,864.00	\$200.00	\$15,600.00	\$0.00
18	New PCC Curb, Gutter and/or Spandrel	500	Square Feet	\$17.55	\$8,775.00	\$10.00	\$5,000.00	\$0.00
19	Stamped & Colored PCC Driveway Replacement	450	Square Feet	\$15.55	\$6,997.50	\$13.00	\$5,850.00	\$0.00
20	Raise (3) Telephone Manhole/Vaults Covers to Finished Grade	1	Lump Sum	\$675.00	\$675.00	\$900.00	\$900.00	\$0.00
21	Raise Water Valve Box	1	Each	\$125.00	\$125.00	\$500.00	\$500.00	\$0.00
22	Earthwork & Finish Grading	1	Lump Sum	\$10,000.00	\$10,000.00	\$14,064.00	\$14,064.00	\$0.00
23	Plantmix Bituminous Pavement Patch, Type 3 Aggregate, PG 64-22 w/Lime, 4 inches thick on 8 inches Type 2 Aggregate Base	2,500	SF	\$7.45	\$18,625.00	\$6.50	\$16,250.00	\$0.00
24	Traffic Signs and Striping	1	Lump Sum	\$6,850.00	\$6,850.00	\$5,500.00	\$5,500.00	\$0.00
25	Total Bid Price (Schedule A)				\$242,804.500		\$247,000.000	\$0.000
Total Bid Price written in words? y/n				Y		Y		
Bidder Information provided? y/n				Y		Y		
Sub Contractors listed? y/n or none				3 (5%), 1 (1%), & 5 (Other)		1 (5%), 4 (1%), & 1 (Other)		
DBE Forms Completed				Y		Y		
Bid Document executed? y/n				Y		Y		
END OF DOCUMENT								

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

Date Submitted: June 24, 2015

Meeting Date: July 8, 2015
Labor Commissioner PWP # CC-2015-204

To: Regional Transportation Commission
From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that Diversified Striping Systems, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-179, "2015 Long Line Striping Program" for a bid amount of \$128,810, plus a contingency amount of \$12,881, for a total not to exceed price of \$141,691 to be funded from the Streets Maintenance Fund, Long Line Striping account as provided in FY 2015/2016 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary for the 2015 Long Line Striping Program. Project consists of placing approximately 1,087,000 linear feet of painted pavement markings using Nevada Type II water based paint, removal of approximately 4,200 linear feet of existing painted pavement markings prior to restriping, sand sealing if necessary, layout, traffic control, and all other incidentals need to complete project. The project includes all common phases of construction customarily associated with this type of project.

Type of Action Requested: (check one)

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

Recommended Commission Action: I move to determine that Diversified Striping Systems, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1415-179, "2015 Long Line Striping Program" for a bid amount of \$128,810, plus a contingency amount of \$12,881, for a total not to exceed price of \$141,691 to be funded from the Street Maintenance Fund, Long Line Striping account as provided in FY 2015/2016 budget.

Explanation for Recommended Commission Action: *NOTICE TO CONTRACTORS* were distributed on May 26, 2015 and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on May 26, 2015.

The bids were opened at approximately 4:10 p.m. on June 18, 2015 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Joe

Mummy, Intermountain Slurry Seal, Inc; John Platt and Rick Cooley from Public Works, and Sheri Russell, Purchasing and Contracts Department.

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

Name of Bidder	Total Bid
Diversified Striping Systems, Inc.	\$128,810.00
Intermountain Slurry Seal, Inc.	\$148,261.25

Staff recommends award to Diversified Striping Systems 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: \$136,000.00

Fiscal Impact: Not to exceed \$141,691

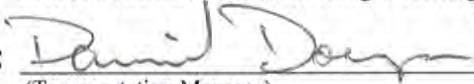
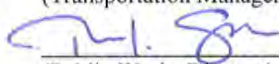
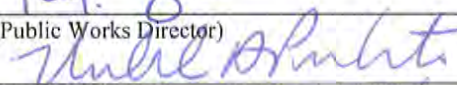
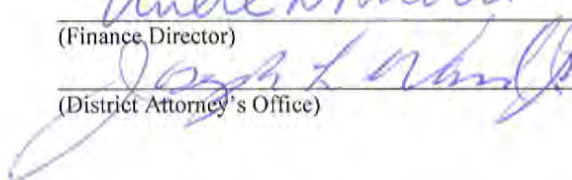
Explanation of Impact: If approved the below referenced account could be decreased by \$128,810, plus a contingency of \$12,881, for a not to exceed amount of \$141,691.

Funding Source: Streets Maintenance Fund – Long Line Striping account number 256-3038-431.04-88 for \$128,810, plus a contingency of \$12,881, for a not to exceed amount of \$141,691. Current budgeted in FY 2015/2016 is \$149,942.

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. 1415-179, and Bid Response.

Prepared By: Sheri Russell, Accounting Manager

Reviewed By: 
(Transportation Manager)

(Public Works Director)

(Finance Director)

(District Attorney's Office)

Date: 6/29/15

Date: 6/29/15

Date: 6/29/15

Date: 6/27/15

Commission Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: 2015 Long Line Striping Program

Contract No.: 1415-179

THIS CONTRACT made and entered into this 8th day of July, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Diversified Striping System, 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 contract (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. 1415-179**, titled **2015 Long Line Striping Program** (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.1415-169 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://www.carson.org/Index.aspx?page=998>.

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

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: 2015 Long Line Striping Program

Contract No.: 1415-179

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

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

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

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

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its 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:

Jeff Wood, General Manager
Diversified Striping Systems, Inc.
3165 South 300 West
Salt Lake City, UT 84115
(801) 487-4043/ Fax: (801) 487-7069
email: jwood@dss-nv.com

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

Carson City Purchasing and Contracts Department
Sheri Russell, Accounting Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7222 / FAX 775-887-2107
SRussell@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: 2015 Long Line Striping Program

Contract No.: 1415-179

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Twenty Eight Thousand Eight Hundred Ten Dollars and 00/100 (\$128,810.00).

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

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

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

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

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

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

6.2 Termination for Nonappropriation:

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

6.3 Cause Termination for Default or Breach:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Time to Correct (Declared Default or Breach):

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

6.6 Winding Up Affairs Upon Termination:

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

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

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

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

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

6.7 Notice of Termination:

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

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

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

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

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

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

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

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

(1) The name of the worker;

(2) The occupation of the worker;

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

8. FAIR EMPLOYMENT PRACTICES:

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

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

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

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9. PREFERENTIAL EMPLOYMENT:

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

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

10. REMEDIES:

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

11. LIMITED LIABILITY:

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

12. FORCE MAJEURE:

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

13. INDEMNIFICATION:

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

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

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

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13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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

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

14. **INDEPENDENT CONTRACTOR:**

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

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

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

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

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

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

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

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

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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**, **CITY**, 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 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:

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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 **Section 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.

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort 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 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.

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

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit 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 NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

16. **BUSINESS LICENSE:**

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

16.2 The Carson City business license shall continue in force until the 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 NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

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

20. **ASSIGNMENT / DELEGATION:**

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

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

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: 2015 Long Line Striping Program

Contract No.: 1415-179

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

23. CONFIDENTIALITY:

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

24. FEDERAL FUNDING:

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

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

24.1.2 **CONTRACTOR** and its subcontractors 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).

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: 2015 Long Line Striping Program

Contract No.: 1415-179

25. LOBBYING:

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

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

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

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

26. GENERAL WARRANTY:

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

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City 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 **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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: 2015 Long Line Striping Program

Contract No.: 1415-179

31. ACKNOWLEDGMENT AND EXECUTION:

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

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Finance Director
Attn: Sheri Russell, Accounting Manager
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7222
Fax: 775-887-2107
SRussell@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nick Providenti, Finance Director

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

Account # 256-3038-431.04-88
Project # N/A
Amount \$ 149,942 (Available)

By: _____

Dated _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: 2015 Long Line Striping Program

Contract No.: 1415-179

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

CONTRACTOR

BY: Jeff Wood

TITLE: General Manager

FIRM: Diversified Striping Systems, Inc.

CARSON CITY BUSINESS LICENSE #: 15-00029709

NEVADA CONTRACTOR'S LICENSE #: 0076197

Address: 3165 South 300 West

City: Salt Lake City **State:** UT **Zip Code:** 84115

Telephone: (801) 487-4043 **FAX:** (801) 487-4069

E-mail Address: jwood@dss-nv.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: 2015 Long Line Striping Program

Contract No.: 1415-179

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of June 10, 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1415-179** and titled **2015 Long Line Striping Program**. 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

BRAD BONKOWSKI, CHAIRPERSON

DATED this 8th day of July, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 8th day of July, 2015.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Title: 2015 Long Line Striping Program

Contract No.: 1415-179

PERFORMANCE BOND

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

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

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1415-179** and titled **2015 Long Line Striping Program** hereof, and is hereinafter referred to as the Contract.

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

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

LABOR AND MATERIAL PAYMENT BOND

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

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

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1415-179** and titled **2015 Long Line Striping Program** in accordance with drawings and
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

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

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

Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7222

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

Notice to Contractors Bid# 1415-179 2015 Long Line Striping Program

Date and Time of Opening: June 18, 2015 @ 4:10 p.m.

Description			Bidder # 1		Bidder # 2		Bidder #3	
			Diversified Striping		Intermountain Slurry Seal, Inc.			
BONDING Provided, \$, %, or no			5%		5%			
BIDDER acknowledges receipt addendums			0		0			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Painted Pavement Marking 4-Inch Solid White Line	266,600	LF	\$0.10	\$26,660.00	\$0.10	\$25,327.00	\$0.00
2	Painted Pavement Marking 4-Inch Broken White Line	151,000	LF	\$0.10	\$15,100.00	\$0.06	\$9,060.00	\$0.00
3	Painted Pavement Marking 4-Inch Solid Yellow Line	36,000	LF	\$0.10	\$3,600.00	\$0.10	\$3,420.00	\$0.00
4	Painted Pavement Marking 4-Inch Broken Yellow	24,000	LF	\$0.10	\$2,400.00	\$0.06	\$1,440.00	\$0.00
5	Painted Pavement Marking 4-Inch Double Solid Yellow	215,250	LF	\$0.10	\$21,525.00	\$0.12	\$25,830.00	\$0.00
6	Painted Pavement Marking 4-Inch Solid Yellow with 4-Inch Broken Yellow	147,150	LF	\$0.10	\$14,715.00	\$0.11	\$15,450.75	\$0.00
7	Painted Pavement Marking 6-Inch Solid White Line	165,000	LF	\$0.10	\$16,500.00	\$0.11	\$17,325.00	\$0.00
8	Painted Pavement Marking 8-Inch Solid White Line	62,000	LF	\$0.10	\$6,200.00	\$0.11	\$6,820.00	\$0.00
9	Painted Pavement Marking 8-Inch Broken White	700	LF	\$0.10	\$70.00	\$0.11	\$77.00	\$0.00
10	Painted Pavement Marking 8-Inch Solid Yellow	1,400	LF	\$0.10	\$140.00	\$0.11	\$154.00	\$0.00
11	Painted Pavement Marking 4-Inch Mini Skip White	100	LF	\$0.10	\$10.00	\$0.06	\$6.00	\$0.00
12	Painted Pavement Marking 6-Inch Mini Skip White Line	14,100	LF	\$0.10	\$1,410.00	\$0.11	\$1,480.50	\$0.00
13	Painted Pavement Marking 8-Inch Mini Skip White	5,300	LF	\$0.10	\$530.00	\$0.11	\$583.00	\$0.00
14	Painted Pavement Marking 12-Inch Solid White Line	300	LF	\$1.00	\$300.00	\$0.13	\$39.00	\$0.00
15	Painted Pavement marking 12-Inch Solid Yellow Line	300	LF	\$1.00	\$300.00	\$0.13	\$39.00	\$0.00
16	Removal of Existing Striping	4,500	LF	\$2.05	\$9,225.00	\$1.38	\$6,210.00	\$0.00
17	Traffic Control	1	LS	\$10,125.00	\$10,125.00	\$35,000.00	\$35,000.00	\$0.00
18	Total Base Bid Price (Schedule A)				\$128,810.000		\$148,261.250	\$0.000
Total Bid Price written in words? y/n								
				Y		Y		
Bidder Information provided? y/n								
				Y		Y		
Sub Contractors listed? y/n or none								
				1(5%), 0(1%) & 0 (Other)		1(5%), 0(1%) & 0 (Other)		
Bid Document executed? y/n								
				Y		Y		
END OF DOCUMENT								

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

Date Submitted: June 24, 2015

Meeting Date: July 8, 2015

To: Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: Information on the award of a grant from the State of Nevada Aging and Disability Services Division.

Staff Summary: An Independent Living Grant application was submitted to the Aging and Disability Services Division (ADSD) in March 2015, and awarded in mid-June 2015. The grant award is in the amount of \$50,000 for the period July 1, 2015 to June 30, 2016, and will be used to underwrite the cost of the Senior Bus Pass Program, which provides unlimited rides to senior citizens (60+) on the JAC fixed-route system.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: Senior citizens represent nearly 40 percent of the total ridership on the JAC fixed-route system. It is estimated that JAC will continue to provide over 70,000 free trips for seniors alone in Fiscal Year 2016 (July 1, 2015 to June 30, 2016), as it has during the past several fiscal years with this program in place. This is a valuable service to the community, and staff is pleased to continue the program. Seniors may obtain a free bus pass at the Carson City Senior Center anytime throughout the Fiscal Year.

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

Fiscal Impact: N/A


Explanation of Impact: N/A

Funding Source: N/A

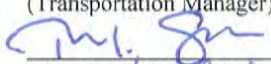
Alternatives: N/A

Supporting Material: N/A


Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: 
(Transportation Manager)

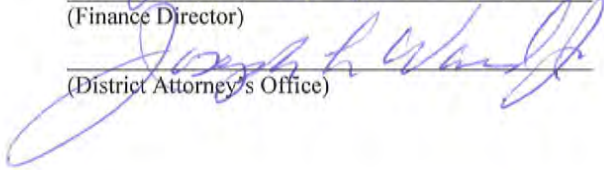
Date: 6/29/15


(Public Works Director)

Date: 6/29/15


(Finance Director)

Date: 6/29/15


(District Attorney's Office)

Date: 6/29/15

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

Date Submitted: June 24, 2015

Meeting Date: July 8 , 2015

To: Regional Transportation Commission
From: Purchasing and Contracts

Subject Title: For Possible Action: To approve Amendment No. 4 to Contract No. 0910-184 with RouteMatch Software, Inc. to request an extension of the time and value, representing an increase to the contract in an amount not to exceed \$70,965.40 through December 31, 2015 for the ongoing support and maintenance of the Automated Vehicle Location Mobile Data Communications module for JAC and JAC Assist.

Staff Summary: With the contract date set to expire and Staff considering a change in software providers, a time extension is required in order to allow sufficient time for any potential new provider to implement their system. The increase to the value of the contract will reflect this time extension.

Type of Action Requested: (check one)

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

Recommended Commission Action: I move to approve Amendment No. 4 to Contract No. 0910-184 with RouteMatch Software, Inc. to request an extension of the time and value, representing an increase to the contract in an amount not to exceed \$70,965.40 through December 31, 2015 for the ongoing support and maintenance of the Automated Vehicle Location Mobile Data Communications module for JAC and JAC Assist.

Explanation for Recommended Commission Action: On April 14, 2010, The Carson City Regional Transportation Commission (RTC) approved the above listed contract. On October 13, 2010 the Carson City RTC approved an amendment to the contract for the purchase of Automated Vehicle Location (AVL) Mobile Data Communications (MDC) module. On October 12, 2011 the Carson City RTC approved an amendment for the purchase of RouteMatch Software CA, RouteShout Smart Phone/SMS Text Traveler Information System and RouteMatch Fixed Route Web Portal. On February 12, 2014 the Carson City RTC approved an amendment for the purchase of an additional

AVL/MDC license along with the associated Annual Support and Maintenance. This request is to increase the contract in the amount of \$82,000 and through December 31, 2015, in order to allow Staff sufficient time to consider other options for this type of service, as well as to potentially implement one of these other options, at the same time providing for the ongoing maintenance and support to run the current system.

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

Fiscal Impact: \$70,965.40


Explanation of Impact: If approved the below referenced account could be decreased by an additional \$70,965.40. This amount will be reimbursed 50% with FTA 5307 funds.

Funding Source: 225-3026-430.03-09 Transit Professional Services Account.

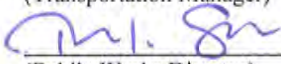
Alternatives: Provide other direction pursuant to Commission Action.

Supporting Material: Contract Amendment No. 4 and Federal Clauses.

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: 
(Transportation Manager)

Date: 6/29/15


(Public Works Director)

Date: 6/29/15


(Finance Director)

Date: 6/29/15


(District Attorney's Office)

Date: 6/29/15

Commission Action Taken:

Motion: _____

1) _____ Aye/Nay
2) _____

_____ (Vote Recorded By)



RouteMatch Software

Budget Proposal to:

City of Carson City

Submitted by:

Teague Kirkpatrick

RouteMatch Software

1675 Broadway St. Suite 1400

Denver, CO 80202

(303) 997-1507

www.routematch.com

June 25, 2015

1.0 BUDGET PROPOSAL

RouteMatch is pleased to provide this proposal to city of Carson City, Jump Around Carson. This proposal represents the Annual Support and Hosting fees through December 31, 2015.

Annual Fees	
Support & Maintenance	\$59,237.90

Annual Ongoing Fees – Through 2015	
12/14/12/15 RouteShout SMS Text – Invoice #19714	\$2,000.00
04/15-12/15 RouteShout Support – Invoice #20823	\$775.00
04/15-06/15 Hosting Fee – Invoice #20824	\$1,125.00
07/15-09/15 Hosting Fee – Invoice #21719	\$1,125.00
07/15-12/15 Fixed Route Support – Invoice #21696	\$4,640.00
10/15-12/15 Hosting Fee	\$1,125.00
10/15-12/15 Demand Annual Support	\$937.50
TOTAL	\$70,965.40

2.0 ACCEPTANCE PAGE

This proposal serves as an agreement for the above scope of services. This proposal is subject to the Hardware, Software License, and Service Agreement between RouteMatch Software Inc. and Carson City Transit. It will assume the terms and conditions as set forth in this executed contract. If accepted, please have an authorized official to sign and return. Upon receipt of the accepted quote, RouteMatch will authorize the below described product and/or services to be delivered to Carson City.

Authorized Signature

Date

Printed Name

Organization Name

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

Date Submitted: June 24, 2015

Meeting Date: July 8, 2015

To: Regional Transportation Commission

From: Graham Dollarhide, Transit Coordinator

Subject Title: For possible action: To approve the donation of Bus 4226, which has exceeded its useful life in transit service, to the Carson City Senior Center not before August 2015.

Staff Summary: With the recent acquisition of two replacement buses, it is now possible to retire two (2) of the older buses from the JAC fleet that have exceeded their useful life in transit service, one of which is being proposed for donation to the Senior Center.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: I move to approve the donation of Bus 4226, which has exceeded its useful life in transit service, to the Carson City Senior Center not before August 2015.

Explanation for Recommended Commission Action: This bus is rated by Federal Transit Administration (FTA) standards as a 5 year/150,000 mile vehicle, but has been in service for eight (8) years, and has thus exceeded its useful life in transit service.

When a grant recipient disposes of vehicles purchased with FTA assistance, FTA claims an interest in any remaining value exceeding \$5,000. However, we do not reasonably expect to recover more than \$4,000 for a bus of this type and age. Therefore, there is no longer any Federal interest in this vehicle, and Carson City may determine how to dispose of this property pursuant to NRS 244.1505.

With RTC approval, staff intends to donate Bus 4226 to the Carson City Senior Center no sooner than August 2015.

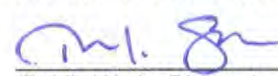
Applicable Statute, Code, Rule or Policy: FTA Circular 5010.1D, "Grant Management Requirements;" and NRS 244.1505.

Fiscal Impact: N/A
Explanation of Impact: N/A
Funding Source: N/A
Alternatives: N/A
Supporting Material: N/A

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: 
(Transportation Manager)


Date: 6/29/15


(Public Works Director)

Date: 6/23/15


(Finance Director)

Date: 6/29/15


(District Attorney's Office)

Date: 6/29/15

Commission Action Taken:

Motion: _____

- 1) _____ Aye/Nay
- 2) _____

_____ (Vote Recorded By)

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

Date Submitted: June 24, 2015

Meeting Date: July 8, 2015

To: Regional Transportation Commission

From: Graham Dollarhide, Transit Coordinator

Subject Title: Information on the donation of Bus 4228, which has exceeded its useful life in transit service, to an eligible governmental agency or non-profit organization following action by the RTC at its August 12, 2015 meeting.

Staff Summary: With the recent acquisition of two replacement buses, it is now possible to retire two (2) of the older buses from the JAC fleet that have exceeded their useful life in transit service, one of which is being proposed to advertise for donation.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: N/A

Explanation for Information Item: This bus is rated by Federal Transit Administration (FTA) standards as a 5 year/150,000 mile vehicle, but has been in service for eight (8) years, and has thus exceeded its useful life in transit service.

When a grant recipient disposes of vehicles purchased with FTA assistance, FTA claims an interest in any remaining value exceeding \$5,000. However, we do not reasonably expect to recover more than \$4,000 for a bus of this type and age. Therefore, there is no longer any Federal interest in this vehicle, and Carson City may determine how to dispose of this property pursuant to NRS 244.1505.

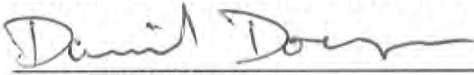
Staff intends to publicly advertise that Bus 4228 is available. Eligible governmental entities or 501(c)(3) non-profit agencies may submit a request for the vehicle, award of which will be at the discretion of the RTC. A letter of intent that includes details about why the vehicle is needed, and a statement of willingness to accept the vehicle "as is" and to remove all JAC logos and related decals within 30 days must be received, along with an application to receive donation of surplus property, no later than 5:00 P.M. on

Monday, July 27, 2015. Staff will bring any letters of interest and applications received before the RTC for consideration at the August 12, 2015 meeting.

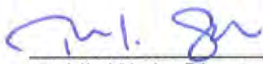
Applicable Statute, Code, Rule or Policy: FTA Circular 5010.1D, "Grant Management Requirements;" and NRS 244.1505.

Fiscal Impact: N/A
Explanation of Impact: N/A
Funding Source: N/A
Alternatives: N/A
Supporting Material: N/A

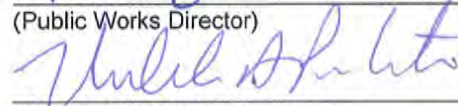
Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: 
(Transportation Manager)

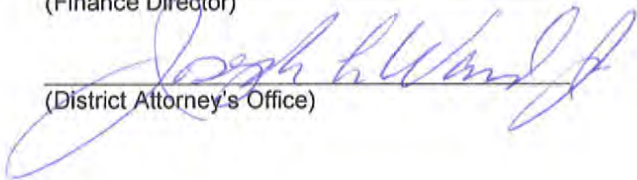
Date: 6/29/15


(Public Works Director)

Date: 6/29/15


(Finance Director)

Date: 6/29/15


(District Attorney's Office)

Date: 6/29/15



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

RTC Meeting Date: July 8, 2015
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: June 26, 2015
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 May 2015**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	1,006 blocks applied
Street Patching Operation	64 tons of asphalt
Pot Hole Repair	5

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Trimming & Pruning Operations	6
Tree Removal	1
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	121 gallons of Glyphosate (Round up) applied

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	26
Curb & Gutter Linear Feet	120'
Sidewalk & Flat Work Sq/Ft	936
Wheel Chair Ramps	N/A

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work	Graded Lakeview Tank.
Shoulder Work on Asphalt Roads	N/A
Debris cleaned up	N/A

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	N/A
Linear feet of pipe hydro flushed	N/A
Number of Drainage Inlets Cleaned	296
Total sediment removed from system	13.25 yards
Line Locations Performed	234

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	832.4
Yards of Material Picked Up	295.5 Yards
City Parking Lots Swept	Safety Complex

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	20
Bins Hauled for Fire Department	32
Bins Hauled for Sweeping Operation	69
Bins Hauled for Other Operations	5 Metal bins
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

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

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	25
Signs Replaced	32
Sign Post Replaced	6
Signs Replaced due to Graffiti Damage	9
Delineators	3
Cross Walks Painted	61
Stop Bars Painted	85
Yield Bars Painted	21
Right Arrows Painted	11
Left Arrows Painted	83
Straight Arrows Painted	98
Stop (word)	16
Only (word)	32
Bike Symbol & Arrow	N/A
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	N/A
Rain Event/Flood Control	2
Wind	N/A

Item G-2



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: July 8, 2015
Time Requested: 15 Minutes


To: Regional Transportation Commission
From: Danny Rotter, City Engineer
Date Prepared: June 24, 2015
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	East/West Water Transmission Main Phase 2A-2		
Department Responsible:	Public Works		
Project Description:	East/West Water Transmission Main Phase 2A-2 involves construction of approximately 2,800 linear feet of 24 inch diameter water transmission main along Washington Street from just west of Roop Street to Phillips Street. As part of this project, there will be sidewalk improvements, including ADA-accessible improvements, on the north side of Washington Street from approximately Plaza Street to Phillips Street.		
Justification:			
Project Location:	Washington Street from just west of Roop Street to Phillips Street.	Project No:	
Total Estimated Cost:	\$2,100,000	Project to Date Cost: \$100,000	


Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
520	WATER	\$0	\$2,100,000	\$0
Status: Currently under design. Construction expected to begin in July.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	William Street (Route 50) Path Improvements		
Department Responsible:	Public Works		
Project Description:	The project consists of removing and replacing approximately 1,600 feet of a substandard asphalt concrete path with an elevated 10-ft wide concrete path. The new path would be about 7 to 12 inches above the existing path grade. Other project components include improvements to drainage, raising utility boxes, installing signs and striping and other common improvements related to the project.		
Justification:	This project will replace sections of the existing path that have deteriorated that currently pose barriers to accessibility. The project will also incorporate striping and signage to further demarcate the path from adjacent land uses.		
Project Location:	South side of East William Street between Saliman Road and the Gold Dust West Casino (just west of the freeway)	Project No: 3.1403	
Total Estimated Cost:	\$290,000 to be amended	Project to Date Cost: \$20,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$210,000*	\$0
Status: Project to award July 8.				
* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Western Nevada College Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	The project consists of constructing approximately 3,150 sq.ft. of new sidewalk that is offset from the roadway, providing for a buffer. The new sidewalk would cross two driveways which would be made ADA accessible and crosswalks would be striped at the driveway locations. A crosswalk would also be striped across College Parkway connecting the new sidewalk to an existing sidewalk on the opposite (north) side of the roadway.		
Justification:	This project will improve the safety and connectivity for pedestrians accessing the campus of Western Nevada College (WNC). Completion of the project will also honor an agreement between the City and WNC.		
Project Location:	South side of College Parkway from the west end of the existing sidewalk leading on to the WNC campus	Project No: 6.1305	
Total Estimated Cost:	\$105,265	Project to Date Cost: \$5,000	

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
250	REGIONAL TRANSPORTATION	\$0	\$105,265*	\$0
Status: Project under construction.				
* Project is 95% reimbursable through a Federal Transportation Alternatives Program (TAP) grant.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

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


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



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Clear Creek Avenue Sanitary Sewer Extension		
Department Responsible:	Public Works		
Project Description:	Construct approximately 2,300 feet of sewer main, along with water main and storm drain improvements, including roadway reconstruction and related improvements.		
Justification:	This project will complete the sewer connection that will bypass the Bigelow Sewer Pump Station.		
Project Location:	Clear Creek Avenue between Horatio Lane and Center Drive.	Project No: 050023	
Total Estimated Cost:	\$1,200,000	Project to Date Cost: \$100,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
515	SEWER FUND	\$0	\$0	\$1,200,000
Status: Project has been awarded, construction to start in July.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Little Lane Roadway Reconstruct		
Department Responsible:	Public Works		
Project Description:	Remove and rebuild roadway on Little Lane from Janas Way to Saliman Road. Project includes replacement of curb ramps on the south side of the roadway.		
Justification:	This project will replace a section of roadway that has exceeded its useful life and provide for a safe and connected pedestrian facility that on the south side of the road.		
Project Location:	Little Lane between Janas Way and Saliman Road.	Project No: ST0006	
Total Estimated Cost:	\$280,000	Project to Date Cost: \$8,000	


Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$280,000
Status: Bids have been opened, project to go to RTC in July.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Division Street Roadway Repaving		
Department Responsible:	Public Works		
Project Description:	Pulverize and repave the roadway on Division Street from Fifth Street to King Street. Project includes curb and gutter and sidewalk improvements on both sides of the roadway.		
Justification:	This project will repave a section of roadway that has significantly degraded and provide for drainage improvements and a safe and connected pedestrian facility where there are currently gaps.		
Project Location:	Division Street between Fifth Street and King Street.	Project No: ST0005	
Total Estimated Cost:	\$300,000	Project to Date Cost: \$4,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$300,000
Status: At 90% design. Construction estimated to start in October.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Carson City Freeway Multi-Use Path	
Department Responsible:	Public Works	
Project Description:	The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements.	
Justification:	This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.	
Project Location:	East and west of I-580 (Carson City Freeway) from Northridge Drive south to US Highway 50, then east of I-580 to East Fifth Street.	Project No:
Total Estimated Cost:	\$684,000	Project to Date Cost: \$0



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$684,000
Status: Agreement returned to NDOT. Anticipate notice to proceed in August.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Slurry Seal Program	
Department Responsible:	Public Works	
Project Description:	The work consists of notification to residents, asphalt crack preparation, furnishing and placing asphalt crack seal material, furnishing and placing emulsion with aggregate (slurry seal/chip seal), layout and painting of traffic striping and symbols, and traffic control.	
Justification:	Slurry seal maintenance extends pavement life. Although the serviceability of an untreated asphalt pavement may be adequate for some time, pavement deterioration continues.	
Project Location:	Citywide	Project No: 3.0804
Total Estimated Cost:	\$700,000 (annually)	Project to Date Cost: \$325,000




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:				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

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

Source of Funding				
Fund No	Fund Name	FY 2012-13	FY 2013-14	FY 2014-15
256	STREETS MAINTENANCE	\$96,907	\$119,760	\$173,000
Status:				