

**NOTICE OF PUBLIC MEETING OF THE
CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)
TUESDAY, NOVEMBER 17, 2015
(This meeting will begin immediately after the adjournment
of the Joint
CARSON CITY REGIONAL TRANSPORTATION COMMISSION AND
REDEVELOPMENT AUTHORITY CITIZENS COMMITTEE 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 November 16, 2015).

For more information or for copies of the supporting material 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 RTC may approach the podium and speak on matters related to the RTC. 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 RTC 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 September 21, 2015 meeting.

D. AGENDA MANAGEMENT NOTICE: The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or 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 RTC may explain any contact with the public regarding an item on the agenda or business of the RTC.

F. PUBLIC MEETING ITEMS:

F-1 For Possible Action: To approve a development agreement with Maverik, Inc. for reimbursement of 50% of the installation cost to install a traffic signal at the College Parkway and Research Way intersection.

Staff Summary: Due to existing traffic conditions at the College Parkway and Research Way intersection and additional traffic that will be generated from an expansion of the Maverik Gas and Service Station, a traffic signal is warranted. The proposed development is expected to significantly impact the intersection.

F-2 For Possible Action: To determine that MNW Construction, LLC is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-064, "Wide Crack Repair Project" for a bid amount of \$227,000, plus a 10% contingency amount of \$22,700 for a total not to exceed price of \$249,700 to be funded from the CTX Streets account.

Staff Summary: Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Wide Crack Repair project. The project consists of sawcutting, removing, and patching asphalt on multiple streets in Carson City. The contractor will sawcut and remove 12 inch strips of asphalt in order to remove wide cracks which will be predetermined by the City. The cracks are distributed evenly around Carson City; a proposed map was supplied for the contractor's reference. All existing aggregate base exposed by asphalt removal shall be compacted in place before patching. The project includes all common phases of construction customarily associated with this type of project.

F-3 For Possible Action: To accept Public Works recommendation to approve Amendment No. 5 to Contract No. 1011-126 with Swift Communications, Inc., titled "JAC Bus Advertising Program" to amend the compensation section to add clarifying language, and to exercise a one-year contract extension from January 1, 2016 to December 31, 2016.

Staff Summary: On December 8, 2010, the Carson City Regional Transportation Commission approved the above listed contract to provide JAC Bus Advertising with expenses and revenues equally shared by Carson City and Contractor. On January 11, 2012, the Carson City Regional Transportation Commission amended the contract to expand the scope of work. On November 14, 2012, the Carson City Regional Transportation Commission amended the contract to exercise a one-year extension. On December 11, 2013, the Carson City Regional Transportation Commission amended the contract to add clarifying language and to exercise a one-year extension. On March 11, 2015, the Carson City Regional Transportation Commission amended the contract to exercise a one-year extension. This request to amend the contract is to add clarifying language to the compensation section and exercise another one-year contract extension.

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

G-1 Street Operations Report – September 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 RTC 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 RTC 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, December 9, 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 Tuesday, November 10, 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
COMMUNITY DEVELOPMENT, 108 E. Proctor Street
City Website, www.carson.org/agendas
State Website, <https://notice.nv.gov>

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A meeting of the Carson City Regional Transportation Commission was scheduled for 4:30 p.m. on Monday, September 21, 2015 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
Vice Chairperson Jim Smolenski
Commissioner Robert Crowell
Commissioner Mark Kimbrough

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

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

A. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:32:14) - Chairperson Bonkowski called the meeting to order at 4:32 p.m. Roll was called; a quorum was present. Commissioner McQueary was absent.

B. PUBLIC COMMENT (4:32:53) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

C. POSSIBLE ACTION ON APPROVAL OF MINUTES - July 10, 2015 (4:33:32) - Chairperson Bonkowski entertained suggested revisions and, when none were forthcoming, a motion. **Commissioner Kimbrough moved to approve the minutes. Vice Chairperson Smolenski seconded the motion. Motion carried 4-0.**

D. AGENDA MANAGEMENT NOTICE (4:34:05) - Chairperson Bonkowski entertained modifications to the agenda; however, none were forthcoming.

E. DISCLOSURES (4:34:23) - Chairperson Bonkowski entertained disclosures; however, none were forthcoming.

F. PUBLIC MEETING ITEMS:

F-1. POSSIBLE ACTION TO APPROVE STAFF RECOMMENDATIONS ON THE USE OF \$370,197 TRANSFERRED FROM THE CARSON CITY GENERAL FUND TO THE STREETS FUND; \$300,000 WILL BE USED TO IMPLEMENT A CITYWIDE CRACK REPAIR PROJECT THROUGH A CONTRACTOR AND THE REMAINDER WILL BE USED TO FUND

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ADDITIONAL STREET PATCHING EFFORTS CITYWIDE (4:34:37) - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Crowell moved to approve the staff recommendations on use of the funds transferred from the Carson City General Fund to the Streets Fund; the funds will be used to implement a citywide crack repair project through a contractor and the remainder will be used to fund additional street patching efforts citywide. Vice Chairperson Smolenski seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Robert Crowell
SECOND:	Vice Chairperson Jim Smolenski
AYES:	Commissioner Crowell, Vice Chair Smolenski, Commissioner Kimbrough, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Robert McQueary
ABSTAIN:	None

F-2. POSSIBLE ACTION TO DETERMINE THAT SIERRA NEVADA CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1516-029, "SOUTH DIVISION STREET ROAD IMPROVEMENT PROJECT," FOR A BID AMOUNT OF \$276,007, PLUS A CONTINGENCY AMOUNT OF \$27,600, FOR A TOTAL NOT-TO-EXCEED PRICE OF \$303,607, TO BE FUNDED FROM THE STREET REPAIR AND MAINTENANCE ACCOUNT, 256-3038-431.04-80, AS PROVIDED IN THE FY 2015 / 2016 BUDGET (4:41:49) - Chairperson Bonkowski introduced this item, and Mr. Doenges reviewed the agenda materials. Chairperson Bonkowski entertained commissioner questions or comments and public comments. When no questions or comments were forthcoming, Chairperson Bonkowski entertained a motion. **Vice Chairperson Smolenski moved to determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder, pursuant to NRS 338, and to award Contract No. 1516-029, "South Division Street Road Improvement Project," for the bid amount of \$276,007, plus a contingency amount of \$27,600, for a total not-to-exceed price of \$303,607. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Vice Chairperson Jim Smolenski
SECOND:	Commissioner Mark Kimbrough
AYES:	Vice Chair Smolenski, Commissioners Kimbrough, Crowell, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Robert McQueary
ABSTAIN:	None

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F-3. POSSIBLE ACTION TO ACCEPT 60% DESIGN AND BUDGET REPORT FOR THE DOWNTOWN STREETSCAPE PROJECT (4:44:19) - Chairperson Bonkowski introduced this item, and Engineering Manager Danny Rotter narrated a SlideShow presentation, a copy of which was included in the agenda materials. Mr. Rotter, Mike Bennett, of Lumos & Associates, and Mr. Schulz responded to questions of clarification, and discussion took place, throughout the presentation.

Chairperson Bonkowski entertained public comment. (5:22:25) Doreen Mack commended the commissioners, staff, and consultants on the level of communication. She discussed the Downtown 20 / 20 Group's efforts to publicize the progress. On behalf of Comma Coffee, she requested replacement of previously removed trees.

Chairperson Bonkowski entertained additional public comment; however, none was forthcoming. Mr. Rotter discussed plans for an open house or “mixer” to be scheduled in mid- to late-October. Chairperson Bonkowski commended the idea in consideration of Nevada Open Meeting Law provisions. Chairperson Bonkowski re-opened public comment. (5:26:51) Doreen Mack suggested considering a downtown grand opening.

Chairperson Bonkowski entertained additional public comment and, when none was forthcoming, a motion. **Commissioner Kimbrough moved to accept 60 percent design and budget report for the Downtown Streetscape Project. Vice Chairperson Smolenski seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Mark Kimbrough
SECOND:	Vice Chairperson Jim Smolenski
AYES:	Commissioner Kimbrough, Vice Chair Smolenski, Commissioner Crowell, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Robert McQueary
ABSTAIN:	None

F-4. INFORMATION ON THE TENTH ANNIVERSARY OF THE JUMP AROUND CARSON TRANSIT SYSTEM (5:27:44) - Chairperson Bonkowski introduced this item, and Mr. Dollarhide reviewed the agenda materials. Mr. Dollarhide, Mr. Pittenger, and Mr. Schulz responded to questions of clarification. Chairperson Bonkowski entertained public comment; however, none was forthcoming.

F-5. POSSIBLE ACTION TO ADOPT A RESOLUTION AUTHORIZING THE DONATION OF RETIRED JAC BUS 4228 TO THE CARSON CITY BOXING CLUB (5:34:25) - Chairperson Bonkowski introduced this item, and Mr. Dollarhide reviewed the agenda materials. Chairperson Bonkowski entertained commissioner questions or comments and, when none were forthcoming, public comment.

(5:35:32) Carson City Boxing Club Owner Michael Peroza and Partner Omar Meborn introduced themselves for the record. Mr. Peroza thanked the commissioners. Chairperson Bonkowski provided background information on the commission's decision to donate the bus to the Carson City Boxing Club.

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Chairperson Bonkowski entertained discussion and, when none was forthcoming, a motion. **Vice Chairperson Smolenski moved to adopt Resolution No. 2015-RTC-R-2, authorizing the donation of retired JAC Bus 4228 to the Carson City Boxing Club. Commissioner Kimbrough seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Vice Chair Jim Smolenski
SECOND:	Commissioner Mark Kimbrough
AYES:	Vice Chair Smolenski, Commissioners Kimbrough, Crowell, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Robert McQueary
ABSTAIN:	None

F-6. INFORMATION ON A MODIFICATION TO THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION'S ("CAMPO'S) AND RTC'S FEDERAL TRANSIT ADMINISTRATION ("FTA") DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM (5:37:52) - Chairperson Bonkowski introduced this item. Mr. Goering reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained questions or comments; however, none were forthcoming. (5:44:25) Chairperson Bonkowski entertained public comment; however, none was forthcoming.

F-7. 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 \$5,772.50, FOR CONTRACT NO. 1415-103, TITLED, "WESTERN NEVADA COLLEGE SIDEWALK PROJECT," TO JUSTIN WILSON CONSTRUCTION, LLC (5:41:06) - Chairperson Bonkowski introduced this item. Mr. Doenges reviewed the agenda materials, and responded to questions of clarification.

Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Kimbrough moved 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 \$5,772.50 for Contract No. 1415-103, titled, "Western Nevada College Sidewalk Project," to Justin Wilson Construction, LLC. Commissioner Crowell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Mark Kimbrough
SECOND:	Commissioner Robert Crowell
AYES:	Commissioners Kimbrough, Crowell, Vice Chair Smolenski, Chair Bonkowski
NAYS:	None
ABSENT:	Commissioner Robert McQueary
ABSTAIN:	None

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G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

G-1. STREET OPERATIONS REPORT - JULY 2015 (5:44:40) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the report which was included in the agenda materials. Mr. Kimbrough commended the streets crews who work on clearing right-of-way weeds.

G-2. PROJECT STATUS REPORT (5:47:45) - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the report which was included in the agenda materials, and responded to questions of clarification.

G-3. FUTURE AGENDA ITEMS (5:54:40) - Mr. Pittenger reviewed the tentative agenda for the October commission meeting.

H. COMMISSIONER COMMENTS (5:55:50) - Chairperson Bonkowski entertained comments; however, none were forthcoming.

I. PUBLIC COMMENT (5:56:01) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

J. ACTION TO ADJOURN (5:56:13) - A motion was made, seconded, and carried unanimously to adjourn the meeting at 5:56 p.m.

The Minutes of the September 21, 2015 Carson City Regional Transportation Commission meeting are so approved this _____ day of November, 2015.

BRAD BONKOWSKI, Chair

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

Date Submitted: November 5, 2015

Meeting Date: November 17, 2015

To: Carson City Regional Transportation Commission

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To approve a development agreement with Maverik, Inc. for reimbursement of 50% of the installation cost to install a traffic signal at the College Parkway and Research Way intersection.

Staff Summary: Due to existing traffic conditions at the College Parkway and Research Way intersection and additional traffic that will be generated from an expansion of the Maverik Gas and Service Station, a traffic signal is warranted. The proposed development is expected to significantly impact the intersection.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: I move to approve a development agreement with Maverik, Inc., for reimbursement of 50% of the cost to install a traffic signal at the College Parkway and Research Way intersection.

Explanation for Recommended Action: Staff has found the proposed development agreement to be mutually beneficial to Maverik Inc. and Carson City. Due to existing demand placed on the College Parkway and Research Way intersection from existing development a traffic signal is warranted. The development agreement requires the RTC to pay for 50% of the installation cost. The RTC will be required to pay the developer in annual payments of \$50,000, with no interest, until paid, for a total of approximately \$193,000. Additionally, per the agreement, the RTC will incur the cost for project design and construction management, estimated to be about \$89,000. These activities will be carried out by Public Works staff primarily in-house.

Applicable Statute, Code, Rule or Policy: NRS 277A and CCMC 11.20

Fiscal Impact: Approximately \$282,000

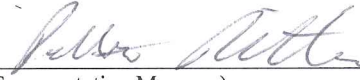
Explanation of Impact: RTC will bear the cost of design of the signal and 50% of construction to be paid to Maverik, Inc. at \$50,000 per year, with no interest, until paid.

Funding Source: RTC Fund

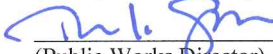
Alternatives: Modify agreement

Supporting Material: Proposed Development Agreement

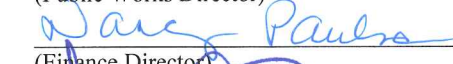
Prepared By: Dirk Goering, Transportation Planner

Reviewed By: 
(Transportation Manager)

Date: 11/9/15


(Public Works Director)

Date: 11/9/15


(Finance Director)

Date: 11/9/15


(District Attorney's Office)

Date: 11/9/15

Board Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into this _____ day of _____, 2015, by Developer MAVERIK, INC., a Wyoming corporation (hereinafter “Maverik”) and CARSON CITY, a consolidated municipality of the State of Nevada by and through its Carson City Regional Transportation Commission (hereinafter “RTC” or “Regional Transportation Commission”).

RECITALS

Whereas, Maverik operates convenience stores and gasoline fuel stations.

Whereas, Maverik has 250 stores in Arizona, California, Colorado, Idaho, Montana, Nebraska, Nevada, Oregon, Utah, Washington, and Wyoming; and

Whereas, Maverik owns a gas and service station, Maverik Country Store #409, at 1451 College Parkway in Carson City, Nevada 89706, adjacent to I-580 and that this location is at the Southwest corner of the College Parkway/Research Way intersection (hereinafter “the intersection”); and

Whereas, the Carson City Charter, at Article 6, Sections 6.010 and 6.020 provides that the Carson City Board of Supervisors “may ... authorize ... [s]treet projects.” Charter, Section 6.010(10); and

Whereas, the RTC was created in accordance with Chapter 277A of the NRS and Chapter 11.20 of the Carson City Municipal Code (“CCMC”) and is authorized, among other things, to enter into and execute contracts related to the construction of street and highway projects; and

Whereas, in addition to NRS and CCMC authority, the RTC has been delegated certain specific duties and responsibilities by the Carson City Board of Supervisors

including the authority to implement and manage street and highway projects, prepare and submit grant requests, oversee public transit operations and maintenance, and other related matters; and

Whereas, the installation of “traffic control equipment” (NRS 277A.100(2)) in the form of a “traffic signalization” (NRS 277A.300(1)) system, hereinafter “traffic signal” should be considered if one or more of the warrants in the referenced manuals are met including the following:

- Minimum Vehicular Volumes
- Interruption of Continuous Traffic
- Minimum Pedestrian Volume
- Progression Movement
- Accident Experience
- System Warrant
- Peak Hour Delay Warrant
- Peak Hour Volume Warrant; and

Whereas, traffic engineer warrants will clearly be met in light of Developer’s proposed expansion of the Maverik gas and service station, Maverik Country Store #409, indicating that a traffic signal at the intersection would be appropriate given the planned expansion by Developer; and

Whereas, Developer proposes to expand its business at the Maverik gas and service station, Maverik Country Store #409, more particularly described in Exhibit “A”; and

Whereas, due to the market and economic conditions, Developer and RTC believe that it is mutually beneficial to enter into this Development Agreement and each mutually desire that the installation of the traffic signal at the intersection (hereinafter “Project”) be developed in accordance with this Development Agreement; and

Whereas, RTC and Developer desire to hereinafter have the provisions of this Development Agreement govern the development activities of the Project.

NOW THEREFORE, for good and valuable consideration, and the mutual covenants, conditions and promises herein contained, the parties do agree as follows:

I.

PROJECT CHARACTERISTICS

1. The Project is the installation of a traffic signal, as shown in Exhibit "B". It will be comprised of the installation of a four-way traffic signal system, roadway modification to accommodate vehicles and non-motorized traffic, and associated improvements including roadway striping and signage.

2. The approval of the Project, by the approval of this Development Agreement, shall serve as the intent by the RTC and Developer to conduct themselves in accordance herewith. Unless otherwise modified with this Development Agreement, or future modifications to this Development Agreement, Developer agrees to develop the Project in compliance herewith and any conditions of approval. All modifications to the Development Agreement shall be approved by the Carson RTC.

II.

ADMINISTRATION OF THE PROJECT

3. The Project shall be developed in accordance with Exhibit "B."

4. Developer will pay for the installation of the traffic signal as shown in Exhibit "B" and RTC will, thereafter, be responsible for its continued maintenance. Notwithstanding the foregoing, or anything contained herein to the contrary, RTC agrees

to pay for any and all costs associated with the design and/or survey work necessary in connection with the installation of the traffic signal.

5. The RTC, through the Carson City Public Works Department, will conduct the Project review during the installation and the installation of the traffic signal will be subject to its approval.

6. RTC will contribute 50% of the cost of installing the traffic signal with payments to Developer of \$50,000 per year, with no interest, until paid.

7. Developer will endeavor, using its best efforts, to get the Nevada Department of Transportation (“NDOT”) to contribute a percentage of the cost of installing the traffic signal, leaving Developer responsible for the balance, up to 50% of the traffic signal installation cost.

8. City shall cooperate with Developer to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the Project; installation of the traffic signal. Nothing contained in this paragraph, however, shall require City or its employees to function on behalf of Developer nor shall this Development Agreement be construed as an implicit pre-approval of any further actions of Developer.

III.

DEFAULTS, REMEDIES, TERMINATION

9. In the event of alleged default or breach of any terms or conditions of this Development Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any

such thirty (30) day period, the party charged shall not be considered in default for purposes of termination, or institution of legal proceedings, or issuances of any building or improvement permit.

10. After notice and expiration of the thirty (30) day period, the non-defaulting party to this Development Agreement, at its option, may institute legal proceedings pursuant to this Agreement. Following notice of intention to terminate, the matter shall be scheduled for consideration and review by City's Board of Supervisors.

11. Following consideration of the facts and evidence presented in said review before City's Board of Supervisors, either party alleging the default by the other party may give written notice of termination of this Development Agreement to the other party.

12. It is hereby acknowledged and agreed that any portion of the Project shall not be affected by or jeopardized in any respect by any subsequent default affecting the Project. In the event City does not accept, review, approve or issue necessary permits or entitlements for use in a timely fashion to complete this Project, or as otherwise agreed by the parties, City agrees that Developer shall not be obligated to proceed with or complete the Project nor shall any resulting delays in performance constitute grounds for termination or cancellation of this Development Agreement.

13. In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, not parties to this Development Agreement, enactment of conflicting state or federal laws or

regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. City shall not be held liable to Developer for damages (actual, incidental, or otherwise) as a result of its failure to review or approve permits and entitlements in a timely manner.

IV.

MISCELLANEOUS

14. The Project shall comply with all pertinent ordinances, laws and fees which apply in a uniform basis to all development projects in the City.

15. Should any provision of this Agreement be deemed to be in conflict with the Exhibit "B," Exhibit "B" shall prevail.

V.

APPLICABLE LAW AND ATTORNEYS' FEES

16. This Development Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Should any legal action be brought by either party relating to this Development Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court.

VI.

SUCCESSORS AND ASSIGNS

17. The parties hereto agree that the terms and conditions of this Development Agreement shall bind and inure to the benefits of the parties' successors and assigns.

VII.

ENTIRE AGREEMENT

18. This Development Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the parties with respect to such subject matter.

VIII.

HOLD HARMLESS AND INDEMNIFICATION

19. The Developer agrees to hold, and shall hold, the City, including its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for property damage which may arise from the Developer, Developer's contractors', subcontractors', agents', or employees' operations under this Development Agreement. Developer agrees to, and shall defend City, its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid operations at the Project; installation of the traffic signal. The foregoing Indemnity shall not apply to actions or omissions of City or its elective and appointive boards, commissions, officers, agents or employees.

IV.

PROJECT AS PRIVATE UNDERTAKING

20. It is specifically understood and agreed by and between the parties hereto that the Project is a private development and no partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between City and Developer is that of a government entity regulating development within the parameters of applicable law.

X.

FURTHER ASSURANCES

21. In the event of any legal action instituted by any third party or other government entity or official challenging this Development Agreement, City and Developer shall cooperate and use commercially reasonable efforts in defending any such action.

IN WITNESS WHEREOF the parties hereto execute this Development

///

Agreement effective the day and year first above written.

Maverik, Inc.

By: _____
Tom Welch
CEO of Maverik

STATE OF)
) ss.
COUNTY OF)

On _____, 2015, personally appeared before me, a notary public, _____, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to be that he/she is the _____, of Maverik, Inc. and who further acknowledged to me that he/she executed the foregoing Development Agreement on behalf of said company.

NOTARY PUBLIC

CARSON CITY
REGIONAL TRANSPORTATION COMMISSION

By: _____
BRAD BONKOWSKI
Chairman

ATTEST:

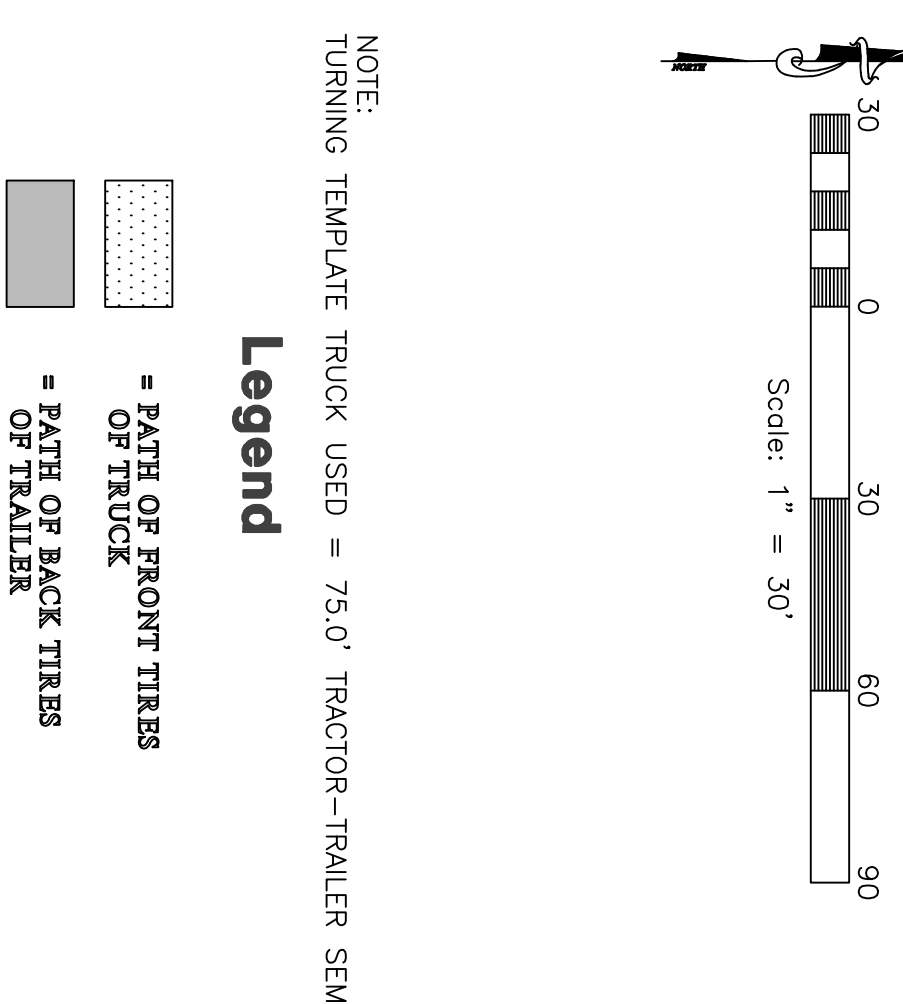
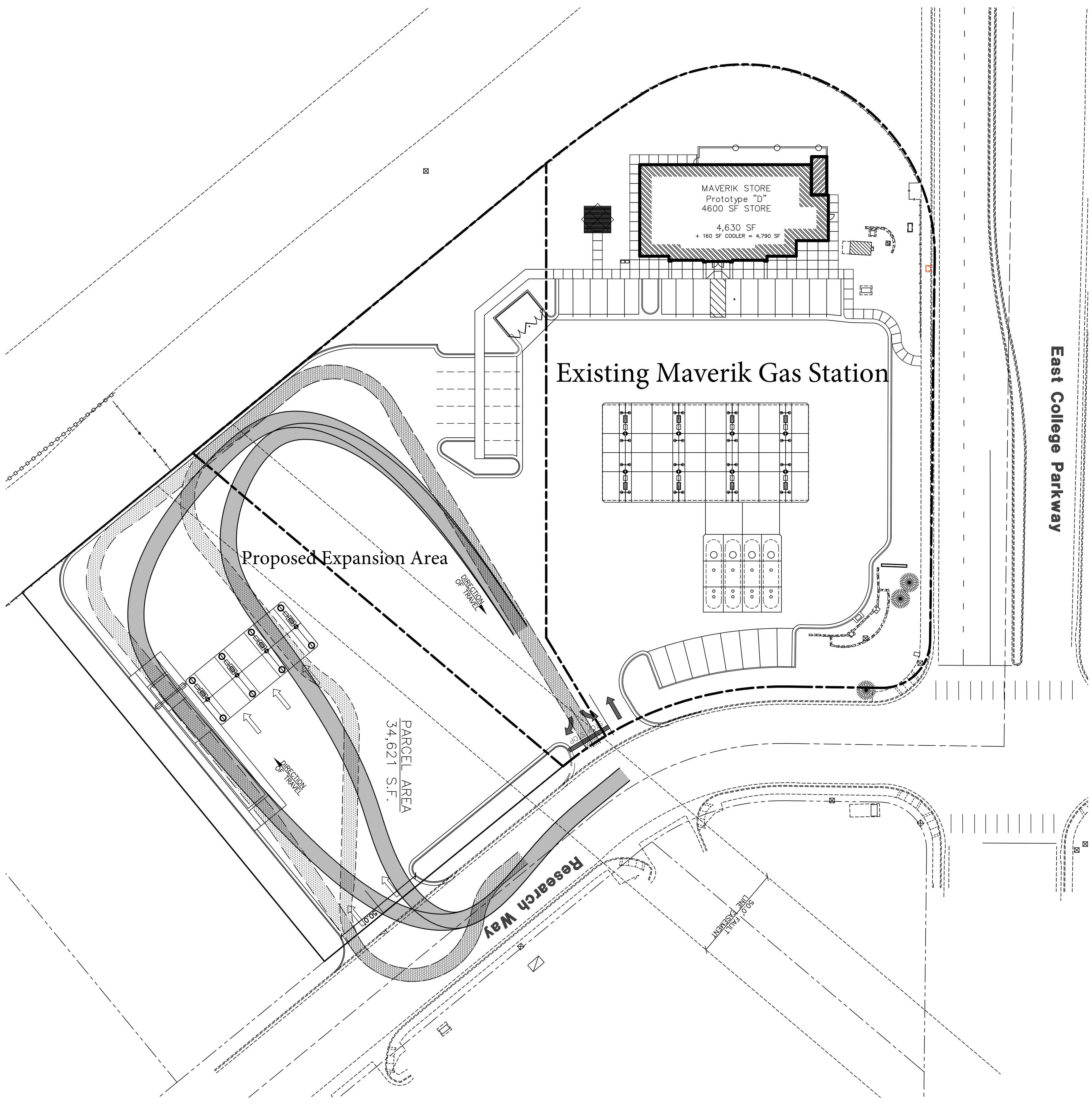
SUSAN MERRIWETHER, Clerk-Recorder

Approved as to form:

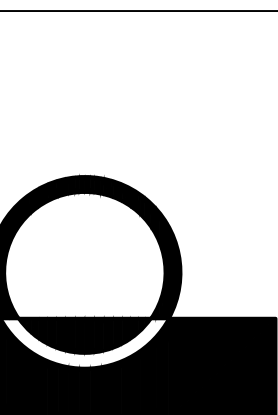
CARSON CITY DISTRICT ATTORNEY

By: _____
Deputy District Attorney

Maverik Carson City #409 Expansion



NOTE: TURNING TEMPLATE TRUCK USED = 75.0' TRACTOR-TRAILER SEMI



CONSULTANTS

R4 Reye & Associates, Inc.
 920 CHAMBERS STREET, SUITE 14
 OGDEN, UTAH 84403
 TEL: (801) 421-3100
 FAX: (801) 421-2446
 www.reye-dsicc.com

LAND PLANNER - CIVIL ENGINEER
 LANDSCAPE ARCHITECT
 STRUCTURAL ENGINEER - LANDSCAPE ARCHITECTS

PROJECT NUMBER: 5799-232

NOTE:
 Bid documents should not be amended or issued as partial sets to subcontractors. Bidders are responsible for all portions of the documents that pertain to the work covered by sub-bids. Bidder assumes full responsibility for errors or misinterpretations resulting from use of partial sets of Bidding Documents by itself or any sub-bidder.

Conflicting information or errors found in the construction documents should be brought to the attention of the architect immediately so that questions and concerns may be clarified by addendum. In the event of a conflict in the drawings, bidder should not assume that the least expensive option will meet the project requirements.

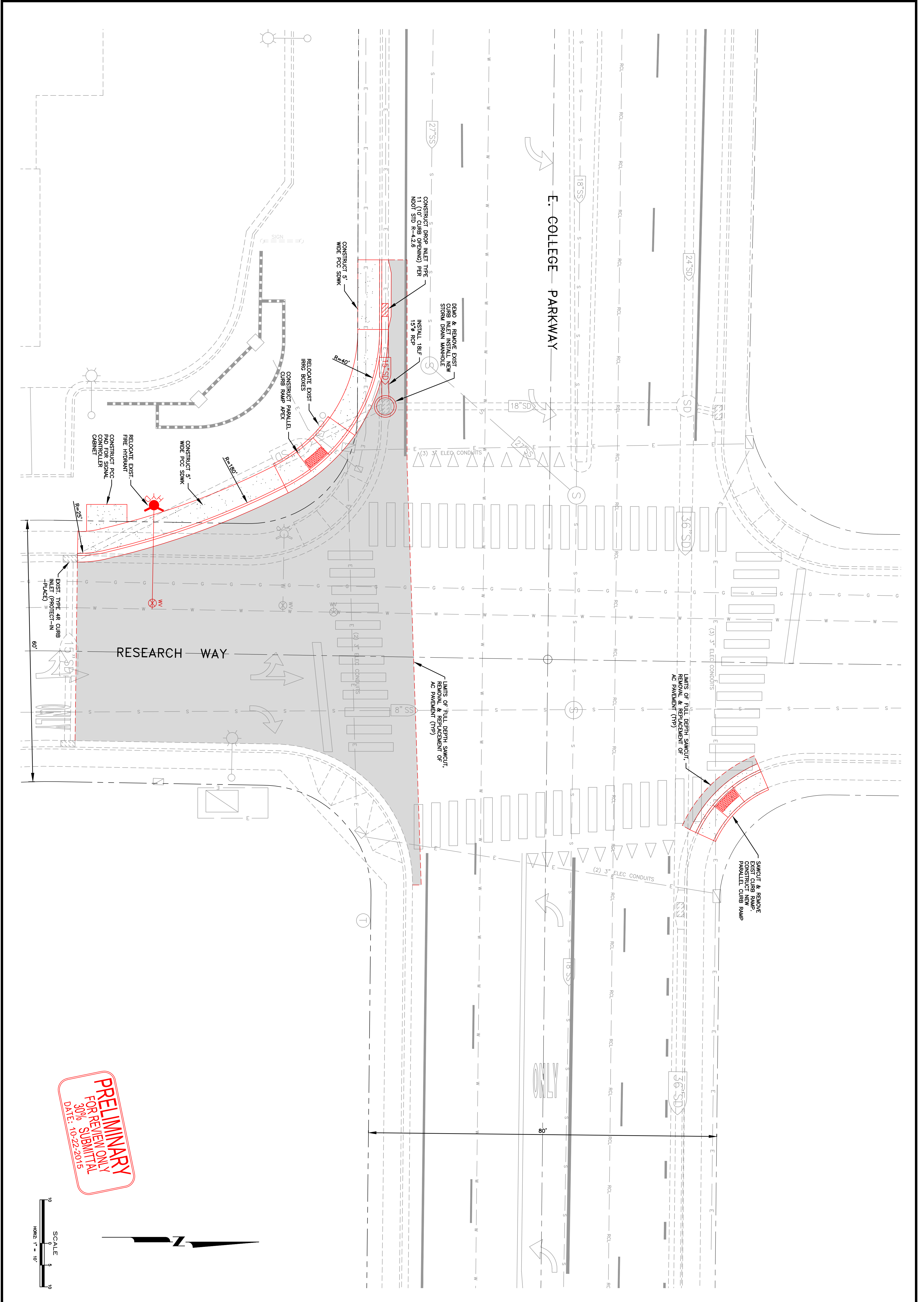
ADVENTURE'S FIRST STOP
MAVERIK

STORE #409
 MAVERIK, Inc.
 1451 College Parkway
 Carson City, NV

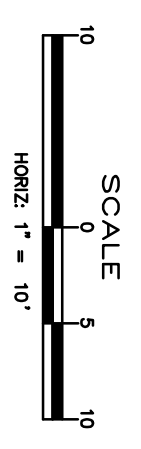
#	DATE	DESC.

ISSUE:	FEBRUARY 12, 2015
PROJECT NO.:	0
DRAWN BY:	RWH
CHECKED BY:	JNR
SHEET TITLE	

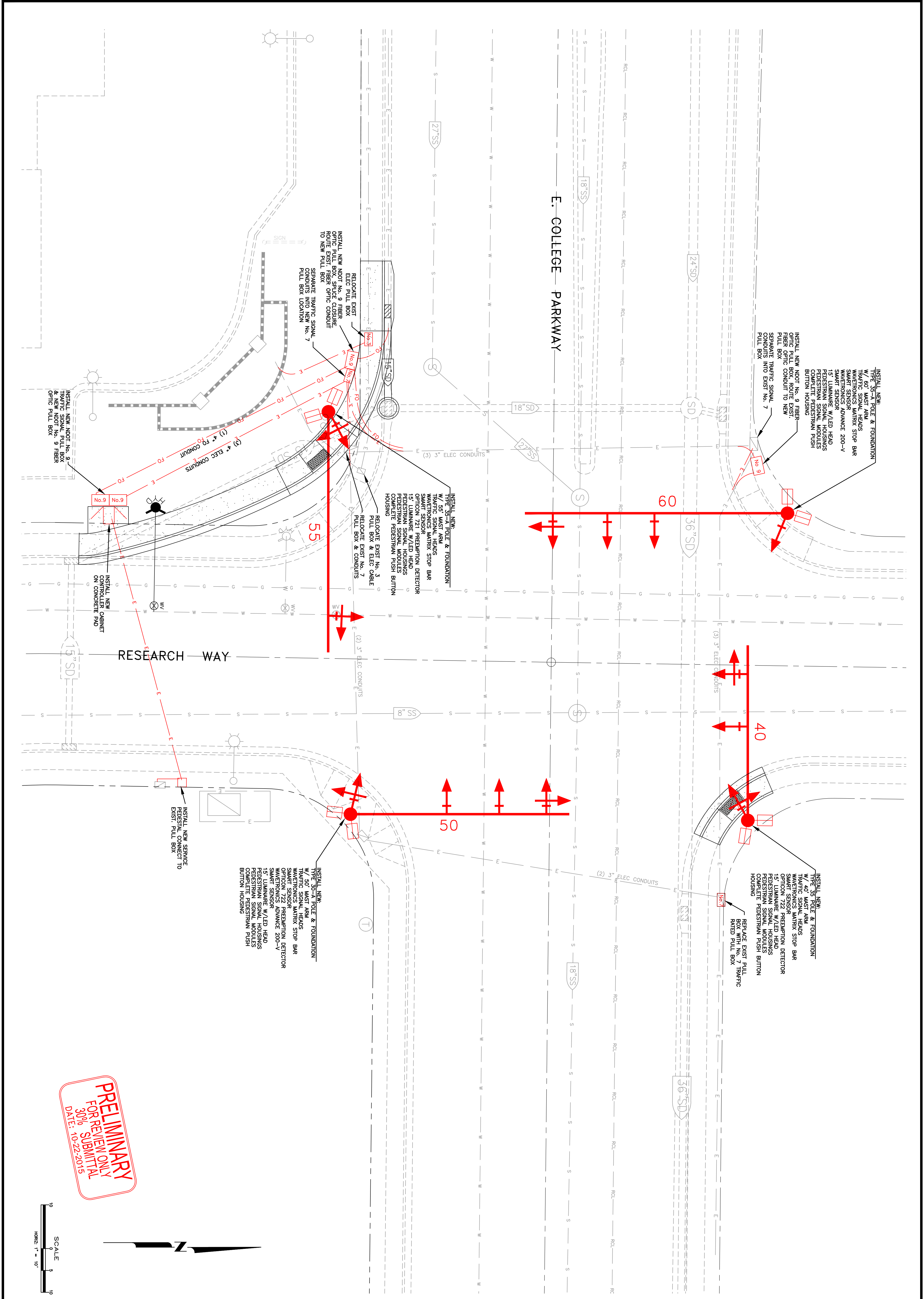
Turning
 Template



PRELIMINARY
FOR REVIEW ONLY
30% SUBMITTAL
DATE: 10-22-2015



SHEET C1 * OF *	COLLEGE PARKWAY & RESEARCH WAY TRAFFIC SIGNAL PLAN PROJECT No. XX-XXXX COLLEGE PARKWAY & RESEARCH WAY STREET IMPROVEMENT PLAN		REV. DATE DESCRIPTION BY APP'D	DESIGNED BY: XXX DRAWN BY: XXX CHECKED BY: XXX DWG NO.: college-research_bs1.dwg SCALE (HORIZ): X"=XX' SCALE (VERT): X"=XX' PLOT DATE: 10/22/15
			3505 BUTTI WAY CARSON CITY, NEVADA 89701 PH: 887-2355 FAX: 887-2112	



PRELIMINARY
FOR REVIEW ONLY
30% SUBMITTAL
DATE: 10-22-2015

SCALE
1" = 10'

**COLLEGE PARKWAY & RESEARCH WAY
TRAFFIC SIGNAL PLAN
PROJECT No. XX-XXXX
COLLEGE PARKWAY & RESEARCH WAY
SIGNAL PLAN**

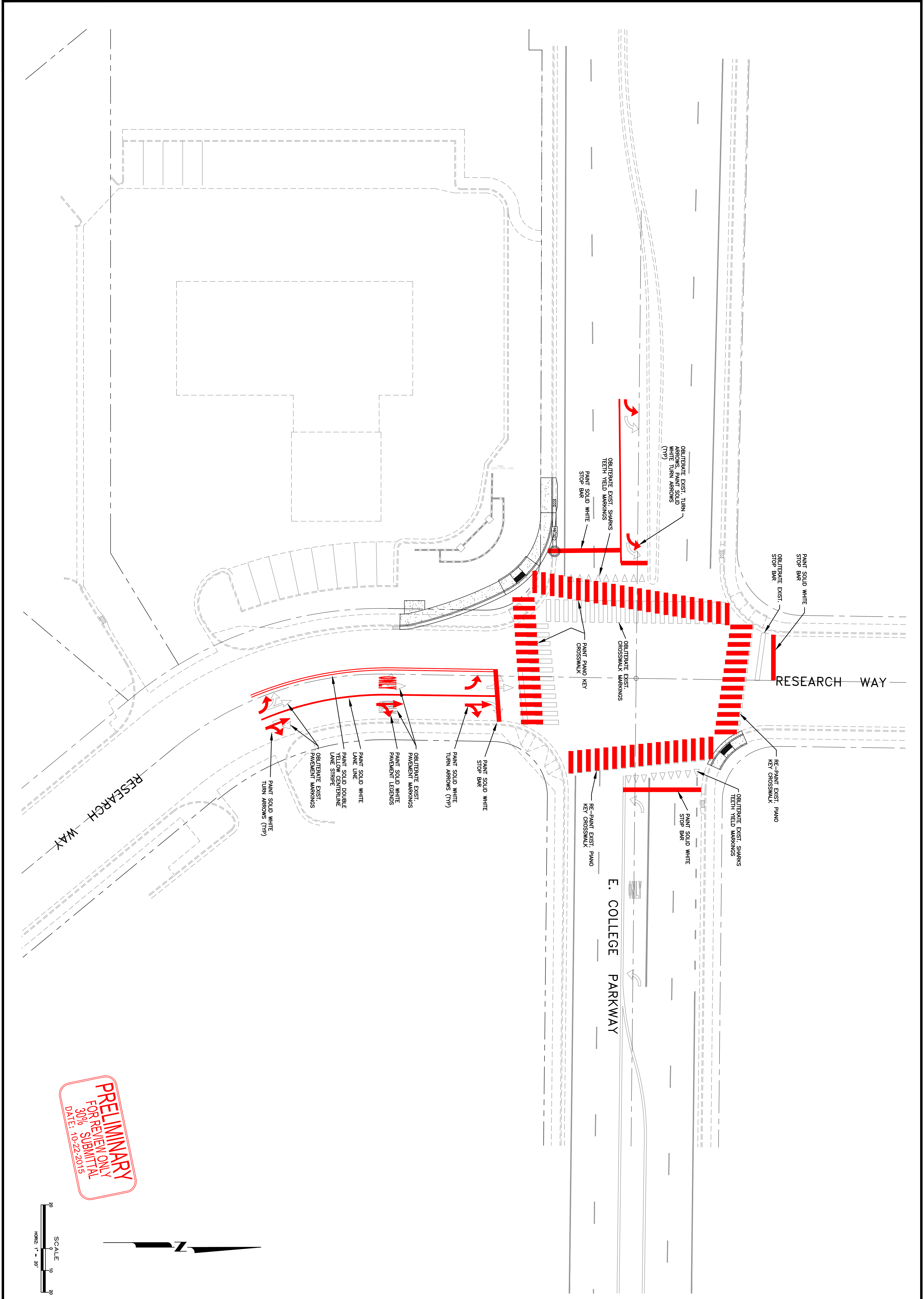
REV.	DATE	DESCRIPTION	BY	APP'D

**CARSON CITY
PUBLIC WORKS DEPARTMENT**

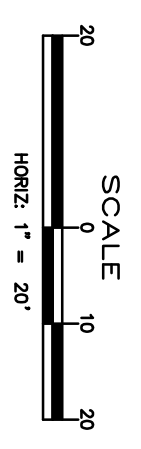
DESIGNED BY: XXX
DRAWN BY: XXX
CHECKED BY: XXX
DWG NO.: college-research bs1.dwg
SCALE (HORIZ): X"=XX'
SCALE (VERT): X"=XX'
PLOT DATE: 10/22/15

3505 BUTTI WAY CARSON CITY, NEVADA 89701
PH: 887-2355 FAX: 887-2112

SHEET
OF
*



PRELIMINARY
 FOR REVIEW ONLY
 30% SUBMITTAL
 DATE: 10-22-2015



SHEET C3 OF *	COLLEGE PARKWAY & RESEARCH WAY TRAFFIC SIGNAL PLAN PROJECT No. XX-XXXX COLLEGE PARKWAY & RESEARCH WAY STRIPING PLAN ..	REV. DATE DESCRIPTION BY APP'D	CARSON CITY PUBLIC WORKS DEPARTMENT 3505 BUTTI WAY CARSON CITY, NEVADA 89701 PH: 887-2355 FAX: 887-2112	DESIGNED BY: XXX DRAWN BY: XXX CHECKED BY: XXX DWG NO.: college-research bs1.dwg SCALE (HORIZ): X"=XX' SCALE (VERT): X"=XX' PLOT DATE: 10/22/15

PROJECT :

**College at Research
Signal Addition**

Date: 10/22/2015

Preliminary Cost Estimate Summary

By: TBG

LOCATION : Carson City, NV

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Signal System	LS	1	\$204,150.00	\$204,150.00
2	Asphalt, PCC, Markings	LS	1	\$62,320.00	\$62,320.00
3	Utilities	LS	1	\$22,750.00	\$22,750.00
4	Misc. Construction Cost	LS	1	\$30,000.00	\$30,000.00
5	Right of Way	LS	1	\$2,000.00	\$2,000.00
Sub Total					\$321,220.00
20% Contingency					\$64,244.00
Total Estimated Construction Cost					\$385,464.00
6	PM, Design, Survey	%	10%		\$38,546.40
7	CM, Testing	%	10%		\$38,546.40
8	Survey for ROW	LS	1	\$5,000.00	\$5,000.00
9	Staff Time for ROW Acquisition	LS	1	\$6,400.00	\$6,400.00
				Subtotal	\$88,492.80
Total					\$473,956.80

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

Date Submitted: November 6, 2015

Meeting Date: November 17, 2015
PWP # ST0009

To: Regional Transportation Commission
From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that MNW Construction, LLC is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-064, "Wide Crack Repair Project" for a bid amount of \$227,000, plus a 10% contingency amount of \$22,700 for a total not to exceed price of \$249,700 to be funded from the CTX Streets account.

Staff Summary: Carson City received sealed bids for all labor, materials, tools and equipment necessary for the Wide Crack Repair project. The project consists of sawcutting, removing, and patching asphalt on multiple streets in Carson City. The contractor will sawcut and remove 12 inch strips of asphalt in order to remove wide cracks which will be predetermined by the City. The cracks are distributed evenly around Carson City; a proposed map was supplied for the contractor's reference. All existing aggregate base exposed by asphalt removal shall be compacted in place before patching. 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 MNW Construction, LLC is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-064, "Wide Crack Repair Project" for a bid amount of \$227,000, plus a 10 % contingency amount of \$22,700, for a total not to exceed price of \$249,700 to be funded from the CTX Streets account.

Explanation for Recommended Commission Action: *NOTICE TO CONTRACTORS* were distributed on October 20, 2015 and the *NOTICE TO CONTRACTORS* was published in the Nevada Appeal on October 21, 2015.

The bids were opened at approximately 11:10 a.m. on November 3, 2015 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Dee Westmoreland, MKD Construction, Inc.; Jess Schley, West Coast Paving, Inc.; Leslie Skinner, Spanish Springs Construction; Darcy Carpenter, Sierra Nevada Construction, Inc.; Randy Selmi, Rapid Construction; Brian Elder from Public Works, and Laura Tadman, Purchasing and Contracts Department.

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

Name of Bidder	Total Bid
MNW Construction, LLC	\$244,800
Sierra Nevada Construction, Inc	\$262,800
West Coast Paving, Inc.	\$277,800
MKD Construction	\$312,000
Spanish Springs Construction	\$376,000

Staff recommends award to MNW Construction, LLC as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Note: Quantities used for bidding were estimated quantities used to provide a common basis for bidders. For that reason the Bid Award amount differs from the Contractor Bid amount.

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

Engineers Estimate: \$227,000

Fiscal Impact: Not to exceed \$249,700

Explanation of Impact: If approved the below referenced account could be decreased by \$227,000, plus a contingency of \$22,700, for a not to exceed amount of \$249,700.

Funding Source: CTX Street Repairs – account number 256-3038-431.04-79.

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. 1516-064, and Bid Response.

Prepared By: Laura Tadman, Purchasing and Contracts Administrator

Reviewed By: *Dustin Miller* Date: 11/9/15
(Transportation Manager)
Paul S. ... Date: 11/9/15
(Public Works Director)
Dave Paulson Date: 11/9/15
(Chief Financial Officer)
Debra ... Date: 11/9/15
(District Attorney's Office)

Commission Action Taken:

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

_____ (Vote Recorded By)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-064

Title: Wide Crack Repair Project

THIS CONTRACT made and entered into this 17th day of November, 2015, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and MNW Construction, LLC, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

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

WHEREAS, **CONTRACTOR'S** compensation under this agreement (does___) (does not X___) 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. 1516-064**, titled: **Wide Crack Repair 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.1516-064 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, 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://ww.carson.org/CurrentBids>.

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

Contract No: 1516-064

Title: Wide Crack Repair Project

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:

Merlin Waite, Managing Member
MNW Construction, LLC
1123 Northfield Drive
Carson City, NV 89706
merlinnw@sbcglobal.net

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

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-064

Title: Wide Crack Repair Project

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Two Hundred Twenty Seven Thousand Dollars and 00/100 (\$227,000.00).

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

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit,

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-064

Title: Wide Crack Repair Project

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

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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-064

Title: Wide Crack Repair Project

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

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-064

Title: Wide Crack Repair Project

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. FAIR EMPLOYMENT PRACTICES:

7.1 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**:

7.1.1 *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.*

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

8. PREFERENTIAL EMPLOYMENT:

8.1 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.

8.2 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.

9. 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,

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-064

Title: Wide Crack Repair Project

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.

10. 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.

11. 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.

12. INDEMNIFICATION:

12.1 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.

12.2 Except as otherwise provided in **Subsection 12.4** 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:

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

12.2.2 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.

12.3 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.

12.4 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.

13. INDEPENDENT CONTRACTOR:

13.1 **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.

13.2 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

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-064

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the details incident to its duties under this Contract.

13.3 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.

13.4 **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.

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

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

14.1 **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.**

14.2 **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.

14.3 **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**.

14.4 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.

14.5 *Insurance Coverage (14.6 through 14.23):*

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

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

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

14.6.3 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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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14.7 *General Insurance Requirements (14.8 through 14.23:*

14.8 **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.

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

14.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

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

14.12 **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**.

14.13 **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.

14.14 **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.

14.15 **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:

14.16 **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**.

14.17 **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 14.9** (Additional Insured).

14.18 **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.

14.19 **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.

14.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

14.20.1 *Minimum Limits required:*

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

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

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

14.20.5 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).

14.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

14.21.1 *Minimum Limit required:*

14.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

14.21.3 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.

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

14.22.1 *Minimum Limit required:*

14.22.2 One Million Dollars (\$1,000,000.00).

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

14.22.4 Discovery period: Three (3) years after termination date of this Contract.

14.22.5 A certified copy of this policy may be required.

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

14.23.1 **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.

14.23.2 **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.

15. **BUSINESS LICENSE:**

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

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

16. **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

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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.

17. 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.

18. 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.

19. 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.

20. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

20.2 **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.

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

21. 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.

22. 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.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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23. LOBBYING:

23.1 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:

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

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

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

24. 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.

25. 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**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

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

27. 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.

28. 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. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-064

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29. 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

Chief Financial Officer
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Nancy Paulson, Chief Financial Officer

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

By: _____

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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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: Merlin Waite

TITLE: Managing Member

FIRM: MNW Construction LLC

CARSON CITY BUSINESS LICENSE #: 15-26152

NEVADA CONTRACTORS LICENSE #: 0070165

Address: 1123 Northfield Drive

City: Carson City **State:** NV **Zip Code:** 89706

Telephone: 775-884-3517

E-mail Address: merlinnw@sbcglobal.net

(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

Contract No: 1516-064

Title: Wide Crack Repair Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of November 17, 2015, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-064** and titled Wide Crack Repair Project. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 17th day of November, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 17th day of November, 2015.

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 # 1516-064** and titled Wide Crack Repair 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 and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

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

PERFORMANCE BOND

Continued for **BID # 1516-064** and titled Wide Crack Repair Project

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

Printed Name of Principal: _____

Attest By: _____ **(Signature of Notary)**

Subscribed and Sworn before me this **day of** **,20** ____

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

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

NOTICE:

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

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 #1516-064** and titled **Wide Crack Repair 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.

LABOR AND MATERIAL PAYMENT BOND

Continued for **BID #1516-064** and titled Wide Crack Repair Project

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

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

CLAIMS UNDER THIS BOND MAY BE ADDRESSED TO:

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

NOTICE:

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

Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

James, R. Wells, CPA
Director

Gustavo Nuñez, P.E.
Administrator



Carson City Offices:

Public Works Section
515 E. Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 • Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1800 • Fax (775) 684-1817

PUBLIC WORKS DIVISION

Las Vegas Offices:

Public Works Section
1830 East Sahara, Suite 204
Las Vegas, Nevada 89104
(702) 486-5115 • Fax (702) 486-5094

Buildings & Grounds Section
2621 E. Sahara Avenue
Las Vegas, Nevada 89104-4136
(702) 486-4300 • Fax (702) 486-4308

September 2, 2015

M N W Construction, LLC
Attn: Merlin Waite
1123 Northfield Drive
Carson City, NV 89706

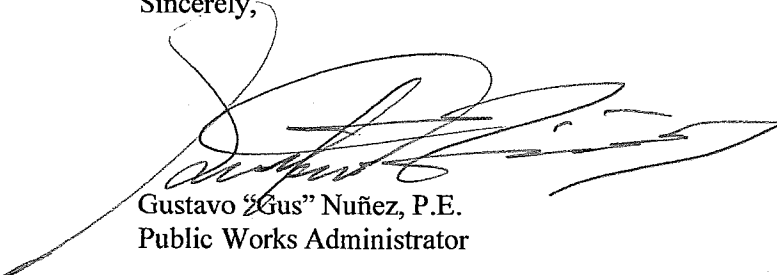
Dear Mr. Waite;

On **September 2, 2015** the State Public Works Board qualified **M N W Construction, LLC** to bid public works construction projects up to **\$245,000** using the State of Nevada license number **70165** license classification **A7 - Excavating & Grading; A12 - Excavating, Grading, Trenching & Surfacing; A15 - Sewers, Drains & Pipes and A19 - Pipeline & Conduits.**

This qualification to bid is valid through **September 2, 2017**. The results of the Qualification will be posted on our web site www.publicworks.nv.gov the "bid" drop down menu at the top of the home page / List of Qualified bidders.

Please contact this office at (775) 684-4141, if you should have any questions.

Sincerely,


Gustavo "Gus" Nuñez, P.E.
Public Works Administrator

GN/cz

cc: Cece Zimmerman, Qualification of Bidders

BID PROPOSAL

Bond No. 62574852

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/We MNW Construction, LLC
 as Principal, hereinafter called Contractor, and
Western Surety Company

a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called City, for the sum of \$ 5% Dollars

(state sum in words) Five Percent of Amount Bid

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

WHEREAS, the Principal has submitted a bid, identified as **BID # 1516-064** and titled **"Wide Crack Repair Project"**.

NOW, THEREFORE if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City in Accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Bid Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the City may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void,

Executed on this 2nd day of November 2015

Signature of Principal: [Signature]

Title: Managing Member

Firm: MNW Construction, LLC

Address: 1123 Northfield Drive

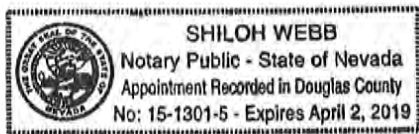
City/State/Zip Code: Carson City, NV 89706

Written Name of Principal: Merlin N. Waite

ATTEST NAME

Signature of Notary: [Signature]

(Seal)



Subscribed and sworn before me this 2 day of November 2015

(printed name of notary) Shiloh Webb Notary Public for the State of Nevada, Carson City

Claims Under this Bond May be Addressed to: Nevada Resident Agent Information Complete for out of state bonding companies

Name of Surety Western Surety Company

Address 333 S. Wabash Ave, 41st Fl

City Chicago

State/Zip Code Illinois 60604

Name [Signature]

Title Karen Pecora-Barbour, Attorney-in-Fact

Phone 605-336-0850

Surety's Acknowledgement

Name of Local Agent The Barbour Group, LLC

Address 909 Baltimore Blvd

City Westminster

State/Zip Code Maryland 21157

Agent's Name Karen Pecora-Barbour

Agent's Title President

Agents Phone (410) 876-9610

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

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62574852

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Karen Pecora Barbour

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Mnw Construction, LLC

Obligee: Carson City Purchasing and Contracts

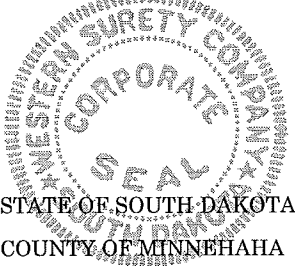
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 31st, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 2nd day of November, 2015.



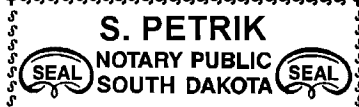
WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 2nd day of November, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of November, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

BID PROPOSAL

BID # 1516-064

BID TITLE: "Wide Crack Repair Project"

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

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

BIDDER acknowledges receipt of 3 Addendums.

SUMMARY

Description		Scheduled Value	Unit	Unit Price	Total Price
Schedule A:					
BP.1)	Wide Crack Repair - Local Streets	12,000	LF	10.30	123600
BP.2)	Wide Crack Repair - Arterial and Collector Streets	8,000	LF	15.15	121200
Total Base Bid Price (Schedule A)					\$ 244,800

BID PROPOSAL**BP.3 BIDDER INFORMATION:****Company Name:**

Federal ID No.:	41-2260722
Mailing Address:	1123 Northfield Drive
City, State, Zip Code:	Carson City, NV 89706
Complete Telephone Number:	775-884-3517
Complete Fax Number:	775-884-3517
Fax Number including area code:	775-884-3517
E-mail:	A merlinnw@esbcglobal.net

Contact Person / Title:

Mailing Address:	1123 Northfield Drive
City, State, Zip Code:	Carson City, NV 89706
Complete Telephone Number:	775-220-6891
Complete Fax Number:	775-884-3517
E-mail Address:	merlinnw@esbcglobal.net

BP.4 LICENSING INFORMATION:

Nevada State Contractor's License Number:	0070165
License Classification(s):	A7, A12, A15, A19
Limitation(s) of License:	
Date Issued:	1.14.08
Date of Expiration:	1.31.16
Name of Licensee:	Merlin Neil Waite
Carson City Business License Number:	15-00026152
Date Issued:	12.2.14
Date of Expiration:	12.31.15
Name of Licensee:	MNW Construction LLC

BID PROPOSAL**BP.5 DISCLOSURE OF PRINCIPALS:****Individual and/or Partnership:**

Owner 1) Name:	Merlin Waite
Address:	1123 North field Drive
City, State, Zip Code:	Carson City NV 89706
Telephone Number:	775-220-6891
Owner 2) Name:	Nayvi Waite
Address:	1123 North field Dr
City, State, Zip Code:	Carson City NV 89706
Telephone Number:	775-720-4376
Other 1) Title:	
Name	
Other 2) Title:	
Name:	

Corporation:

State in which Company is Incorporated:	NV
Date Incorporated:	12/05/2007
Name of Corporation:	M. NW Construction, LLC
Mailing Address	1123 North field Drive
City, State, Zip Code:	Carson City NV 89706
Telephone Number:	775 884-3577
President's Name:	Merlin Waite
Vice-President's Name:	Nayvi Waite
Other 1) Name & Title:	

BID PROPOSAL

BP.6 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Merlin Wark	8 yrs

Title 1) Owner, Project Manager

Name 2) Nayvi Wark	8 yrs
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Title 2) Owner / APAR

Name 3) Shawn Harrison	2 yrs
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Title 3) Project Manager

Name 4)	
---------	--

Title 4)

Name 5)	
---------	--

Title 5)

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

Title 6)

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

BID PROPOSAL

BP.7 REFERENCES:

Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1):	Corona LLC
Contract Person:	Lisa Dixon
Mailing Address:	10451 Double R Blvd
City, State, Zip Code:	Reno NV 89521
Complete Telephone Number:	775 851 9292
E-Mail Address:	ldixon21@dtt.net
Project Title:	Bond release work Cyan A1
Amount of Contract:	\$40,000
Scope of Work:	R&R Concrete and asphalt, markings, utility corrections
Company Name 2):	Cyan Umbrella Corona LLC
Contract Person:	Same as above
Mailing Address:	"
City, State, Zip Code:	"
Complete Telephone Number:	"
E-Mail Address:	"
Project Title:	Cyan umbrella
Amount of Contract:	\$300,000
Scope of Work:	Grading, riprap, repair Roads

BID PROPOSAL

Company Name 3):	Neveda State Parks
Contract Person:	Joe Cyphers
Mailing Address:	901 S. Stewart
City, State, Zip Code:	CC NV 89701
Complete Telephone Number:	775 684 2785
E-Mail Address:	joecyphers@parkscard@parks.nv.gov
Project Title:	Marlette Lake Road repair
Amount of Contract	\$175,000
Scope of Work:	rehab Forest service road, place base, curbs, geomb, Fabric.
Company Name 4):	
Contract Person:	
Mailing Address:	
City, State, Zip Code:	
Complete Telephone Number:	
E-Mail Address:	
Project Title:	
Amount of Contract:	
Scope of Work:	

MNW Construction, LLC



NV Lic# 0070165 Limit \$150,000, bonding limit \$350,000
 Gen Liability: \$2M
 1123 Northfield Dr.
 Carson city, NV. 89706
 O: 775.884.3517
 F: 775.884.3517
 M:775.220.6891

Services Include: Site grading, concrete work, retaining walls, asphalt paving, site utilities.

Experience:

Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date
Tierra Del Sol HOA	Grading	Rebuild slope, place erosion control fabric and place rip rap	HOA	7/1/15
Sierra Lutheran high school Practice Field	Utility install	Install storm drain, conduit and water meter. Also installed stormwater protection measures and graded paths. \$60,000	Joy Engineering	8/1/15
Drainage Channel Rebuild	Excavation, and grading	Excavate 800 LF of channel, install rock rip rap, grade out spoils, and hydroseed/mulch	Saddlehorn HOA	3/15/2015
Channel siltation mitigation	Excavation and Grading	Remove sediment from drainage channel, re-grade, install rip-rap, patch asphalt. \$53,000	Cyan HOA	1/15/2015
Bond Release work - Concrete	Concrete Remove & Replace	Remove and Replace Concrete Curb, Sidewalk, approaches and ramps. \$33,000	Corona Land Development Company	9/2014
NV Energy Industrial Loop Rebuild	Conduit/Vault Install	Excavate, Lay, Backfill, Install 1600 Lineal feet of Conduit. Install Vaults, Asphalt cut/patch \$63,000	NV Energy	7/1/2013
Cyan Umbrella	Grading, erosion repair, erosion control measures, re-vegetation, weed control	Re-grade eroded slopes (this included regarding the tops of slopes to divert water, fixing, grade diversion ditches. This work was done with a combination of skid steers, backhoes, and mini excavators, and water and compaction equipment. The project had thousands of square feet of slope that had been damaged from excess storm water flows. Clean fill was brought in, the eroded areas were opened up to allow enough room for compaction, fill was placed in manageable lifts, and was then compacted. Fixed, repaired barbed wire fence. Installed new barbed wire fence. We also installed fabric to protect the slopes, re-vegetated eroded areas, placed riprap, placed jute and installed permanent BMPs - \$80,000	Corona Land Development Company	2/18/2012
Miramonte	Excavation and Grading, erosion control, retaining walls, slope repair	Moved 5,000 CY of dirt to an onsite staging area. Once the dirt was moved, it was necessary to grade pads to 2% slope from front to back. Side slopes needed to be graded and compacted as well. The slopes were graded at a 2:1 H:V), and compacted. MNW also fixed eroded slopes at Miramonte. This was done by using backhoes, mini excavators, water and compaction equipment. Many of the slopes were 2:1 and were somewhat rocky which proved to be difficult. We also excavated and graded and installed retaining walls. The excavation would be done with a mini excavator, the spoils moved and later placed with a skid steer, and water and compaction equipment were used to backfill the wall. We also installed permanent and temporary BMPs such as track	Centex Homes and Corona Land Development Company	9/17/2010

MNW Construction, LLC

Reno Veteran's Affairs Medical Center Solar Energy Project	Civil Improvements	walking, seeding, fiber rolls, inlet protection and jute. - \$35,000 Trenching and backfill for REC Solar installed conduit. This trenching was extremely difficult because of all the buried utilities that were not on as-builts or locatable. There was also excavation of the concrete slab in the parking garage for the equipment pad. This was done with a mini excavator in extremely tight conditions (the joists for the next level of the parking garage were only 8.5 feet from the garage floor). Asphalt Paving, Concrete, traffic control, demo AC, bollard installation, and concrete work - \$53,000	REC Solar	7/1/2011
Asphalt repair	Asphalt repair	Recondition/Recompact Ag Base, apply tack pave with Hot Mix Asphalt	FirstService Residential	11/19/2013

Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date
Generator Installation	Install Wind Generator	Install Government provided wind generator on top of a mountain accessed only by Helicopter. Work included providing leveling pad, assembling base, tower, and generator, and tie to existing system.	National Parks Service	2/14/2014
La Tierra Retaining walls	Construction GeoWalls	Excavate, Install Drystack walls, backfill and regrade	Ryder/Corona	12/2013
Steamboat Channel Mitigation	Weed Control, Re-vegetation, grading	Army Corps 404 permit channel restoration project: Grading, Rip rap, erosion Control measures such as wattle, silt fence, seeding, jute and fabric install, weed control \$310,000	Centex Homes and Corona Land Management Company	7/2011
Belmar Drive	Retaining Walls, grading, and rock removal	Excavate rock, build retaining walls, excavate and remove boulders. \$8,000	Centex Homes	5/2008
Bureau of Reclamation Gates and Bollards	Fabricate steel gates, bollards, excavate, install, concrete work	4 double swing gates made from 2" schedule 40 pipe, bollards from 8" Schedule 40 steel pipe and concrete. \$27,000	Bureau Of Reclamation Laughlin NV	9/2013
Cyan Storm Water Pollution Prevention	Install/maintain BMPs, perform SWPP inspections	Furnish, install, and maintain Silt fence, wattle, fabric, trackout protection, Catch basin protection and conduction inspections, sweep streets/curb and gutters.	Corona Land Management Company	From 2008 - present
Miramonte Storm Water Pollution Prevention	Install/maintain BMPs, perform	Furnish, install, and maintain Silt fence, wattle, fabric, trackout protection, Catch basin protection and conduction inspections, sweep streets/curb and gutters.	Corona Land Management Company	From 2008 - present

References

Name	Address	Phone	FAX	e-mail	Project(s)
Eric Jones		775.813.1003		ejones@joyengineering.com	Sierra Lutheran Practice field
Piper Pendergrass		775.337.2700		piper.pendergrass@fsresidential.com	Tierra Del Sol Slope rebuild
Seth Padovan		775-342-4994		spadovan@padovanconsulting.com	Saddlehorn Drainage Channel HOA
Bill Tynan		(702)293-		btynan@nps.gov	Wind Generator

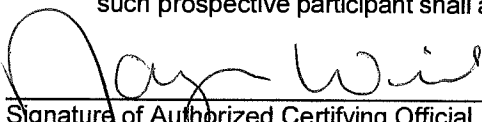
MNW Construction, LLC

		8993			Install
Valerie Hand		775-323-4355	775-323-4356	vhand@gwascorp.com	Channel excavation and regrading
Elwood Banks		775-412-7479		elwood@ryderhomes.com	Miramonte Retaining Walls
Jason Kirby	Bureau of Reclamation Boulder NV	702-232-8270		JKirby@usbr.gov	Bureau of Reclamation Gates
Lisa Dixon	Corona Land Management Company - 10451 Double R Blvd Reno, NV 89521	775-851-9292	775-851-8111	ldixon21@att.net	Cyan Umbrella, Miramonte, Steamboat Channel Mitigation, Tall White Top Control
Billy Heidt	REC Solar - 775 Fiero Lane, Suite 200 San Luis Obispo, CA 93401	805- 547-2611	805-528-9701	bheidt@recsolar.com	Reno VA Solar Project
William Johnson	1090 Constitution Way Hawthorne, NV 89415	775- 813-5776	775-945-5530	wjohnson@nvenergy.com	Miramonte

BID PROPOSAL

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

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



 Signature of Authorized Certifying Official
 Nayir Wark

 Printed Name

Manager

 Title
 11/3/15

 Date

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

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2014	1	0
2013	1	0

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

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

BID PROPOSAL

SUBCONTRACTORS

BP.9 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter NONE under Name of Subcontractor if not utilizing subcontractors exceeding this amount and per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor	Address	
<i>MNV Construction</i>	<i>1123 Northfield Dr CC NV 89716</i>	
Phone	Nevada Contractor License #	Limit of License
<i>775 220 6891</i>	<i>0078165</i>	<i>\$245,000</i>
Description of work		
<i>Contract</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.10 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor <i>MW Construction</i>	Address <i>1123 Northfield Dr CC NV 89706</i>	
Phone <i>775-220-6891</i>	Nevada Contractor License # <i>0070162</i>	Limit of License <i>245,000</i>
Description of work <i>contract</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 11 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <i>MNW Construction</i>		Address <i>1123 North Field Dr Reno NV 89716</i>	
Phone <i>775 220 6891</i>	Nevada Contractor License # <i>0070162</i>	Limit of License <i>245000</i>	
Description of work <i>Contract</i>			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

BP. 12

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- For the first report submitted, each contractor and subcontractor should list every worker employed in connection with the public work. The workers listed should be the same as those reported on the certified payroll report.
- For each subsequent month, add only those workers not previously reported to the Workers Employed Report and submit the newly-revised report. If no additional workers have been added, you may submit the previous month's report.
- If a worker has been reported on a previous month's report, but does not work during a subsequent month or is no longer employed by the contractor, his or her name should remain on the report. **DO NOT DELETE ANY NAMES.** This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.

BID PROPOSAL N/A

Local Preference Affidavit

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

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. _____, Project Name _____, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

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

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

By: _____ Title: _____

Signature: _____ Date: _____

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

State of _____)
)ss.
County of _____)

Notary Signature STAMP AND SEAL

BID PROPOSAL

Altered to include State of NV Regulations

AN/JS

Date _____

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

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

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

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

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

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

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

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

4. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.

5. The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.

6. Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor. BP-15

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

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

BID PROPOSAL

BP.13 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
COUNTY OF Carson City) SS

I Nayvi Waite (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Wide Crack Repair Project", contract number **1516-064**, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Nayvi Waite
TITLE: Manager
FIRM: MNW Construction LLC
Address: 1123 Northfield Drive
City, State, Zip: Carson City NV 89706
Telephone: 775-884-3517
Fax: 775-884-3517
E-mail Address: Nayvi.esbcglobal.net

Nayvi Waite
(Signature of Bidder)

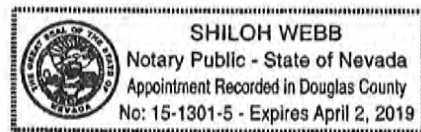
DATED: 11/3/15

Signed and sworn (or affirmed) before me on this 3 day of November, 2015, by Nayvi Waite

Shiloh Webb
(Signature of Notary)

(Notary Stamp)

END OF BID PROPOSAL



**Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7222**

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

Notice to Contractors Bid# 1516-064 Wide Crack Repair Project

Date and Time of Opening: November 3, 2015 @ 11:10 a.m.

Description			Bidder # 1		Bidder # 2		Bidder #3		
			MNW Construction		Sierra Nevada Construction		West Coast Paving		
BONDING Provided, \$, %, or no			5%		5%		5%		
BIDDER acknowledges receipt addendums			yes		yes		yes		
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Wide Crack Repair-Local Streets	12,000	LF	\$10.30	\$123,600.00	\$12.70	\$152,400.00	\$9.85	\$118,200.00
2	Wide Crack Repair- Arterial & Collector Streets	8000	LF	\$15.15	\$121,200.00	\$13.80	\$110,400.00	\$19.95	\$159,600.00
Total Base Bid Price (Schedule A)			\$244,800.00		262,800.00		277,800.00		
Bidder Information provided? y/n			Y		Y		Y		
Sub Contractors listed? y/n or none			1 (5%) 1 (1%) 1 (other)		2 (5%) 2 (1%)		1 (5%) 1 (1%) 1 (other)		
Bid Document executed? y/n			Y		Y		Y		

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7222**

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

Notice to Contractors Bid# 1516-064 Wide Crack Repair Project

Date and Time of Opening: November 3, 2015 @ 11:10 a.m.

Description			Bidder # 4		Bidder # 5			
			MKD Construction		Spanish Springs Construction			
BONDING Provided, \$, %, or no			5%		5%			
BIDDER acknowledges receipt addendums			yes		yes			
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price
Base Bid Items - Schedule A								
1	Wide Crack Repair-Local Streets	12,000	LF	\$14.00	\$168,000.00	\$14.50	\$174,000.00	
2	Wide Crack Repair- Arterial & Collector Streets	8000	LF	\$18.00	\$144,000.00	\$25.25	\$202,000.00	
Total Base Bid Price (Schedule A)				\$312,000.00		376,000.00		
Bidder Information provided? y/n								
			Y		Y			
Sub Contractors listed? y/n or none								
			1 (5%) 1 (1%)		2 (5%)			
Bid Document executed? y/n								
			Y		Y			

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

Date Submitted: November 4, 2015

Meeting Date: November 17, 2015

To: Regional Transportation Commission
From: Purchasing and Contracts

Subject Title: For Possible Action: To accept Public Works recommendation to approve Amendment No. 5 to Contract No. 1011-126 with Swift Communications, Inc., titled "JAC Bus Advertising Program" to amend the compensation section to add clarifying language, and to exercise a one-year contract extension from January 1, 2016 to December 31, 2016.

Staff Summary: On December 8, 2010, the Carson City Regional Transportation Commission approved the above listed contract to provide JAC Bus Advertising with expenses and revenues equally shared by Carson City and Contractor. On January 11, 2012, the Carson City Regional Transportation Commission amended the contract to expand the scope of work. On November 14, 2012, the Carson City Regional Transportation Commission amended the contract to exercise a one-year extension. On December 11, 2013, the Carson City Regional Transportation Commission amended the contract to add clarifying language and to exercise a one-year extension. On March 11, 2015, the Carson City Regional Transportation Commission amended the contract to exercise a one-year extension. This request to amend the contract is to add clarifying language to the compensation section and exercise another one-year contract extension.

Type of Action Requested: (check one)

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

Recommended Commission Action: I move to accept Public Works recommendation to approve Amendment No. 5 to Contract No. 1011-126 with Swift Communications, Inc., titled "JAC Bus Advertising Program" to amend the compensation section to add clarifying language, and to exercise a one-year contract extension from January 1, 2016 to December 31, 2016.

Explanation for Recommended Commission Action: Request for Proposals (RFP) #0910-180 - Bus Advertising Program was released in April, 2010 and had no respondents. Subsequently, staff entered into informal discussions with the Nevada Appeal, which submitted a proposal in August 2010 to manage the bus advertising program for JAC.

Staff has developed and maintained a good business relationship with the Nevada Appeal. Staff recommends maintaining continuity with the current contractor and building on the early success of the bus/shelter advertising program in the next year. Although there is no change to the scope of work with the proposed Amendment No. 5, language has been added to clarify how defaulted payments from advertisers will be treated.

Income from this program will be deposited in Revenue Account 225-0000-363.15-00 and used to augment General Fund contributions to the Transit Fund, which provide the local match required to leverage Federal funds to sustain the JAC transit system. Revenues generated so far from this program are \$124,740.75.

Applicable Statute, Code, Rule or Policy: Advertising Policy, adopted by CCRTC May 12, 2010

Project Budget: N/A

Fiscal Impact: None – this is strictly a revenue contract – expected revenue \$30,000.00 per year.


Explanation of Impact: This is an estimate of \$2,500 per month from bus and shelter advertising sales.

Funding Source: N/A

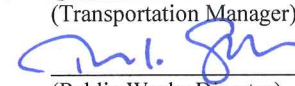
Alternatives: N/A

Supporting Material: Contract Amendment No. 5; Contract 1011-126

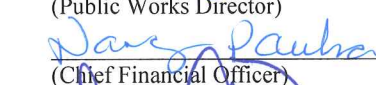
Prepared By: Laura Tadman, Purchasing and Contracts Administrator

Reviewed By: 
(Transportation Manager)

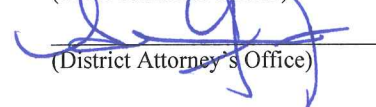
Date: 11/9/15


(Public Works Director)

Date: 11/9/15


(Chief Financial Officer)

Date: 11/9/15


(District Attorney's Office)

Date: 11/9/15

Commission Action Taken:

Motion: _____

1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 1011-126**

THIS AMENDMENT is made and entered into this 17th day of November 2015, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and **Nevada Appeal/ Swift Communications, Inc.**, hereinafter referred to as the "**CONSULTANT**", and is made to amend the existing contract known as **CONTRACT #1011-126**.

W I T N E S S E T H:

WHEREAS, during the performance of **CONSULTANT'S** duties pursuant to **CONTRACT # 1110-126** the **CONSULTANT** has requested to exercise the one-year extension and to amend the **Contract Term** of the **CONTRACT**; and

WHEREAS, the **CITY** and **CONSULTANT** desire to amend **CONTRACT** to provide **CONSULTANT** authorization to continue with the **Scope of Work**; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONSULTANT**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONSULTANT**, by and through their respective authorized representatives hereby agree to:

- 1 Amend Paragraph 2.1 of **CONTRACT # 1011-126** to provide in its entirety as follows:
This Contract shall be effective from January 1, 2011 subject to Carson City Regional Transportation approval (anticipated to be December 8, 2010) to December 31, 2016, with the option to renew for one (1) one-year extension subject to City approval, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.
- 2 Amend Paragraph 5.5 of **CONTRACT #1011-126** to include the following language clarification:

In the event an advertiser fails to pay after 90 days of invoice, the revenue associated with the sale will be written off. This write off amount will be deducted from the current JAC statement noting the advertiser, amount, and period of service. Any collection of said funds after 90 days will be added back into the current JAC statement as part of the revenue share program.

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 1011-126**

ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

Chief Financial Officer
Attn: Laura Tadman, Purchasing and
Contracts Administrator
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Laura Tadman

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: 775-887-2164
dschulz@carson.org

By: _____

DATED _____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 1011-126**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of November 17, 2015, approved the acceptance of Amendment No. 5 to **CONTRACT No.1011-126**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson 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 17th day of November, 2015.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 17th day of November, 2015.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-126

Titled: JAC Bus Advertising Program

THIS CONTRACT, made and entered into this 8th day of December, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Swift Communications, Inc., a Nevada corporation, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 1011-126 JAC Bus Advertising Program** are both necessary and in the best interests of **CITY**; and

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

1 **REQUIRED APPROVAL:**

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

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from January 1, 2011 subject to Carson City Regional Transportation approval (anticipated to be December 8, 2010) to December 31, 2012, with the option to renew for five (5) one-year extensions subject to City approval, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default upon the other party and such party has failed to cure such default within such time period as provided in Section 7.4.1 below. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-126

Titled: JAC Bus Advertising Program

to the other party at the address specified below.

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

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

Niki Gladys, Publisher
Nevada Appeal
Swift Communications, Inc.
580 Mallory Way
Carson City, NV 89701
775-881-1238/FAX 775-887-2426
nlgadys@nevadaappeal.com

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

Carson City Purchasing and Contracts
Sandy Scott, Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
SScott@carson.org

4 SCOPE OF WORK:

4.1 **CONTRACTOR** shall provide and perform the services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**". **CITY** agrees that during the term of this Contract **CONTRACTOR** shall have the exclusive right to perform the **SERVICES** and to sell all available advertising space on the interior and exterior of **CITY** buses except as provided in Section A.6 of Exhibit A to this Contract.

4.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONTRACTOR** represents that it and/or the persons it may employ possess the skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-126

Titled: JAC Bus Advertising Program

manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances.

CONTRACTOR shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**. For purposes of clarity, **CONTRACTOR** does not assume responsibility for the quality of any goods or services featured in advertisements appearing on the JAC transit system buses or the technical accuracy of any such advertisements.

4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, **CONTRACTOR** shall bear all the costs arising therefrom.

5 CONSIDERATION:

The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and that initial set-up costs to create framing for JAC advertising shall be paid by **CONTRACTOR** and subject to reimbursement from revenues collected for the provision of **SERVICES** before the division of profits and expenses between **CITY** and **CONTRACTOR** begins. All hardware associated with advertising frames shall be owned by **CITY**. Regular expenses and revenue thereafter shall be equally shared and borne by the **CITY** and **CONTRACTOR**.

5.1 The parties mutually agree that the profits from said **SERVICES** shall be equally shared by **CITY** and **CONTRACTOR**. For purposes of this Contract, "profits" shall mean the cumulative excess, if any, of advertising revenues collected by **CONTRACTOR** from the sale of advertising on the interior/exterior of buses in the JAC transit system over the amount of all of the expenses, direct or indirect, incurred by **CONTRACTOR** in connection with the proper execution of the **SERVICES**.

5.2 The profit split represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-126
Titled: JAC Bus Advertising Program

expenses, direct or indirect, connected with the proper execution of the **WORK**.

*12-14-2010
neg*

~~5.3 CITY has provided a sample invoice and CONTRACTOR shall submit its request for payment using said sample invoice.~~

~~5.4 Payment by CITY for the SERVICES rendered by CONTRACTOR shall be due within thirty (30) calendar days from the date CITY acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by CITY employee designated on the sample invoice, whichever is the latter date.~~

*12-14-2010
neg*

5.5 CITY does not agree to reimburse CONTRACTOR for expenses unless otherwise specified. All expenses, direct or indirect, connected with the proper execution of the SERVICES shall be taken into account by CONTRACTOR in the determination of profits to be split with the CITY in accordance with Section 5.1 above.

6 TIMELINESS OF BILLING SUBMISSION:

*12-14-2010
neg*

~~6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that CITY is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to CITY no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject CONTRACTOR to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONTRACTOR.~~

7 CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written mutual consent of both parties.

7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2011, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors to operate the buses of the JAC transit system. CITY may terminate this Contract, and CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired to the extent that the buses of the JAC transit system are not operated.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-126

Titled: JAC Bus Advertising Program

7.3 Cause Termination for Default or Breach:

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

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

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

7.3.2.2 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 services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

7.3.2.5 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

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

7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within thirty (30) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph and the provisions of Sections 9, 11, 12, 19, 21, 28, 29, and 30

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-126
Titled: JAC Bus Advertising Program

survive termination:

7.5.1.1 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;

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

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

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

8 REMEDIES:

8.1 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 attorneys' 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**.

9 LIMITED LIABILITY:

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

9.2 Under no circumstances shall **CONTRACTOR** be liable for any indirect, special, incidental, exemplary, punitive or consequential damages resulting from or arising out of or related to this contract or the performance or breach thereof, including loss of business or profits, even if previously advised of the possibility of such damages. In no event shall **CONTRACTOR'S** liability for the performance or nonperformance of this Agreement, or

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-126

Titled: JAC Bus Advertising Program

otherwise, exceed the amount of profits actually retained by **CONTRACTOR** under this **CONTRACT**.

10 FORCE MAJEURE:

10.1 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.

11 INDEMNIFICATION:

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

11.2 Except as otherwise provided in Subsection 11.4 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:

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

11.2.2 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.

11.3 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.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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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.

12 INDEPENDENT CONTRACTOR:

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

12.2 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 services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 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.

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

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

13 INSURANCE REQUIREMENTS:

13.1 **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.

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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Titled: JAC Bus Advertising Program

13.3 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.

13.4 Insurance Coverage:

13.4.1 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:

13.4.1.1 Final acceptance by CITY of the completion of this Contract; or

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

13.4.2 Any insurance or self-insurance available to CITY 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.

13.5 General Requirements:

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

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

13.5.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

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

13.5.5 **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 per occurrence, unless otherwise approved by **CITY**.

13.5.6 **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 & 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 certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

13.5.7 **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 AA-VII@ or better.

13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.5.8.2 **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 & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **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.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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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.

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

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

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

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

14.2 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 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

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

16 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 & Contracts.

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Titled: JAC Bus Advertising Program

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:

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

18 WAIVER OF BREACH:

18.1 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:

19.1 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:

20.1 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**.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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Titled: JAC Bus Advertising Program

21 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract, provided that any database of the names and addresses and contact information of advertisers owned by **CONTRACTOR** at the inception of this Contract or generated by **CONTRACTOR** during the term of this Contract shall remain the sole property of **CONTRACTOR**. **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:

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

23 CONFIDENTIALITY:

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

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24 FEDERAL FUNDING:

24.1 In the event federal 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.

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 shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex,

24.2 Nondiscrimination Assurance - Each federally funded contract the CAMPO and/or RTC signs with a **CONTRACTOR**, and each subcontract the prime **CONTRACTOR** signs with a subcontractor, will include the following statement:

24.2.1 **CONTRACTOR**, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. **CONTRACTOR** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by **CONTRACTOR** to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CAMPO and/or RTC deems appropriate.

24.3 Prompt Payment Policy and Provisions - Each federally funded contract the CAMPO and/or RTC signs with a **CONTRACTOR** will include the following provision:

24.3.1 The prime **CONTRACTOR** must pay subcontractors for satisfactory performance of their contracts no later than thirty (30) calendar days from the receipt of payment made to the prime **CONTRACTOR** by the CAMPO and/or RTC. Prompt return of retainage payments from the prime **CONTRACTOR** to the subcontractor will be made within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with the CAMPO and/or

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RTC's prior written approval. If the prime **CONTRACTOR** determines the work of the subcontractor to be unsatisfactory, it must notify the CAMPO and/or RTC's project manager and DBE Liaison Officer immediately in writing and state the reasons. Failure by the prime **CONTRACTOR** to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in this Contract or any other options listed in 49 CFR Section 26.29.

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, counsel or board;

25.1.2 Any federal, state, county or local legislator, commission member, counsel 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, counsel or board.

26 GENERAL WARRANTY:

26.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

26.2 Except as expressly provided in this contract, **CONTRACTOR** provides no warranties and disclaims all other warranties, express or implied, including without limitation, implied warranties of merchantability and fitness for a particular purpose with respect to all products and services provided by **CONTRACTOR** hereunder.

27 PROPER AUTHORITY:

27.1 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

28 ALTERNATIVE DISPUTE RESOLUTION:

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

29.1 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:

30.1 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.

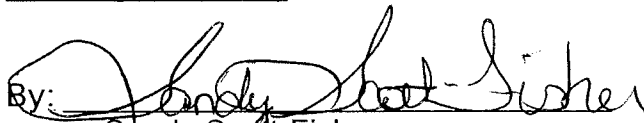
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
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Titled: JAC Bus Advertising Program

31 ACKNOWLEDGMENT AND EXECUTION:

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

CARSON CITY

Purchasing and Contracts Department
Attn: Sandy Scott-Fisher
Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@carson.org

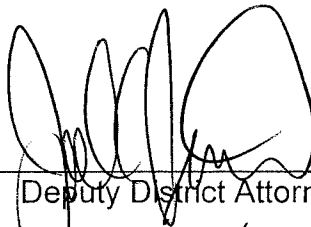
By: 
Sandy Scott-Fisher

DATED 12/3/10

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

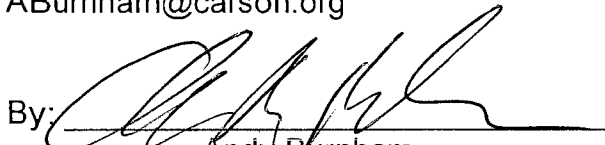
I have reviewed this Contract and approve as to its legal form.

By: 
Deputy District Attorney

DATED 12/8/10

CITY'S ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2355
ABurnham@carson.org

By: 
Andy Burnham

DATED 12-8-10

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

CONTRACTOR

BY: Niki Gladys

TITLE: Publisher

FIRM: Nevada Appeal

CARSON CITY BUSINESS LICENSE #: 91109 4936

Address: 580 Mallory Way

City: Carson City State: Nevada Zip Code: 89701

Telephone: 775-881-1238 / Fax #: 775-887-2426

E-mail Address:

Niki Gladys

(Signature of **CONTRACTOR**)

DATED December 3, 2010

STATE OF Nevada)
County of Douglas) ss

Signed and sworn (or affirmed) before me on this 3 day of DECEMBER, 2010,
by NV DRIVER LICENSE.

A. A. Price

(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of December 9, 2010, approved the acceptance of **CONTRACT No. 1011-126**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set her hand to this document and record her signature for the execution of this contract in accordance with the action taken.

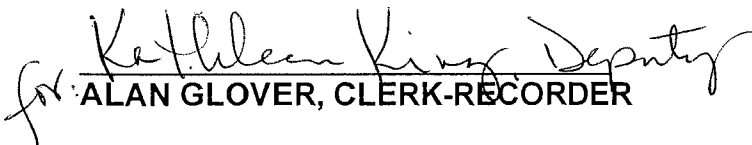
CARSON CITY, NEVADA



SHELLY ALDEAN, CHAIRPERSON

DATED this 8th day of December, 2010.

ATTEST:


for **ALAN GLOVER, CLERK-RECORDER**

DATED this 8th day of December, 2010.

EXHIBIT A

- A.1 Program tasks:** The advertising program shall consist of the design, sales, placement, management, installation, maintenance and removal of advertisement on the interior/exterior of buses on the JAC transit system. All services necessary to conduct a revenue-producing advertising program for the JAC transit system shall be provided in a reputable manner to ensure the highest quality possible. City acknowledges that Contractor will need to develop and build a business model for the program with the cooperation and assistance of City, and City will only share in profits of the program after Contractor recovers expenses.
- A.2 Advertising media:** Durable advertising signs shall be produced in a process subject to the approval of the City. Placement of commercial advertising on City buses may be accomplished by frame displays and/or vinyl wraps and decals.
- A.3 Minimum exterior sales:** The goal is to sell one hundred percent (100%) of all available advertising space on the exterior of the buses each month. Documentation of the percentage shall be provided to the City upon request.
- A.4 Rates and discounts:** The Contractor shall agree to charge advertisers in accordance with rate cards established by Contractor. Contractor may sell advertising at discounts from the rate card as it deems appropriate for bargaining purposes. Exceptions to the rate card requested by the City for special, seasonal or City department promotions will be handled on a case-by-case basis.
- A.5 Available space:** The City shall determine where on the exterior of the bus advertising media shall be placed, with the goal to use as much of the exterior space as is safe and practical. No frame display, vinyl wrap or decal shall cover the JAC logo or other bus decals/lettering without City approval.
- A.6 Exclusive Rights and Reserved rights to advertising space:** The Contractor shall have the exclusive right to sell all available advertising space on the interior and exterior of City buses, except as follows:
1. Contractor shall have the exclusive right to sell interior advertising on newer buses where panel space is provided, with the exception of forty-eight (48) inches of the bus interior panel space located immediately behind the driver on both sides, to which the City reserves exclusive rights.
 2. City reserves exclusive rights to unsold interior/exterior space on all City buses to be used by the City to advertise City events or promotions, and

reserves the right to design, produce and place such advertisements promoting City events or promotions without using the services of the Contractor.

3. City reserves the right to use the passenger (curbside) area of the advertising space on each bus for advertising trade at one hundred percent (100%) to promote the City bus system, provided that paid advertising for such space by Contractor shall take precedence over trade advertising by the City. The City reserves the right to design, produce and place such trade advertisements promoting the City bus system without using the services of the Contractor. All other advertising trades shall be mutually agreed upon by the City and Contractor.

- A.7 Advertising contracts:** The Contractor shall enter into contracts with advertisers, using an advertising contract template mutually agreed upon by the City and Contractor. Within fifteen (15) days of entering into a contract with an advertiser, the Contractor shall provide the City with a copy of the signed contract.
- A.8 Payment due:** The City's share of any profits shall be paid to the City by Contractor within thirty (30) days following the end of the calendar quarter in which the profits occurred (e.g., if a cumulative profit is achieved by Contractor with respect to the advertising program during the period July 1 to September 30, payment of the City's share of the profits is due the City by October 30). The Contractor shall submit documentation of revenues, expenses and how profits are calculated on a quarterly basis with each quarterly payment.
- A.9 Responsibility for costs:** Initial set-up costs to create framing for JAC advertising shall be paid by the Contractor and subject to reimbursement from revenues collected for the provision of services before the division of profits and expenses between the City and the Contractor begins. All hardware associated with advertising frames shall be owned by the City. Regular revenue and expenses thereafter shall be equally shared and borne by the City and Contractor.
- A.10 Installation, maintenance and removal:** The Contractor shall be responsible for all installation, maintenance and removal of advertising on City buses, and shall remove all ads within ten (10) days after the ads have expired or have become obsolete.
- A.11 Times of installation and removal:** The Contractor shall install and remove interior/exterior ads on City buses at a mutually agreed upon time.

- A.12 **Workspace:** The City shall provide a workspace of adequate size and make this workspace accessible to the Contractor for the sole purpose of installing, maintaining or removing advertising media on City buses.

- A.13 **No guarantee for particular routes:** When soliciting a contract, the Contractor shall notify the potential advertiser that the City does not guarantee the bus on which the advertiser's advertisement appears will be used on any particular route or on any particular service.

- A.15 **Bus out of service:** Buses are routinely pulled out of service for 1-2 days for preventive maintenance. If the bus on which an advertiser's advertisement appears will be out of service for more than three (3) days, and the advertisement cannot be moved to another available bus, the City will notify the Contractor and the advertiser shall be credited for the time the bus is out of service beyond the three (3) days. OK

- A.16 **Adherence to law and policies:** The Contractor and advertisers shall comply with all Federal, State, County and City ordinances and regulations regarding advertising. OK

- A.17 **Advertising content:** The City shall have the exclusive right to approve all advertising content. The Contractor shall adhere to the Advertising Policy adopted by the Carson City Regional Transportation Commission (May 12, 2010) when soliciting and placing advertisements. OK

- A.18 **City statement:** Advertisements that express an opinion or point of view shall contain in large, clear and visible type the statement, "No City endorsement implied." The City shall specify and approve the size, placement and color of this statement prior to production of such advertisements.

- A.19 **Graffiti removal:** The Contractor shall ensure that the advertiser is contractually obligated to replace advertising damaged by graffiti. The City shall notify the Contractor of each occurrence and remove the advertisement from the bus until such time that the ad is replaced by the advertiser.

- A.20 **UV protected:** The Contractor shall ensure that the advertiser is contractually obligated to provide advertising that can withstand the sun without fading, peeling or cracking; maintains a professional appearance throughout the life of the display; and is replaced if it becomes unattractive in any way.

- A.21 **Liability:** The Contractor shall assume full liability and responsibility for any damages resulting to City buses from Contractor's placing or removing advertising on the buses other than normal wear and tear resulting therefrom.

Upon termination of the contract, advertising frames are the property of the City and shall remain on the buses and Contractor shall have no obligation to remove them.

- A.22** [Reserved.] [MOVED THIS TO SECTION A-6]
- A.23** **Project meetings:** The Contractor shall meet with City staff, community representatives, and at regularly-scheduled meetings on an as-needed basis. The City and Contractor shall be available at reasonable times and intervals to plan work, review work in progress and fully coordinate activities with City staff. The Contractor shall obtain approval from the City before placing any advertising.
- A.24** **Public information:** The City shall make available, without charge to the Contractor, public information, which may include background information, fleet roster, route timetables, ridership data, and other pertinent information.
- A.25** **Activity report:** The Contractor shall provide to the City a report on the effectiveness of the advertising sales efforts on a quarterly basis. At a minimum, the report shall include the details of sales calls, leads, ads placed, payments, expenses, and other financial data.
- A.26** **Contract termination requirement:** Following termination of the contract, the Contractor shall leave the advertising space on bus interior/exterior in the same condition as it existed at the beginning of the contract, excepting reasonable wear and tear, and advertising frames which shall remain on the buses.

N. Gladys
Niki Gladys
12/4/2010



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

RTC Meeting Date: November 17, 2015
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: October 16, 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 September 2015**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	641 blocks applied
Street Patching Operation	35.5 tons of asphalt
Pot Hole Repairs	Repaired 15 pot holes on Rifle Range Road and one on Oak Ridge Drive

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Pruning Operations	41 trees pruned
Tree Removal	<ul style="list-style-type: none"> • Two on Alfred Way (volunteers) • One at Plaza Street and Proctor Street(decayed/dying) • One at 3133 Baker Drive (Sidewalk damage)
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	Pruned three trees at the Korean Memorial
Weed Abatement Chemical sprayed	N/A

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	29.75
Curb & Gutter Linear Feet	88
Sidewalk & Flat Work Sq/Ft	756
Wheel Chair Ramps	0

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work	Repaired the base section of roadway on Rifle Range Road
Shoulder Work on Asphalt Roads	Repaired 1000 feet of shoulder on Holly Way
Debris cleaned up	60 yards of sage brush

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	N/A
Linear feet of pipe hydro flushed	N/A
Number of Drainage Inlets Cleaned	N/A
Total sediment removed from system	N/A
Line Locations Performed	266

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	852.9
Yards of Material Picked Up	318.5
City Parking Lots Swept	3 rd Street parking lot and the Airport

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	20
Bins Hauled for Fire Department	40
Bins Hauled for Sweeping Operation	48
Bins Hauled for Other Operations	7
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

ACTIVITES	COMMENTS
Removed Banner Carson Street	4
Installed Banner Carson Street	4
Changed outside Banners	N/A
Installed Christmas Decorations	N/A
Removed Christmas Decorations	N/A

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	20
Signs Replaced	23
Sign Posts Replaced	9
Signs Replaced due to Graffiti Damage	1
Delineators	15
Cross Walks Painted	69
Stop Bars Painted	205
Yield Bars Painted	39
Right Arrows Painted	36
Left Arrows Painted	115
Straight Arrows Painted	18
Stop (word)	1
Only (word)	73
Bike Symbol & Arrow	0
Parking lot striping	N/A

Storm Events

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

Item G-2



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: November 17, 2015
Time Requested: 15 Minutes

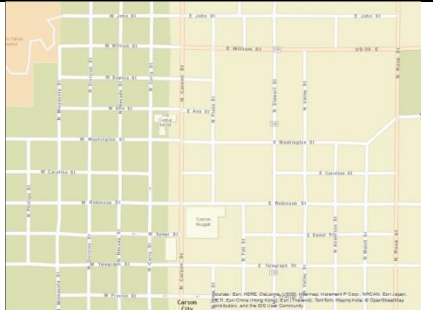
To: Regional Transportation Commission
From: Danny Rotter, City Engineer
Date Prepared: November 5, 2015
Subject Title: Project Status Report
Staff Summary: Monthly Status Report for the Commission's Information



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: Construction is underway.				



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: \$1,080,000	

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: Open to traffic.				



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: \$20,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$300,000
Status: Construction is under way.				



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: \$1,000	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$684,000
Status: In design.				

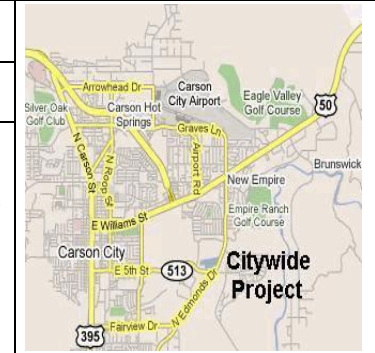


Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Wide Crack Repair Project	
Department Responsible:	Public Works	
Project Description:	The project consists of the repair of wide cracks throughout the city. A contractor will fill the cracks with an asphalt mix and City crews will seal the new asphalt. Known cracks to be repaired will be identified by City staff as well as those identified by residents' concerns that meet the criteria.	
Justification:	The Board of Supervisors approved the transfer of funds from the general fund to the streets fund specifically for the repair of large cracks throughout the city and as means to directly respond and address the concerns of residents.	
Project Location:	Citywide.	Project No:
Total Estimated Cost:	\$250,000	Project to Date Cost: \$0



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$0	\$0	\$250,000
Status: Contract to be awarded at 11/17/2015 RTC meeting.				



Carson City, Nevada

2010/11-2014/15 Capital Improvement Program

Project Description Report

Project Name:	Empire Area ADA Sidewalk Improvements		
Department Responsible:	Public Works		
Project Description:	The project consists of the reconstruction of sidewalk and the construction ADA-compliant curb ramps on Monte Rosa Drive between Woodside Drive and Stanton Drive as well as curb ramps along Siskiyou Drive.		
Justification:	This project will enhance the connectivity of ADA-compliant sidewalk network in the vicinity of Empire Elementary School and the surrounding neighborhood. This project is being implemented with a combination Community Development Block Grant (CDBG) funds, which are 100% reimbursable, and Federal Transit Administration (FTA) funds. The CDBG funds will be used to provide the minimum 20% match for the FTA funds, which are 80% reimbursable.		
Project Location:	Monte Rosa Drive between Woodside Drive and Stanton Drive and Siskiyou Drive between Stanton Drive and Shriver Drive.	Project No:	
Total Estimated Cost:	\$265,000	Project to Date Cost: \$16,000	


Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	REGIONAL TRANSPORTATION	\$0	\$0	\$265,000
Status: Design is complete and the project is expected to go out to bid in January 2016.				



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: \$141,691	

Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREETS MAINTENANCE	\$119,760	\$173,000	\$141,691
Status: Annual project.				